



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

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

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

Richard S. Trask, '26

SELECTBOARD MEETING AGENDA

Date of Meeting: November 2nd, 2023 @ 6:00 PM – Meeting Room

Broadcast on Channel 6 and streamed on [Government \(cablecast.tv\)](#) – 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. PUBLIC HEARINGS

- 2.1 Dogs at Spring Hill Farm
- 2.2 UFB for Lane Road
- 2.3 Converting Class VI portion of Dump Road to Class V

III. APPOINTMENTS

- 3.1 Ortins
- 3.2 Scarecrows: Historical Society

IV. BUSINESS:

- 4.1 Engineering RFP Opening
- 4.2 Wage Matrix Review (COLA)

V. CONSENT AGENDA:

- 5.1 Minutes 10/5/23 & 10/19/23

VI. SELECTMEN’S ITEMS:

- 6.1 Chairman’s Announcements
- 6.2 Roundtable
- 6.3 TA Report

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



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6.4 Action Items

6.5 Potential Non-Public Sessions

VII. ADJOURNMENT:

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

REGULATIONS: DOGS AT SPRING HILL FARM

SECTION I: AUTHORITY

These Regulations have been enacted pursuant to the authority granted the Selectboard by RSA 41:11-a and RSA 31:39, and the Spring Hill Farm Advisory Committee by RSA 35-B, which allow the Selectboard and Spring Hill Farm Advisory Committee to adopt regulations for the use of Spring Hill Farm.

SECTION II: PURPOSE

The purpose of these Regulations is to supplement the Town's 1980 adoption of RSA 466:30-a and to provide for regulations pertaining to the presence of dogs at Spring Hill Farm and the responsibilities of their owners.

SECTION III: LEASH REQUIREMENTS

No person shall exercise or walk a dog on Spring Hill Farm property unless the dog is leashed with a leash, or similar item, of a length that ensures that the dog remains within sight and voice of its owner, and that is able to restrain the dog under the physical control of the person exercising or walking the dog.

SECTION IV: EXCEPTIONS

The following shall be exempt from the requirements of these Regulations:

- a) A service dog that has been individually trained to provide assistance to an individual living with a disability. The tasks performed by the dog must be directly related to the person's disability, and/or
- b) A dog assisting law enforcement officers.

SECTION V: ENFORCEMENT

These Regulations are enforceable by the Animal Control Officer, and/or the Chester Police Department.

SECTION VI: PENALTIES

Any person who violates the provisions of these Regulations shall be guilty of a violation and shall be subject to the penalties as provided under New Hampshire law, including, but not limited to a fine not exceeding \$1,000. See RSA 651.2.

SECTION VII: WAIVERS

The Chester Selectboard and Spring Hill Farm Advisory Committee jointly reserve the right, for cause shown, to make special exceptions and/or waive any portion of the Regulations.

SECTION VIII: SEVERABILITY

If any provision of these Regulations is held to be invalid, other provisions and sections shall not be affected, and to this end, the provisions and sections hereof are declared to be severable.

SECTION IX: ADOPTION

These Regulations shall take effect immediately upon adoption of the Selectboard and Spring Hill Farm Advisory Committee.

Approved by the Selectboard this _____ day of _____, 2023:

SELECTBOARD, CHESTER, NH

Chuck Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman

Approved by the Spring Hill Farm Advisory Committee this ____ day of _____, 2023.

SPRING HILL FARM ADVISORY COMMITTEE

Beth Sautter, Chair

Kim Rairdon, Member at Large

Cindy LeBlanc, Agriculture

Mark Desiderio, Recreation

Kristina Snyder, Conservation

Joe Biedrzycki, Member at Large



Town of Chester

Selectboard

84 Chester Street

Chester, NH 03036

Phone: (603) 887-3636 x114

E-mail: ChesterBOS@ChesterNH.org

2.2

Charles F. Myette, Chairman, '25

Steven M. Couture, Vice-Chairman, '24

Stephen O. Landau, '24

Dana Theokas, '26

Richard S. Trask, '26

October 19th, 2023

Commissioner Lindsey M. Stepp
Department of Revenue Administration
Governor Hugh Gallen State Office Park
109 Pleasant Street
Concord, NH 03301

Dear Commissioner Stepp:

The Town of Chester is requesting approval for an emergency over-expenditure under RSA 32:11, Paragraph II, in the amount of \$203,937.40, to offset the costs expended for the emergency repair of a washed-out roadway occasioned by the upstream collapse of a beaver dam caused by this year's excessive rainfall.

As you are aware, this Spring and Summer's unprecedented amount of rainfall has caused bridge and road collapses almost everywhere in New England, and Chester has been no exception. At approximately 3:00am on the morning of Wednesday, July 26th, 2023, a beaver dam situated on Long Pond, which is on private property approximately one-quarter mile upstream of Lane Road, gave way and the resulting rush of water and debris destroyed a ~12' – 15' section of Lane Road, sending its existing 36" culvert and all of the associated road materials downstream and leaving a deep gully.

As this collapsed roadway met the definition of an insufficiency per NH RSA 231:90, II (a): *It is not passable in any safe manner by those persons or vehicles permitted on such sidewalk or highway by state law or by any more stringent local ordinance or regulation*, proper danger signals were immediately put in place and a plan was developed to repair the road with all reasonable dispatch. The contractor's work included, among other things, dewatering, removal of debris, replacement of culvert and headwalls, building and paving the road, the installation and leveling of the shoulder gravel, and the installation of guardrails on the downstream side. Other necessary work included permits, potentially hazardous material removal, and inspection and engineering fees. The road remained closed to through traffic until repairs were complete on Friday, August 18th, 2023.

We have identified two accounts from which \$30,900 of the necessary funds can be drawn:

Offsite Improvement Fees:	\$ 8,171
Highway Impact Fees:	\$ 22,729

This will leave a balance of \$173,037.40. We are, therefore, requesting authorization to recover the excess costs of emergency expenditures for the necessary repair of Lane Road from the Unassigned Fund Balance in the amount of \$173,038. As of our FY22 audit, the Unassigned Fund Balance

contained approximately \$2.5m. Utilizing these funds would still leave our Fund Balance Retention percentage at over 11%, well within the DRA-recommended 5% - 17%. No additional taxes will be raised, and there will be no impact to the Town's tax rate.

Your consideration is appreciated.

Regards,

TOWN OF CHESTER

Charles F. Myette, Chair

Steven M. Couture, Vice-Chair

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman

Attachments: Emergency Expenditure Revenue Source Form
Synopsis of work done
Copies of Invoices
Copy of Public Hearing Notice

32:11 EMERGENCY EXPENDITURE REVENUE SOURCE FORM **(continued)**

Town: _____ Chester, New Hampshire _____ FY: 23/24 _____ Date: 13-OCT-23 _____

ACCT.#	SOURCE OF REVENUE	REVENUE FROM MS-4	UPDATED ESTIMATE
MISCELLANEOUS REVENUES			
3501	Sale of Municipal Property	\$ 52,000	\$ -
3502	Interest on Investments	\$ 100,000	\$ 75,000
3503-3509	Other	\$ 64,482	\$ 62,382
INTERFUND OPERATING TRANSFERS IN			
3912	From Special Revenue Funds	\$ 38,000	\$ 38,000
3913	From Capital Projects Funds	\$ -	\$ 1,033,900
3914	From Enterprise Funds	\$ -	\$ -
	Sewer - (Offset)	\$ -	\$ -
	Water - (Offset)	\$ -	\$ -
	Electric - (Offset)	\$ -	\$ -
	Airport - (Offset)	\$ -	\$ -
3915	From Capital Reserve Funds	\$ 1,033,900	\$ -
3916	From Trust & Fiduciary Funds	\$ -	\$ 305,000
3917	From Conservation Funds	\$ -	\$ -
OTHER FINANCING SOURCES			
3934	Proc. from Long Term Bonds & Notes	\$ -	\$ -
	Unreserved Fund Balance Used as Revenue	\$ -	\$ -
	TOTAL REVENUE	\$ 3,169,181	\$ 3,370,081
	TOTAL INCREASE IN REVENUE		
Total Voted Appropriations From Annual & Any Special Meeting(s): Increase in Expenditures Requested Under RSA 32:11:			
<p align="center">***FOR DRA USE ONLY***</p> <div> <div> Unreserved Fund Balance = \$ Amount previously used for tax rate or emergency = \$ Remaining balance = \$ 5% amount = 10% amount = </div> <div> No Means No? MBA? Hearing Date: Reviewed by: _____ Date: _____ Approved by: _____ Date: _____ Denied Because: </div> </div>			

Town of Chester, New Hampshire
Emergency Repair Costs from Lane Road Washout of July 26, 2023

Vendor	Date	Invoice Number	Work Performed	Amount
Bolduc Tree Service	7/31/2023	2759	Removed fallen trees and washed out asphalt, concrete, and steel culvert from Lane Road washout	\$ 6,625.00
Gale Associates, Inc.	8/7/2023	2307267	Pre-repair Engineering work - site visits, permitting, plans, reports	\$ 3,880.00
Busby Construction Co, Inc.	9/12/2023	123-043-1	Lane Road culvert and roadwork repair after washout	\$ 183,920.00
Gale Associates, Inc.	9/13/2023	2308387	Site visits, field reports	\$ 512.40
Busby Construction Co., Inc.	9/28/2023	123-043-2	Guardrail installation	\$ 9,000.00
Total				\$ 203,937.40

Bolduc Tree Service

116 Tavern Road
Fremont, NH 03044

Invoice

Date
7/31/2023

Invoice #
002759

Bill To

Town of Chester
84 Chester Street
Chester, NH 03036

P.O. No.

