



Town of Chester  
Selectboard  
84 Chester Street  
Chester, NH 03036  
Phone: (603) 887-3636 x114  
E-mail: [ChesterBOS@ChesterNH.org](mailto:ChesterBOS@ChesterNH.org)

*Charles F. Myette, Chairman, '25*  
*Stephen O. Landau, '24*

*Steven M. Couture, Vice-Chairman, '24*  
*Dana Theokas, '26*

*Richard S. Trask, '26*

### **SELECTBOARD MEETING AGENDA**

*Date of Meeting: September 7<sup>th</sup>, 2023 @ 6:00 PM – Meeting Room*  
*Broadcast on Channel 6 and streamed on [Government \(cablecast.tv\)](http://Government.cablecast.tv) – click “Watch Now”*  
*Available on Zoom tonight: <https://us06web.zoom.us/j/770832311>*

#### **I. PRELIMINARIES:**

- 1.1 6:00 PM Call the Meeting to Order
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Chairman’s Additions or Deletions
- 1.5 Public Comment (10 minutes)

#### **II. APPOINTMENTS**

- 2.1 Roadwork Updates: Supervisor of Roads James Piper
- 2.2 Town-Owned Property: Ted Broadwater
- 2.3 Monitoring Well on Town-Owned Property: Mike Howley, DES
- 2.4 Conservation Easements : Conservation Commission Chair Victor Chouinard

#### **III. BUSINESS:**

- 3.1 Finalize Budgeting & Financial Planning Process for FY24-25
- 3.2 Finalize Engineering RFP
- 3.3 Post Office Lease

#### **IV. CONSENT AGENDA:**

- 4.1 MS-1

#### **V. SELECTMEN’S ITEMS:**

- 5.1 Chairman’s Announcements
- 5.2 Roundtable
- 5.3 TA Report
- 5.4 Action Items
- 5.5 Potential Non-Public Sessions

#### **VI. ADJOURNMENT:**

***PLEASE NOTE: To be added to the next agenda, please contact the Board of Selectmen’s office by phone, in-person, or by email by 12pm Thursday prior to the next meeting. Please include any applicable documentation at this time for the Board’s review. Agenda items may be added or deleted without notice.***

September, 7<sup>th</sup> 2023

Dear Chester Board of Selectmen,

Thanks for your time! I'm here to discuss lot 7-59. Lot 7-59 is part of the William P Underhill farm sold to my family in 1946. It is 9 acres and consists almost entirely of swamp and a little bit of steep ledge next to the Chester Turnpike.

Here is a brief history of the property:

In 1946, my grandparents, Howard & Louise Geddis, bought the William P Underhill farm. The deed notes, "Containing 125 acres more or less and known as the William P Underhill Place." The farm included both of what is now considered lot 4-28 & 7-59. As part of the Underhill farm, the area now known as 7-59 offered water access during dry summers when Preston Brook – which runs through the property - ran dry. The old stone walls reflect this access. Looking through the deeds, through Underhill ownership in the 1800's, through Rand family ownership 1906 to 1946, and ownership by my family from 1946 to today, the land was not subdivided.

In 1964, lot 7-59 materialized through a Quitclaim deed sale to the Sullivan family in Manchester who used it for hunting. This was done without my family's knowledge and after my family had stopped major farming. In the late 70's, the Sullivan family sought to sell 7-59, but a potential sale and ensuing title research showed they did not have clear title to the land. The Quitclaim deed itself for 7-59 notes, "The aforesaid tract was originally part of the W. P. Underhill farm which was sold to Howard Geddis by Loren P. Rand." After extensive deed research done by my grandfather (Colonel Howard Geddis) in the 70's when the issue came to light, and repeated by me in the last couple years, it was determined the Sullivan family bought the property on a Quitclaim deed as opposed to a warranty deed. No title search was performed or title insurance purchased as part of the 1964 sale. Most importantly, no record of a deed or plan existing prior to that 1964 Quitclaim deed exists. Lot 7-59 was mistakenly created and is part of the William P. Underhill property.

In 1992, because the Sullivan family could not sell the land due to title issues and because they allowed back taxes to accrue, the town took possession of 7-59 due to unpaid back taxes. Since that time the land has remained vacant, not generating revenue for Chester, and often used as a dumping ground.

I'd like to resume control of this piece for three main reasons:

1. Return of the property to the deeded owners.
2. Clean up the property. As town-owned land past where Chester PD can patrol, the property has become a frequent dumping ground.
3. Promote good stewardship of the area which is wonderful wetland habitat but is experiencing illegal dumping.

I believe the benefits to the town would be:

1. Revenue for Chester in the form of back and future taxes.
2. Removal of the deteriorating camp which is currently a safety liability for the town.
3. Cost avoidance for clean-up of the area; I estimate several days' work with an excavator and at least three 40' dumpsters will be needed – there is a crumbling camp, tires, bottles, mattress frames, appliances and general garbage. Pictures are below.

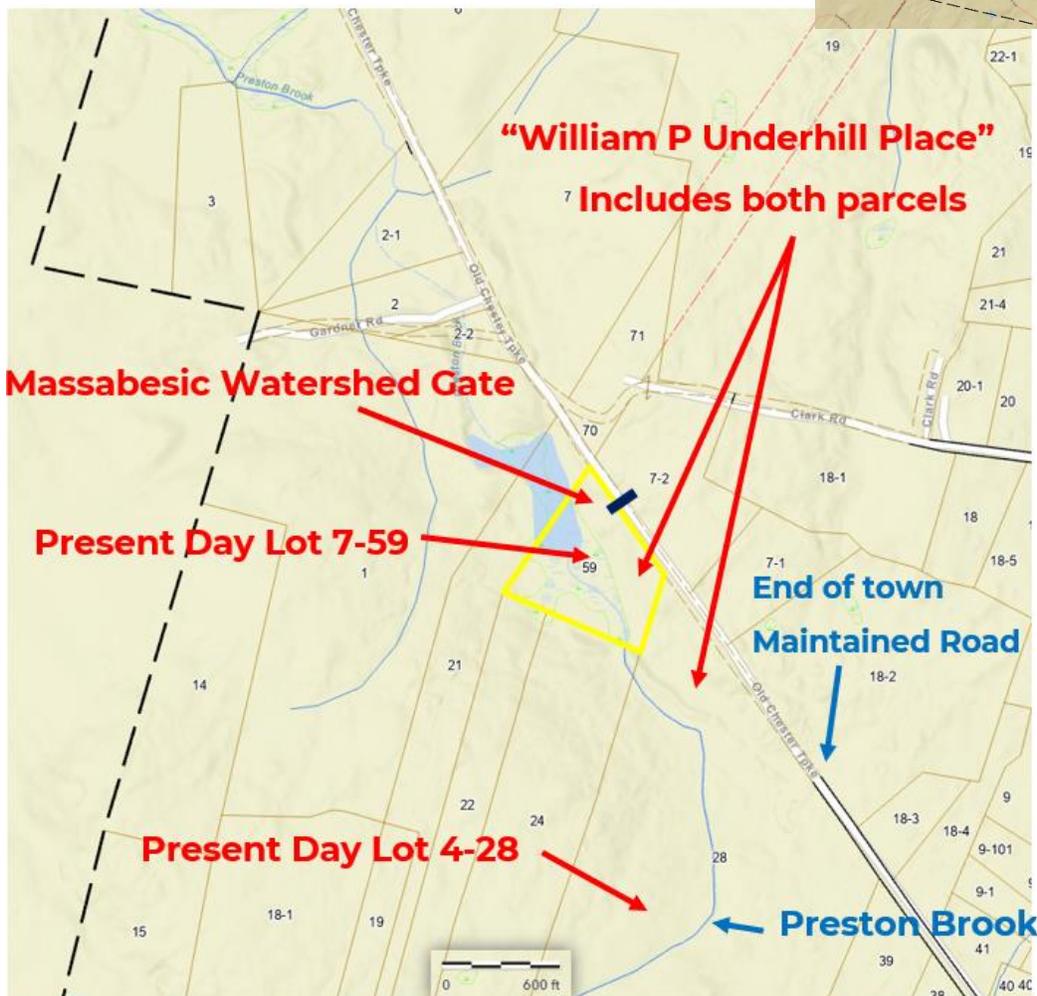
Through my research, I worked with a couple of real estate lawyers. One item discussed was how return of ownership may easily be achieved. Given the town, like the Sullivan family before, does not have clear title their suggestion was that I pay the back taxes and the town simply Quitclaim deed the property to my family. In so doing, clear title would be re-aligned, and the town would be made whole on accrued taxes due which I believe are around \$5,000. If helpful I can also pay the legal fees for drafting a quitclaim deed and the county recording fees.

I believe each of you know me, whether through my service on the Conservation Commission, Spring Hill Farm Commission, Solar Working Group or being a board member for the Wason Pond Pounder. I'm invested in Chester and looking to support our community and surroundings.

Thanks for your time!

Ted Broadwater (and wife Mielle Riggie and son Daniel)

374 Chester Street







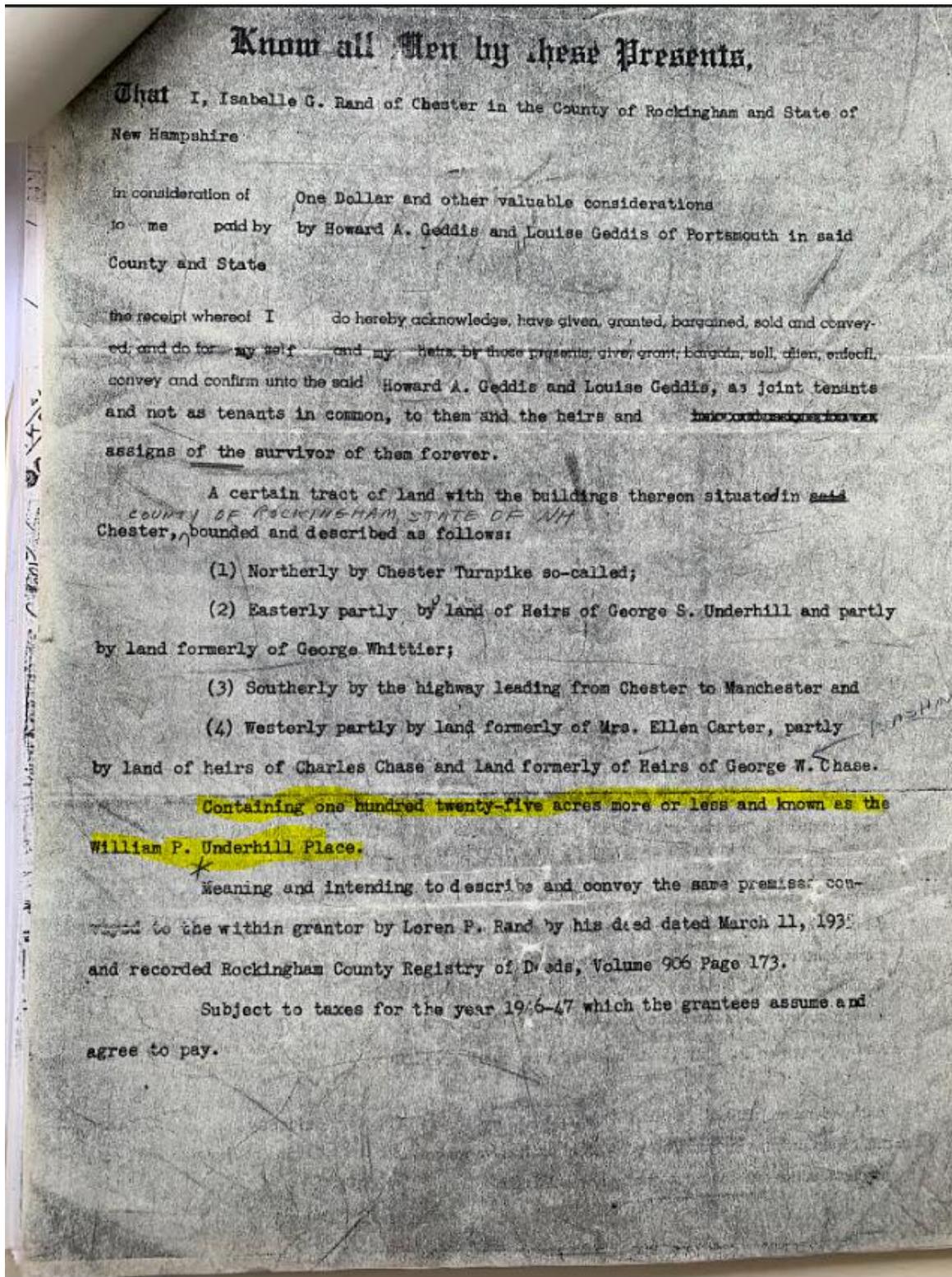








Deed from Rand family to Geddis family (Grandparents of Ted Broadwater) in 1946 noting title to the entire William P Underhill Farm.



