



Town of Chester  
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*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: March 7, 2024 @ 6:00 PM – Meeting Room*  
*Broadcast on Channel 6 and streamed on [Government \(cablecast.tv\)](https://www.governmentcablecast.tv) – click "Watch Now"*

#### **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 Hazard Mitigation Plan Adoption: EOD Phil Gladu, AEOD Liz Lufkin

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

- 3.1 Budget Review
  - 3.1.1 IT: Janis Jalbert
  - 3.1.2 Budget Committee
  - 3.1.3 Village Cemetery
  - 3.1.4 Spring Hill Farm
- 3.2 Warrant Review
- 3.3 PACT Agreement
- 3.4 Civic Plus Agreement

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

- 4.1 Minutes: January 18, 2024, February 1, 2024, & February 8, 2024

#### **V. SELECTBOARD'S ITEMS:**

- 5.1 Chairman's Announcements
- 5.2 Roundtable
- 5.3 TA Report
- 5.4 Action Items

**PLEASE NOTE:** *To be added to the next agenda, please contact the Selectboard'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.*



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5.5 Potential Non-Public Sessions

VI. **ADJOURNMENT:**

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# **CABLE TELEVISION FRANCHISE**

**Granted By**

**TOWN OF CHESTER,  
NEW HAMPSHIRE**

**Granted To**

**COMCAST OF  
CONNECTICUT/GEORGIA/MASSACHUSETTS/  
NEW HAMPSHIRE/NEW YORK/  
NORTH CAROLINA/VIRGINIA/  
VERMONT, LLC**

**Term: June 20, 2024 – June 19, 2034**

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## **TOWN OF CHESTER, NH FRANCHISE**

### **INTRODUCTION**

WHEREAS, the Franchising Authority of the Town of Chester, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the Town of Chester; and

WHEREAS, the Franchising Authority conducted a public hearing and there has been opportunity for public comment, pursuant to Section 626(a) of the Cable Act, on to ascertain the future cable-related community needs and interests of Chester; and

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Franchise with Franchisee for the construction and operation of a cable system on the terms and conditions set forth herein;

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the Town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town of Chester.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Franchise is issued upon the following terms and conditions:

## ARTICLE 1

### DEFINITIONS

#### SECTION 1.1 - DEFINITIONS

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals, PEG Access Programming channels and other signals or services required by the FCC or the Cable Act.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Chester, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or

(d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Digital Starter Service – means the tier of service which currently includes Basic Cable Service and expanded basic programming.

(g) Effective Date – means June 20, 2024

(h) FCC – means the Federal Communications Commission or any successor governmental entity.

(i) Franchising Authority – means the Board of Selectmen of the Town of Chester, New Hampshire, or the lawful designee thereof.

(j) Franchise – means this Agreement and any amendments or modifications in accordance with the terms herein

(k) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(l) Franchisee – means Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, or any successor or transferee in accordance with the terms and conditions in this Franchise.

(m) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Chester to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, leased access fees and net advertising (less agency fees) on a pro rata basis and home shopping revenue on a pro rata basis. Gross Annual Revenue shall not include refundable deposits,



bad debt, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(n) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service (“IPTV”) or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(o) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(p) PEG Access Programming or Access Programming – means (i) “Educational”: Non-commercial programming produced by the Town of Chester Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) “Governmental”: Non-commercial programming produced by Town of Chester departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) “Public”: non-commercial programming produced by the residents of the Town of Chester, or produced by an access corporation or non-profit corporation operating within the Town of Chester, and other non-commercial programming not ordinarily offered by operators of cable systems.

(q) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(r) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes or a public school district, for educational or administrative purposes, and shall not include buildings owned by Franchising Authority or a school district but leased to third parties or buildings such as storage facilities at which government or school employees are not regularly stationed.

(s) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Chester, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Chester for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(t) Signal – mean any transmission which carries Programming from one location to another.

(u) Standard Installation – means the standard two hundred twenty-five foot (225) aerial Drop connection to the existing distribution system.

(v) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee’s express permission.

(w) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(x) Town – means the Town of Chester, New Hampshire.

(y) Video Programming or Programming – means the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **ARTICLE 2**

### **GRANT OF FRANCHISE**

#### **SECTION 2.1 - GRANT OF FRANCHISE**

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Chester. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Franchise is granted under and in compliance with the Cable Act and RSA Chapter 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on June 20, 2024 and shall expire at midnight on June 19, 2034. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

### **SECTION 2.3 – RENEWAL OF FRANCHISE**

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

### **SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE**

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the Town, when such terms are taken as a whole.

### **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

### **SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS**

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided

Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent Franchisee is not already subject to tax assessment in the Town under RSA 72:23, I(b), Franchisee using or occupying property of the state or of a Town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 9.8 herein, failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Franchise Agreement by the Franchising Authority. Accordingly, this is a material term of the franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall

have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority

## ARTICLE 3

### SYSTEM SPECIFICATIONS & CONSTRUCTION

#### SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit in the Town in accordance with Section 3.1 (b) and (c) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and MDU access agreements and will comply with applicable State laws and regulations.

(b) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the Town containing twenty (20) dwelling units or more per aerial mile or twenty-five (25) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit", if such home is within two hundred twenty-five (225') feet of the Public Way.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than two hundred twenty-five feet (225') from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than two hundred twenty-five (225') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than two hundred twenty-five (225') feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(d) The Cable Television System shall be further extended to all remaining areas in the Town that do not meet the requirements of Section 3.1 (b) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

\* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

\* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;

\* CA equals the average cost of construction per mile in the Town;

\* P equals the twenty (20) dwelling units per aerial or twenty-five (25) dwelling units per underground mile of aerial plant; and

\* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(e) Any dwelling unit owner located in an area of the Town without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (b) and (c) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) dwelling units per aerial or twenty-five (25) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 3.1 (c) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).



(f) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town.

(g) Notwithstanding the provisions of Section 3.1(b) and (d), the Franchisee shall promptly extend Cable Service to any areas under the jurisdiction of the Franchising Authority upon written request of the Franchising Authority, provided that (a) such extension is technically feasible and will not adversely affect the operation, financial condition, or market development of the Cable System; and (b) the Franchise Authority agrees to pay in advance for the total cost of such line extensions, (including cost of material, labor, permits, and easements). Upon completion of the project, the Franchise Authority shall be provided with a full accounting of actual costs incurred by the Franchisee for the purpose of adjusting the final invoice as may be necessary.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750 MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.16.01, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority.

### **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

### **SECTION 3.4 - EMERGENCY OVERRIDE**

The Cable System shall comply with the FCC Emergency Alert System (“EAS”) regulations.

### **SECTION 3.5 - DELIVERY OF SIGNALS**

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

### **SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS**

- (a) Franchisee shall, within six (6) months of a written request, provide and maintain one (1) Standard aerial Installation Drop, Outlet and Digital Starter Service at no charge to the Town, to each Public Building located along the existing cable route, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions or requirements. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each Outlet prior to requesting that Franchisee install the free service.

The parties agree that Franchisee will provide Digital Starter service to the locations identified in **Exhibit A** and has the right in accordance with applicable law to deduct the value of those services from franchise fees. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so.