Terms

Project

Quantity	Description	Rate	Amount
2.5	07/27: Limbed up large oak tree hanging over road in wires. Hourly rate with bucket truck and crew.	350.00	875.00
10	07/28: Took down multiple dead, dying and washed out trees from beaver dam collapse on Lane Rd. Removed all concrete and steel culverts that got washed into woods and put them to road's edge. Full clean up and removal. Hourly rate with crane and crew.	575.00	5,750.00

APPROVAL FOR PAYMENT

DEPT. HEAD. KP

FINANCE DIR. JS

SELECTMAN.

ACCT. CHARGED 01-1260-0-1260.27

AMT. PAID \$6,625

Lane Road assistance

Total

\$6,625.00

Invoice

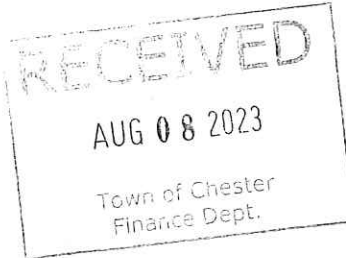
Gale Associates, Inc.
300 Ledgewood Place, Suite 300
Rockland, MA 02370
Phone: (781) 335-6465 Fax: (781) 335-6467

SINCE 1964

GALE**We've Moved!**

Our new mailing address is:
Gale Associates, Inc.
300 Ledgewood Place, Suite 300
Rockland, MA 02370

James Piper, Highway Superintendent
Town of Chester
P.O. Box 217
Chester, NH 03036



August 07, 2023

Project No:

718340

Invoice No:

2307267

Project 718340 Chester, NH - Highway Department

Provide civil related on-call assistance to the Chester Highway Department.

Professional Services from July 02, 2023 to August 04, 2023

Phase 01 On-Call Engineering Services

Professional Personnel

		Hours	Rate	Amount
Senior Project Manager				
Bourcier, Scott	7/27/2023	3.00	210.00	630.00
Site visit to Lane Road culvert failure				
Bourcier, Scott	7/28/2023	1.00	210.00	210.00
QA/QC and filing of NHDES - Emergency Authorization Form				
Bourcier, Scott	7/31/2023	1.00	210.00	210.00
Lane Road Culvert shop drawing submittal review				
Bourcier, Scott	8/1/2023	3.00	210.00	630.00
Lane Road site visit				
Bourcier, Scott	8/3/2023	8.00	210.00	1,680.00
Site visit and field report				
Staff Designer				
Lanza, Andrew	7/28/2023	4.00	130.00	520.00
Lane Road Emergency Authorization Request Form				
Totals		20.00		3,880.00
Total Labor				3,880.00
			Total this Phase	\$3,880.00
			Total this Invoice	\$3,880.00

APPROVAL FOR PAYMENTDEPT. HEAD JPFINANCE DIR 01-1260-0-1260.27 JS

SELECTMAN _____

ACCNT. CHARGED 01-1260-0-1260.27AMT. PAID \$3,880.00LANE RD WASHOUT

Project	718340	Chester, NH - Highway Department	Invoice	2307267
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Billing Backup

Monday, August 7, 2023

Gale Associates, Inc.

Invoice 2307267 Dated 8/7/2023

11:18:36 AM

Project	718340	Chester, NH - Highway Department		
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Phase	01	On-Call Engineering Services		
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Professional Personnel

				Hours	Rate	Amount	
	Senior Project Manager						
2260	110 - 60 - Bourcier, Scott	7/27/2023		3.00	210.00	630.00	
	Site visit to Lane Road culvert failure						
2260	110 - 60 - Bourcier, Scott	7/28/2023		1.00	210.00	210.00	
	QA/QC and filing of NHDES - Emergency Authorization Form						
2260	340 - 60 - Bourcier, Scott	7/31/2023		1.00	210.00	210.00	
	Lane Road Culvert shop drawing submittal review						
2260	110 - 60 - Bourcier, Scott	8/1/2023		3.00	210.00	630.00	
	Lane Road site visit						
2260	110 - 60 - Bourcier, Scott	8/3/2023		8.00	210.00	1,680.00	
	Site visit and field report						
	Staff Designer						
2254	160 - 450 - Lanza, Andrew	7/28/2023		4.00	130.00	520.00	
	Lane Road Emergency Authorization Request Form						
	Totals			20.00		3,880.00	
	Total Labor						3,880.00
	Total this Phase						\$3,880.00
	Total this Project						\$3,880.00
	Total this Report						\$3,880.00



Busby Construction Co., Inc.

71 Route 111
Atkinson, NH 03811
P: (603) 898-4800
F: (603) 898-4808

**Invoice**

Invoice No.: 123-043-1
Date: 9/12/2023

SEP 15 2023

Billed To: Town of Chester
Attn: James Piper
84 Chester Street
Chester, NH 03036

Project Desc.: Emergency Washout Repair
Lane Road
Chester, NH 03036

BCC Project #: 123043

Date	Description	Quantity	Unit	Price	Amount
	Complete Lane Road Culvert and Roadway Repair after washout, per Proposal dated August 1, 2023		I.s.		\$183,920.00

APPROVAL FOR PAYMENT

DEPT. HEAD _____

FINANCE DIR. JS

SELECTMAN _____

ACCNT. CHARGED 01-1260-0-1260.27

AMT. PAID 183,920

Lane Rd repair ✓

Non-Taxable:	\$183,920.00
Taxable:	\$0.00
Sales Tax:	\$0.00
Retainage:	\$0.00
Amount Due:	\$183,920.00



BUSBY CONSTRUCTION CO., INC

71 Route 111
ATKINSON, NH 03811
(603) 898-4800
FAX (603) 898-4808

08/01/23

Lane Road Culvert & Roadway Repair Estimated Budget Cost

Scope of Work:

Secure Dig Safe
Mobilization
Coordination Meeting with Engineer
Erect Jersey Barrier & Barrels
Install Temporary Cofferdam
Install Temporary By Pass Water Pumping System
Install Temporary De-watering System
Install Erosion Control BMP's Measures
Grub & Dispose Stumps
Load & Dispose Existing Pipe
Pull & Dispose of Pavement within disturbed slope areas
Excavate Roadway and install excavation within disturbed slopes to reconstruct roadway
Prep New Culvert Bed Bottom, use crushed stone coarse if more than 12" deep
Install 36" Headwalls, 2 EA
Install Rip Rap Plunge Pool
Install Rip Rap Apron
Install 36" HDPE Culvert Pipe, approx. 170 LF
Remove Temporary Cofferdam
Remove Temporary By Pass Water Pumping System
Remove Temporary De-watering System
Common Borrow Fill, approx. 1275 CY, slope and roadway fill up to subgrade
Install 12" Crushed Stone Coarse, below paved areas and shoulder
Install 12" Crushed Stone Fine, below paved areas and shoulder
Reclaim Existing Road, 425 Lane Road to 442 Lane Road
Fine Grade Roadway
Bituminous Concrete Binder-2.5", approx. 160 Tons
Install Shoulder Gravel
Install Erosion Control Matting on slopes
Demobilization

Busby Construction's estimated budget to complete the above Scope of Work is **\$204,708.00** and is contingent with the following:

Exclusion: Bonds, Permits, Inspection & Engineering Fees, Ledge, Boulders, Contaminated/Hazardous Material, Unsuitable Material, Soil Testing, Cleanup of Downstream Erosion

Special Provisions

- 1) This Proposal and Scope of Work is strictly for budgetary purposes only. Busby Construction will perform the Work on a time and materials basis. All labor, equipment, material and subcontractor cost will be billed at cost and a 10% overhead margin added.
- 2) The Proposal is for work from toe of slope to toe of slope on the roadway. It DOES NOT include any clean-up or restoration of the downstream area impacted by the washout, beyond the outlet headwall.

Invoice

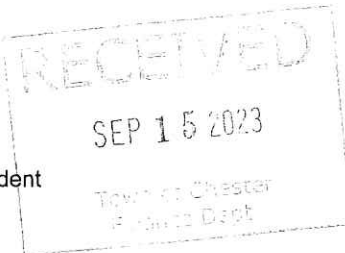
Gale Associates, Inc.
300 Ledgewood Place, Suite 300
Rockland, MA 02370
Phone: (781) 335-6465 Fax: (781) 335-6467

GALE

We've Moved

Our new mailing address is:

Gale Associates, Inc.
300 Ledgewood Place, Suite 300
Rockland, MA 02370



September 13, 2023

Project No: 718340

Invoice No: 2308387

James Piper, Highway Superintendent
Town of Chester
P.O. Box 217
Chester, NH 03036

Project 718340 Chester, NH - Highway Department

Provide civil related on-call assistance to the Chester Highway Department.