Quitclaim deed from 1964 creating lot 7-59.

11.550  
 Dec 8 2 59 PM '64

1831 418  
**QUITCLAIM DEED**

I, George E. Rand  
 of Chester Rockingham County, State of  
 New Hampshire, for consideration paid, grant to George A. Sullivan  
 of Manchester (98 Bow St.) Hillsborough County, State of  
 New Hampshire, with QUITCLAIM covenants, as noted on reverse.  
 (Description and Incumbrances, if any)

A certain parcel of land with building thereon, containing  
 nine acres more or less, situated in said Chester, County of  
 Rockingham, State of New Hampshire, and bounded and described as  
 follows: Beginning at the northeast corner of said land at stake  
 and stones on the old Chester Turnpike, at the northwest corner of  
 the W. P. Underhill farm, now owned by Howard Geddis. Thence  
 northerly about forty rods by said highway to stake and stones;  
 thence westerly by Washington Chase land now owned by Bernard San-  
 born about thirty-eight rods to junction of two stone walls; thence  
 southerly about forty rods by land formerly of George W. Davis,  
 now Pearl E. Davis, and land of Edith Baldwin to stake and stones  
 on the line of the Geddis farm; thence easterly about thirty-eight  
 rods by Geddis farm to the bound first mentioned on the old  
 Chester Turnpike.

The aforesaid tract was originally part of the W. P. Underhill  
 farm which was sold to Howard Geddis by Loren P. Rand. All hard  
 wood and timber are included in this deed; but the pine and hemlock  
 are reserved by me.  
 This property is free from all other incumbrance.

Gertrude M. Rand, wife  
 husband of said Grantor, release to said Grantee all rights of  
 dower and homestead and other interest therein.

WITNESS my hand and seal this 2d day of December, 1964.

Witness:  
Arthur Richardson  
Josiah C. Richardson

George E. Rand  
Gertrude M. Rand

STATE OF NEW HAMPSHIRE  
Rockingham ss.  
December 2, 1964 Personally appeared and acknowledged the foregoing instrument to be  
 their voluntary act and deed.

Before me,  
Arthur Richardson  
 Justice of the Peace  
 Rockingham

## Debra Doda

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**From:** Debra Doda  
**Sent:** Monday, August 21, 2023 10:47 AM  
**To:** Selectboard 23-24  
**Subject:** FW: NH Groundwater Level Monitoring Network - Possible New Well in Chester  
**Attachments:** Proposed Chester Well - Aerial Photo.png

For discussion on September 7<sup>th</sup> –

I had a conversation with this gentleman last week. The State is looking to install more monitoring wells in areas where there are a lack of same; he was looking at Bridle Path properties in particular as apparently that's an underserved area.

The Town owns a couple of parcels on Bridle Path, one of which is very small (less than 3/4 acre) west of the FAA site and the power lines (see attached map). The State believes that'd be a good place for their monitoring well. Just wanted you to have the opportunity to read up on this before the September 7<sup>th</sup> meeting and ask any questions we might be able to settle before that night. If you think it'd be helpful, we can ask Mr. Howley to come in.

Debra H Doda  
Town Administrator  
Town of Chester  
84 Chester Street  
Chester, NH 03036  
(603) 887-3636 x131

*The best way to find yourself is to lose yourself in the service of others. -- Gandhi*

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**From:** Howley, Michael W <michael.w.howley@des.nh.gov>  
**Sent:** Thursday, August 17, 2023 3:50 PM  
**To:** Debra Doda <DDoda@chesternh.org>  
**Cc:** Csiki, Shane <Shane.J.Csiki@des.nh.gov>  
**Subject:** NH Groundwater Level Monitoring Network - Possible New Well in Chester

Debra,

Thank you for speaking to me earlier. As we discussed, I work in the New Hampshire Geological Survey (NHGS) within NH DES. I manage the Groundwater Level Monitoring Program for NHGS. A brief description of the Groundwater Level Monitoring Network and a link to the most recent data is included below. NHGS is planning in the near future to install additional wells to fill geographic gaps in the existing groundwater level monitoring network. We are interested in possibly installing one of these new well on the Town of Chester-owned parcel that we discussed, Map 01, Lot 65-01. The attached document shows an aerial photo indicating the lot lines of the Town of Chester owned property, the proposed well location, and nearby landmarks.

NHGS has installed similar wells for the groundwater level monitoring network on properties owned by other State of New Hampshire agencies, as well as on conservation land owned by NH-based non-profit organizations. For installation of a well on the Town of Chester-owned property, I propose that NHGS could draft an access agreement to cover the drilling activities and future access for monitoring of this proposed well. This access agreement would indemnify the Town of Chester of any liability related to installation of the well, restoration of the property after installation of the well is complete, or ongoing monitoring of the well. After well installation is complete, NHGS would install a cellular-enabled data logger in the well to record hourly water levels and NHGS personnel would need to visit the well once a month to hand measure groundwater level for calibration of the logger.

Please let me know if you have any questions or would like any further information about this request. I would be happy to present our request in person to your select board if that would help as well.

Thanks,  
Mike

**NH Groundwater Level Monitoring Network (GWLMN) background information:**

The principal purpose of the GWLMN is to monitor the occurrence and geographic extent of droughts indicated by groundwater level fluctuations. The network is currently made up of 33 wells, many of which are installed on State-owned properties or conservation properties. Groundwater levels are measured monthly by hand and are recorded hourly by data loggers installed in the wells. A monthly report of State-wide groundwater conditions is published by NHGS based on data produced by the GWLMN. We also maintain a Web Map Application for viewing the most recent status of wells in the network.

The NH Groundwater Level Monitoring Web Map Application is available at:

<https://nhdes.maps.arcgis.com/apps/webappviewer/index.html?id=521022e32a1540c2b281a071aa5421b7>

The monthly Groundwater Level Monitoring Report is available from the DES Documents Library at:

<https://www.des.nh.gov/resource-center/publications?keys=level&purpose=&subcategory=Groundwater>

**Michael Howley, P.G.**

Geoscience Program Specialist  
New Hampshire Geological Survey  
New Hampshire Department of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095  
(603) 271-7332

THIS IS A TRANSFER TO A TOWN AND IS  
EXEMPT FROM THE NEW HAMPSHIRE  
REAL PROPERTY TRANSFER TAX  
PURSUANT TO RSA 78-B:2, I

RETURN TO:  
Town of Chester  
Conservation Commission  
84 Chester Street,  
Chester NH 03036

Property Located in Chester, New Hampshire

### **AMENDED DECLARATION OF CONSERVATION EASEMENT**

The **TOWN of CHESTER**, a municipal corporation with a principal place of business at 84 Chester Street, Chester, County of Rockingham, State of New Hampshire, 03036 (hereinafter referred to as the "Town", which shall, unless the context clearly indicates otherwise, include the Town's successors and assigns), declares that a

CONSERVATION EASEMENT (herein referred to as the "Easement") hereinafter described with respect to that certain area of land (herein referred to as the "Property") being unimproved land, consisting of approximately 32 acres +/-, shown as Tax Map 8, Lot 13, 39 acres +/-, shown as Tax Map 7-63, and 74 acres +/- shown as Tax Map 7-62 on Ledge Road in the Town of Chester, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof by power conferred by an affirmative Vote of a Warrant Article #19 passed at the May 11, 1999 Town Meeting

and

Parcel 1 conveyed to the Town of Chester by Gerald E. Illig and Janet M. Illig by deed dated August 26, 2019 made pursuant to RSA 36-A:4, a purchase by the Town of Chester Conservation Commission, recorded with said Deeds in Book 6032, Page 2046, being currently known as Tax Map 7-62-1, shown as Map/Lot 7-62-7 on Plan D-27229, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof

And

That certain area of land (herein referred to as the "Property") being unimproved land, consisting of approximately 29.1 acres +/-, shown as Tax Map 7, Lot 60-2, 48 acres +/-, shown as Tax map 7-61, and 20 acres +/- shown as Tax Map 11-58 on Norton Road in the Town of Chester, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof

And

That certain area of land (herein referred to as the "Property") being unimproved land, consisting of approximately 16 acres, shown as Tax map 7-60-1 in the Town of Chester, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The purpose of this Amended Declaration of Conservation Easements is to confirm and restate the Declaration of Conservation Easement dated March 9, 20223 recorded with Rockingham County Registry of Deeds at Book 6472, Page 1557 and to make all of the parcels described herein subject to the terms and provisions of said Declaration of Conservation Easement.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47 and RSA 482-A, exclusively for the following conservation purposes:

A. The preservation and conservation of open spaces, particularly the conservation of the productive wetlands, vernal pools and uplands of which the Property consists and of the wildlife habitat thereon; and in order to permanently protect said area for nature study and recreation, and to enhance and maintain the scenic, wildlife, and forest that are an intrinsic part of Chester's valuable rural character for the benefit of the Town of Chester and its citizens.

B. The scenic enjoyment of the general public;

The above purposes are consistent with the clear conservation goals and/or objectives as stated in the 2015 Master Plan of the Town of Chester, which states as a goal:

- ◆ Promote the preservation and utilization of open space land, giving careful attention to water resources, steep slopes and agricultural lands

and as objectives:

- ◆ Implement the Chester Open Space Plan and identify local priorities for open space protection that will conserve water resources, steep slopes, and agricultural lands

and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage conservation, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the

state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

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

2. USE LIMITATIONS

- A. The Property shall be maintained in perpetuity as conservation land in its relatively natural state, without there being conducted thereon any industrial or commercial activities.
- B. The Property shall not be further subdivided or otherwise divided into parcels of separate distinct ownership.
- C. No structure or improvement of any kind (including without limitation, fences, roads, sheds, and barns, or any type of trailer, radio transmission or receiving device, or compost bin) shall be constructed, placed or introduced onto the Property.
- D. No removal, filling or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed on the Property.
- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property. However, the Town may erect and maintain signs designating the Property as land under the protection of the Town.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property.
- G. There shall be no dumping, injection, burning, or burial of any materials (including, without limitation, soil, manure, grass clippings, rubble, refuse, trash, vehicles or vehicle bodies or parts, tanks, barrels, appliances, machinery, and radioactive or hazardous waste) on the Property.
- H. There shall be no cutting or removal of any vegetation on the Property except as specified in Section 3.
- I. No part of the Property shall be used to provide legal or physical access to any road or other parcel of land.
- J. There shall be no operation of motorized vehicles on the Property, including, but not limited to, snowmobiles, dune buggies, motorcycles, and all-terrain vehicles, except as specified in Section 3.

K. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited.

### 3. RESERVED RIGHTS

The Town reserves the following rights, through its administrator, the Chester Conservation Commission, to:

A. Construct and maintain trails for hiking, cross-country skiing and other low impact transitory recreational uses, and to construct and maintain related ancillary structures, such as a bench or bridge, all as not detrimental to the purposes of this Easement. New trails will be established according to a plan prepared by the Town or its administrator.

B. To post against hunting or not to post as may be desired from time to time.

C. To permit or to forbid the use of motorized recreational vehicles of any or all kinds as the Town may desire from time to time except for emergency vehicles, police and fire, who are allowed to respond to an emergency or complaint without first obtaining permission from the Town or its administrator, but who shall notify them of any and all incidences.

D. To remove any living or downed trees, for forestry purposes, or that pose a hazard, or are diseased, are infested with invasive insects, and to remove invasive plants or shrubbery as specified in Section E below.

E. When removing trees, invasive plants or shrubbery the administrator and its agents and assigns will follow the recommendations specified in the document entitled "Logging BMP's to Protect Surface Waters, Wetlands and Soils." For removal of trees for forestry purposes, the Town, its administrator and agents or designees, shall follow a harvest cycle of 12 to 20 years to allow impacted resources to recover. Prior to logging the administrator may contract with a forestry consultant and flag any trees to be removed or not be removed or to make recommendations on the limits of recommended disturbance.

### 4. BENEFITS, BURDENS, AND ACCESS

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

B. The Town, its administrator and their agents and designees, shall have reasonable access

to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

5. ADDITIONAL EASEMENT

Should the Town and/or its administrator determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Town may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 4.A., above, accepts and records the additional easement.

IN WITNESS WHEREOF, the Town of Chester has hereunto set its hands and seal by a quorum of its duly elected representatives this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF CHESTER SELECT BOARD

By:

\_\_\_\_\_  
Charles F. Myette

\_\_\_\_\_  
Steven M. Couture

\_\_\_\_\_  
Stephen O. Landau

\_\_\_\_\_  
Dana Theokas

\_\_\_\_\_  
Richard S. Trask

The State of New Hampshire  
County of Rockingham

Personally appeared \_\_\_\_\_, \_\_\_\_\_, of the Town of Chester Select Board, this \_\_\_\_ day of \_\_\_\_\_, 2023 and acknowledged the foregoing on behalf of the Town of Chester Select Board.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

The State of New Hampshire  
County of Rockingham

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acknowledged the foregoing on behalf of the Town of Chester Select Board.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

## APPENDIX A

The Property is shown as “Conservation Easement” on, and is shown as Town Tax Map 8, Lot 13, 7-62 and 7-63.