- (b) Nothing in this Section shall require Franchisee to install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**.
- (c) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

## **ARTICLE 4**

### **TECHNOLOGICAL & SAFETY STANDARDS**

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions

of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances in order to verify compliance with the terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

#### **SECTION 4.2 - REPAIRS AND RESTORATION**

(a) Franchisee shall adhere to the applicable performance standard set by the FCC.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

#### **SECTION 4.3 - CABLE LOCATION**

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time

that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the public right of way. In the event that such public or private funds are not available for the project, Franchise reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) In any area of the Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.4 - TREE TRIMMING**

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the Town.

#### **SECTION 4.5 - BUILDING MOVES**

In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

#### **SECTION 4.6 - PLANT MAPS**

Upon written request by the Town, Franchisee shall provide to the Town a franchise area map of the Town, which will show those areas in which its facilities exist. Upon written request by the Town, Franchisee shall provide updated franchise area maps annually.

#### **SECTION 4.7 - DIG SAFE**

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

#### **SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

#### **SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE**

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

#### **SECTION 4.10 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

#### **SECTION 4.11 - EMERGENCY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.



## **ARTICLE 5**

### **PROGRAMMING**

#### **SECTION 5.1 - BASIC CABLE SERVICE**

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

#### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit **B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes

#### **SECTION 5.3 - REMOTE CONTROLS**

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

#### **SECTION 5.4 - STEREO TV TRANSMISSIONS**

All Broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

#### **SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. § 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial access

channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

## **ARTICLE 6**

### **PEG ACCESS CHANNEL & TECHNOLOGY FUNDING**

#### **SECTION 6.1 - PEG ACCESS PROGRAMMING**

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

#### **SECTION 6.2 - PEG ACCESS CHANNELS**

(a) The Franchisee shall make available to the Franchising Authority and/or its designee(s) three (3) Downstream Channels for Chester PEG Access use, as follows:

(b) The Franchising Authority and/or its designee shall be responsible for providing the PEG Access Channel Signals in SD format to the demarcation point at the designated point of origination for the PEG Access Channels. The Franchisee shall distribute the PEG Access Channels Signal on its Cable System in SD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend.

(c) The Franchisee shall provide Origination Capability at the following locations:  
(1) Chester Town Hall; and (2) Chester Academy.

(d) Town Hall shall be the Hub for the PEG Access Channels.

(e) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(f) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel, once established, without the advance, written notice to the Franchising Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel relocations.

(g) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the video transmission equipment that will be permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmission equipment for the purpose of testing, maintaining, and/or adjusting output levels of the video transmission equipment; the Franchisee shall test and adjust the levels of such output as reasonably necessary to ensure good picture quality. The Franchisee may request that the Franchising Authority and/or its designee(s) first test and determine if end-user equipment is the source of any apparent Signal problems.

### **SECTION 6.3 - EQUIPMENT OWNERSHIP AND MAINTENANCE**

The Town shall own and maintain all PEG Access equipment purchased with funding pursuant to this Franchise.

### **SECTION 6.4 - PEG ACCESS CHANNEL(S) MAINTENANCE**

The Franchisee shall monitor the PEG Access Channel for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming

### **SECTION 6.5 - CENSORSHIP**

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

## **SECTION 6.6 - PEG ACCESSCABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified herein to the headend or hub, where such PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee shall not charge the Franchising Authority and/or its designee(s) for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the Town and/or its designee(s) to the designated Downstream PEG Access Channel. Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

## **ARTICLE 7**

### **CUSTOMER SERVICE & CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time.

#### **SECTION 7.2 - CONSUMER COMPLAINT**

Franchisee shall comply with RSA 53-C:3-d regarding Quality of Service and RSA 53-C:3-e regarding customer complaints.

#### **SECTION 7.3 - SERVICE INTERRUPTIONS**

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will upon request grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

#### **SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY**

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

#### **SECTION 7.5 - PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the

Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

#### **SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS**

All of Franchisee’s employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee. All of Franchisee’s vehicles or Franchisee’s contractors’ vehicles which have direct contact with customers shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the Town shall reasonably inform the Town’s Police Department of the general work location within the Town and provide relevant vehicle identification prior to commencing such work.

#### **SECTION 7.7 - TERMINATION OF SERVICE**

(a) In the event a Subscriber’s Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating,

Subscriber has provided Franchisee a forwarding address and returned any equipment the subscriber has rented from the Franchisee has been returned.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

- (i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (ii) The Subscriber's account is at least thirty (30) days delinquent.



## **ARTICLE 8**

### **PRICES & CHARGES**

#### **SECTION 8.1 - PRICES AND CHARGES**

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

## **ARTICLE 9**

### **REGULATORY OVERSIGHT**

#### **SECTION 9.1-FRANCHISE FEE PAYMENTS**

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to three percent (3%) of Franchisee's Gross Annual Revenues, derived during each year of this Franchise.

(b) Franchisee's payments to the Town shall be made on a quarterly basis forty-five (45) days after the close of the previous quarter. The first and last payments shall be prorated, if necessary, to reflect the time period for which this Franchise is in effect.

(c) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues.

(d) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which Franchisee shall direct Franchise Fees due hereunder.

(e) The Franchising Authority may, within twelve (12) months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and the Franchisee shall contribute to the costs of such audit in an amount not to exceed One Thousand Dollars (\$1,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. In the event any such audit reveals

an overpayment, then the Town shall remit back to the Franchisee such overpaid amounts in a timely manner.

## **SECTION 9.2 - INDEMNIFICATION**

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

## **SECTION 9.3 - INSURANCE**

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon written request.

#### **SECTION 9.4 - PERFORMANCE BOND**

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 9.8 herein (Notice and Opportunity to Cure):

- (i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The indemnification of the Town; and
- (v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.4(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

## **SECTION 9.5 - REPORTS**

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C:3-e.

## **SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

Franchisee is an Equal Opportunity Employer and shall comply with federal and state law and applicable FCC regulations with respect to Equal Employment Opportunities.

## **SECTION 9.7 - REVOCATION OF FRANCHISE**

This Franchise may be terminated by the Town Council, after notice and opportunity to cure pursuant to Section 9.8 hereof and after a duly noticed public hearing, for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 9.4 (Performance Bond) or to maintain insurance as described in Section 9.3 (Insurance);
- (b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the Town, except as otherwise provided in this section;
- (c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;
- (d) For any transfer or assignment of the Franchise made in violation of Section 9.9 herein;
- (e) For repeated failure to comply with the material terms and conditions of the Franchise;
- (f) For failure to pay the Franchise Fee within thirty days (30) calendar days after the due date.

The Town shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate. Except as to subsection (e) above:

- (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;
- (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

#### **SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE**

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

- (a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that, by nature of the default, such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and

reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided with a reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to Section 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to Section 9.8(c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

## **SECTION 9.9 - TRANSFER OR ASSIGNMENT**

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to

secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

#### **SECTION 9.10 - REMOVAL OF SYSTEM**

Upon termination of this Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority shall cause all or part of same to be removed at Franchisee's expense.

#### **SECTION 9.11 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of



which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.12- NO THIRD PARTY BENEFICIARIES**

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

#### **SECTION 9.13 - ANNUAL TOWN REVIEW AND REPORT**

(a) At the Town's written request, the Franchisee will attend an annual meeting with the Town Council or its designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the Town's written request, Franchisee shall submit an annual report in the form attached as Exhibit C.