Professional Services from July 30, 2023 to September 02, 2023

Phase 01 On-Call Engineering Services

Professional Personnel

		Hours	Rate	Amount	
Senior Project Manager					
Bourcier, Scott	8/14/2023	5.50	210.00	1,155.00	
3.50 Hours - site meeting with Highway Supervisor re: Carkin Street Drainage Improvements and Cost Estimate			\$735		
0.50 Hour - site visit re: Lane Road post-construction photographs					
0.75 Hour - prepare field report of Lane Road Culvert Replacement findings.					
0.75 Hour - prepare and submit NHDES - EA post-construction photos of Lane Road Culvert Replacement.					
Bourcier, Scott	8/22/2023	4.00	210.00	840.00	X
Dump Road - preparing performance specification details					
Bourcier, Scott	8/22/2023	4.00	210.00	840.00	X
Dump Road - site meeting with Highway Superintendent, BOS Representative, and Contractor. Site investigation.					
Bourcier, Scott	8/23/2023	6.00	210.00	1,260.00	X
Dump Road - finalizing performance specification details and preparing field report/minutes of site meeting					
Bourcier, Scott	8/24/2023	6.00	210.00	1,260.00	
Carkin Road-Donna Street: EOPCC for shim, overlay, and drainage improvements					
Senior Staff Designer					
Quirion, Danny	8/22/2023	1.50	140.00	210.00	X
Dump Road Details					
Quirion, Danny	8/23/2023	1.00	140.00	140.00	X
Dump Road Detail					
Totals		28.00		5,705.00	
Total Labor					5,705.00

Reimbursable Expenses

Mileage		121.20	
Total Reimbursables		121.20	121.20

Project	718340	Chester, NH - Highway Department	Invoice	2308387
0030552	8/22/2023	Bourcier, Scott / Site visit / Site visit / <i>(LANE)</i> 58.00 miles @ 0.60	34.80	
Total Reimbursables			121.20	121.20
			Total this Phase	\$5,826.20
			Total this Project	\$5,826.20
			Total this Report	\$5,826.20

APPROVAL FOR PAYMENT

DEPT. HEAD _____

FINANCE DIR. *JS* _____

SELECTMAN _____

ACCNT. CHARGED _____

AMT. PAID 5826.20 ✓

\$512⁴⁰ Lane Rd 01-1260-0-1260.27

CIP- *Corkin* *Donna* \$2023.80 01-4901-1-4234.00 Engineering ✓

\$3290.00 C(-4312-1-4310.01 ✓

[Signature]

Project	718340	Chester, NH - Highway Department	Invoice	2308387
Total this Phase			\$5,826.20	
Total this Invoice			\$5,826.20	

\$2023.00 Cartin
Donna

\$ 542.40 LANE R

\$ 3290.00 DUMP

[Handwritten signature]

Billing Backup

Wednesday, September 13, 2023

Gale Associates, Inc.

Invoice 2308387 Dated 9/13/2023

11:13:32 AM

Project	718340	Chester, NH - Highway Department
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Phase	01	On-Call Engineering Services
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Professional Personnel

			Hours	Rate	Amount
Senior Project Manager					
2260	110 - 60 - Bourcier, Scott	8/14/2023	5.50	210.00	1,155.00
	3.50 Hours - site meeting with Highway Supervisor re: Carkin Street Drainage Improvements and Cost Estimate				= \$735
	0.50 Hour - site visit re: Lane Road post-construction photographs				
	0.75 Hour - prepare field report of Lane Road Culvert Replacement findings.				
	0.75 Hour - prepare and submit NHDES - EA post-construction photos of Lane Road Culvert Replacement.				= \$420 + \$92.40 = \$512.40
2260	380 - 60 - Bourcier, Scott	8/22/2023	4.00	210.00	840.00
	Dump Road - preparing performance specification details				
2260	110 - 60 - Bourcier, Scott	8/22/2023	4.00	210.00	840.00
	Dump Road - site meeting with Highway Superintendent, BOS Representative, and Contractor. Site investigation.				
2260	380 - 60 - Bourcier, Scott	8/23/2023	6.00	210.00	1,260.00
	Dump Road - finalizing performance specification details and preparing field report/minutes of site meeting				\$4550
2260	370 - 60 - Bourcier, Scott	8/24/2023	6.00	210.00	1,260.00
	Carkin Road-Donna Street: EOPCC for shim, overlay, and drainage improvements				
Senior Staff Designer					
2206	810 - 440 - Quirion, Danny	8/22/2023	1.50	140.00	210.00
	Dump Road Details				
2206	810 - 440 - Quirion, Danny	8/23/2023	1.00	140.00	140.00
	Dump Road Detail				
	Totals		28.00		5,705.00
	Total Labor				
					5,705.00

Reimbursable Expenses

Mileage

0030323	8/1/2023	Bourcier, Scott / Lane Road site visit / Lane Road site visit / 48.00 miles @ 0.60	28.80	-
0030323	8/3/2023	Bourcier, Scott / Lane Road site visit / Lane Road site visit / 48.00 miles @ 0.60	28.80	-
0030424	8/14/2023	Bourcier, Scott / Carkins Road site visit / Carkins Road site visit / 48.00 miles @ 0.60	28.80	

Busby Construction Co., Inc.

71 Route 111
Atkinson, NH 03811
P: (603) 898-4800
F: (603) 898-4808

**Invoice**

Invoice No.: 123-043-2

Date: 9/28/2023

Billed To: Town of Chester
Attn: James Piper
84 Chester Street
Chester, NH 03036

Project Desc.: Install Guardrail
Lane Road
Chester, NH 03036

BCC Project #: 123043

Date	Description	Quantity	Unit	Price	Amount
	Install new guardrail with Type G end wraps on Lane Road		I.s.		\$9,000.00

Non-Taxable:	\$9,000.00
Taxable:	\$0.00
Sales Tax:	\$0.00
Retainage:	\$0.00
Amount Due:	\$9,000.00



Town of Chester Public Hearing Notice

The Selectboard will be holding a Public Hearing in accordance with NH RSA 32:11 *Emergency Expenditures and Overexpenditures* on Thursday, November 2nd, 2023 at 6:00pm at the Chester Municipal Offices, 84 Chester Street, Chester, New Hampshire, in the Meeting Room (Room No. 4) for the purpose of requesting approval for an emergency over-expenditure of the 2023 Operating Budget in the amount of \$203,938. These funds are for unanticipated expenses due to the washout of Lane Road in July 2023. The source of the revenue would come from the unassigned fund balance which is currently \$2,556,675.

By
Steven M. Couture, Vice-Chairman
Chester Selectboard

Posted: October 20th, 2023

AGREEMENT BETWEEN
TOWN OF CHESTER, NH & REMI-SONS, INC.

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2023 by and between the Town of Chester, New Hampshire, a municipal corporation with a mailing address of 84 Chester Street, Chester, NH 03036 (hereinafter referred to as the "Town") and Remi-Sons, Inc., a New Hampshire corporation with a mailing address of PO Box 178, Chester, NH 03036 (hereinafter referred to as "Remi-Sons"), collectively referred to herein as the "Parties".

RECITALS

- A. Town Dump Road (hereinafter the "Road") is a Town-owned public way of approximately 1.43 miles, approximately 0.22 miles of which is paved. See Attachment A.
- B. The Town and Remi-Sons each have facilities situated approximately 1,100 feet into the unpaved portion of the Road – the Town a Salt Shed, and Remi-Sons a Composting Facility.
- C. Inclement weather often makes it difficult for the Town's and Remi-Sons' vehicles to traverse that 1,100 feet of unpaved road.
- D. Remi-Sons filed a petition with the Selectboard to change the status of the 1,100 foot section of the Road from a Class VI to a Class V road.
- E. If the Selectboard approves the petition to change the status, approximately 1,100 feet of the Road, from the end of the current paved portion to just past the entrance to the Town's Salt Shed, will be improved in order to allow for easier access to their facilities for both Parties and for the General Public.
- F. Now therefore, in consideration of the mutual premises contained herein, the Parties hereto agree as follows.

ARTICLE I. Premises

- 1.1 Condition. This Agreement is conditioned upon the Selectboard changing the status of the approximately 1,100 foot section of the Road from a Class VI to a Class V road.
- 1.2 Description. The Town grants the authority to Remi-Sons to perform work on the Road. The Town agrees to pay for the materials for said work as stated in Attachment B, upon all of the terms and conditions as set forth in this Agreement.

ARTICLE II. Term

2.1 Term. The Term of this Agreement shall commence after the Selectboard changes the status of the Road and terminates when Remi-Sons has completed its work on the Road to the Town's satisfaction.

ARTICLE III. Use

3.1 Status of Road. The Road is currently a Class VI public way which all members of the Public and both parties may use for viatic purposes. This Agreement does not change this status and is conditioned upon the Selectboard changing the Road status from a Class VI to a Class V road.

ARTICLE IV. Work to be Performed

4.1 Details.

Remi-Sons shall coordinate with Town's Supervisor of Roads (hereinafter referred to as "Supervisor") prior to any start of work and will continue to coordinate with him during the entire process.

The road shall be built utilizing the Typical Roadway Section Detail and Pavement Tie-In Detail documents prepared by Gale Associates, Inc. and appended to the end of this Agreement as Attachment C.

4.2 Manner of Work. All alterations and/or improvements by Remi-Sons shall be performed in a good and workmanlike manner and in compliance with applicable codes and ordinances and all other provisions of law. Remi-Sons shall obtain, at Town's sole cost and expense, any permits required by any law, code, and regulation and shall have the right to make application for such permit in the name of the Town. Remi-Sons warrants that any such alterations or improvements will not weaken or impair the property or substantially lessen its value.

ARTICLE V. Cost Sharing

5.1 Town's Obligations

The Town shall pay the cost of all materials necessary to perform this work; see Attachment B.

5.2 Remi-Sons's Obligations

Remi-Sons shall provide all equipment and labor necessary to prepare for paving by Continental Paving, Inc. at no cost to the Town.