The Property consists of the following-described area of land situated in the Town of Chester, County of Rockingham, State of New Hampshire, and contains 32 acres of forestland and wetland, Tax Map 8-13, 39 acres of forestland and wetland, Tax Map 7-63, 74 acres of forestland and wetland, Tax Map 7-62

Said lots 8-13 and 7-63, and a portion of 7-62, containing 27 acres, being the same premises conveyed to the Town of Chester by Tax Sale dated January 4, 1958 recorded with said Deeds in Book 2396, Page 1793, a portion of 60-acre parcel of land of Grace F. Perkins by deed of Ruth N. Ray, Blanche C. Webster and Lena L. Lambert dated 12/5/1953 and recorded at Book 1304, Page 327 in said Registry, more particularly bounded and described as follows:

Parcel One – Portion of Tax Map 7-62 containing 25 acres

A certain tract of sprout land situated in Chester aforesaid containing twenty-five acres and 2029.5' more or less, bounded and described as follows: Beginning at a stake and stones at the East corner of the Norton Farm, so-called, and running about 35 degrees West 2,128.5' by the line of land now or formerly owned by the heirs of A. S. Dearborn and land now or formerly of George W. Hook to a stake and stones at the corner of land now or formerly of J. W. Noyes thence running South 60 degrees East by the line of said Noyes land 1,056' to a stake and stones in a pond; thence running North 59 degrees East 2,524.5' to the point of beginning.

Parcel Two – Tax Map 8-13 and portion of Tax Map 7-63

A certain tract of land situated in said Chester containing 60 acres, 1,650' more or less, bounded and described as follows: Beginning at the East corner of the above-described tract of land and running South 50 degrees East 693' by the line of land now or formerly of S. Pingree to a stake and stones; thence North 80 degrees East by the line of said Pingree's land 726' to a stake and stones; thence Northeast 445.5' to the corner of land now or formerly of John Wason; thence South by the line of said Wason's land 1,104.18' more or less, to a stake and stones; thence South 45 degrees West by the line of said Wason's land 636.9' more or less, to a stake and stones; thence Easterly by the line of said Wason's land 300.96' more or less to a stake and stones at the corner of land of R. J. Clay; thence south 40 degrees West by the line of said Clay's land 462' to the line of land owned by said heirs of A. S. Dearborn to a stake; thence North 61 degrees West by line of said Dearborn land 1,134.54' more or less, to a stake; thence Northerly by the line of said Dearborn land 792' to a stake; thence North 45 degrees about 660' by line of said Dearborn land to a stake on the line of first above-mentioned tract of land; thence North 35 degrees by the line of the first-mentioned tract 589.38' more or less, to the first mentioned bound of the East corner of North Farm.

See tax taking recorded in Book 2396, Page 1793.

Parcel 3 – 10 acre portion of Tax Map 7-63

A certain parcel of land situated in said Chester, containing ten acres, more or less, bounded and described as follows: on the North by land now or formerly of John W. Parker and land now or formerly of Arthur N. West; one the East and South by land now or formerly of George S. Webster; and on the North by Long Pond, so-called.

See tax taking recorded in Book 2396, Page 1792

Parcel 4 – portion of Tax Map 7-62

A portion of Tax Map 7-62 containing 47 acres, being the same premises conveyed to the Town of Chester by Tax Sale recorded with said Deeds in Book 975, Page 226 being the Norton Sprout Land of Charles Bailey conveyed to him by deed of Weeke dated September 16, 1912 recorded with said Deeds in Book 673, Page 270 bounded and described as follows:

A certain tract or parcel of land situate in said Chester, containing 47 acres more or less beginning at the northwest corner of the premises at the corner of a wall thence 1,419' by land of John Parker to stake and stones at Long Pond, thence 59 degrees west 2,079' by land of George Webster to a stake and stones at northwest corner of land formerly of George Smith thence 59 degrees west 709.5' by said Smith land to a stake and stone, thence 38 degrees east by land of George Gillingham 1,980' to first-mentioned bound. Reference to said deed is made for a more particular description.

Parcel 5 – Tax Map 7-62-1

A certain tract or parcel of woodland situate in Chester, in the County of Rockingham and said State of New Hampshire, being a part of the Norton Farm, so-called, containing about five acres and 2,029.5' feet, more or less, and bounded as follows:

Commencing at the north corner of said premises on the line of the Weeks land at the corner of land now or formerly owned by Alfred T. Wood and running south fifty-nine degrees east by said wood land, about 709.5' to a stake and stones on the line of the Shackford lot, so called, thence south fifty-nine degrees west by the line of said Shackford lot 443,52' more or less, to a stake and stones, on the line of land owned by John W. Noyes; thence north sixty degrees west about 554.4' more or less, to a stake and stones on the line of Mr. Weeks land; thence north thirty-eight degrees east by the line of said Weeks land about 404.25' more or less, to the first mentioned bound.

Being Parcel 1 conveyed to the Town of Chester by Gerald E. Illig and Janet M. Illig by deed dated August 26, 2019 made pursuant to RSA 36-A:4, a purchase by the Town of Chester Conservation Commission, recorded with said Deeds in Book 6032, Page 2046, being currently

known as Tax Map 7-62-1, shown as Map/Lot 7-62-7 on Plan D-27229,

Parcel 6 – Tax Maps 7-60-2, 7-61 and 11-58

A certain parcel of land, with improvements thereon, if any, situate in Chester, Rockingham County, New Hampshire, known as the Norton Lot, containing forty-seven (47) acres, more or less, being bounded and described as follows:

Beginning at the southeast corner of the premises at the corner of a wall at land now or formerly of John M. Parker; thence turning S 38 degrees W and running 177.5 rods to a stake and stones at the southwest corner of land of heirs of John W. Noyes; thence turning N 45-1/4 degrees W and running 27 rods 22 links by land now or formerly of Dale Brothers to a stake and stones on a rangeway; thence turning N 29 degrees E and running 154 rods by the rangeway to a corner of wall at land now or formerly of George A. Cammett; thence turning S 66 degrees E and running 41 rods 15 links by wall at land of said Cammett to end of wall; thence turning N 85 degrees 21' E and running 28 rods 18 links by said Cammett land to the place of beginning.

Being the first parcel of land described in deed of Charles W. Gammett et al to Eva M. Grimes recorded in the Rockingham County Registry of Deeds at Book 816, Page 92.

Also land in Chester, Rockingham County, New Hampshire shown as the second parcel described in said deed of Cammett to Eva M. Grimes recorded at Book 816, Page 92 with the exception of that portion of the same conveyed by Loring Grimes to Kenneth Bevan et ux, by deed recorded with said Deeds at Book 990, Page 27. The parcel referred to as described in said deed of Cammett to Grimes contained sixty (60) acres, more or less, and the parcel referred to in deed of Grimes to Bevan et ux contained fifteen (15) acres, leaving forty-five (45) acres, more or less, intended to be a part hereof. A description of the entire parcel referred to in Cammett to Grimes is as follows:

A certain tract of land with the buildings thereon situate in Chester on the road leading from J.A. Hooke's corner to land now or formerly of F.L. Hazelton, containing sixty(60) acres, more or less, and bounded as follows:

Beginning at the northeast corner of the premises; thence running southerly by the Norton Road, so-called, and land now or formerly of A.B. Parker about eighty (80) rods to land now or formerly of G.U. Weeks and Ashel D. Weeks; thence westerly by said Weeks' land to land now or formerly of Ashel Weeks heirs; thence northerly by land of said Weeks and B.F. Hazelton to stake and stones; thence easterly by said Hazelton land to the corner of the stone wall; thence northerly by a stone wall to the highway; thence easterly by the highway to the point begun at.

Being the same premises conveyed to the Town of Chester by deed of Bruce N. Hatton, and Frederick L. Hatton by deed dated March 12, 2007 recorded with said Deeds in Book 4777, Page 2124.

Parcel 7 – Tax Map 7-60-1

A certain tract of land situate in said Chester, in the County of Rockingham and said State of New Hampshire, containing sixteen acres, more or less, and bounded northerly by land formerly of John Rand; westerly by land formerly owned by John Bell; southerly by land formerly of Humphrey Lufkin and easterly by land formerly owned by Joseph Carr, David French and Josiah Norton, being a part of the premises conveyed by Joshua Brown to Elephalet Brown.

Meaning and intending the real estate parcel designated on the Town of Chester Assessor's Tax map as Parcel 7-60-1 on Candia Road, containing 16 acres, more or less, and being shown as Map 7, Lot 6-01 on a plan of land entitled "Plan Showing Map 7 Lot 60-1 and Other Land of Gerald E. & Janet M. Illig, Chester, New Hampshire," prepared for: Gerald E. & Janet M. Illig, 20 Boyce Road, Eliot, Maine 03903, Scale 1"=100,' April 2, 1999, recorded in the Rockingham County Registry of Deeds as Plan #D-27229.

Being a portion of the premises conveyed to the Town of Chester by deed of Gerald E. Illig and Janet M. Illig dated August 26, 2019, shown as Parcel 2 on said deed, recorded with said Deeds in Book 6032, Page 2046.

Amended Easement include Hatton 7-60-2, 7-61, 11-58, Illig (Perkins)

THIS IS A TRANSFER TO A TOWN AND IS  
EXEMPT FROM THE NEW HAMPSHIRE  
REAL PROPERTY TRANSFER TAX  
PURSUANT TO RSA 78-B:2, I

RETURN TO:  
Town of Chester  
Conservation Commission  
84 Chester Street, Chester  
NH 03036

Property Located in Chester, NH

**DECLARATION OF CONSERVATION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS, that**

The **TOWN of CHESTER**, a municipal corporation with a principal place of business at 84 Chester Street, Chester, County of Rockingham, NH 03036 (hereinafter referred to as the "Town", which shall, unless the context clearly indicates otherwise, include the Town's successors and assigns)

DECLARES that a CONSERVATION EASEMENT be placed on

The following described land located in the Town of Chester, NH:

The 119 acre parcel designated as 'NEW MAP 2 LOT 88-1 OPEN SPACE' on a Plan entitled "Subdivision Plans, Jenkins' Farm, Haverhill Road (NH Route 121) Chester, New Hampshire Prepared for Sterling Homes, LLC" by Promised Land Survey, LLC recorded in the Rockingham County Registry of Deeds as Plan #36951 ("Jenkins' Farm Subdivision Plan") and more particularly described on APPENDIX A attached hereto, referenced herein as the "Premises" or the Town Open Space Area."

The CONSERVATION EASEMENT (herein referred to as the "Easement")

1. **PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47 and RSA 482-A, exclusively for the following conservation purposes:

- A. The preservation and conservation of open spaces, particularly the conservation of the productive wetlands, vernal pools and uplands of which the Property consists and of the wildlife habitat thereon; and in order to permanently protect said area for nature study and recreation, and to enhance and maintain the scenic, wildlife, and forest that are an intrinsic part of Chester's valuable rural character for the benefit of the Town of Chester and its citizens.
- B. The scenic enjoyment of the general public;

The above purposes are consistent with the clear conservation goals and/or objectives as stated in the 2015 Master Plan of the Town of Chester, which states as a goal:

- ◆ Promote the preservation and utilization of open space land, giving careful attention to water resources, steep slopes and agricultural lands

and as objectives:

- ◆ Implement the Chester Open Space Plan and identify local priorities for open space protection that will conserve water resources, steep slopes, and agricultural lands

and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage conservation, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

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

C. The purpose of this Declaration of Conservation Easement is to supplement and not replace the various restrictions included within a Warranty Deed from Jenkins' Farm, LLC to the Town of Chester dated October 2, 2020 and recorded with the Rockingham County Registry of Deeds at Book 6233, Page 2601. Should there be any conflicts between the restrictions herein and the restrictions in said Deed, the restrictions in said Deed shall prevail.

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

## 2. USE LIMITATIONS

- A. The Property shall be maintained in perpetuity as conservation land in its relatively natural state, without there being conducted thereon any industrial or commercial activities.
- B. The Property shall not be further subdivided or otherwise divided into parcels of separate distinct ownership.
- C. No structure or improvement of any kind (including without limitation, fences, roads, sheds, and barns, or any type of trailer, radio transmission or receiving device, or compost bin) shall be constructed, placed or introduced onto the Property.

D. No removal, filling or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed on the Property.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property. However, the Town may erect and maintain signs designating the Property as land under the protection of the Town.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property.