## **ARTICLE 10**

### **MISCELLANEOUS**

#### **SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

#### **SECTION 10.2 - FORCE MAJEURE**

If for any reason of Force Majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "Force Majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

#### **SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Town of Chester  
Attn: Town Administrator  
84 Chester Street  
Chester, NH 03036

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way  
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Relations  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

## **SECTION 10.5 - CAPTIONS**

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such sections shall not affect the meaning or interpretation of the Franchise.

## **SECTION 10.6 - APPLICABILITY OF FRANCHISE**

All of the provisions in this Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

## **SECTION 10.7 - WARRANTIES**

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee:

- (a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;
- (c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

**SIGNATURE PAGE**

In Witness Whereof, the Franchise is hereby issued as of \_\_\_\_\_, 2024 by the Board of Selectmen of the Town of Chester, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC

**TOWN OF CHESTER, NH**

By:

\_\_\_\_\_  
Chuck Myette, Selectboard Chair

\_\_\_\_\_  
Steven M. Couture, Selectboard Vice-Chair

\_\_\_\_\_  
Stephen O. Landau, Selectboard

\_\_\_\_\_  
Dana Theokas, Selectboard

\_\_\_\_\_  
Dick Trask, Selectboard

**COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/VIRGINIA/VERMONT, LLC**

By:

\_\_\_\_\_  
Carolyn Hannan, Senior Vice President  
New England Region

## EXHIBIT A

### COURTESY DROPS TO PUBLIC BUILDING ON THE CABLE SYSTEM

The following schools and public buildings shall receive Drops and the monthly Basic Cable Service at no charge.\*

<b><u>Public Buildings</u></b>	<b><u>Address</u></b>
Chester Town Office	84 Chester Street
Chester Academy	22 Murphy Drive
Steven's Memorial Hall	1 Chester Street
Town Office Annex	5 Chester Street
Chester Police Department	84 Chester Street
Chester Public Library	3 Chester Street
Chester Fire Department	27 Murphy Drive

\* and, subject to Section 3.6 supra, any and all new municipal buildings and/or Town public schools that are constructed and/or put into use during the term of this Renewal Franchise.

## **EXHIBIT B**

### **PROGRAMMING**

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Local Programming; and
- Weather Programming.

**EXHIBIT C**  
**ANNUAL REPORT**

**TOWN of CHESTER for \_\_\_\_\_**  
*(Year)*

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Franchise Fee Paid: \$ \_\_\_\_\_

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 225 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-55295-1

**Date:**

10/23/2023 5:19 PM

**Customer:**CHESTER, NEW  
HAMPSHIRE

QTY	Product Name	DESCRIPTION
1.00	Web Open Platform Maintenance	Web Open Platform Migration
1.00	Web Open Subscription	Annual Renewal Website Hosting & Support - CivicCMS
Annual Recurring Services - Initial Term		USD 2,721.21
Annual Recurring Services - (Subject to Uplift)		USD 2,721.21

1. This renewal Statement of Work ("SOW") is between Town of Chester ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: [www.civicplus.help/hc/p/legal-stuff](http://www.civicplus.help/hc/p/legal-stuff) (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 3/1/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

**Town of Chester  
Selectboard’s Meeting  
Thursday, February 1, 2024  
Municipal Complex  
Draft Minutes**

**I. Preliminaries**

Call the Meeting to Order  
Roll Call  
Pledge of Allegiance  
Chairman’s Additions or Deletions  
Public Comment (10 minutes)  
Engineering RFPs  
Renewal Compost Program  
Conservation Commission  
Building Department  
Highway Department Update  
Engineering Firm Proposals  
Consent Agenda  
Chairman’s Announcements  
Roundtable  
TA Report  
Action Items  
Potential Non-Public Sessions  
Adjournment

*1.1 Call to Order*

Chairman Myette called the meeting of the Chester Selectboard to order at 6:00pm.

*1.2 Roll Call*

Selectboard Present:

Chuck Myette  
Stephen Landau  
Dana Theokas  
Dick Trask

Selectboard absent:  
Steve Couture

Members of the Public Present at various times:

Jeff Adler, Dubois & King  
Aaron Berube, Police Chief  
Myrick Bunker, Building Inspector  
Victor Chouinard, Conservation Commission  
Marybeth Clough

David LaVita  
Nancy Myette  
James Piper, Supervisor of Roads  
Ann Podlipny  
Saul Shriber

and other persons unknown to the Recording Secretary.

### *1.3 Pledge of Allegiance*

Chairman Myette led the attendees in the Pledge of Allegiance.

### *1.4 Chairman’s Additions or Deletions*

*None*

### *1.5 Public Comment*

As no Members of the Public wished to be heard, Public Comment was closed at 6:02pm.

## **II. Appointments**

### *2.1 Engineering RFP*

Chairman Myette mentioned an RFP was put out looking for a firm that can give services to all departments in town. The proposals are still being evaluated.

Mr. Adler, Project Manager with Dubois & King, is honored to have worked with the Town for 37 years and hopes to continue. Mr. Adler helps the Planning Board and has also worked on structural and heating services. If Dubois & King are unable to handle something they have many contacts they can call on.

Chairman Myette mentioned the Town received a matching grant for the Wason Pond Bridge, this was one of the projects Dubois & King worked on for the Town.

Chairman Myette would like to build a stronger relationship with an engineer to help the town with advance planning. Mr. Adler would be happy to help with this.

Selectwoman Theokas pointed out the varied experience with staff and the different projects that they can assist the town with such as landscaping and parking lots.

Chairman Myette thanked Mr. Adler for his time. The board will need a few more weeks to make a decision.

### *2.2 Renewal Compost Program*

Ms. Podlipny explained the composting project started six months ago. There are currently ten households in Chester participating and Chester Academy is interested but does not have the funding in the budget. Ms. Podlipny is asking for the Town to help subsidize the program; if the Town helps with the cost more households may want to join.

Chairman Myette suggested working with the Conservation Commission, Transfer Station, or even put in a warrant article for the Town to vote on. Ms. Podlipny has already spoken to Ms. Manfrates, Transfer Station Forman, about composting at the Transfer Station. They would need either a reliable volunteer or hire someone to oversee the compost pile that has knowledge. Ms. Podlipny also mentioned there are grants available. Chairman Myette asked for the grant information be provided to the town.

Mr. Podlipny is interested in a repair fair. The concept is to have local vendors come and people can bring things they need fixed. Selectman Landau suggested the possibility of joining another group in town. The best approach is to find volunteers and come back to the board with ideas.

Ms. Podlipny asked about using the soccer field for “grandmas playing soccer”. Selectman Trask asked Ms. Podlipny to contact the Recreation Director to be placed on the schedule.

#### *2.3 Conservation Commission (moved to later in the meeting)*

#### *2.4 Building Department*

Building Inspector Bunker introduced Ms. Clough to the Board. She is the final candidate for the Building Department open position. She will accept the position if offered.

Chairman Myette asked Ms. Clough about her background and what interested her in the job. Ms. Clough’s background is mostly in education but has done many jobs. With her education and experience, Selectwoman Theokas felt this would be a great opportunity to help the town organize procedures and learn the Building Department.

Building Inspector Bunker would like to suggest that Ms. Clough’s vacation and personal time start immediately. Chairman Myette advised the Board will confer in non-public and will let him know the decision in the morning.

#### *2.5 Highway Department*

Mr. Piper, Supervisor of Roads, updated the Board on the road conditions. The constant freeze and thaw are causing havoc on the roads, while the salt line is taking a hit with all the freezing rain and weather. The emergency fund will be needed if these storms continue.