ARTICLE VI. Insurance and Indemnification

6.1 Insurance. Remi-Sons shall, at its sole cost and expense, keep in force throughout all

Terms of this Agreement insurance policies and coverages of at least the kind and minimum amounts indicated in Attachment C including general liability insurance with contractual liability coverage applicable to the indemnification obligations in this Agreement to protect the Town and Remi-Sons and their authorized agents, representatives, employees and volunteers of and from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees, including but not limited to any and all claims for personal injury and/or death, workers' compensation and property damages, including loss of personal property, which may in any way, either directly or indirectly, arise from or out of Remi-Sons' work on or related to Remi-Sons' work on the Road. Such policies shall also provide that the Town is an additional insured.

Remi-Sons shall provide to the Town Certificates of Coverage for all coverages no later than the effective date of the Agreement, which coverages shall include endorsements that coverage, whether in whole or in part, provided by the policies shall not be reduced or canceled without thirty (30) days advance written notice given to the Town, unless for cancellation for non-payment of premium or other event for which coverage may be terminated on 10 days' notice to the policyholder, in which case no less than 10 days' advance written notice shall be given to the Town.

All contractors and subcontractors, as agents of Remi-Sons providing services to or on behalf of Remi-Sons at or on the Road, are subject to the same insurance requirements as Remi-Sons.

6.2 Notice. Remi-Sons agrees to notify the Town in writing as soon as practicable of any claim, demand or action arising out of an occurrence for which coverage under a required insurance policy has been sought.

6.3 Indemnification. To the fullest extent permitted by law, Remi-Sons shall protect, indemnify, save, defend and hold harmless the Town, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorneys' fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of Remi-Sons or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified parties.

Remi-Sons' obligation to indemnify as provided herein shall survive the termination or expiration of this Agreement and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

ARTICLE VII. Default and Termination

7.1 Default. The occurrence of any of the following shall constitute a default by either party:

- A. Abandonment of the Road paving project;
- B. Failure to make any payment due hereunder; or
- C. A breach of or the failure to perform any other provision of this Agreement, whether it be a condition or a covenant, if the breach or the failure to perform is not cured within thirty (30) days after written notice has been given to either party. If the default cannot reasonably be cured within thirty (30) days, the offending party shall not be in default of this Agreement, if they commence to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default until such default is cured.

7.2 Remedies. In the event of default by either party, the remedy shall be notice and, upon failure to cure, termination of the Agreement. No remedy herein or otherwise conferred upon or reserved to either Party shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

7.3 Termination/Surrender. In the event either Party fails to cure a default and/or the Parties elect not to pursue dispute resolution proceedings, the Agreement shall terminate without further notice. Within no more than ten (10) days after the effective date of termination of this Agreement, by default, lapse of time or otherwise, Remi-Sons shall return the Road in as good condition as when Remi-Sons took possession, including all Remi-Sons' improvements and alterations, reasonable wear and use excepted, failing which the Town may restore the Road to such condition and Remi-Sons shall pay the reasonable cost thereof, which obligation shall survive the expiration or other termination of this Agreement.

ARTICLE XIII. Dispute Resolution.

8.1 Dispute Resolution. Any controversy arising out of or relating to this Agreement may be settled first by voluntary non-binding mediation, and in the event mediation is unsuccessful, by voluntary binding arbitration or by legal proceedings in a New Hampshire court of competent jurisdiction. The place of arbitration shall be in Chester, New Hampshire.

ARTICLE IX. Notice

9.1. Any and all notices, demands, or communications required to be given hereunder shall be in writing and sent by first class mail, or hand-delivered, with an additional copy by e-mail as follows:

To Remi-Sons:
Jonathan Remillard
Remi-Sons, Inc.
PO Box 178

To the Town:
Selectboard
Chester Town Hall
84 Chester Street

Chester, NH 03036
jremisons3@gmail.com

Chester, NH 03636
BOS@ChesterNH.org

Either party may notify the other party of changes in names and addresses.

ARTICLE X. Miscellaneous

10.1 Binding Effect. Except as otherwise provided herein, all of the covenants, agreements, obligations, conditions and undertakings herein contained shall extend to, inure to the benefit of, and be binding upon the legal representatives, successors and assigns of the Town and Remi-Sons, the same as if they were in every case specifically named.

10.2 Governing Law. This Agreement shall be governed by the laws of the State of New Hampshire.

10.3 Singular and Plural. Whenever reasonably required by the context of this Agreement, the singular shall include the plural.

10.4 Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

10.5 Representations and Warranties; Authorization. Remi-Sons represents and warrants to the Town that (i) Remi-Sons is a legal entity duly organized, validly existing and in good standing under the laws of the State of New Hampshire; (ii) all corporate action necessary to authorize the execution of this Agreement has been taken by Remi-Sons' ownership or equivalent; and (iii) the party executing and delivering this Agreement on behalf of Remi-Sons has been authorized to do so, and such execution and delivery shall bind Remi-Sons. Remi-Sons, at the Town's request, shall provide the Town with evidence of the foregoing authority.

The Town represents and warrants to Remi-Sons that (i) the Town is a New Hampshire municipal corporation, duly organized, validly existing and in good standing under the laws of the State of New Hampshire; (ii) the persons who on behalf of the Town are executing this agreement are duly authorized to so bind the Town; and (iii) the Town, at Remi-Sons's request, shall provide Remi-Sons with evidence of such authority.

10.6 Counterparts. This Agreement may be executed in counterparts, with electronic signatures, and a .pdf or other electronic copy of a signature page shall be considered the same as an original.

Dated this ____ day of _____, 2023.

TOWN OF CHESTER

Witness

By: _____
Charles F. Myette
Chairman, Selectboard

Witness

By: _____
Steven M. Couture
Vice-Chairman, Selectboard

Witness

By: _____
Stephen O. Landau
Selectman

Witness

By: _____
Dana Theokas
Selectwoman

Witness

By: _____
Richard S. Trask
Selectman

Remi-Sons, INC.

Witness

By: _____
Jonathan Remillard
Treasurer

Witness

By: _____
Bryan Remillard
President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named CHARLES F. MYETTE, who acknowledged himself to be SELECTBOARD CHAIRMAN, a duly authorized representative of the Town of Chester, and affirmed that he executed the foregoing instrument for the purposes therein contained on behalf of the Town of Chester.

Before me,

Notary Public

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named STEVEN M. COUTURE, who acknowledged himself to be SELECTBOARD VICE-CHAIRMAN, a duly authorized representative of the Town of Chester, and affirmed that he executed the foregoing instrument for the purposes therein contained on behalf of the Town of Chester.

Before me,

Notary Public

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named STEPHEN O, LANDAU, who acknowledged himself to be SELECTMAN, a duly authorized representative of the Town of Chester, and affirmed that he executed the foregoing instrument for the purposes therein contained on behalf of the Town of Chester.

Before me,

Notary Public

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named DANA THEOKAS, who acknowledged herself to be SELECTWOMAN, a duly authorized representative of the Town of Chester, and affirmed that she executed the foregoing instrument for the purposes therein contained on behalf of the Town of Chester.

Before me,

Notary Public

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named RICHARD S. TRASK, who acknowledged himself to be SELECTMAN, a duly authorized representative of the Town of Chester, and affirmed that he executed the foregoing instrument for the purposes therein contained on behalf of the Town of Chester.

Before me,

Notary Public

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named JONATHAN REMILLARD, who acknowledged himself to be Treasurer and a duly authorized representative of Remi-Sons, Inc., and affirmed that he executed the foregoing instrument for the purposes therein contained on behalf of Remi-Sons, Inc.

Before me,

Notary Public/Justice of the Peace

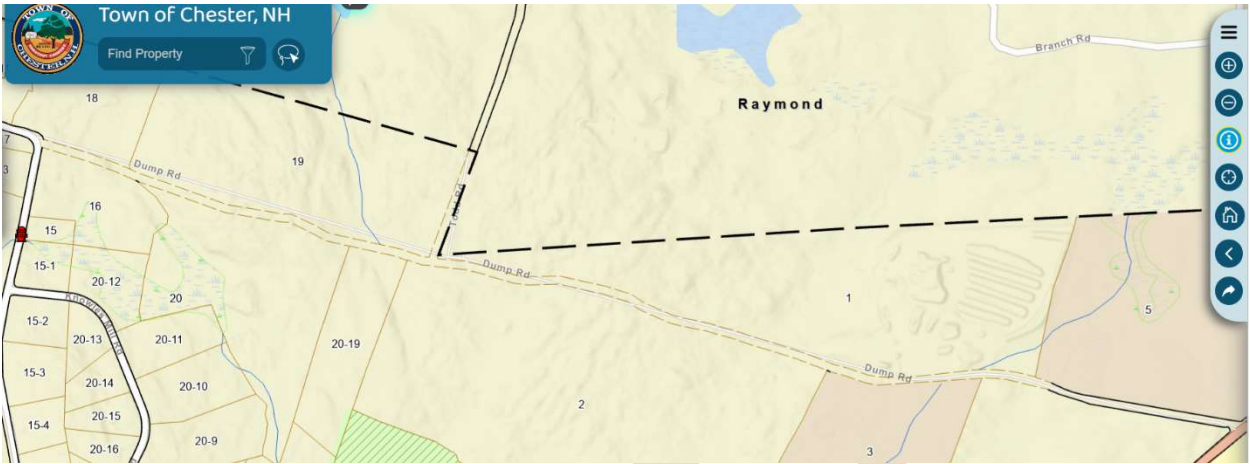
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS

On this the ____ day of _____, 2023, personally appeared the above-named BRYAN K. REMILLARD, who acknowledged himself to be President and a duly authorized representative of Remi-Sons, Inc., and affirmed that he executed the foregoing instrument for the purposes therein contained on behalf of Remi-Sons, Inc..