G. There shall be no dumping, injection, burning, or burial of any materials (including, without limitation, soil, manure, grass clippings, rubble, refuse, trash, vehicles or vehicle bodies or parts, tanks, barrels, appliances, machinery, and radioactive or hazardous waste) on the Property.

H. There shall be no cutting or removal of any vegetation on the Property except as specified in Section 3.

I. No part of the Property shall be used to provide legal or physical access to any road or other parcel of land.

J. There shall be no operation of motorized vehicles on the Property, including, but not limited to, snowmobiles, dune buggies, motorcycles, and all-terrain vehicles, except as specified in Section 3.

K. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited.

### 3. RESERVED RIGHTS

The Town reserves the following rights, through its administrator, the Chester Conservation Commission, to:

A. Construct and maintain trails for hiking, cross-country skiing and other low impact transitory recreational uses, and to construct and maintain related ancillary structures, such as a bench or bridge, all as not detrimental to the purposes of this Easement. New trails will be established according to a plan prepared by the Town or its administrator.

B. To post against hunting or not to post as may be desired from time to time.

C. To permit or to forbid the use of motorized recreational vehicles of any or all kinds as the Town may desire from time to time except for emergency vehicles, police and fire, who are allowed to respond to an emergency or complaint without first obtaining permission from the Town or its administrator, but who shall notify them of any and all incidences.

D. To remove any living or downed trees, for forestry purposes, or that pose a hazard, or are diseased, are infested with invasive insects, and to remove invasive plants or shrubbery as specified in Section E below.

E. When removing trees, invasive plants or shrubbery the administrator and its agents and assigns will follow the recommendations specified in the document entitled “Logging BMP’s to Protect Surface Waters, Wetlands and Soils.” For removal of trees for forestry purposes, the Town, its administrator and agents or designees, shall follow a harvest cycle of 12 to 20 years to allow impacted resources to recover. Prior to logging the administrator may contract with a forestry consultant and flag any trees to be removed or not be removed or to make recommendations on the limits of recommended disturbance.

4. BENEFITS, BURDENS, AND ACCESS

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

B. The Town, its administrator and their agents and designees, shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

5. ADDITIONAL EASEMENT

Should the Town and/or its administrator determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Town may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 4.A., above, accepts and records the additional easement.

IN WITNESS WHEREOF, the Town of Chester has hereunto set its hand and seal by a quorum of its duly elected representatives this \_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF CHESTER SELECT BOARD

By:

\_\_\_\_\_

Charles F. Myette

Steven M. Couture

\_\_\_\_\_  
Stephen O. Landau

\_\_\_\_\_  
Dana Theokas

\_\_\_\_\_  
Richard S. Trask

The State of New Hampshire  
County of Rockingham

Personally appeared \_\_\_\_\_, \_\_\_\_\_, of the  
Town of Chester Select Board, this \_\_\_\_ day of \_\_\_\_\_, 2023 and  
acknowledged the foregoing on behalf of the Town of Chester Select Board.

Before me, \_\_\_\_\_

Justice of the Peace/Notary Public

My commission expires:

The State of New Hampshire  
County of Rockingham

Personally appeared \_\_\_\_\_, \_\_\_\_\_, of the  
Town of Chester Select Board, this \_\_\_\_ day of \_\_\_\_\_ 2023 and  
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Town of Chester Select Board, this \_\_\_\_ day of \_\_\_\_\_ 2023 and  
acknowledged the foregoing on behalf of the Town of Chester Select Board.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public  
My commission expires:

## APPENDIX A

A certain parcel of land located in the Town of Chester designated as ‘NEW MAP 2 LOT 88-1 OPEN SPACE’ on a Plan entitled “Subdivision Plans, Jenkins” Farm, Haverhill Road (NH Route 121) Chester, New Hampshire Prepared for Sterling Homes, LLC” by Promised Land Survey, LLC recorded in the Rockingham County Registry of Deeds as Plan #36951 (“Jenkins’ Farm Subdivision Plan”) and more particularly described as follows:

Commencing at a point on the southerly side of Jack Road at the northeasterly corner of the within described open space; thence

1. South 35°09’59” west a distance of 124.39 feet to a point; thence
2. South 34°55’53” west a distance of 193.50 feet to a point; thence
3. South 34°56’53” west a distance of 112.48 feet to a point; thence
4. North 59°34’30” west a distance of 189.73 feet to a point; thence
5. North 59°19’37” west a distance of 131.78 feet to a point; thence
6. North 59°52’46” west a distance of 152.90 feet to a point; thence
7. South 33°46’45” west a distance of 159.34 feet to a point; thence
8. South 32°38’55” west a distance of 58.04 feet to a point; thence
9. South 30°37’45” west a distance of 71.37 feet to a point; thence
10. South 35°11’43” west a distance of 178.29 feet to a point; thence
11. South 33°50’49” west a distance of 306.39 feet to a point; thence
12. South 33°49’16” west a distance of 231.86 feet to a point; thence
13. South 33°52’19” west a distance of 132.78 feet to a point; thence
14. South 35°15’33” west a distance of 175.58 feet to a point; thence
15. South 33°52’15” west a distance of 118.14 feet (along an existing barbed wire fence) to a point; thence
16. South 35°03’08” west a distance of 480.87 feet (partially along an existing barbed wire fence) to a point at the Chester/Derry town line; thence

17. North  $77^{\circ}13'30''$  west at distance of 2,715.56 feet along said Chester/Derry town line to a point; thence
18. North  $36^{\circ}15'48''$  east a distance of 3.79 feet to a point; thence
19. North  $39^{\circ}55'23''$  east a distance of 192.07 feet along a stone wall to a point; thence
20. North  $39^{\circ}47'13''$  east a distance of 134.63 feet along a stone wall to a point; thence
21. North  $39^{\circ}55'41''$  east a distance of 187.39 feet along a stone wall to a point; thence
22. North  $39^{\circ}58'31''$  east a distance of 138.48 feet along a stone wall to a point; thence
23. North  $39^{\circ}40'13''$  east a distance of 1,034.39 feet to a drill hole; thence
24. North  $39^{\circ}27'14''$  east a distance of 306.89 feet along a stone wall to a point; thence
25. North  $40^{\circ}13'15''$  east a distance of 162.17 feet along a stone wall to a point; thence
26. North  $39^{\circ}25'55''$  east a distance of 535.19 feet along a stone wall to a point; thence
27. North  $40^{\circ}33'02''$  east a distance of 265.72 feet to a point; thence
28. North  $39^{\circ}52'39''$  east a distance of 277.27 feet to a point; thence
29. North  $39^{\circ}02'44''$  east a distance of 151.64 feet to a point; thence
30. North  $28^{\circ}55'25''$  east a distance of 34.15 feet to a point; thence
31. South  $59^{\circ}33'32''$  east a distance of 191.99 feet along the center line of the discontinued Jack Road to a point; thence
32. North  $25^{\circ}41'22''$  east a distance of 30.96 feet to a point; thence
33. North  $32^{\circ}50'31''$  east a distance of 9.97 feet to a point; thence
34. North  $11^{\circ}27'26''$  east a distance of 31.68 feet to a point; thence
35. North  $09^{\circ}45'56''$  west a distance of 35.65 feet to a point; thence
36. North  $15^{\circ}28'42''$  west a distance of 90.64 feet to a point; thence
37. North  $18^{\circ}47'39''$  west a distance of 82.64 feet to a point; thence
38. North  $16^{\circ}39'11''$  west a distance of 195.22 feet to a point; thence

39. North  $26^{\circ}51'46''$  west a distance of 191.73 feet to a point; thence
40. North  $23^{\circ}46'18''$  west a distance of 175.65 feet to a point; thence
41. North  $32^{\circ}07'01''$  west a distance of 100.52 feet to a point; thence
42. North  $27^{\circ}00'08''$  west a distance of 269.41 feet to the most northerly point of the within described parcel; thence
43. South  $55^{\circ}34'27''$  east a distance of 1,167.46 feet to a point; thence
44. South  $58^{\circ}10'50''$  east a distance of 318.73 feet to a point; thence
45. South  $60^{\circ}27'12''$  east a distance of 178.84 feet to a point; thence
46. North  $28^{\circ}09'50''$  east a distance of 101.59 feet to a point; thence
47. North  $23^{\circ}57'37''$  east a distance of 66.87 feet to a point; thence
48. North  $26^{\circ}43'51''$  east a distance of 207.54 feet to a point; thence
49. South  $59^{\circ}36'39''$  east a distance of 847.89 feet to a point; thence
50. South  $20^{\circ}59'06''$  west a distance of 50 feet, more or less, to a point at the northeasterly corner of Lott 88-101; thence
51. North  $59^{\circ}36'39''$  west a distance of 582.82 feet along Lots 101, 102, 103 and 104 to a point; thence
52. South  $26^{\circ}43'51''$  west a distance of 153.03 feet along Lot 104 to a point; thence
53. South  $23^{\circ}57'37''$  west a distance of 67.49 feet along Lot 104 and 105 to a point; thence
54. South  $28^{\circ}09'50''$  west a distance of 154.65 feet along Lot 105 and 106 to a point; thence
55. North  $60^{\circ}27'12''$  west a distance of 231.05 feet along Lot 106 and 107 to a point; thence
56. North  $58^{\circ}10'50''$  west a distance of 45.36 feet along Lot 107 to a point; thence
57. South  $66^{\circ}42'46''$  west a distance of 136.68 feet along Lots 107 and 108 to a point; thence
58. South  $61^{\circ}16'30''$  west a distance of 195.22 feet along Lot 109 to a point; thence
59. South  $46^{\circ}57'09''$  west a distance of 318.15 feet along Lot 110 to a point; thence
60. South  $59^{\circ}23'11''$  east a distance of 270.19 feet along Lot 110 to a point; thence

61. South 29°13'51" west a distance of 33.69 feet crossing Jack Road at a point between the discontinued portion of Jack Road and the Class VI portion of Jack Road; thence
62. North 64°50'57" west a distance of 11.08 feet along Lot 111 to a point; thence
63. North 62°22'29" west a distance of 73.35 feet along Lot 111 to a point; thence
64. North 65°21'23" west a distance of 91.88 feet along Lot 111 to a point; thence
65. North 61°15'39" west a distance of 98.57 feet along Lot 111 to a point; thence
66. South 34°09'20" west a distance of 97.65 feet along Lot 111 to a point; thence
67. South 27°47'11" west a distance of 558.13 feet along Lots 112, 113, 114 and 115 to a point; thence
68. South 16°22'27" west a distance of 198.67 feet along Lot 116 to a point; thence
69. South 04°28'14" west a distance of 199.37 feet along Lot 117 to a point; thence
70. South 08°10'37" east a distance of 199.37 feet along Lot 118 to a point; thence
71. South 20°49'28" east a distance of 199.37 feet along Lot 119 to a point; thence
72. South 33°28'19" east a distance of 199.37 feet along Lot 120 to a point; thence
73. South 39°47'44" east a distance of 387.44 feet along Lots 121, 122 and 123 to a point; Thence
74. South 56°32'11" east a distance of 194.98 feet along Lot 124 to a point; thence
75. South 64°57'36" east a distance of 193.74 feet along Lot 125 to a point; thence
76. South 76°18'21" east a distance of 193.74 feet along Lot 126 to a point; thence
77. South 84°46'35" east a distance of 95.67 feet along Lot 127 to a point; thence
78. North 33°49'15" east a distance of 33.96 feet along Lot 127 to a point; thence
79. North 33°50'49" east a distance of 307.00 feet along Lots 127 and 128 to a point; thence
80. North 35°11'43" east a distance of 176.88 feet along Lots 128 and 129 to a point; thence
81. North 30°37'45" east a distance of 70.26 feet to a point; thence

82. North 32°38'55" east a distance of 59.41 feet to a point; thence
83. North 33°46'45" east a distance of 206.97 feet along Lot 129 to a point; thence
84. South 59°36'27" east a distance of 501.55 feet along Lot 130 to a point; thence
85. South 35°00'28" east a distance of 377.81 feet along Lots 130, 131, 132 and 133 to a point at the southerly side of Jack Road (Class VI); thence
86. South 62°17'19" east a distance of 70.00 feet along said Jack Road (Class VI) to the point of beginning.

Being the premises conveyed to the Town of Chester by Jenkins' Farm, LLC by Warranty Deed dated October 2, 2020 recorded with said Deeds in Book 6233, Page 2601 and subject to the rights and easements, and rights reserved to the grantor therein.

## Budgeting and Financial Planning - Fiscal Year 2024-2025

Welcome to another year of budget management and planning!