Mr. Piper mentioned there have been three candidates for the open position. One candidate has already withdrawn from the process and there possibly may be another candidate coming forth.

Selectwoman Theokas asked about signs for the roads that are bad. Mr. Piper only has cones to let people know of a hazard ahead.

The Board discussed a beaver dam on Lane Road. Mr. Piper has permission from one homeowner but not the other. The highway department does watch it and they also clean the grate downstream where there is a lot of activity.

#### *2.3 Conservation Commission (moved from earlier in the meeting)*

Mr. Chouinard presented a letter to the Board asking to accept an annual donation to the Conservation Commission for hiking trails. Chairman Myette thanked Mr. Hawkins (not present) for this annual donation is much appreciated.

Selectman Landau asked if a lawyer is needed to draft something to guarantee Mr. Hawkins’ wishes are abided by in the future. The letter can be filed in the offices of the Town Clerk and Conservation.

***Selectman Trask motioned to accept the donation in perpetuity for hiking trails. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.***

Mr. Chouinard mentioned when the first donation is received a new account will be opened to keep the money separate.

Mr. Chouinard explained there is an issue with a transfer of property in 2017. Mr. Chouinard is requesting the Selectboard’s approval to bring this case to court. Selectman Landau is in favor if it straightens out the issue. He would also like the maps updated with the correct information.

***Selectman Landau motioned to move forward with the court proceedings for the reformation of deeds for the property off Lane Road Tax Map 8 Lot 16. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.***

### **III. New Business**

#### ***3.1 Engineering Firm Proposals***

The Board will discuss the proposals in non-public.

### **IV. Consent Agenda**

#### ***4.1 Minutes 1-4-24***

***Selectman Trask motioned to accept the minutes of January 4, 2024, as presented. Chairman Myette seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas – abstained, Couture – absent, Landau – abstained. With two in favor, the motion passed with Couture absent and Theokas and Landau abstaining.***

### **V. Selectmen’s Business**

#### ***5.1 Chairman’s Announcements***

Selectman Landau mentioned there will be Selectboard Meetings every Thursday in February for budgets.

Chairman Myette announced the following meetings:

Monday February 5, 2024	Wason Pond Commission Meeting at 7:00pm (Rangeway)
	Budget Committee Public Meeting – School Budget at 7:00pm (Meeting Room)

199  
200 Tuesday February 6, 2024 Solar Working Group Meeting at 7:00pm  
201  
202 Wednesday February 7, 2024 Planning Board Meeting at 7:00pm  
203 School Board Meeting at 6:00pm  
204  
205 Thursday February 8, 2024 Selectboard Meeting at 6:00pm 1st meeting of the 2024 –  
206 2025 budget  
207  
208 *5.2 Roundtable*  
209  
210 Selectwoman Theokas  
211 *Nothing to report.*  
212  
213 Selectman Landau mentioned the church is donating countertops and sinks for Stevens Hall.  
214  
215 Selectman Trask mentioned the article about impact fees from California. The impact fees are how  
216 we fund our town.  
217  
218 Chairman Myette  
219 *Nothing to report.*  
220  
221 *5.3 Town Administrator’s Report*  
222  
223 Selectman Landau mentioned there is no update on the roof. The Town Clerk’s office was also leaking.  
224 Repairs to the portion of Shattigee Road in Raymond are scheduled to begin. It will take about three  
225 months to complete. Raymond has asked Chester to plow to the washout.  
226  
227 Chairman Myette mentioned the elections went well and thanked everyone who came out to vote.  
228 The pinning ceremony for newly appointed LT. Sheley went well.  
229  
230 *5.4 Action Items*  
231 *None*  
232  
233 *5.5 Non-Public Session(s)*  
234  
235 Chairman Myette announced non-public sessions on public employees, property, and legal.  
236  
237 ***Selectman Landau motioned to go into non-public session pursuant to 91-A:3(II) (a) public***  
238 ***employees (d) property, and (e) pending litigation. Selectwoman Theokas seconded the motion.***  
239 ***A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture – absent, Landau –***  
240 ***aye. With four in favor, the motion passed with Couture absent.***  
241  
242 The meeting was closed to the public at 7:29PM.  
243  
244 ***Selectman Trask motioned to come out of non-public session Selectwoman Theokas seconded***  
245 ***the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture – absent,***  
246 ***Landau – aye. With four in favor, the motion passed with Couture absent.***  
247  
248 The meeting was reopened to the public at 9:07 PM.

*Selectwoman Theokas motioned to seal the minutes of the first non-public session, on Property. Selectman Trask seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.*

*Selectwoman Theokas motioned to seal the minutes of the second non-public session, on Public Employees. Selectman Trask seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.*

*Selectwoman Theokas motioned to seal the minutes of the third non-public session, on Public Employees. Selectman Trask seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.*

*Selectwoman Theokas motioned to seal the minutes of the fourth non-public session, on Reputation. Selectman Trask seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.*

*Selectwoman Theokas motioned to seal the minutes of the fifth non-public session, on Reputation. Selectman Trask seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.*

## **VI. Adjournment**

*Selectman Trask moved to adjourn the meeting. Selectman Landau seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – absent, Landau – aye. With four in favor, the motion passed with Couture absent.*

The meeting was adjourned at 9:17 PM.

Respectfully submitted,

Janis A. Jalbert  
Recording Secretary



**Town of Chester  
Selectboard’s Meeting  
Thursday, January 18, 2024  
Municipal Complex  
Draft Minutes**

**I. Preliminaries**

Call the Meeting to Order  
Roll Call  
Pledge of Allegiance  
Non- Public Session  
Chairman’s Additions or Deletions  
Public Comment (10 minutes)  
Primary Election  
NH DOT 102/121 Intersection Presentation  
Solar Working Group  
Post Office Foundation  
Transfer Station Skid Steer  
NHMA Legislative Advocate Request  
Consent Agenda  
Chairman’s Announcements  
Roundtable  
TA Report  
Action Items  
Potential Non-Public Sessions  
Adjournment

*1.1 Call to Order*

Vice Chairman Couture called the meeting of the Chester Selectboard to order at 5:30pm.

*1.2 Roll Call*

Selectboard Present:

Chuck Myette (vis Zoom)  
Steve Couture  
Stephen Landau  
Dana Theokas  
Dick Trask

Town Administrator Debra Doda

Members of the Public Present at various times:

Aaron Berube, Police Chief  
Justine Celentano, Town Clerk/ Tax Collector  
Matt Davis  
Mark Dooley, Bureau of Highway Designs

Tim Dunn, NH DOT  
Phil Gladu, Fire Chief  
Andrew Hadik, Town Planner  
Steve LaBonte, NH Bureau of Right Away  
Stacy Manfrates, TS Foreman  
James Piper, Supervisor of Roads  
Darrell Quinn  
Kevin Scott  
Michael Scott, Moderator  
Trent Zanes, NH Bureau of Highway Designs

and other persons unknown to the Recording Secretary.

### *1.3 Pledge of Allegiance*

Vice Chairman Couture led the attendees in the Pledge of Allegiance.

### *1.4 Non Public Session*

***Selectman Landau motioned to go into non-public session pursuant to 91-A:3(II) (a) public employees. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.***

The meeting was closed to the public at 5:32 PM. Mr. Davis remained in the room.