Before me,

Notary Public/Justice of the Peace

ATTACHMENT A



ATTACHMENT B

Continental Paving, Inc.

One Continental Drive
Londonderry, NH 03053
USA

Phone: (603) 437-5387
Fax: (603) 437-5393

To:	TOWN OF CHESTER - C/O Remi-Sons Inc.	Contact:	Jonathan Remillard
Address:	PO Box 178 CHESTER, NH 03036	Phone:	603-235-3155
		Fax:	
Project Name:	Dump Rd, Town Of Chester	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Crushed Gravel, DELIVERED	3,600.00	TON	\$16.75	\$60,300.00
2	HBP, 3/4" Binder Course (Approximate Tons)	384.00	TON	\$110.00	\$42,240.00
3	HBP, 3/8" Wearing Course (Approximate Tons)	240.00	TON	\$125.00	\$30,000.00
4	Fine Grading	8.00	HR	\$150.00	\$1,200.00
5	Sweeper	3.00	HR	\$150.00	\$450.00

Total Bid Price: \$134,190.00

Notes:

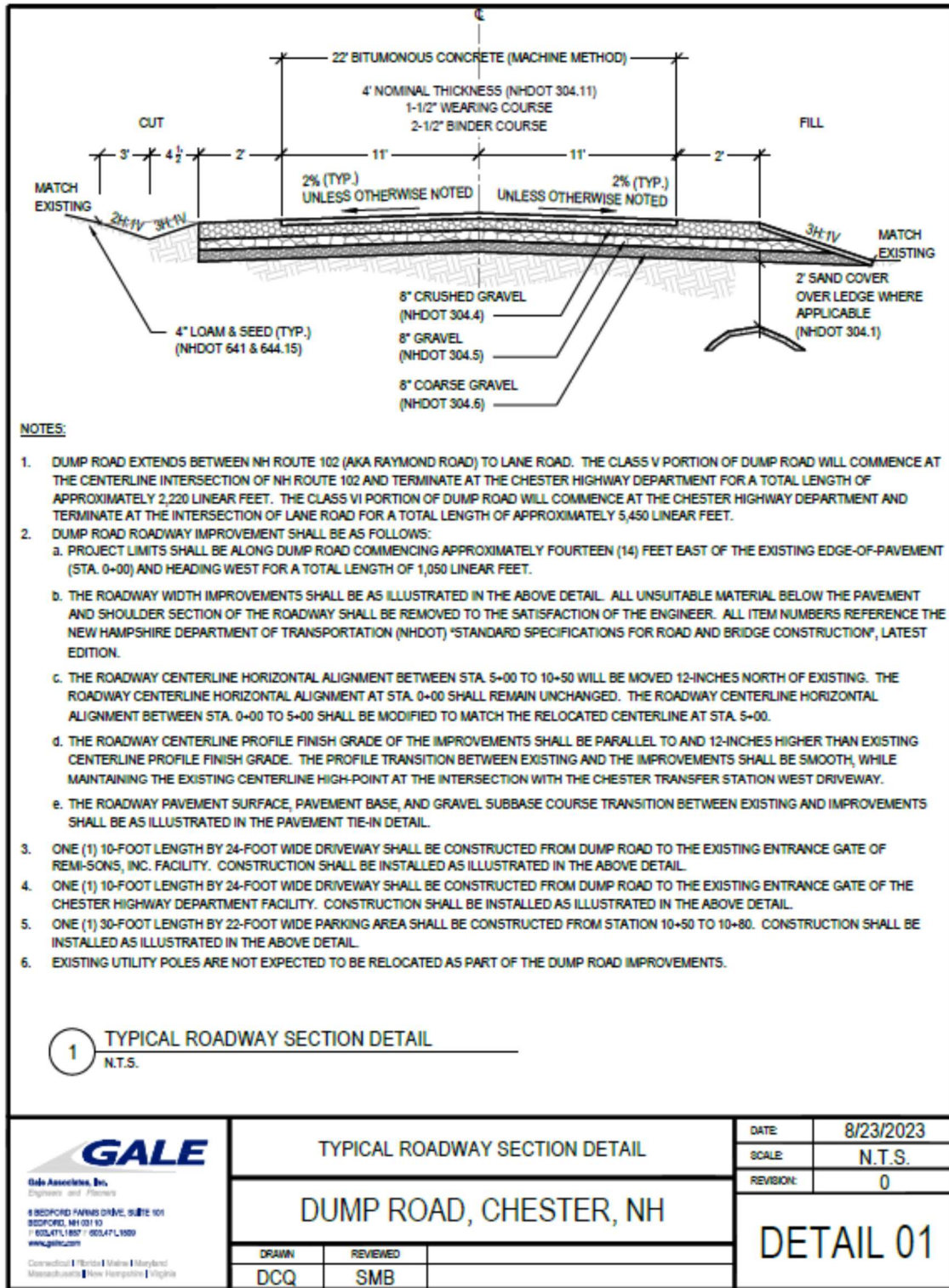
- This Proposal will be made Part of any Agreement Between the Two Parties.
- This Proposal is Based on One Mobilization.
- Excludes any Traffic and or Safety Control.
- Excludes any Temporary or Permanent Striping and or Marking.
- Prices quoted are based on the current cost index of liquid asphalt materials. Prices are subject to increases at any time as they are not guaranteed by the suppliers. The price index used for preparation of this quote is \$660.00 per liquid ton and will be the basis of escalation for this project.
- This Proposal is NOT Based on any Prevailing Wages Rates - none have been included with quote request.
- Unit Pricing Shall Prevail from Quantities Measured in the Field

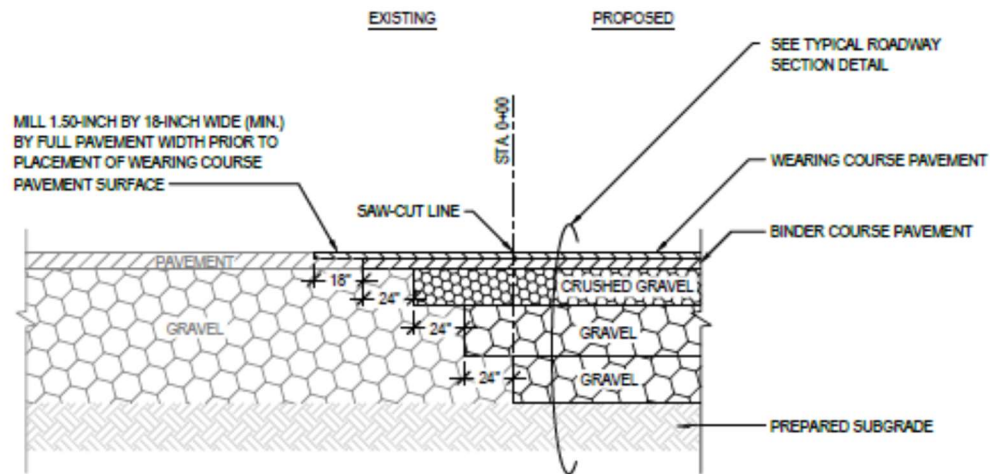
Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Continental Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

ATTACHMENT C





2 PAVEMENT TIE-IN DETAIL
N.T.S.

GALE
Gale Associates, Inc.
Engineers and Planners
6 BEDFORD FARMS DRIVE, SUITE 101
BEDFORD, NH 03110
TEL: 603.471.1807 / FAX: 603.471.1800
www.galeinc.com
Connecticut | Florida | Illinois | Maryland
Massachusetts | New Hampshire | Virginia

PAVEMENT TIE-IN DETAIL

DUMP ROAD, CHESTER, NH

DRAWN
DCQ

REVIEWED
SMB

DATE: 8/23/2023
SCALE: N.T.S.
REVISION: 0

DETAIL 02

ATTACHMENT D

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 07/21/23	
PRODUCER Some Insurance Agency Name 100 Main Street City or Town, NH Zip				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
				INSUREERS AFFORDING COVERAGE		
INSURED Name of Contractor or Vendor 111 Some Street or Drive City or Town, NH Zip				INSURER A: USA INSURANCE COMPANY		
				INSURER B: AMERICAN INSURANCE INCORPORATED		
				INSURER C: NH WORKERS' COMPENSATION INSURANCE CO.		
				INSURER D:		
				INSURER E:		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
IN SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	000P98298-A11 (Example #)	07/01/23	06/30/24	EACH OCCURENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Additional Insured				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/>				GENERAL AGGREGATE	\$2,000,000
	GENERAL AGGREGATE LIMIT				PRODUCTS-COMP/OP AGG	\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	SKLS-029499S (Example #)	07/01/23	06/30/24	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> Additional Insured						
<input type="checkbox"/>						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA	\$
	<input type="checkbox"/>				AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A4145-SS-PJ37 (Example #)	07/01/23	06/30/24	WC	OTH-
					E.L. EACH ACCIDENT	\$100,000
					E.L. DISEASE-EA	\$500,000
					E.L. DISEASE - POLICY	\$100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS TOWN OF CHESTER LISTED AS ADDITIONAL INSURED, WAIVER OF SUBROGATION APPLICABLE TO POLICIES LISTED ABOVE						
CERTIFICATE HOLDER	X	ADDITIONAL INSURED; INSURER LETTER: A & B CANCELLATION				
Town of Chester ATTN: Selectboard 84 Chester Street Chester, NH 03036				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS AUTHORIZED REPRESENTATIVE John Smith, CIC (EXAMPLE)		



United States
of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 118th CONGRESS, FIRST SESSION

Vol. 169

WASHINGTON, WEDNESDAY, OCTOBER 11, 2023

No. 166

House of Representatives

CELEBRATING THE ANNUAL SCARECROW FESTIVITIES OF THE
CHESTER HISTORICAL SOCIETY

HON. CHRIS PAPPAS

OF NEW HAMPSHIRE

IN THE HOUSE OF REPRESENTATIVES

Wednesday, October 11, 2023

I rise today in recognition of the Chester Historical Society's annual scarecrow celebration in Chester, New Hampshire. Each year, as the weather cools and the leaves fall, hundreds of new faces appear in the town of Chester as residents decorate scarecrows in support of the Chester Historical Society. These stylized scarecrows represent everything from pop culture icons to historical figures and local heroes, but together they tell the story of a small town celebrating community and a beloved tradition.