The FY24-25 budgeting process will be substantially the same as last year. Templates and instructions will be prepared by Finance Director Smith and distributed to Department Heads and Board/Committee/Commission Chairs in **mid-November**. Once the templates have gone out, a training session will be offered. The final due date for submissions will be **Friday, December 29<sup>th</sup>, 2023**, which is approximately six weeks from the distribution date. Please keep in mind, however, that you are more than welcome to return your template earlier than that in order to allow the Town Administrator and Finance Department sufficient time to review and then enter your data into the budgeting software before the Selectboard and Budget Committee begin reviewing requests in early **February 2024**.

As you work on your budget, please note the following:

- Each Department Head or Chair is required to submit a budget, even if they are not requesting that any changes be made.
- The budgeting process is for operating expenditures (i.e., costs associated with the normal course of business for the current year), not capital expenditures (i.e., costs associated with purchases of items that have at least three years of useful life and generally exceed \$5,000). Budgeting for capital equipment and projects occurs separately and is handled by the Planning Board.
- The Selectboard and the Budget Committee have determined that departmental budgets for non-payroll-related expenses will be expected to increase by no more than **3%** for the coming year. This percentage has been calculated by considering the average of the past three years' CPI as well as the increase in households over the past year. However, if there is a compelling reason for increasing the budget for a specific line by more than that figure, there must either be an offsetting dollar decrease in another line within your budget, or a justification must be attached to the template itself, with all increases over the mandated **3%** prioritized. This percentage will be reviewed at the start of Budget Season to determine if it is still appropriate and may be changed.
- The reallocation of budget dollars within line items to better align the budget with the prior year's actual expenditures is encouraged.
- Salaries, wages, and benefits are entered into the Budgeting Software by the Finance Director after consultation with the Finance Officer and the Wage Matrix. However, overtime wages and stipends are budgeted for by the individual Departments. Each employee must have a current review in order to have his or her increase placed into the budget.
- Members of the Budget Committee will be encouraged to attend the Selectboard's Budget Review sessions where the Department Heads are present. Should the Budget Committee request a Department Head's presence at a Budget Committee meeting,

## **Budgeting and Financial Planning - Fiscal Year 2024-2025**

however, the Department Liaison and the Town Administrator will also attend that meeting.

- Warrant articles must initiate through the Town Administrator's office. These Warrant Articles should be submitted by **March 1<sup>st</sup>, 2024**, and those received after this date may not be considered. If you need assistance writing the article, please see TA Doda.

Thank you for your cooperation as we work together to develop the FY24-25 operating budget for the Town of Chester. Please feel free to contact either Finance Director Smith, TA Doda, or your liaison with any questions you may have.

DRAFT

## **Budgeting and Financial Planning - Fiscal Year 2024-2025**

### **Budget Meeting Schedule Budgets & Warrant Articles**

#### **Thursday, February 1, 2024 - Internal Departments**

Building Inspector – Myrick Bunker  
Government Buildings – Paul Cavanaugh  
Executive/Administrative – Debra Doda  
Welfare – General Assistance, Governmental, Other Health Agencies – Debra Doda  
Planning Department – Andrew Hadik/Brian Sullivan  
Town Clerk, Tax Collector – Justine Celentano

#### **Thursday, February 8, 2024 – Internal Departments**

Police/Animal Control – Aaron Berube  
Assessing – Jean Packard  
Recreation, Wason Pond, WPCC, Fireworks – Corinna Reishus  
Finance, Insurance, Ad & Regional Associations, Legal, Debt Service, Benefits – Joanne Smith  
IT – Mike Ebbett  
ZBA – Nancy Hoijer/Billie Maloney

#### **Thursday, February 15, 2024 – External Departments**

Highway – James Piper  
Transfer Station, Landfill – Stacy Manfrates  
Ambulance, Fire, Forest Fire, Fire Department Grants, Ambulance Billing – Phil Gladu  
Emergency Management – Phil Gladu  
Library – Kandace Knowlton

#### **Thursday, February 22, 2024 – Other Budgeted Departments**

Senior Citizens – Kathy Dircks  
Supervisors of the Checklist – Leslie Packard  
Great Hill Cemetery – John Colman  
Treasurer – Rhonda Lamphere  
Village Cemetery – Aaron Mansur  
Patriotic – Darrell Quinn  
Street Lighting – Debra Doda

#### **Thursday, March 2, 2024 – Boards, Committees, Commissions**

Conservation Commission – Victor Chouinard  
Trustees of the Trust Funds – Colin Costine  
PACT – Bob Grimm

## **Budgeting and Financial Planning - Fiscal Year 2024-2025**

Wason Pond Commission, Bath House, and Cottage – Chris Hadik  
Spring Hill Farm – Beth Sautter  
Budget Committee – Ephraim Dobbins

### **Thursday, March 7, 2024**

Warrant Articles – all Department Heads and Chairs

### **Friday, March 15, 2024**

Budget and Warrant to Budget Committee

### **Tuesday, April 2, 2024**

Last day to accept petitioned warrant articles

### **Thursday, April 18, 2024**

Budget & Warrant Public Hearing

### **Tuesday, April 30, 2024**

Last day to post Budget and Warrant

### **Thursday, May 16<sup>th</sup>, 2024**

Town Meeting



## **TOWN OF CHESTER, NEW HAMPSHIRE**

### **INVITATION TO BID**

The Town of Chester is soliciting qualified and responsible engineering firms, or individuals with municipal engineering experience, to submit written proposals for the provision of engineering services for the Town of Chester, New Hampshire. As the Town Engineer, the selected firm or individual(s) will be expected to provide general engineering services, including engineering design, subdivision and land development reviews, construction inspections, storm water management, structural engineering, attendance at public meetings, construction supervision, and other engineering consulting services as needed.

Five (5) hard copies and one (1) electronic copy on a USB flash drive of the response to this Request for Proposal shall be submitted in a sealed envelope clearly labeled with the Bidder's name and "Request for Proposal – Engineering Services" to the following address:

Engineering Services  
RFP 08-SEP-23  
Town of Chester  
84 Chester Street  
Chester, NH 03036  
Attn: Debra Doda, Town Administrator

Questions concerning this Request for Proposal shall be directed to Debra H Doda, Town Administrator.

All proposals must be received no later than Monday, October 1<sup>st</sup>, 2023 at 3:00pm (time period may be extended at the discretion of the Selectboard) to be considered. It is the sole responsibility of the Bidder to have the packet at the designated location prior to the deadline date and time. Faxed submittals will not be accepted.

Sealed proposals must be signed by a duly authorized official of the Bidder. Proposal terms shall be valid for a period of ninety (90) days from receipt by the Town of Chester. It is anticipated but not guaranteed that a contract will be awarded to a Bidder based upon the RFP response and evaluation prior to Tuesday, October 31<sup>st</sup>, 2023.

All responses are governmental records subject to public disclosure under the Right-to-Know Law. The Town will not accept responses marked confidential in whole or in part.



## **REQUEST FOR PROPOSAL/QUALIFICATIONS FOR MUNICIPAL ENGINEERING SERVICES**

The Request for Proposal/Qualifications (RFP) is part of a competitive procurement process which helps to service the Town's best interests. It also provides Engineering firms with a fair opportunity for their services to be considered. The process of competitive negotiating being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the Town has the flexibility it needs to negotiate with engineering firms to arrive at a mutually agreeable relationship.

### **GENERAL INFORMATION ON THE TOWN OF CHESTER**

The Town of Chester is located in the southeastern part of New Hampshire, and operates under the Selectboard form of government with a five (5) member Selectboard and a Town Administrator. The Town is just over 26 square miles with approximately 56 miles of Town roads and 14 miles of State roads. There are three Town-owned bridges, two of which are red-listed, and two Town-owned dams.

The Town provides its citizens with local 24/7 Police coverage, call fire and contracted ambulance services, public works, solid waste services, building code enforcement, zoning, planning, parks and recreation, and other municipal services. The Selectboard meets the first and third Thursday of each month for its regular public meetings, and the fifth Thursday of each month for a workshop when necessary. The Town has an approximate residential population of 5,232, and an annual budget of the Town and School combined of approximately \$20 million.

### **MINIMUM QUALIFICATIONS**

The selected firm must provide personnel who meet the following minimum criteria:

1. Are licensed to practice engineering in the State of New Hampshire,
2. Have a minimum of seven (7) years of experience as a municipal engineer,
3. Have expertise in the areas of engineering design, storm water management design and inspection, road construction, traffic/transportation engineering, community planning, funding coordination, grant writing, budgeting for projects, subdivision and land development review, and regional planning,
4. Can provide all aspects of general municipal engineering that may, from time to time, arise in Town operations, and



5. Have a clean criminal background for all employees working for and on behalf of the Town of Chester.

The selected firm must either provide personnel who meet the following minimum criteria or be able to subcontract (and provide the name and qualifications of the subcontractor) who meet the following minimum criteria:

1. Mechanical engineering services;
2. Electrical engineering services;
3. Structural engineering services;
4. Environmental engineering services;
5. Other specialty engineering services not otherwise listed herein.

#### **SCOPE OF SERVICES TO TOWN OF CHESTER**

The services may include, but are not limited to:

- Attendance at Planning Board and Selectboard meetings, and other miscellaneous meetings as needed.
- Zoning reviews per Town Code requirement – as requested
- Stormwater reviews
- Stormwater Permit and Inspection Services
- MS4 compliance and annual report preparation as requested
- Inspection services for civil projects
- Review and approve developers' improvement agreement calculations
- Review and recommend Escrow releases
- Respond to all manner of general engineering requests
- Capital projects planning and budgeting



- Coordination with state and federal agencies
- Grant identification and assistance in writing
- In-house survey services
- Capital project design
- Capital project management and surveillance
- Conduct semifinal and final inspections of public improvements, and subdivision & land development projects
- On-site construction inspection
- Prepare construction documents suitable for competitive bidding
- Design, prepare specifications, and manage road construction work, surveying, and facility project work
- Either have on staff or be able to subcontract structural engineers, electrical engineers, environmental engineers, and other specialty engineers often needed for specialized work not typically in the scale of municipal services
- Prepare current and final estimates for payment to contractors
- Project scheduling
- Liaison with affected utilities and other communities
- Serve as consultant with all departments within the Town
- 24/7 availability to Selectboard Planning Board, residents, and other departments

## **TERM**

The term for all municipal appointments, by requirement of the RSAs, shall last no longer than one year unless the contract contains a non-appropriation clause. Moreover, the Town has the right to dismiss the firm or individual(s) at any time, and the firm or individual(s) serves at-will, at the discretion of the Town.



## **CURRENT, EXISTING, AND ON-GOING WORK**

The selected Engineer will assume all engineering duties for the Town immediately upon appointment. However, the current contracted municipal engineering firm shall complete any projects in which it is currently involved. A complete list of those projects shall be determined at a later date and is at the complete discretion of the Town.

## **MANDATORY CONTENT OF PROPOSAL**

### **A. Contact Information**

- a. Provide the name and address of the firm; the name, telephone number, and email address of the individual responsible for the preparation of the proposal.
- b. List the names of the firm's partners/principals and all local offices of the firm.
- c. Identify the location of the firm's primary office that will be working with the Town of Chester.
- d. List of all projects or contracts in which the firm is currently involved in the Town of Chester.

### **B. Level of Service**

- a. Provide a staffing plan listing those employees who will be assigned to the engagement should your firm be selected, including the designation of the principal professional Engineer responsible for all services under the engagement. Include the relevant resume information of the individuals who will be assigned, including the specific tasks or services for which they will be responsible. This information should include a description of each individual's relevant professional experience, years and type of experience, and number of years with the firm.

### **C. References**

- a. List of all New England municipalities where your firm presently serves as municipal Engineer or provides similar services. Identify the duration and scope of service at each community.
- b. Identify up to three non-municipal clients you wish to include as references.
- c. Identify ten (10) of the most significant projects which your firm has been involved with over the past five (5) years. Please describe your firm's involvement in each of the projects, including a brief description of the project, the role of the firm, the anticipated budget, the actual final cost of the project, and if the project has been successfully completed.

### **D. Disciplinary Actions**



- a. Identify if the firm or any principal therein has been subject to any professional disciplinary action over the past ten (10) years. Provide a description of the event and the disciplinary action.
- b. Provide a description of any ongoing investigation and/or litigation matters involving the firm, its partners, principals, officers, or other individuals employed by the firm. Please give a history of the same over the past ten (10) years.

#### E. Subcontractors

- a. If the firm intends to subcontract out any part of the work contained in the scope of this RFP, the firm shall provide a complete description of the services to be subcontracted, an estimate of the overall amount of work to be subcontracted, the rationale behind the need to subcontract, and a comprehensive description and experience of the proposed subcontractor. The Town reserves the right to disapprove any proposed subcontractor and to revoke the previous approval of any subcontractor should the need arise.

#### F. Insurance

- a. Detail your insurance coverage applicable to the services described herein. Such coverage must include, at a minimum, Workers Compensation, Employer's Liability, Commercial General Liability, Comprehensive Automobile Liability, Umbrella Liability, and Professional Liability coverage. Include insurance certificates summarizing such insurance coverage.