Mr. Davis departed the meeting room at 5:51 PM.

The meeting room was reopened to the public at 6:00 PM.

***Selectman Landau motioned to come out of non-public session Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.***

### *1.5 Chairman’s Additions or Deletions*

Vice Chairman Couture added SHF Bonfire permission and a land use change tax to the consent agenda.

### *1.5 Public Comment*

Chairman Myette thanked the Fire Department and members who assisted with the fire in Epping involving oil trucks.

As no other Members of the Public wished to be heard, Public Comment was closed at 6:03pm.

## **II. Appointments**

### *2.1 Primary Election*

Moderator Scott mentioned the election rules will be followed. There will be areas where people can watch the voting and counting of ballots. There will be a full staff of workers and it is expected the Selectboard be present for the elections. Mr. Hadik pointed out the Attorney General’s office is on speed dial, and they will be out spot-checking elections in the state.

Absentee ballots will start being processed at 1:00pm. There have been 70 absentee ballots requested and 40 have been received. Mr. Scott encouraged all the voters to bring their identification with them. Mr. Hadik asked that if anyone makes a mistake on the ballot, they can request a new ballot.

The ballot machines have been tested and the ballots are ready. Ms. Celentano mentioned she has plans drawn up for the counting and assignments for everyone. Vice Chairman Couture thanked Ms. Celentano for putting together a plan for counting.

Mr. Scott reminded the independent voters to change their party back to Undeclared when they have finished voting; a table is set up near the exit. Also, if there are complaints or problems please speak to the moderator.

## *2.2 NH DOT 102/121 Intersection Presentation*

Mr. Dunn presented the two options for the center of town, which have been updated from discussions at the presentation with the Planning Board. The purpose of this project is to improve the intersection and the need is demonstrated by the crash history. There have been a number of right angle and rear end crashes from 2013-2022. During that period of time there have been 92 recorded crashes.

Mr. Dooley stated one of the issues with the intersection is the sight distance which is mainly due to the slope in front of Stevens Hall and the 6% grade on Route 102 at the intersection. Another issue is three of the four properties at the intersection are on the National Register for Historic Places. The Village Cemetery is the most sensitive. There are two anomalies under the Eagle Scout Memorial; these are likely graves and will need to be relocated before construction work will be started.

Mr. Dooley gave some background on the intersection. The state is estimating about 9,000 vehicles travel Route 102 daily and 6,000 travel Route 121 daily. Most of the crashes occur between 11am and 7pm. Mr. Dooley mentioned there have been interim improvements made to try to improve the intersection. Mr. Scott, Chester Street, asked if poor visibility is the root cause of the issue with the intersection. Mr. Dooley replied yes, poor visibility and the amount of traffic.

Mr. Zanes presented the two alternatives: signalized left turn lanes, or a roundabout. The state is comfortable with either option. Mr. Zanes walked through what the intersection will look like for each of the alternatives. Mr. Shriber, Jennifer Drive, mentioned roundabouts are the safest option; however, most drivers do not know how to drive in a roundabout. As for access to the properties on Haverhill Road, the state is confident they can maintain full access for the property owners, but it may need to be right in and right out.

Mr. Zanes mentioned crosswalks were mentioned at the Planning Board Meeting; if any sidewalks, crossings, or landings, these would need to be maintained by the town. Mr. Scott asked about pedestrian crossing at the intersection. Mr. Zanes mentioned a mid-block crossing would be placed

one car length from the intersection with a refuge in the middle if the town decided on a roundabout. Mr. Day asked what the traffic patterns would be near the school if pedestrians decided to cross there and if this would hurt the General Store’s business. Mr. Zanes pointed out the entrance to the school is beyond the scope of this project. As for access to the general store and the property on the corner, the state is confident they can maintain full access.

Mr. Zanes stated with the roundabout the grade on Chester Street will need to be dropped and the access to Stevens Hall and the Post office will not be feasible. The entrance will need to be reconfigured to be both an entrance and exit with a retaining wall in front of Stevens Hall. Selectwoman Theokas asked about the section in front of the church. Mr. Zane stated the shoulder will be slightly wider than what is currently there.

Mr. Dooley advised for safety and operations the signal and the roundabout meet the purpose and need for historic and cultural impacts. The signal will focus more on the approaches to the intersection while the roundabout will be focused more on the intersection. The Chester General Store entrance from 102 will need to be closed for both alternatives and the exit from the Post office will need to be closed if the roundabout is chosen. Mr. Zanes mentioned 2024 is referenced because projects are designed twenty years out to ensure a good level of service for 20 years to justify the expense.

Mr. Dunn mentioned the State considers additional factors for all projects such as environmental considerations. Both alternatives will likely have an adverse impact on historical resources and will need to go through mitigation due to the impacts. Archaeological recovery efforts will be needed in front of the cemetery and archaeological monitoring during construction. The State will also need stormwater treatment but that is in the next step of the project.

Mr. Dunn mentioned there are a few future public meetings planned and then a public hearing. Abutters will be notified via mail for that date.

Mr. LaBonte explained what the Bureau of Right of ways does for many projects. They operate under RSA 228:35 which summarized means whenever the right of way lines or boundaries are lost, the Commissioner of Transportation can re-establish those lines to the original extent they can. The best evidence for this project was the road itself. Mr. Methot pointed out the road was originally a ten-rod road. In 1792, they had a meeting house, and they would take the bodies and people who had died and bury them in the roadway. In 1747 they sold 5 rods of the 10-rod road making it what it is today.

Mr. Labonte explained a re-establishment plan will need to be filed with the Secretary of State and the Town Clerk’s office. The abutters will be notified. The re-establishment line determined that part of the cemetery and a small section of Haverhill Road in front of the general store are in the right of way. A discontinuance will be done for the section over the cemetery when the project is complete. Mr. Labonte explained the discontinuance process. With this process the right of way will be closer to the road on the cemetery side of the road. Vice Chairman Couture asked what happens if the Town does not accept it as a Class V Road. Since it already is a Class V Road the Town would need to discontinue the road.

Mr. Dunn presented the rough estimate and schedule for the intersection.

Vice Chairman Couture asked about cues and would like to know how long he will be waiting. That will be brought at the next meeting.

Selectman Trask mentioned in 2015 the Department of Transportation did traffic work for the exit 4A project and in 2035 the projected number of cars going through the intersection was 16K. The projection today for 2045 is 13K. Has the State considered the additional vehicles from the new exit? Mr. Dunn stated he has had conversations with the Bureau of Traffic regarding the new exit on 93.

### *2.3 Solar Working Group*

Mr. Broadwater stated the mission of the Solar Working Group was to assess and recommend solar power options to offset municipal electrical costs and provide revenue to the town. Nine volunteers were appointed in May of 2023 and have spent over 300 hours researching and gathering data.

Mr. Broadwater explained all the different phases of the project. After careful consideration, the group is recommending to the Selectboard to utilize one of the options from ReVision Energy.

Vice Chairman Couture thanked the group for their time and energy into the project.

Chairman Myette thanked the group for putting together a question-and-answer sheet addressing questions and concerns from Town Meeting in 2023. This is a nice size project and will be of no cost to the town.

Selectwoman Theokas asked about the size of the project and if trees would be cut for the project. One of the projects is behind the burn pit and some trees would need to be cut. With the fence it will be around two acres for the array. Mr. Zankel, ReVision Energy, mentioned his company worked on a preliminary design and used GIS maps to locate wetlands and kept the town setbacks in mind when designing. Mr. Quinn pointed out where a dug well is on the property. If the array is approved a more comprehensive study will be done on the property.