From scarecrows depicting Paul Revere on horseback to a Star Trek-inspired Taylor Swift, each scarecrow is a unique expression of the creativity of Chester residents. For 14 years, this celebration has served as an opportunity for residents to showcase their artistic skills with money raised from the sale of scarecrow kits supporting the efforts by the Historical Society to promote the history of the town and continuous education about local culture. Along Routes 102 and 121, hundreds of scarecrows line the street demonstrating that the Chester Historical Society succeeds in spreading history and happiness across town.

On behalf of my constituents in New Hampshire's First Congressional District, I want to congratulate the Chester Historical Society for preserving this cherished tradition and to commend them on the work they have done to educate town residents on local culture. I look forward to a continued partnership with the town of Chester, and I cannot wait to see the creativity displayed in this year's crop of scarecrows.

Chris Pappas

Member of Congress

TOWN OF CHESTER
Wage Matrix

fy 2023/2024

Steps +2% Grade +10%	STEPS																				
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Labor Grade 01	7.70	8.28	8.44	8.61	8.78	8.96	9.14	9.32	9.51	9.70	9.89	10.09	10.28	10.50	10.71	10.92	11.14	11.36	11.59	11.82	12.05
Labor Grade 02	8.47	9.11	9.29	9.48	9.66	9.85	10.05	10.25	10.46	10.67	10.88	11.11	11.33	11.56	11.79	12.02	12.26	12.50	12.76	13.01	13.27
Labor Grade 03	9.32	10.02	10.22	10.42	10.63	10.84	11.06	11.28	11.50	11.74	11.97	12.21	12.45	12.70	12.96	13.22	13.48	13.76	14.03	14.31	14.60
Labor Grade 04	10.25	11.02	11.24	11.46	11.69	11.93	12.17	12.41	12.66	12.91	13.18	13.44	13.71	13.99	14.27	14.55	14.85	15.14	15.45	15.75	16.07
Labor Grade 05	11.27	12.13	12.37	12.62	12.87	13.12	13.39	13.65	13.92	14.20	14.48	14.78	15.07	15.37	15.68	16.00	16.31	16.64	16.97	17.31	17.66
Labor Grade 06	12.40	13.33	13.60	13.87	14.14	14.43	14.71	15.01	15.31	15.62	15.93	16.25	16.57	16.91	17.25	17.59	17.94	18.30	18.67	19.05	19.42
Labor Grade 07	13.64	14.67	14.96	15.26	15.56	15.88	16.20	16.52	16.85	17.18	17.53	17.88	18.24	18.60	18.97	19.35	19.74	20.14	20.54	20.95	21.37
Labor Grade 08	15.00	16.14	16.47	16.79	17.13	17.48	17.83	18.18	18.55	18.92	19.30	19.69	20.08	20.48	20.89	21.31	21.74	22.17	22.61	23.06	23.52
Labor Grade 09	16.50	17.76	18.12	18.48	18.85	19.22	19.61	20.00	20.40	20.81	21.23	21.65	22.08	22.53	22.98	23.44	23.91	24.39	24.87	25.37	25.87
Labor Grade 10	18.15	19.54	19.93	20.33	20.74	21.15	21.57	22.00	22.44	22.89	23.36	23.82	24.29	24.78	25.27	25.78	26.29	26.82	27.35	27.90	28.46
Labor Grade 11	19.97	21.50	21.93	22.37	22.82	23.27	23.74	24.21	24.69	25.19	25.69	26.21	26.73	27.27	27.82	28.37	28.94	29.52	30.11	30.71	31.32
Labor Grade 12	21.97	23.64	24.11	24.60	25.09	25.60	26.11	26.64	27.17	27.72	28.28	28.85	29.42	30.01	30.61	31.22	31.84	32.48	33.14	33.80	34.47
Labor Grade 13	24.17	26.01	26.52	27.05	27.58	28.13	28.70	29.28	29.87	30.47	31.08	31.70	32.33	32.97	33.63	34.30	34.99	35.69	36.41	37.13	37.88
Labor Grade 14	26.59	28.60	29.17	29.75	30.35	30.96	31.58	32.21	32.85	33.50	34.18	34.86	35.56	36.27	37.00	37.73	38.49	39.26	40.05	40.85	41.67
Labor Grade 15	29.25	31.46	32.10	32.74	33.39	34.06	34.75	35.44	36.14	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35	43.20	44.06	44.95	45.84
Labor Grade 16	32.18	34.61	35.30	36.01	36.72	37.46	38.21	38.97	39.75	40.55	41.36	42.19	43.03	43.90	44.77	45.66	46.58	47.51	48.46	49.43	50.42
Labor Grade 17	35.40	38.07	38.83	39.60	40.39	41.20	42.02	42.86	43.73	44.60	45.49	46.41	47.33	48.28	49.25	50.24	51.25	52.27	53.31	54.37	55.45
Labor Grade 18	38.94	41.88	42.72	43.57	44.44	45.34	46.24	47.17	48.11	49.08	50.06	51.06	52.08	53.12	54.18	55.26	56.37	57.49	58.64	59.82	61.02
Labor Grade 19	42.83	46.06	46.99	47.92	48.88	49.86	50.86	51.88	52.92	53.98	55.06	56.17	57.29	58.44	59.61	60.79	62.01	63.26	64.52	65.81	67.13
Labor Grade 20	47.11	50.67	51.68	52.71	53.76	54.83	55.93	57.04	58.18	59.34	60.53	61.74	62.97	64.23	65.52	66.83	68.17	69.53	70.92	72.34	73.79
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

2.00% step 2.00% steps 11-20
10.00% grade
3.00% CPI '23

**Town of Chester
Selectboard’s Meeting
Thursday, October 5, 2023
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)
Solar Working Group RFP
Stevens Hall Chairs: Karl Knudsen
Review Property Repurchase Procedure
Acceptance of Gift to Conservation Commission
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
Dick Trask
Dana Theokas
Stephen Landau (via Zoom)

Town Administrator Debra Doda

Members of the Public Present at various times:

Jon Baker
Ted Broadwater, Solar Working Group Member
Victor Chouinard, Conservation Commission Member
Patrick Connelly, Solar Working Group Member
Karl Knudsen
Darrell Quinn

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 added Department Plans and an Intent to Cut to the agenda.

Public Comment

Chairman Myette opened the meeting to public comment at 6:02pm.

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

II. Appointments

2.1 Solar Working Group RFP

Vice Chairman Couture thanked the group for working diligently and identifying three properties in Town for a solar array. The RFP the working group worked on is much better than the last one that was sent out.

Mr. Connelly mentioned the group looked at properties that create the most revenue for the town. Chairman Myette mentioned some of the downfalls from the last Town Meeting. Mr. Connelly advised the group will be addressing the residents’ concerns when they interview the different companies.

The school roof is not part of this RFP because they are looking at replacing their roof. Once that is done solar may be an option for the school.

Selectman Trask asked how much of the Salt Shed property would be needed for a solar array. Mr. Broadwater advised two acres would be clear cut for the project. Selectman Trask is worried about the environmental impact of cutting trees.

Selectman Landau feels a closer look at other properties in town is needed. Mr. Broadwater mentioned the group had multiple companies look at all the town owned properties and give their assessment for each parcel.

One item will be added to the RFP for the companies to explain how the proposed contract will affect current and future third-party electricity supply agreements.

Selectwoman Theokas motioned to release the RFP as amended. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– abstained, Theokas – aye, Couture – aye, Landau – abstained. With three in favor, the motion passed with Landau and Trask abstaining.

2.2 Stevens Hall Chairs: Karl Knudsen

Mr. Knudsen and Mr. Baker presented a picture of the chairs the Christ Covenant Church would like to donate for use in the 2nd floor auditorium at Stevens Hall. The church meets at Stevens Hall every Sunday and the chairs from the last donation are showing their wear. The new chairs have better rubber footings so the floors will not be damaged.

Vice Chairman Couture motioned to accept the donation of chairs for Stevens Hall in the amount of \$5,500.00. Selectman Trask 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.