#### G. Fees

- a. Firms shall itemize their fee schedule to include all costs, with an explanation of how costs are calculated, and the methodology used to do the same. Itemized costs shall include ALL costs passed onto the Town, including but not limited to professional consulting and engineering costs, and all ancillary expenses such as travel, copying, phone, postage, etc.
- b. Identify any increase in rates for your municipal clients over the past five (5) years.

H. Please discuss any other factors not mentioned above which you believe relevant to the selection of your firm.

### **SELECTION PROCESS**



All proposals will be reviewed by the Selectboard, Planning Board, and Supervisor of Roads to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy the Minimum Qualifications and the Mandatory Proposal Content portions of the application, the Town's evaluation will include but not be limited to the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- A. The vendor's general approach to providing the services required under this RFP.
- B. The vendor's documented experience in successfully completing projects of a comparable size and scope of the engagement addressed by this RFP.
- C. The qualification and experience of the vendor's management, supervisory, or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of comparable size and scope to the services required by this RFP.
- D. The overall ability of the vendor to mobilize, undertake, and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory, and other staff proposed by the vendor to perform the services required by this RFP, the availability and commitment to the engagement of the vendor's management, supervisory, and other staff proposed.
- E. The vendor's oral presentation and interview, if selected by the Town, shall assist with affirming or supplementing information contained within the RFP.
- F. Costs and fee schedules.
- G. The Town may reject any and all proposals, whole or in part, for any reason.
- H. The Town has the right to waive any irregularities in the proposal.
- I. The final selection shall be made using criteria judged to be of the maximum benefit to the Town as a whole.

## **INTERVIEWS**

The Selectboard reserves the right to interview any or all of the firms submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete as submitted. However, while there is no specified page limit to a response to this RFP, applicants are advised to only provide material related to the request and qualifications for service. Please avoid providing extensive boilerplate, corporate marketing, or filler material.



**SELECTION AND CONTRACT**

The Town will select the vendor deemed most advantageous to the Town, with price and other factors considered. The resulting contract will include this RFP, any clarification of addenda thereto, the selected vendor’s proposal, and any changes negotiated by the parties.

**ACCEPTANCE BY TOWN FOR TOWN ENGINEERING**

The Town hereby accepts the proposal for Soliciting Services and awards this contract for Soliciting Services per the firm’s proposal for Soliciting Services and RFP documents of Town of Chester RFP 08-SEP-23.

Firm:

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Chester:

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Bid Award: \_\_\_\_\_





April 12, 2023

TOWN OF CHESTER  
TOWN HALL 84 CHESTER ST  
CHESTER, NH 03036-4305

SUBJECT: CHESTER MAIN OFFICE, 5 CHESTER ST, CHESTER, NH 03036-9998  
Expiration Date: 09/30/24

Dear United States Postal Service Landlord,

On behalf of the United States Postal Service ("Postal Service"), JLL is pleased to present the enclosed Lease Agreement for the above referenced property. Should you have feedback to the enclosed Lease Agreement, please contact me at 202-719-5657 or [avery.prasher@jll.com](mailto:avery.prasher@jll.com).

The following instructions have been added for your convenience to help expedite lease execution:

- **Lease Agreement:**
  - Sign each copy of the agreement where indicated.
  - Date each copy of the agreement on the designated line.
  - Signature(s) must be witnessed by two parties OR notarized.
- **Real Estate Conflict of Interest (COI) Certification Form:**
  - Complete one COI form for each per person who signs the lease. Sign and date where indicated.
- **IRS Form W-9:**
  - Complete items 1-7 where applicable, Part I, Part II, sign, and date where indicated.
- **Commission Agreement:**
  - Sign name, print name, and date where indicated.
- **Entity Documentation:** Provide documentation affirming the signator(ies) who have the authority to execute the lease. The names and official titles of the members/officers who are authorized to sign the lease must be written in the document provided. This information is required by the Postal Service.
- **Evidence of Title:** Provide Deed/Certificate of Transfer of Title.

**\*\*PLEASE SIGN AND RETURN THIS LEASE PACKET NO LATER THAN 04/26/23\*\***

Using the enclosed envelope, please mail **all requested forms with original signatures**. Please note that postage is required. Upon acceptance and execution by the Postal Service, an original executed Lease will be returned to you.

**Notice:** All owners of record are advised to read the Lease thoroughly to ensure that each party is in agreement with the terms and conditions of this contract.

Respectfully,

Avery Prasher

CC: John Linell



October 1, 2022

Dear Postal Service Landlord:

The Postal Service awarded a National Contract for Real Estate Services to Jones Lang LaSalle Americas, Inc. (JLL) in April 2017. JLL has experience and expertise in real property transactions and will be providing real estate support services, including lease management and brokerage services. The contract with JLL became effective on April 21, 2017.

This National Contract for our Real Estate Services Provider (RESP) entitles JLL to serve as the Tenant Representative on the behalf of the Postal Service for your leasing transaction. The Postal Service expects that you will pay a commission to the JLL representative for leasing services pursuant to a separate agreement between you and the JLL representative. The Postal Service understands that the rental rate may reflect this commission payment, along with other market-based factors.

The Postal Service expects that the JLL representative will be respectful and professional in representing the Postal Service's interests and that you will work cooperatively with the JLL representative on the leasing transaction. We appreciate your cooperation in working with the Postal Service's Tenant Representative.

If you have any questions, please contact Tim Kastens, JLL Contract Executive at 202-719-5749 or at [Tim.Kastens@am.jll.com](mailto:Tim.Kastens@am.jll.com).

Sincerely yours,

A handwritten signature in blue ink that reads "Donald L. Mackey". To the right of the signature is a large, stylized blue circular mark, possibly a stamp or a flourish.

Donald L. Mackey  
Director, Facilities Leasing (A)

# USPS Letter of Intent – CHESTER MAIN OFFICE (CHESTER, NH 03036-9998)

Property ID: 321320-002

<b>Date Submitted:</b>	April 12, 2023
<b>Submitted To:</b>	TOWN OF CHESTER as representative of Landlord
<b>Submitted By:</b>	Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc., as representative of the Tenant
<b>Description of Requirement:</b>	Renewal of Lease
<b>Response Date Requested:</b>	Please submit a written response in the space provided within seven (7) days of receipt.
<b>Issue</b>	<b>Proposal of Terms</b>
<b>1. Building:</b>	CHESTER MAIN OFFICE, 5 CHESTER ST, CHESTER, NH 03036-9998
<b>2. Landlord:</b>	TOWN OF CHESTER, TOWN HALL 84 CHESTER ST, CHESTER, NH 03036-4305
<b>3. Tenant:</b>	United States Postal Service shall be the entity defined in the lease agreement.
<b>4. Lease Commencement Date:</b>	10/1/2024
<b>5. Lease Term:</b>	Five (5) years
<b>6. USPS Lease Form:</b>	This transaction is subject to use of the United States Postal Service's current standard lease form.
<b>7. Premises:</b>	1,862 square feet (net interior), please provide a current <i>as-built floor plan and site plan</i> outlining the Premises
<b>8. Proposed Annual Rent:</b>	\$26,000.00 per annum, <i>inclusive of a market commission</i>
<b>9. Utilities/Services/Equipment:</b>	Per the terms of the current Lease Agreement: Utilities Services & Equipment Rider
<b>10. Maintenance:</b>	Per the terms of the current Lease Agreement: Landlord Responsibility
<b>11. Real Estate Taxes:</b>	Per the terms of the current Lease Agreement: None Specified
<b>12. Parking:</b>	Please outline the current parking arrangement with the USPS, specifically the availability and location of reserved parking, handicap parking, and visitor parking.
<b>13. Termination Option:</b>	Tenant shall have the right to terminate with at least 180 days advance written notice to Landlord (per the terms of the current lease.)
<b>14. Renewal Option:</b>	Tenant shall have two (2) renewal options of five (5) years each with at least 0 days advance written notice to Landlord. The annual rent for each option term shall be at a 5% increase over the prior term.
<b>15. Commissions:</b>	Tenant is represented by Jones Lang LaSalle Americas, Inc. as co-broker to Jones Lang LaSalle Americas, Inc. Tenant requires Landlord to enter into a separate agreement with Broker, under which Landlord agrees to pay Broker a market real estate commission ("Commission") in the amount of \$5,200.00, equivalent to four percent (4%) of the total aggregate Lease value. The entire Commission shall be due and payable upon the execution of Lease Agreement or equivalent document.
<b>16. Required Documentation:</b>	<p>Please provide the following documents with an accepted proposal:</p> <ul style="list-style-type: none"> <li>• Copy of recorded Warranty Deed (confirming ownership)</li> <li>• Completed IRS Form W9 (confirming ownership)</li> <li>• Signing Authority Documentation (e.g., Articles of Incorporation, Enabling Resolution, etc.)</li> </ul>
	<b>Landlord Response</b>



April 12, 2023

# COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **TOWN OF CHESTER** ("Lessor"), and **Jones Lang LaSalle Americas, Inc. ("Broker") as co-broker to Jones Lang LaSalle Americas, Inc. ("Agreement")**, and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

CHESTER MAIN OFFICE, 5 CHESTER ST, CHESTER, NH  
USPS Property ID 321320-002

1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$26,000.00	\$130,000.00	4%	\$5,200.00

2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution without further condition or contingency.
3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY.
5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

**BROKER:**

Jones Lang LaSalle Americas, Inc.

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

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_

**LESSOR:**

TOWN OF CHESTER

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

\_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Lease

CHESTER - MAIN OFFICE (321320-002)  
5 CHESTER ST, CHESTER, NH 03036-9998



## Lease (Multi-Tenant Form)

Facility Name/Location  
CHESTER - MAIN OFFICE (321320-002)  
5 CHESTER ST, CHESTER, NH 03036-9998

County: Rockingham  
Lease: Q90000781959

This Lease, by and between TOWN OF CHESTER, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a two and one half story, multi-tenant Wood Frame building having a street address of 5 CHESTER ST, CHESTER, NH 03036-9998 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 016-008-000 (the "**Property**"). The Premises consists of approximately 1,862 square feet of net interior space as shown cross-hatched on Exhibit A and additional space, if any, as shown on Exhibit C, each of which is attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "**Maintenance Rider**").

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on October 01, 2024 ("**Commencement Date**") and ending on September 30, 2029, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. **RENT:** The Postal Service will pay Landlord an annual rent of: \$26,000.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:  
TOWN OF CHESTER



## Lease (Multi-Tenant Form)

Facility Name/Location  
CHESTER - MAIN OFFICE (321320-002)  
5 CHESTER ST, CHESTER, NH 03036-9998

County: Rockingham  
Lease: Q90000781959

TOWN HALL  
84 CHESTER ST  
CHESTER, NH 03036-4305

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
10/01/2029	09/30/2034	\$27,300.00
10/01/2034	09/30/2039	\$28,665.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider Underground Storage Tanks Landlord Responsibility
- Maintenance Rider Landlord Responsibility

6. TERMINATION: In addition to its rights found elsewhere in this Lease, the Postal Service shall have the option to terminate this Lease at any time upon 180 days prior written notice to Landlord.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



# Conflict of Interest/Signature Page

Facility Name/Location  
CHESTER - MAIN OFFICE (321320-002)  
5 CHESTER ST, CHESTER, NH 03036-9998

County: Rockingham  
Lease: Q90000781959

### CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

**LANDLORD:** Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i)  A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
- (ii)  The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
- (iii)  A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;  
(Relationship) \_\_\_\_\_
- (iv)  An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
- (v)  None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (ii) Spouse who works for the Postal Service:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (iii) Family member who works for the Postal Service:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- (iv) Household Member who works for the Postal Service:  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Location) \_\_\_\_\_

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

**LANDLORD NAME:** TOWN OF CHESTER

Signature: \_\_\_\_\_

Print Name:

Title:

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
Witness

**Landlord's signature must be witnessed by two individuals, which shall sign where indicated above**

Telephone No: \_\_\_\_\_  
Email Address: \_\_\_\_\_

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

**POSTAL SERVICE:**

Signature: \_\_\_\_\_

Print Name: SARA ADAMS

Title: Contracting Officer

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



## Instructions

Facility Name/Location  
CHESTER - MAIN OFFICE (321320-002)  
5 CHESTER ST, CHESTER, NH 03036-9998

County: Rockingham  
Lease: Q90000781959

### Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

#### Generally

- a. All co-owners, whether entities or individuals, having a legal interest in the Premises must execute the Lease.
- b. All signatures must be witnessed by two individuals as indicated on the signature page.
- c. The Landlord must submit adequate evidence of title to the Premises.
- d. Landlord must complete the Conflict of Interest Certification on the signature page. Landlord's signature to the Lease also acts as Landlord's certification as to the truth of the information set forth in the completed Conflict of Interest Certification.