Vice Chairman Couture feels the next step be for the selectboard to discuss this further at the next meeting. Copies of the ReVision proposal will be sent to the Board and Town Administrator Doda will draft a warrant article. Ms. Zankel offered assistance in writing the warrant article.

There was a discrepancy in the length of time cited in the documentation, so the group is going to double check their data.

Ms. Veale mentioned the group is willing to continue working together to find ways to help reduce taxes.

## **III. New Business**

### *3.1 Post office Foundation*

Selectman Landau mentioned the foundation can be done in sections. He has spoken to the mason, and he is willing to do small sections with the piers being first. Chairman Myette stated that phasing the project is great idea.

### *3.2 Transfer Station Skid Steer*

Town Administrator Doda mentioned the repairs for the skid steer total up to \$4K and another \$6K is estimated for repairs. If the town were to trade the value is \$10K and the town would not have to pay for the repairs thus far. A new machine would cost around \$87K.

Ms. Manfrates, Transfer Station Foreman, mentioned this machine is used for snow plowing, moving the metal container, and for brush. Vice Chairman Couture asked if the gap could be covered by other pieces of machinery until Town Meeting. Selectman Landau asked if the town should take a chance on leasing a new machine prior to Town Meeting. Chairman Myette feels the skid steer should be fixed now and then the Board can decide what to do. Selectman Landau will look into different companies for pricing.

***Vice Chairman Couture motioned to fix the skid steer. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – abstained. With four in favor, the motion passed with Landau abstaining.***

The Board requested Ms. Manfrates put together an analysis of what she uses the skid steer for and how often it is used.

### *3.3 NHMA Legislative Advocate Request*

A new bill is being presented to attempt to prevent organizations that represent town managers, town clerks, libraries, police chiefs, fire fighters, town planners, and every other entity from supporting or opposing specific legislation. The bill would also assign criminal penalties to those that do.

Selectman Trask asked that Chester Representative Ford be invited to a meeting to explain the bill. Chairman Myette asked for clarity on the bill before supporting or opposing.

## **IV. Consent Agenda**

### *4.1 Land Use Change Tax*

### *4.2 Bonfire at Spring Hill Farm*

***Selectman Trask motioned to approve the consent agenda as presented. Selectman Landau seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.***

## **V. Selectmen’s Business**

### *5.1 Chairman’s Announcements*

Vice Chairman Couture announced the following meetings:

Monday January 22, 2024	Budget Committee Meeting at 7:00pm Chester Historical Society meeting and "Early Surveying" presentation at 7:00pm
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Wednesday January 24, 2024	Planning Board Meeting at 7:00pm
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Thursday February 1, 2024

Selectboard Meeting at 6:00pm

Vice Chairman Couture announced the following events:

Presidential Primary Tuesday January 23, 2024 7am to 7pm in the MPR, 84 Chester Street

The Building Department will reopen on January 22, 2024.

#### *5.2 Roundtable*

Chairman Myette stated the town may want to consider looking into online permits for some of the departments in town.

Selectwoman Theokas asked what buildings have been impacted from weather. Town Administrator Doda stated during the storm last week water flooded the hallway to the meeting room and Town Administrators Office. Some ceiling tiles were lost, and the rug needed to be dried out using fans. The MPR had a flood and an officer helped dig a trench to get the water away from the doors. Recreation Director Reishus and Town Administrator Doda got the water off the gym floor. There are new leaks in the Tax Collectors office, and the MPR hallway and Police Department continue to leak. Selectman Landau mentioned the engineers suggested pitching the roof near the skylights.

Selectman Landau pointed out Shattigee Road is not yet repaired on the Raymond side. The estimate is about three months for the repairs.

Selectman Trask  
*Nothing to report.*

Chairman Myette  
*Nothing to report.*

#### *5.3 Town Administrator’s Report*

Vice Chairman Couture thanked Town Administrator Doda for the initiative with the electricity audit and hopefully there will be some savings from that.

The Wason Pond bridge grant was approved. Town Administrator Doda was congratulated for all her work on a successful grant application.

#### *5.4 Action Items*

*None*

#### *5.5 Non-Public Session(s)*

Vice Chairman Couture announced non-public sessions on reputation.

***Selectman Landau motioned to go into non-public session pursuant to 91-A:3(II) (c) reputation. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.***

The meeting was closed to the public at 9:05PM.

*Selectman Landau motioned to come out of non-public session Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.*

The meeting was reopened to the public at 9:15 PM.

*Selectman Landau motioned to seal the minutes of the first non-public session, on Public Employees. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.*

*Selectman Landau motioned to seal the minutes of the second non-public session, on Reputation. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.*

*Selectman Landau motioned to seal the minutes of the third non-public session, on Reputation. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.*

## **VI. Adjournment**

*Selectman Landau moved to adjourn the meeting. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With all in favor, the motion passed.*

The meeting was adjourned at 9:17 PM.

Respectfully submitted,

Janis A. Jalbert  
Recording Secretary



**Town of Chester  
Selectboard’s Meeting  
Thursday, February 8, 2024  
Municipal Complex  
Draft Minutes**

**I. Preliminaries**

Call the Meeting to Order  
Roll Call  
Pledge of Allegiance  
Chairman’s Additions or Deletions  
Public Comment (10 minutes)  
Budget Review  
Warrant Article Review  
Consent Agenda  
Chairman’s Announcements  
Roundtable  
TA Report  
Action Items  
Potential Non-Public Sessions  
Adjournment

*1.1 Call to Order*

Chairman Myette called the meeting of the Chester Selectboard to order at 6:00pm.

*1.2 Roll Call*

Selectboard Present:

Chuck Myette  
Steve Couture  
Stephen Landau  
Dana Theokas  
Dick Trask

Town Administrator Debra Doda

Members of the Public Present at various times:

Myrick Bunker, Building Inspector  
Justine Celentano, Town Clerk / Tax Collector  
Mike Ebbett, Block 5  
Andrew Hadik, Town Planner  
Nancy Myette  
Jean Packard, Assessing  
Leslie Packard, Supervisor of the Checklist  
Corinna Reishus, Recreation Director  
Evan Sederquest, Planning Board Member

Saul Shriber  
Beth Swanson, Budget Committee Member  
Eric Swanson  
Rob Varsalone, Budget Committee Member  
and other persons unknown to the Recording Secretary.

### *1.3 Pledge of Allegiance*

Chairman Myette led the attendees in the Pledge of Allegiance.

### *1.4 Chairman’s Additions or Deletions*

Chairman Myette moved the Elections budget to the beginning of the meeting.

### *1.5 Public Comment*

As no Members of the Public wished to be heard, Public Comment was closed at 6:02pm.

## **II. Appointments**

*None*

## **III. New Business**

### *3.1 Budget Review*

#### *3.1.1 IT (moved to later in the meeting)*

#### *3.1.7 Elections (moved to from later in the meeting)*

Ms. Leslie Packard, Chair of the Supervisors of the Checklist, presented the Elections budget with a 27.06% increase. The increase in the budget is due to having one more election than in the current year. After the budget was turned in there was a slight change: the salary line will decrease to \$3,761.20 from \$3,868.00. Chairman Myette inquired if there are enough people to cover the elections. Ms. Packard stated she has added three more ballot clerks.