III. New Business

3.1 Review Property Repurchase Procedure (moved to later in the meeting)

3.2 Acceptance of Gift to Conservation Commission (moved from later in the meeting)

Mr. Chouinard is asking for the Board to accept a cash gift in the amount of \$46,500.00 for an ecological study in the North Woods. The donor who is working with Mr. Chouinard would like to remain anonymous. The Conservation Commission has agreed to accept the gift. \$20,000 has been received thus far with the remaining \$26,500 to be transferred at a later date.

Selectman Trask inquired if all the properties are under conservation easement. Mr. Chouinard answered yes, all the properties in the North Woods are under conservation easements.

Vice Chairman Couture motioned to accept the donation of \$46,500.00 for the Natural Resource Inventory in the North Woods. Selectwoman Theokas 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.

3.1 Review Property Repurchase Procedure (moved from earlier in the meeting)

Chairman Myette mentioned this document was already sent to the Town Counsel for review. Town Administrator Doda mentioned Town Counsel did make some minor changes to some of the wording on the document.

Selectman Trask motioned to accept the Property Repurchase Procedure. 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.

3.2 Acceptance of Gift to Conservation Commission (moved to earlier in the meeting)

3.3 Department Plans

Chairman Myette mentioned the department heads are working on department plans. This will help the Board understand where the departments are and where they are going. Things for department heads to think about are leadership, organization, and CIP. Departments are thinking three to five years out for the plans. Fire, Highway, Maintenance, and Police will have more information than some of the other departments.

Vice Chairman Couture mentioned the Board has seen the Police Department plan and it is very impressive. Chief Berube was very detailed, and the information provided is valuable for the budget.

Town Administrator Doda mentioned all but one plan has been received and everyone is utilizing the same template. They should be ready for the Selectboard meeting of October 19th.

Selectwoman Theokas mentioned the department heads have put a lot of thought into the plans.

IV Consent Agenda

4.1 Abatements

4.2 Minutes September 7, 2023 & September 21, 2023

4.3 Intent to Cut

Vice Chairman Couture motioned to approve the consent agenda. Selectman Trask 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.

V. Selectmen’s Business

5.1 Chairman’s Announcements

Chairman Myette announced the following meetings:

Tuesday October 10, 2023	Conservation Commission Meeting at 6:00pm
Wednesday October 11, 2023	Planning Board Meeting at 7:00pm
Monday October 16, 2023	Spring Hill Farm Advisory Committee Meeting at 7:00pm
Tuesday October 17, 2023	ZBA Meeting at 7:00pm
Thursday October 19, 2023	Selectboard Meeting at 6:00pm

Chairman Myette announced the following events:

Friday October 6, 2023	LAST day to Register to vote or change your party affiliation before Primary Elections. Room #6 from 7pm to 8p. If you're registered as an Independent, you can choose your ballot during the Primary - you don't have to register as another party now
Saturday October 7, 2023	Blood Drive at the Fire Department from 9-2. Appointments are needed. Sign up online.
Monday October 9, 2023	Town Offices will be closed in observance of Columbus Day
Saturday October 21, 2023	Household Hazardous Waste day in Atkinson

Selectman Trask asked why Household Hazardous Waste Day is being held in Atkinson. Town Administrator Doda explained that in the spring it is always held in Plaistow, and the other towns rotate in the fall. The Towns participating are Atkinson, Chester, Danville, Hampstead, Kingston, and Plaistow.

5.2 Roundtable

Selectman Landau asked if he should purchase candy for Halloween. Usually, a member of the Selectboard will sit in front of the municipal building and pass out candy and open the MPR for people to utilize the restrooms.

Selectman Trask motioned to approve the expenditure of up to \$200.00 for Halloween candy. Vice Chairman Couture seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –nay, Couture –aye, Landau – aye. With four in favor, the motion passed.

Selectman Trask attended the Fall Fest at Spring Hill Farm. He mentioned there were hundreds of people and he was really impressed. Chairman Myette thanked everyone on behalf of the committee.

Selectwoman Theokas mentioned there was a strong volunteer support for the event. Chairman Myette is hopeful that the house will be open for next year’s event.

Selectwoman Theokas mentioned Block 5 changed the phone tree for the municipal building.

Vice Chairman Couture
Nothing to report.

Chairman Myette mentioned the Conservation Commission will be doing some clean up at Wason Pond.

Chairman Myette inquired about the grant for the Wason Pond bridge. Town Administrator Doda mentioned there are no updates on the grant. The grant is a 50% matching reimbursement grant, and a warrant article will be needed.

5.3 Town Administrator’s Report

Town Administrator Doda mentioned with everyone driving around looking at scarecrows, the Historical Society is paying for a porta potty near the shed by Stevens Hall.

A donation needs to be accepted from the Rand family on behalf of the Fire Association, and it is unknown the market value of the donation currently. The Trustees of the Trust Funds will be managing these funds, once received.

Selectman Trask motioned to approve accept the donation from the Rand Trust at the current market value. 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.

Fremont Bridge is open. The repairs were done in six weeks.

There is a lease agreement that needs to be signed for the Highway Department to rent a tractor. They have purchased the mower for the sides of the roads and need a suitable tractor to attach it to. The rental agreement has been approved by Town Counsel.

Selectman Trask motioned to allow Chairman Myette and Mr. Piper, Supervisor of the Roads, to sign the tractor lease agreement. 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.

5.4 Action Items

None

5.5 Non-Public Session(s)

Chairman Myette announced non-public sessions on Legal.

Selectman Trask motioned to go into non-public session pursuant to 91-A:3(II) (c) reputation and (e) pending litigation. 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 7:45 PM.

Vice Chairman Couture motioned to come out of non-public session. Selectman Trask 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 7:56 PM.

Vice Chairman Couture motioned to seal the minutes of the non-public sessions, on Reputation and Pending Litigation. Selectman Trask 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 Trask 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 8:00 PM.

Respectfully submitted,

Janis A. Jalbert
Recording Secretary

**Town of Chester
Selectboard’s Meeting
Thursday, October 19, 2023
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)
Rockingham Tower Update
Wason Pond Wrangler 2024
Highway Department Update
Town Clerk/ Tax Collector Clerk Candidate
Lane Road Repairs Funding
Transfer Station Plow Bids
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 6:00pm.

1.2 Roll Call

Selectboard Present:

Steven M. Couture
Richard S. Trask
Dana Theokas
Stephen O. Landau

Selectboard Absent:

Charles F. Myette

Town Administrator Debra H. Doda

Members of the Public Present at various times:

Justine Celentano, Town Clerk / Tax Collector
Jessica Hatch

Melanie Parker
James Piper, Supervisor of Roads
Andrew Wickson

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 Chairman’s Additions or Deletions

Vice Chairman Couture deleted 2.3 Dogs at Spring Hill Farm and Dump Road Discussion and added 2.5 Meet the TC/TX Clerk candidate and 3.2 Transfer Station bids.

Public Comment

Vice Chairman Couture opened the meeting to public comment at 6:02pm.

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

II. Appointments

2.1 Rockingham Tower Update

Town Administrator Doda pointed out Chief Berube (not present) came to the Board on August 17th to discuss radio coverage in Chester Academy. The updates with the tower in Candia are still in process and will hopefully be done by early November. A motion was made at the August meeting to allow Rockingham County Sheriff’s Department sixty (60) days to complete the upgrade in Candia. After sixty (60) days, the Chief was authorized to move forward with a proposal of \$2,370.00 for engineering services at Chester Academy. TA Doda stated that it would be fiscally imprudent to expend the funds now as the upgrades were incomplete.

Selectman Landau stated that he had made the motion because he was concerned with the safety of the children. With the new information Selectman Landau is willing to amend the motion.

Selectman Landau motioned to allow Rockingham County Sheriff’s Department an extension of sixty (60) days to complete the upgrade in Candia. Selectman Trask seconded the motion. A roll call vote was taken Myette – absent, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With four in favor, the motion passed with Myette absent.

Selectwoman Theokas pointed out in the email from Chief Berube that service has already improved.

2.2 Wason Pond Wrangler 2024

Ms. Hatch announced they survived the first annual Wason Pond Wrangler and are looking for the Board’s blessing and support for the Wason Pond Wrangler in 2024.

A slide show was shown that highlighted the statistics, the recipients of the \$14K raised for charity, sponsors, and town partners from 2023. Ms. Hatch mentioned what is in store for the next wrangler.

Ms. Hatch will be going to a meeting with the Wason Pond Commission to ask for approval to keep the barn for storage.

Selectman Trask motioned to allow the Wason Pond Wrangler to hold the event on May 11th, 2024, and to continue to utilize the barn for storage subject to Wason Pond Commission approval. Selectman Landau seconded the motion. A roll call vote was taken Myette – absent, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With four in favor, the motion passed with Myette absent.

Vice Chairman Couture thanked Ms. Hatch and Mr. Wickson for continuing the annual event.

2.3 Dogs at Spring Hill Farm (deleted from the meeting)

2.4 Highway Department Update

SOR Piper mentioned the hooped building has been installed. Town Administrator Doda will let Finance Officer Duffy (not present) know so it can be insured.

SOR Piper updated the Board on the new truck that will hopefully be delivered before Thanksgiving.

The Fremont Road Bridge deck was completed and because of some issues that arose once it was opened up, it went over budget.

SOR Piper pointed out roadside mowing was delayed. The rental mower was in an accident while in use by another customer, and was unavailable. The Highway Department has purchased a roadside mower, and the town has contracted with a local farmer to utilize their tractor.

At the end of the month, Busby will be in town grading the dirt roads.