#### Individual, Administrator, or Trustee

- a. Where the Landlord is an individual, Landlord must execute the Lease. If an individual Landlord is married, the spouse of the Landlord must also execute the Lease. Any individual may provide a power of attorney authorizing another individual to execute the Lease on their behalf.
- b. Where the Landlord is an administrator or an executor of an estate, Landlord must provide a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a lease for the Premises, Landlord must provide a certified copy of the court order authorizing such administrator or executor to enter into a lease for the Premises.
- c. Where the Landlord is a Trust/Trustee, Landlord must provide a certified copy of the instrument creating the trust or a certificate of trust executed by the trustee(s), together with any other evidence necessary to establish the trustee's authority to lease the Premises. The Lease must be executed by the Trustee(s) and any Beneficiary of the Trust who has the power to control the distribution of the assets of the Trust.

#### Partnership

- a. If the Landlord is a partnership, Landlord must provide documentary evidence affirming the authority of the signatory(ies) to bind the partnership by executing the Lease. The usual evidence required to establish such authority is in the form of extracts from the partnership certificate, partnership agreement, a resolution signed by all general partners authorizing the signatory to execute the Lease, or a sworn statement of a general partner. Any resolutions, sworn statements or powers of attorney must specifically identify the Premises, the parties to the Lease and that names and official titles of the partner(s) who are authorized to execute the Lease.
- b. If the Landlord is a general partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, each partner must execute the Lease.
- c. If the Landlord is a limited partnership, in the absence of a resolution, sworn statement, or power of attorney authorizing one partner to execute the Lease, all general partners must execute the Lease.

#### Corporation

Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease on behalf of the entity. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of a meeting of the board of directors duly certified by the custodian of such records, or a sworn statement of an officer of the entity. Any resolution or sworn statement



## Instructions

Facility Name/Location  
CHESTER - MAIN OFFICE (321320-002)  
5 CHESTER ST, CHESTER, NH 03036-9998

County: Rockingham  
Lease: Q9000781959

must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

### Limited Liability Company (LLC)

Where the Landlord is an LLC, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the LLC, for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the LLC, including, without limitation, the certificate of formation and limited liability company agreement, or a sworn statement of the manager or managing member of the LLC. Any resolution or sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

### Limited Liability Partnership (LLP)

Where the Landlord is a Limited Liability Partnership, the Landlord must provide documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which they purport to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement, or a sworn statement of the managing partner of the LLP. Any sworn statement must specifically identify the property, the parties to the Lease and the names and official titles of the officer(s) who are authorized to execute the Lease.

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**Exhibit A**

[Legal Description of Property]

A portion of the property identified in the Town's records as Map 16 Lot 8 and also known as: 5 Chester Street  
Chester, NH 03036.



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**Exhibit B**

Parking Area  
(If Applicable)

Approximately 1800 square feet of USPS exclusive parking as outlined below.





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**Exhibit C**

**Premises Area**

<b>Lease Defined Space Measurements</b>	<b>Sq ft</b>	<b>Common/Joint Use Area</b>	<b>Sq ft</b>
Rentable SF:	1,862	Joint-use/Exterior Parking:	9,994
Total USPS Leased SF:	1,862		
Total Property Site SF:	4,000		
Exterior, Platform and Ramp:	48		
Exterior Parking, USPS:	1,800		
Sidewalks:	195		
Ramp:	75		

**Area Comments**



## General Conditions to USPS Lease

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### 1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

### 2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease). The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



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3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service and the successor landlord shall provide other reasonable documentation, including without limitation, a W-9 and the standard Conflict of Interest Certification form. If a transfer occurs due to the death or dissolution of the Landlord, the Postal Service may reasonably request such other documentation to evidence the transfer to, and ownership by, the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such assumption by Landlord's successor, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

### 3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

### 4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the



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Lease, remove any or all of its alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

### 5. [RESERVED]

### 6. INSURANCE

a. **Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "**Landlord's Insurance.**" Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and either a premium bill evidencing Landlord's Insurance or a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) **Liability Insurance.** Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) **Property Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss"



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insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

### 7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"**Environmental Contamination**" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and Premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the Premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its



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vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

### c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlords Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal



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Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's negligence.

**d. Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

**e. Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

### 8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the



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time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

### 9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "Act").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or



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2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

### 10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference with the Postal Service's tenancy by Landlord or its agents or contractors, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move as well as the actual reasonable costs incurred in connection with the Postal Service's move back to the Premises after the interference ceases.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they



## General Conditions to USPS Lease

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either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

**g. Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

**h. Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by a person with authority to bind each party

**i. [RESERVED]**

**j. Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

**k. Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any inspection, repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises.

**l. Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

**m. Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any



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amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at:

TOWN OF CHESTER  
TOWN HALL  
84 CHESTER ST  
CHESTER, NH 03036-4305

With a copy to:

To the Postal Service at:

Contracting Officer  
USPS Facilities Leasing East  
PO Box 27497  
Greensboro, NC 27498-1103

With a copy to:

Postmaster/Installation Head  
5 CHESTER ST, CHESTER, NH 03036-9998

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

### 11. FACILITIES NONDISCRIMINATION



## General Conditions to USPS Lease

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a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching [www.usps.com](http://www.usps.com).

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act<sup>1</sup>

Clause 9-7, Equal Opportunity<sup>2</sup>

Clause 9-13, Equal Opportunity for Workers with Disabilities<sup>3</sup>

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans<sup>4</sup>

Clause 9-16, Employer Reports on Employment of Protected Veterans<sup>4</sup>

Clause B-25, Advertising of Contract Awards

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider Landlord Responsibility

Facility Name/Location  
CHESTER - MAIN OFFICE (321320-002)  
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1. **Landlord Responsibilities.** Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
- a. **Pest Control.** Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
  - b. **Casualty.** Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
  - c. **HVAC.** Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation and as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation costs associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.
  - d. **Heating and Hot Water Supply.** Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the ASME Boiler and Vessel Code, must be provided by



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Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

- e. **Electrical System.** Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
- f. **Water and Sewer.** Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.
- g. **Paint.** Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.
- h. **Elevators, escalators, and dumbwaiters.** Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.
- i. **Wiring.** Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.
- j. **Utilities.** Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind



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walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.

**2. Postal Service Responsibilities.** Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord or its agents or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.

### **3. Completion of Maintenance, Repair, or Replacement by Landlord.**

- a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in the Postal Service's notice. If Landlord does not finish the maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.
- b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.
- c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and all other payments and reimbursements due or to become due under this Lease will be abated in proportion to the impairment or loss of use as determined by the Postal Service. No exercise by the Postal Service of its right to rent abatement



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as stated above is intended to extend the time periods for the completion of any maintenance, repair or replacement set forth above. The remedies provided in this section are cumulative, non-exclusive, and in addition to any remedies available to the Postal Service under applicable law.

**4. Health and Safety.** In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
  - (2) Postal Service employees; and
  - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



## Utilities and Services Rider

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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

### 1. HEAT

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

### 2. ELECTRICITY

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

### 3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. Landlord must pay for all recurring charges for such water services.

### 4. SEWER

The Premises are hooked up to a public sewer system. Landlord must pay for all recurring charges for such sewer services.

### 5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

### 6. SNOW

Landlord is responsible for the timely (but in no event later than as required for owners of property in the local jurisdiction under local law) removal of snow and ice from the roof, the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.), all at Landlord's cost.

### 7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not



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limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building, including the parking areas, driveways, drive aisles, entrances, exits, sidewalks, lighting, and other exterior features. Custodial services do not include landscaping, or roof or gutter cleaning.

The Postal Service is responsible for and payment of the costs of custodial services for the interior of the Premises and any exterior areas used exclusively by the Postal Service at such time and in such manner as the Postal Service considers necessary. Landlord is responsible for custodial services for any areas not exclusively used by the Postal Service at Landlord's cost.

### 8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Landlord has responsibility for all landscaping, grass cutting or shrub trimming at its cost.



## Maintenance Rider Underground Storage Tanks Landlord Responsibility

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a. The term "Underground Storage Tank" (UST) as used in this Lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume (including the volume of underground pipes connected thereto) below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The Landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the Landlord, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except to the extent such damage or casualty was caused by the negligence of the Postal Service agents or employees, in which event, a portion of the repairs or replacement required as a direct result of the negligence of the Postal Service agents or employees will be the responsibility of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release or suspected release of fuel from the UST system, except to the extent the release was caused by the negligence of the Postal Service agents or employees, in which event the portion of such costs directly arising from such negligence will be the responsibility of the Postal Service.

(5) Expenses incurred by the Postal Service due to the failure of any element for which the Landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of Landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily product input/output monitoring.

d. If requested by the Landlord, the Postal Service will provide the Landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the Landlord is responsible, the Postal Service will, except in emergencies (as reasonably determined by the Postal Service), give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and recover the cost plus any



**Maintenance Rider  
Underground Storage Tanks  
Landlord Responsibility**

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administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government. In addition, the Postal Service, acting through the Postal Service Contracting Officer, may proportionally abate the Rent for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenable by reason of such condition. Alternatively, the Postal Service Contracting Officer may, if the Premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.

## Memorandum

To: Jean Packard  
Assistant Assessor  
Town of Chester

From: Scott P. Marsh, CNHA  
Municipal Resources, Inc.  
Contracted Assessor's Agents

Date: September 5, 2023

RE: Tax Year 2023 MS1 Valuation Comparison

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On the attached pages, I have included two spreadsheets showing the comparison of MS1 values for the 2022 and 2023 tax years as well as a spreadsheet showing taxable valuation change from 2001 to 2023.

As you can see, the Town's total taxable valuation decreased by roughly \$2,400,000 or a little over -0.30% from last year.

Of the above assessment change, there was a decrease of roughly \$10,500,000 as a result of the utility appraiser recommended property changes due to information reported and applying the Town's equalization ratio. Also, there was roughly a \$7,500,000 increase in land and building values due mainly to continuing residential construction and land being removed from current use classification. This along with a \$615,000 reduction in the dollar amount of personal exemptions being granted aided in offsetting a portion of the utility assessment change.

I hope this information is helpful and if there are any questions, please let me know.

<b>VALUE COMPARISONS</b>				
<b>LAND</b>	<b>2022 TAX YR</b>	<b>2023 TAX YR</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
<b>CURRENT USE</b>	\$793,285	\$784,293	-\$8,992	-1.13%
<b>CONSERVATION RESTRIC ASMNT</b>	\$0	\$0		
<b>DISC ESMNT</b>	\$0	\$0		
<b>DISC PRESERVATION ESMNT</b>	\$200	\$200		
<b>TAXATION OF FARM STRUCT</b>	\$0	\$0		
<b>RESIDENTIAL</b>	\$219,273,200	\$219,475,400	\$202,200	0.09%
<b>COMMERCIAL/INDUSTRIAL</b>	\$3,681,001	\$4,494,701	\$813,700	22.11%
<b>TOTAL TAXABLE</b>	<b>\$223,747,686</b>	<b>\$224,754,594</b>	<b>\$1,006,908</b>	<b>0.45%</b>
<b>EXEMPT/NON-TAXABLE</b>	\$8,508,904	\$8,526,204	\$17,300	0.20%
<b>BUILDINGS</b>				
<b>RESIDENTIAL</b>	\$457,471,745	\$463,854,445	\$6,382,700	1.40%
<b>MOBILE HOMES</b>	\$13,398,300	\$13,451,000	\$52,700	0.39%
<b>COMMERCIAL/INDUSTRIAL</b>	\$10,555,900	\$10,586,800	\$30,900	0.29%
<b>DISC PRESERVATION ESMNT</b>	\$10,455	\$10,455	\$0	0.00%
<b>TOTAL TAXABLE</b>	<b>\$481,436,400</b>	<b>\$487,902,700</b>	<b>\$6,466,300</b>	<b>1.34%</b>
<b>EXEMPT/NON-TAXABLE</b>	\$13,594,100	\$13,594,100	\$0	0.00%
<b>PUBLIC UTILITIES</b>	\$50,082,100	\$39,623,600	-\$10,458,500	-20.88%
<b>VALUE BEFORE EXEMPTIONS</b>	<b>\$755,266,186</b>	<b>\$752,280,894</b>	<b>-\$2,985,292</b>	<b>-0.40%</b>
<b>EXEMPTIONS</b>				
<b>DISABLED VET</b>	\$0	\$0		
<b>SCHOOL EXEMPTION</b>	\$0	\$0		
<b>MODIFIED ASSESSED VALUATION</b>	\$755,266,186	\$752,280,894	-\$2,985,292	-0.40%
<b>BLIND</b>	\$90,000	\$90,000	\$0	0.00%
<b>ELDERLY</b>	\$10,237,700	\$9,952,700	-\$285,000	-2.78%
<b>DISABLED</b>	\$2,420,000	\$2,090,000	-\$330,000	-13.64%
<b>SOLAR</b>	\$54,712	\$54,712	\$0	0.00%
<b>TOTAL OF EXEMPTIONS</b>	\$12,802,412	\$12,187,412	-\$615,000	-4.80%
<b>NET TAXABLE VALUE</b>	<b>\$742,463,774</b>	<b>\$740,093,482</b>	<b>-\$2,370,292</b>	<b>-0.32%</b>
<b>VETERAN CREDITS</b>	\$238,500	\$247,750	\$9,250	3.88%
<b>TOTAL TOWN VALUE</b>	<b>\$777,369,190</b>	<b>\$774,401,198</b>	<b>-\$2,967,992</b>	<b>-0.38%</b>