#### *3.1.2 Assessing*

Assistant Assessor Jean Packard presented the Assessing budget with a 3.14% increase. The only lines in the budget that increased are the contractual lines and salary line. During a revaluation year the utility appraiser increases with a separate contract and is paid out of the revaluation capital reserve account. This is done so the budget does not spike on revaluation years.

Ms. Packard asked for the Warrant Article for the Revaluation Capital Reserve to continue with the \$15K to prepare for the next revaluation in 2029.

Chairman Myette mentioned the letter asking to control the budget and have written justification for any line over 3%. The salary line number increased but that number is provided by the finance office and Vice Chairman Couture pointed out the document in the book with the salary

100 explanation. Ms. Packard is receiving a step for a satisfactory review, a 4% COLA increase, and a  
101 longevity bump.

102  
103 A conversation ensued about the tax maps; Ms. Packard currently orders eight to ten 8x14 tax maps  
104 and only uses two. The Selectboard is fine in decreasing the amount ordered. An estimate will be  
105 provided to Town Administrator Doda and the budget will be updated.

### 106 107 *3.1.3 Building Department*

108  
109  
110 Building Inspector Bunker presented the Building Department budget with a 2.87% increase.

111  
112 Vice Chairman Couture asked what services beyond the Building Department would the new  
113 administrative assistant be assisting with. Mr. Bunker mentioned she is currently learning the  
114 Building Department but in time she may be able to help.

115  
116 Selectman Trask inquired how many new home permits were issued in the past year. Mr. Bunker  
117 does not have that information readily available, but thought it was around 12-15. New homes are  
118 about 40% of the department and renovations make up 60% of the workload.

119  
120 Chairman Myette asked the estimate on the year-to-date revenues for the Building Department. Mr.  
121 Bunker advised it is \$71K for the first six months of the fiscal year. The building permits essentially  
122 cover the budget for the year.

123  
124 Selectwoman Theokas asked what goes in the gas, fuel, diesel line, versus the mileage line. Mr.  
125 Bunker explained that the fuel line is used for the maintenance and fuel for the town vehicle. The  
126 mileage line is for milage for personal vehicles if the Building Department vehicle is not available. It  
127 was noted that the Building Department vehicle had been out of service for some time previously,  
128 leading to an increased usage of the mileage line, but it was back in service at this point, so the  
129 mileage line was decreased which brings the Building Department budget to a 1.82% increase.

### 130 131 *3.1.4 Planning Department*

132  
133 Town Planner Hadik and Planning Board Member Sederquest presented the Planning Department  
134 budget with a 7.39% increase. Mr. Hadik stated printing costs are up for the zoning amendments on  
135 the ballot. Office supplies are going up \$100.00 dollars to \$400.00. Last year’s actual expenditure  
136 for office supplies was \$425.00. The mileage line is used for traveling to meetings and going to the  
137 Registry of Deeds to record mylars. Vice Chairman Couture pointed out the budget increased 2.9%  
138 without the salary increases.

139  
140 Mr. Hadik mentioned the first meeting for the Master Plan update is scheduled on March 5<sup>th</sup>, 2024,  
141 from 8am to 10am. He hopes for more public involvement for the update. The master plan takes  
142 about 18 months to complete.

143  
144 Charmain Myette questioned the Southern NH Planning line on the budget, as there were no  
145 expenditures FY 22-23. Mr. Hadik explained this is used if the Town needs assistance from them.  
146 This line will be decreased to \$5K.

### 147 148 *3.1.5 Recreation, Wason Pond Commission-Recreation, Town Fire Works*

Recreation Director Reishus presented the Recreation budget with a 7.01% increase. The training line is increased to the actual amount needed. Also, senior fitness programs are increasing. This was one of the lines that was cut last year. Selectwoman Theokas asked if the senior programs were well attended. Ms. Reishus replied yes, and this is the only program that is not self-funded.

Vice Chairman pointed out the actual dollar amount on the increase is \$225.00. The Budget Committee will be looking at what budget items are fixed vs what items are not fixed. Salaries are a fixed item.

Ms. Reishus presented the Wason Pond Commission – Recreation budget with a 23.56% increase. The contracted services budget was cut last year. She is asking for the amount to be increased to the actual expenditure. This is used for the fish drop for the fishing derby at Wason Pond. The Police Association usually helps with the cost of the fish drops; however, for the last few years she has not received money from the Association.

Ms. Reishus stated the playground mulch is needed. It was on a rotation and every other year new mulch would be brought in. This has not happened in a few years with budget cuts. Half the cost would be \$1300.00. Selectman Landau reminded the group that the playground was donated, and recreation has been doing the upkeep.

***Vice Chairman Couture motioned to increase the playground budget to \$3500.00 for the mulch. Selectman Landau seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – aye, Landau – aye. With all in favor, the motion passed.***

Selectwoman Theokas asked if the playground apparatus that was broken and removed will be replaced. Ms. Reishus stated there is no money in the budget to replace it. Ms. Swanson, 108 Chester Street, mentioned the broken seesaw was removed because it was a hazard. The hazard is still there with the metal piece sticking out of the ground with a cone on it. If it is not going to be replaced, then the metal piece should be removed. Selectman Landau asked for an estimate for a new seesaw, and he will solicit donations to cover the cost.

Selectwoman Theokas inquired about the fencing around the playground. Recreation pays for the repairs to the fencing.

Ms. Reishus presented the budget for Town Fireworks. She mentioned this item is handled by the Fire Department. Last year the fireworks cost the town \$8,500.00. The Board discussed the possibility of donations to help with the cost. Ms. Reishus mentioned the next Town Fair meeting is on Monday at 6:00pm and there are only two volunteers for the committee.

Chairman Myette asked the group if it should stay at the \$7,000.00 or increase to the \$8,500.00 that was spent last year.

***Vice Chairman Couture motioned to keep the fireworks budget at the \$8,500.00. Selectman Landau seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – abstained, Couture – aye, Landau – abstained. With three in favor, the motion passed with Theokas and Landau abstaining.***

***3.1.1 IT (moved from earlier in the meeting)***

Vice Chairman Couture asked Mr. Ebbett about the 26% increase in the hardware management line. Mr. Ebbett needs to follow up, he is unsure where that increase comes from. His paperwork is different. He tries to keep the increases to minimal.

Vice Chairman Couture asked for the IT budget to be tabled. Mr. Ebbett will work with Town Administrator Doda and will come to the meeting on February 22<sup>nd</sup>.

### *3.1.6 Town Clerk/ Tax Collector*

Town Clerk/Tax Collector Celentano presented the Town Clerk/Tax Collector Budget with an 8.10% increase. Ms. Celentano mentioned she did a wage analysis of surrounding towns and the Deputy’s salary is sufficient. Ms. Celentano’s salary is a little low in comparison and she was not given the COLA increase last year. Chairman Myette asked if the comparison included experience. It did not. The term for a Town Clerk/Tax Collector is three years and anyone can run for the position. The salary given to Ms. Celentano after being elected was for an experienced Town Clerk/Tax Collector. Ms. Celentano felt she has experience with the various jobs she has held. Ms. Celentano felt the salary line provided by the Finance Department is comparable to other Town Clerks/Tax Collectors in surrounding towns.

Based on the new rates from Granite State, the fax line was increased. Dog tags and postage also went up.