2.5 Town Clerk/ Tax Collector Clerk Candidate

Vice Chairman Couture thanked Ms. Parker for coming in to meet the Board.

Ms. Parker stated she saw the ad and the job interested her. She has helped with her husband’s business and now that it has slowed, she has time on her hands to pursue something outside of her home.

Selectman Landau pointed out Ms. Parker cannot run for the Town Clerk/Tax Collector position as she is not a resident in town. Although there is not a contract for the position, there is an extensive amount of Town-paid training, and Selectman Landau inquired if she would be willing to stay for a couple of years. Ms. Parker understands and is willing to give the town two years.

Selectwoman Theokas questioned how she would adapt to working for someone vs working for herself. Ms. Parker has worked for other companies in the past.

Selectman Landau mentioned the Town Clerk’s office has confidential information and there are concerns with information getting out. Ms. Celentano mentioned there is a training module that will cover this.

Selectwoman Theokas motioned to go into non-public session pursuant to 91-A:3(II) (b) employment. Selectman Landau seconded the motion. A roll call vote was taken Myette – absent, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With four in favor, the motion passed with Myette absent.

The meeting was closed to the public at 6:48 PM.

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

The meeting was reopened to the public at 7:03 PM.

III. New Business

3.1 Lane Road Repairs Funding

Town Administrator Doda presented the documents for the Lane Road expenditures. She feels it may be too early for DRA to approve use of the Unassigned Fund Balance. Selectman Trask feels this letter is putting them on notice that we may overspend our budget and there might need to be a freeze at the end of the fiscal year. If it is denied now, it can always be resubmitted.

Selectwoman Theokas motioned to move forward with a public hearing on November 2nd, 2023, for the Lane Road emergency expenditures. Selectman Landau seconded the motion. A roll call vote was taken Myette – absent, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With four in favor, the motion passed with Myette absent.

Selectman Trask inquired if a public hearing for Dump Road and Dogs at Spring Hill Farm should be held on November 2nd as well. It was decided to hold all three at the November 2nd Selectboard meeting.

3.2 Transfer Station Plow Bids

Vice Chairman Couture presented the one bid for the plowing at the Transfer Station. Selectman Trask inquired if it should be open longer for more bids to come in. The bid is \$442.00 over the budgeted amount.

Selectwoman Theokas motioned to accept the bid of \$7,700.00 for the snow plowing at the Transfer Station. A roll call vote was taken Myette – absent, Trask– aye, Theokas –aye, Couture –aye, Landau – aye. With four in favor, the motion passed with Myette absent.

IV Consent Agenda

4.1 Intent to Cut

4.2 Current Use Penalties and Warrant

Selectman Trask motioned to approve the consent agenda. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – absent, Trask– aye, Theokas –aye, Couture –aye, Landau – abstained. With three in favor, the motion passed with Landau abstaining and Myette absent.

V. Selectmen’s Business

5.1 Chairman’s Announcements

Vice Chairman Couture announced the following meetings:

Wednesday October 25, 2023 Planning Board Meeting at 7:00pm

Wednesday November 1, 2023 Planning Board Meeting at 7:00pm
School Board Meeting 6:00pm

Thursday November 2, 2023 Selectboard Meeting at 6:00pm

Vice Chairman Couture announced the following events:

Saturday October 21, 2023 Household Hazardous Waste day in Atkinson from 9am to 12pm. It will be located at Woodlock Park across from the tennis courts (where the Brush & Recycling Center is located).

Saturday October 28, 2023 Drug Take Back Day from 10am to 2pm at the Transfer Station.

Selectman Landau asked for the agenda items on the Planning Board’s meetings to be mentioned during the announcements. It was mentioned that the Planning Board’s agenda may not be available in time for the Selectboard meetings.

Selectwoman Theokas mentioned the playoff brackets have been released for Chester Academy soccer. The Boys soccer round 1 playoff game is at Derryfield tomorrow at 3:30pm and the girls quarter finals will be on Monday October 23rd at 3:30pm at Chester Academy.

5.2 Roundtable

Selectwoman Theokas mentioned the Conservation Commission was recognized for their work in town by the NH Cooperative Extension.

Selectman Landau suggested selling the charger and batteries for the old scrubber now that the new one is in. With the donation of new chairs at Stevens Hall, perhaps there is another building that might be able to utilize the old chairs. Selectman Trask suggested asking some of the nonprofits in town if they want them.

Selectman Landau has been discussing crushing systems for cans and glass at the Transfer Station with Maintenance Director Cavanaugh (not present). Without crushing cans, we are mainly shipping air and the tipping fees are expensive. Vice Chairman Couture suggested putting together a

presentation with costs and savings for Board. Selectwoman Theokas thought this would be a great item for the department’s strategic plan.

Selectman Trask:
Nothing to report.

Vice Chairman Couture
Nothing to report.

5.3 Town Administrator’s Report

Per a discussion at the previous Selectboard meeting, the Christ Covenant Church was asked if they would be interested in managing a Christmas tree and decorations for the center of town, but were unable to assist; they would, however, like to host a Carol Sing. Selectman Landau mentioned he might have a pine tree. He would need help picking the tree. Once it was selected, he would need assistance with cutting and delivering to the center of town. The decorations are in the municipal building.

Vice Chairman Couture mentioned the Town Fair Committee is down to two volunteers. He suggested we ask for volunteers. Town Administrator Doda will ask Recreation Director Reishus (not present) what the timeline is.

The repairs to the cannons have been completed by Don Brown. They look amazing.

5.4 Action Items

Vice Chairman Couture mentioned there is a request to process payroll early due to holidays. The Board agreed it would be ok to process payroll early on November 9th and November 23rd.

Selectman Landau stated he would be sitting in front of the municipal building passing out candy on Halloween.

5.5 Non-Public Session(s)

Vice Chairman Couture announced a non-public session on reputation.

Selectman Landau motioned to go into non-public session pursuant to 91-A:3(II) (c) reputation. Selectman Trask 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 7:33 PM.

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

The meeting was reopened to the public at 7:45 PM.

Selectman Landau motioned to seal the minutes of the first non-public session, on Employment. Selectman Trask seconded the motion. A roll call vote was taken Myette – absent, Trask– aye,

Theokas –aye, Couture –aye, Landau – aye. With four in favor, the motion passed with Myette absent.

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

VI. Adjournment

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

The meeting was adjourned at 7:50 PM.

Respectfully submitted,

Janis A. Jalbert
Recording Secretary

Town Administrator's Report
October 14th – 27th, 2023

6.3

1. Christmas: Selectman Couture is currently looking for a Christmas tree – SoR Piper will get a price to have it installed. The CCC is willing to hold a Carol Sing and the School request to participate has been forwarded to them.
2. BOS: I did get some questions, so confirmed with Counsel – the terms “Selectman”, “Selectwoman”, “Selectperson”, “Board of Selectmen”, and “Selectboard” are all considered to be interchangeable and there is no issue using one rather than another.
3. DRA: They disallowed a small amount - \$2,863 – from our March warrant due to the fact that the anticipated amount in the Article for the Highway Block Grant was smaller than expected. DRA has recommended a rewording of the Article for the future in order to ensure that we don't rely on an exact figure from DOT.
4. Grants: No update on the finalization of the Wason Pond Causeway Bridge grant as of yet. AmpliFund has marked it as “approved”, but we still need to hear from the State.
5. Halloween: Parking will not be available at Busche Academy this year. The Town Clerk's office will be open from 9am to 4pm rather than their usual Tuesday hours of 10am to 6pm.
6. Highway: Rumour has it that the State will be providing additional Road and Bridge Aid again this year; no figures as of yet.

The Hooped Building has been added to the Town's insurance policy.

7. Maintenance: The old floor scrubber, battery charger, and spare batteries have been posted on Municibid and bids have already been received. The auction is live through November 10th.
8. Police: The Nalox Boxes are on site; last decision made was to install one at Town Hall and to check with Kandy to see if she wanted one at the Library.
9. Tax Rate: DRA has set our preliminary tax rate at \$23.60, which is 10.28% higher than last year's rate of \$21.40:

	Current	Proposed	Change
Municipal	\$ 6.56	\$ 7.12	8.54%
County	\$ 0.87	\$ 0.89	2.30%
Local Education	\$ 12.59	\$ 13.79	9.53%
State Education	\$ 1.38	\$ 1.80	30.43%
Totals	\$ 21.40	\$ 23.60	10.28%

At your 2pm meeting on Monday, October 30th, you have the option of utilizing part of the Unassigned Fund Balance (which is currently \$3,206,675, or 15.56%) to adjust the Municipal portion. Using \$400k of the UFB would bring the Municipal portion down to \$6.58, almost identical to last year, but would still leave the new tax rate at \$23.06. Unfortunately we cannot control or adjust the County, State Education, or Local Education (School) portions. It would take \$1.6m to bring the overall tax rate down to \$21.44, but that would leave our UFB at an unacceptably low ~8%.

In addition, DRA needs to approve the tax rate once it's set by you.

- 10.** Town Clerk: the new part-time Assistant Town Clerk begins work today (Monday, October 30th). She is set up with an email and door code.
- 11.** Transfer Station: We've stopped taking "outside items" now that Winter is coming. Paul and Stacy will both be attending the NRRA Annual Meeting on November 1st.
- 12.** Veterans' Day: There is no indication that any group in Town is planning any sort of Veterans' Day service. The American Legion will be hosting a breakfast – free to Veterans, donations from others welcomed.