<b>TAX YR</b>	<b>TOWN VALUATION</b>	<b>\$ CHANGE</b>	<b>% CHANGE</b>
2001	\$248,425,183		
2002	\$271,614,122	\$23,188,939	9.33%
2003	\$282,406,200	\$10,792,078	3.97%
2004	\$290,993,500	\$8,587,300	3.04%
2005	\$298,134,300	\$7,140,800	2.45%
2006	\$556,895,700	\$258,761,400	86.79%
2007	\$564,841,600	\$7,945,900	1.43%
2008	\$569,467,800	\$4,626,200	0.82%
2009	\$572,409,200	\$2,941,400	0.52%
2010	\$576,184,900	\$3,775,700	0.66%
2011	\$454,842,100	-\$121,342,800	-21.06%
2012	\$461,441,100	\$6,599,000	1.45%
2013	\$469,772,900	\$8,331,800	1.81%
2014	\$479,412,300	\$9,639,400	2.05%
2015	\$492,071,000	\$12,658,700	2.64%
2016	\$539,771,700	\$47,700,700	9.69%
2017	\$552,234,300	\$12,462,600	2.31%
2018	\$563,710,100	\$11,475,800	2.08%
2019	\$710,661,328	\$146,951,228	26.07%
2020	\$724,599,790	\$13,938,462	1.96%
2021	\$738,154,974	\$13,555,184	1.87%
2022	\$742,463,774	\$4,308,800	0.58%
2023	\$740,093,482	-\$2,370,292	-0.32%
		<b>MEDIAN</b>	<b>2.01%</b>
	<b>REVAL YR</b>		



**Chester**  
**Summary Inventory of Valuation**

**Reports Required:** RSA 21-J:34 as amended, provides for certification of valuations, appropriations, estimated revenues and such other information as the Department of Revenue Administration may require upon reports prescribed for that purpose.

**Note:** The values and figures provided represent the detailed values that are used in the city/towns tax assessments and sworn to uphold under Oath per RSA 75:7.

**For assistance please contact:**  
NH DRA Municipal and Property Division  
(603) 230-5090  
<http://www.revenue.nh.gov/mun-prop/>

Assessor
SCOTT MARSH (MUNICIPAL RESOURCES)

Municipal Officials		
Name	Position	Signature
CHARLES MYETTE	SELECT BOARD	
STEVE COUTURE	SELECT BOARD	
STEPHEN LANDAU	SELECT BOARD	
DANA THEOKAS	SELECT BOARD	
DICK TRASK	SELECT BOARD	

Preparer		
Name	Phone	Email
<i>Jean Packard</i> Preparer's Signature	(603) 887-3636(x104)	jpacard@chester-nh.org



Land Value Only		Acres	Valuation	
1A	Current Use RSA 79-A	6,695.87	\$784,293	
1B	Conservation Restriction Assessment RSA 79-B	0.00	\$0	
1C	Discretionary Easements RSA 79-C	0.00	\$0	
1D	Discretionary Preservation Easements RSA 79-D	0.10	\$200	
1E	Taxation of Land Under Farm Structures RSA 79-F	0.00	\$0	
1F	Residential Land	6,976.28	\$219,475,400	
1G	Commercial/Industrial Land	423.68	\$4,494,701	
<b>1H</b>	<b>Total of Taxable Land</b>	<b>14,095.93</b>	<b>\$224,754,594</b>	
1I	Tax Exempt and Non-Taxable Land	1,962.46	\$8,526,204	
Buildings Value Only		Structures	Valuation	
2A	Residential	0	\$463,854,445	
2B	Manufactured Housing RSA 674:31	0	\$13,451,000	
2C	Commercial/Industrial	0	\$10,586,800	
2D	Discretionary Preservation Easements RSA 79-D	2	\$10,455	
2E	Taxation of Farm Structures RSA 79-F	0	\$0	
<b>2F</b>	<b>Total of Taxable Buildings</b>	<b>0</b>	<b>\$487,902,700</b>	
2G	Tax Exempt and Non-Taxable Buildings	0	\$13,594,100	
Utilities & Timber			Valuation	
3A	Utilities		\$39,623,600	
3B	Other Utilities		\$0	
4	Mature Wood and Timber RSA 79:5		\$0	
<b>5</b>	<b>Valuation before Exemption</b>		<b>\$752,280,894</b>	
Exemptions		Total Granted	Valuation	
6	Certain Disabled Veterans RSA 72:36-a	0	\$0	
7	Improvements to Assist the Deaf RSA 72:38-b V	0	\$0	
8	Improvements to Assist Persons with Disabilities RSA 72:37-a	0	\$0	
9	School Dining/Dormitory/Kitchen Exemption RSA 72:23-IV	0	\$0	
10A	Non-Utility Water & Air Pollution Control Exemption RSA 72:12-a	0	\$0	
10B	Utility Water & Air Pollution Control Exemption RSA 72:12-a	0	\$0	
<b>11</b>	<b>Modified Assessed Value of All Properties</b>		<b>\$752,280,894</b>	
Optional Exemptions		Amount Per	Total	Valuation
12	Blind Exemption RSA 72:37	\$30,000	3	\$90,000
13	Elderly Exemption RSA 72:39-a,b	\$0	68	\$9,952,700
14	Deaf Exemption RSA 72:38-b	\$0	0	\$0
15	Disabled Exemption RSA 72:37-b	\$110,000	19	\$2,090,000
16	Wood Heating Energy Systems Exemption RSA 72:70	\$0	0	\$0
17	Solar Energy Systems Exemption RSA 72:62	\$0	8	\$54,712
18	Wind Powered Energy Systems Exemption RSA 72:66	\$0	0	\$0
19	Additional School Dining/Dorm/Kitchen Exemptions RSA 72:23 IV	\$0	0	\$0
19A	Electric Energy Storage Systems RSA 72:85	\$0	0	\$0
19B	Renewable Generation Facilities & Electric Energy Systems RSA	\$0	0	\$0
<b>20</b>	<b>Total Dollar Amount of Exemptions</b>			<b>\$12,187,412</b>
21A	Net Valuation			\$740,093,482
21B	Less TIF Retained Value			\$0
21C	Net Valuation Adjusted to Remove TIF Retained Value			\$740,093,482
21D	Less Commercial/Industrial Construction Exemption			\$0
21E	Net Valuation Adjusted to Remove TIF Retained Value and Comm/Ind Construction Exemption			\$740,093,482
22	Less Utilities			\$39,623,600
23A	Net Valuation without Utilities			\$700,469,882
23B	Net Valuation without Utilities, Adjusted to Remove TIF Retained Value			\$700,469,882



Veteran's Tax Credits	Limits	Number	Est. Tax Credits
Veterans' Tax Credit RSA 72:28	\$750	204	\$153,000
Surviving Spouse RSA 72:29-a	\$750	0	\$0
Tax Credit for Service-Connected Total Disability RSA 72:35	\$4,000	19	\$76,000
All Veterans Tax Credit RSA 72:28-b	\$750	24	\$18,000
Combat Service Tax Credit RSA 72:28-c	\$0	0	\$0
		247	\$247,000

Deaf & Disabled Exemption Report			
<b>Deaf Income Limits</b>		<b>Deaf Asset Limits</b>	
Single		Single	
Married		Married	
<b>Disabled Income Limits</b>		<b>Disabled Asset Limits</b>	
Single	\$30,000	Single	\$300,000
Married	\$60,000	Married	\$300,000

First-time Filers Granted Elderly Exemption for the Current Tax Year		Total Number of Individuals Granted Elderly Exemptions for the Current Tax Year and Total Number of Exemptions Granted				
Age	Number	Age	Number	Amount	Maximum	Total
65-74	0	65-74	19	\$110,000	\$2,090,000	\$2,035,000
75-79	0	75-79	12	\$140,000	\$1,680,000	\$1,680,000
80+	0	80+	37	\$170,000	\$6,290,000	\$6,237,700
			68		\$10,060,000	\$9,952,700

Income Limits		Asset Limits	
Single	\$40,000	Single	\$300,000
Married	\$60,000	Married	\$300,000

Has the municipality adopted an exemption for Electric Energy Systems? (RSA 72:85)	Granted/Adopted? No	Properties:
Has the municipality adopted an exemption for Renewable Gen. Facility & Electric Energy Storage? (RSA 72:87)	Granted/Adopted? No	Properties:
Has the municipality adopted Community Tax Relief Incentive? (RSA 79-E)	Granted/Adopted? No	Structures:
Has the municipality adopted Taxation of Certain Chartered Public School Facilities? (RSA 79-H)	Granted/Adopted? No	Properties:
Has the municipality adopted Taxation of Qualifying Historic Buildings? (RSA 79-G)	Granted/Adopted? No	Properties:
Has the municipality adopted the optional commercial and industrial construction exemption? (RSA 72:76-78 or RSA 72:80-83)	Granted/Adopted? No	Properties:
	Percent of assessed value attributable to new construction to be exempted:	
	Total Exemption Granted:	
Has the municipality granted any credits under the low-income housing tax credit tax program? (RSA 75:1-a)	Granted/Adopted? No	Properties:
	Assessed value prior to effective date of RSA 75:1-a:	
	Current Assessed Value:	



**Discretionary Easements RSA 79-C** **Acres**      **Owners**      **Assessed Valuation**

**Taxation of Farm Structures and Land Under Farm Structures RSA 79-F**

	Number Granted	Structures	Acres	Land Valuation	Structure Valuation
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**Discretionary Preservation Easements RSA 79-D**

	Owners	Structures	Acres	Land Valuation	Structure Valuation
	2	2	0.10	\$200	\$10,455

Map	Lot	Block	%	Description
14	14		75	BARN
5	40		75	BARN

Tax Increment Financing District	Date	Original	Unretained	Retained	Current
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*This municipality has no TIF districts.*

Revenues Received from Payments in Lieu of Tax	Revenue	Acres
State and Federal Forest Land, Recreational and/or land from MS-434, account 3356 and 3357		
White Mountain National Forest only, account 3186		

Payments in Lieu of Tax from Renewable Generation Facilities (RSA 72:74)	Amount
<i>This municipality has not adopted RSA 72:74 or has no applicable PILT sources.</i>	

Other Sources of Payments in Lieu of Taxes (MS-434 Account 3186)	Amount
<i>This municipality has no additional sources of PILTs.</i>	

**Notes**

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**Town Administrator's Report**  
**August 26<sup>th</sup> – September 1<sup>st</sup>, 2023**

1. 102/121 Intersection: I have confirmed with Andrew that any request for a meeting from NHDOT about the intersection will result in a joint session of Planning Board and Selectboard.
2. Administration: Janis is on vacation this week; I am on vacation the week of September 11<sup>th</sup> – 15<sup>th</sup>.
3. Assessing: There were four actual home sales in the month of July for an average of \$545k.
4. Fire Department: Granite State Communications has been attempting to transfer trust fund monies to the Association; I believe that the Trustees of the Trust Funds have all the documents they need at this point to complete the procedure.
5. Grants: The new 'enhanced' budget for the Wason Pond Causeway Bridge grant has been submitted to the State and from there to the National Park Service. We continue to wait.
6. IT: The Transfer Station laptop, which was nine years old, has given up the ghost. Block5 tried to repair it but to no avail. We've ordered a new one.
7. School: The Administration has been speaking with neighbors about the new electronic sign. Comments I've heard have been generally positive; it's not bright and relatively unobtrusive.
8. Solar Working Group: We are currently working on producing an RFP that meets the Town's specs.
9. Tax Deeded Property: The former homeowner has received his deed and the home ownership has been updated in Avitar.
10. Town Hall: Air duct cleaning took place the week of August 28 and the ducts were reportedly "not as bad as expected after so many years".
11. Transfer Station: Stacy was provided with the document giving her authority to sign for the \$2,500 grant to assist with the cost of the contaminated oil removal. As a result, we have remained at the top of the list. Darrell has returned to brush pile burning.

- 12.** Wason Pond: The Community Center was closed for a couple of days due to an issue with the water, but this has been repaired and it's back in business. Corinna accommodated the displaced groups elsewhere.
- 13.** Welfare: No new requests for assistance right now.