Ms. Celentano mentioned the voter equipment line is for maintenance on the ballot machines. The new ballot machines are on the CIP, and she suggested they can be purchased in 2025. The tax bill is based on the actual cost.

Selectman Landau asked if the leak above the vault caused any damage to the items inside. Ms. Celentano stated no water went inside.

Selectman Landau stated he felt Ms. Celentano has shown experience in the past year in the office and her salary should be left how it is. Ms. Celentano pointed out to run for the position you need to live in Chester, and it is not an inexpensive place to live.

### *3.1.7 Elections (moved to earlier in the meeting)*

### *3.1.8 Finance, Insurance, Legal, Benefits, Ad & Regional Associations*

Town Administrator Doda presented the Finance budget with a 3.75% increase. The salary line is one step, COLA, and longevity.

Town Administrator Doda presented the Legal budget as flat. There are no pending lawsuits, and the Legal Capital Reserve Fund can be utilized if necessary.

Town Administrator Doda presented the Benefits budget with a 4.76% increase. They have no control over the benefits budget.

Town Administrator Doda presented the Advertising and Regional Association budget with a .27% increase. These are fixed costs.

With the changes made this evening the total budget is at a 7.24% increase.

3.2 Warrant Review

The Selectboard reviewed the most current Warrant Articles.

Vice Chairman Couture mentioned Warrant Article – b has no tax impact; therefore, the Budget Committee will not be voting on this article. Town Administrator Doda will delete the recommendation for the Budget Committee.

Warrant Article -e is the CIP. The items listed are from Table 10. Town Administrator Doda asked if the pumper replacement should be a separate Warrant Article. Chairman Myette mentioned the Fire Chief is looking at alternatives for the replacement.

Town Administrator Doda mentioned the ballot machines can be moved to 2025 after the discussion with Ms. Celentano.

Chairman Myette mentioned the Town received a grant for the Wason Pond Causeway bridge. The Town will need to pay in full for the project and then submit the request for reimbursement.

The Highway CIP projects were discussed. Chairman Myette pointed out Town Planner Hadik and the Engineer have been talking and some of the projects listed will be moving to different years.

Chairman Myette asked if the Fire Department Apparatus Capital Reserve Fund should continue to be funded. With the new estimates for pumper trucks the board might want to set aside more for the purchase. Currently there is \$688,653.58 in the capital reserve fund.

Vice Chairman Couture asked for the Department Heads to explain what their plans are for the upcoming year and give their thoughts on the Warrant Articles. Table 10 is needed at the next meeting. Chairman Myette would like a breakdown of what grants the town has, what has been expended and how much is left.

Selectwoman Theokas mentioned if Warrant Article k - *Winter Road Maintenance Fund* - is not needed it will be tabled at Town Meeting.

Warrant Article m – *Complete Road Discontinuance* - is on the warrant to fix the previous discontinuance that was not done properly. The Board will only need to give their recommendation on it.

Selectman Landau inquired about the amount left from the 300<sup>th</sup> Anniversary fund. Town Administrator Doda replied \$1996.39 is in the account. Town Administrator Doda mentioned this article can either be renamed or it can lapse and go in the general fund. Vice Chairman Couture suggested letting it lapse and ask for \$5000.00 and the amount lapsed from the 300<sup>th</sup> fund for funding the Historical Building Capital Reserve Fund.

Selectwoman Theokas asked if the amount should be higher for Warrant Article p – *Funding Municipal Improvement Capital Reserve Funds*. Funds are needed for the post office foundation.

Warrant Article s – *Municipal Complex Roof Replacement* - is listed in the CIP projects and as a separate Warrant Article. If the CIP passes this article will be tabled.

Chairman Myette mentioned the Town needs a 20% match for the red listed bridge repair. The state will be matching with 80% of the repairs. The Town has the option of which one of the two red listed bridges can be repaired with the matching grant. Selectman Trask suggested asking for \$200K a year for the 20% match. Town Administrator Doda pointed out the Hanson Road Bridge is on the CIP in 29-30 and Shepard Home Road Bridge is in 30-31. Chairman Myette asked Town Administrator Doda to verify those dates and ask Town Planner Hadik to attend the next meeting to discuss the Bridge / CIP Discussion. Town Administrator Doda asked if the Selectboard should agents to expend on the *Bridge Repair Capital Reserve Fund* and the Selectboard agreed.

The Post Office lease is up for renewal. This is a five-year lease with two five-year renewal options. The Town will receive rent, but the Town will also have to pay a fee to the leasing company who handles the Post Office leases.

Town Administrator Doda explained the Warrant Article – t *Contingency Fund*. 1% of the Town’s budget could be placed in this fund for emergencies. If the funds are not spent, they lapse into the general fund. Vice Chairman Couture has concerns with this. The Budget Committee has had discussions about the spending of the left-over funds in the budget by the Selectboard. This fund is similar to that. Selectman Landau stated this is very similar to the Winter Road Maintenance Capital Reserve. Town Administrator Doda will tighten up on the verbiage of the article.

#### IV. Consent Agenda

##### *4.1 Utility Revaluation Contract*

##### *4.2 Intent to Cut*

***Vice Chairman Couture motioned accept to consent agenda as presented. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas –aye, Couture – aye, Landau – abstained. With four in favor, the motion passed with Landau abstaining.***

#### V. Selectmen’s Business

##### *5.1 Chairman’s Announcements*

Chairman Myette announced the following meetings:

Monday February 5, 2024	Town Fair Committee Meeting at 6:00pm Recreation Commission Meeting at 7:00pm
Tuesday February 13, 2024	Conservation Commission Meeting at 7:00pm
Wednesday February 14, 2024	Planning Board Meeting at 7:00pm
Thursday February 15, 2024	Selectboard Meeting at 6:00pm discussion continues on the 24-25-budget

Chairman Myette announced the following events:

Winter Fest at Spring Hill Farm is Saturday, February 24, 2024, from 12pm to 5pm. Lots of activities are planned.

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5.2 Roundtable

Selectman Landau has one nonpublic for reputation.

Selectwoman Theokas  
*Nothing to report.*

Selectman Trask congratulated the girls’ basketball team; they are playing in the finals on Saturday.

Vice Chairman Couture  
*Nothing to report.*

Chairman Myette  
*Nothing to report.*

5.3 Town Administrator’s Report  
*Nothing to report.*

5.4 Action Items  
*None*

5.5 Non-Public Session(s)

Chairman Myette announced non-public sessions on reputation.

***Vice Chairman Couture motioned to go into non-public session pursuant to 91-A:3(II) (c) Reputation. Selectman Landau seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – aye, Landau – aye. With all in favor, the motion passed.***

The meeting was closed to the public at 8:40PM.

***Selectman Landau motioned to come out of non-public session; Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – aye, Landau – aye. With all in favor, the motion passed.***

The meeting was reopened to the public at 9:15 PM.

***Selectman Landau motioned to seal the minutes of the non-public session on Reputation. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – aye, Landau – aye. With all in favor, the motion passed.***

VI. Adjournment

***Vice Chairman Couture moved to adjourn the meeting. Selectman Landau seconded the motion. A roll call vote was taken Myette – aye, Trask – aye, Theokas – aye, Couture – aye, Landau – aye. With all in favor, the motion passed.***

The meeting was adjourned at 9:20 PM.



399    Respectfully submitted,  
400  
401    Janis A. Jalbert  
402    Recording Secretary