



Town of Chester
Board of Selectmen
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

BOARD OF SELECTMEN MEETING AGENDA

Date of Meeting: May 18th, 2023 @ 6:00 PM – Meeting Room
Broadcast on Channel 20 and streamed on [Government \(cablecast.tv\)](http://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. APPOINTMENTS

- 2.1 Solar Working Group
- 2.2 Recreation Commission Appointment: Sandra Wright
- 2.3 Reappointments
 - 2.3.1 Wason Pond: Sandra Wright, Chris Hadik, Darrell Quinn, John Dalrymple
 - 2.3.2 Spring Hill Farm Advisory Committee: Beth Sautter, Colin Costine
 - 2.3.3 Conservation Commission: Deb Munson, Rick Sibley
 - 2.3.4 Planning Board: Michael Weider
- 2.4 Introduction of Dan King – potential Highway Department employee
- 2.5 Garabedians

III. BUSINESS:

- 3.1 Post Office Lease Renewal
- 3.2 Constellation Energy Contract Renewal
- 3.3 Animals on Wason Pond During Wrangler – May 20th, 2023

IV. CONSENT AGENDA:

- 4.1 Hanson & Shepard Home Road Engineering Contracts
- 4.2 Intent to Cut: Liberty Woods
- 4.3 Minutes: May 4th, 2023

V. SELECTMEN'S ITEMS:

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

VI. **ADJOURNMENT:**

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Solar Working Group

Ann Podlipny – will be in attendance

Brent Richardson (should be able to attend, however it is his brother's 60th birthday and there is a party)

Chris Harper (not available May 18th)

Ginette Duchaine – will be in attendance

Maria Veale – will be in attendance

Michelle Rowden – will be in attendance

Patrick Connelly

Saul Shriber

Ted Broadwater

Steve Couture BOS



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A. Solar Workgroup mission, goals, and objectives.

Solar Workgroup	
Mission: To assess and recommend solar power options to offset municipal electrical costs and provide revenue to the Town.	
Goal:	Present the Selectboard (BOS) with Workgroup findings and recommendations no later than January 18 th , 2024*.
Objective 1: Site Location Assessment	
Action:	Identify town owned property suitable for solar power. Selected property(ies) should support a solar array without undue financial or long-term use impacts to the municipal budget or services.
Objective 2: Solicit proposals for Solar Arrays	
Action:	Solicit proposals for solar arrays on properties identified in Objective 1. Analyze and recommend the best solar ownership model and site(s).
Objective 3: Outreach on Workgroup Findings and Recommendations	
Action:	Develop materials and present draft recommendations and findings to groups, boards, committees, and general public.
Action:	Present final Workgroup findings and recommendations to BOS

****Note: The workgroup may make a determination to recommend or not recommend a solar array. Therefore, completing each objective is based on that determination by the workgroup.***

B. Administrative items of note (per Selectboard Rules of Procedure).

- The Group shall appoint its own chair.
- No request to the Town Administrator shall be made without a majority vote of the members of the Group. Requests for staff support shall be made to the Town Administrator. If there is a disagreement between the Group and the Town Administrator on use of Town resources, the Board of Selectmen shall resolve the matter.
- Posting of meetings and minutes of Working Group meetings shall be recorded in accordance with RSA 91-A, the NH Right to Know Law.

LETTER OF INTENT

THIS LETTER OF INTENT ("Agreement") is entered into effective the 15th day of November 2021 ("Effective Date"), by and between ReVision Energy Inc. ("ReVision"), a Maine corporation with offices in Brentwood, New Hampshire, and the Town of Chester ("Chester"), a New Hampshire municipality located in Rockingham County, NH (collectively as the "Parties", or, singly, as a "Party").

RECITALS

WHEREAS the Town of Chester issued a competitive Request for Proposals (RFP) in September 2021 seeking proposals for the development of a solar array at its 50 Dump Road landfill site ("Site") through long term lease of the land or other mutually agreeable arrangement.

WHEREAS ReVision is a professional renewable energy system design, development, engineering, procurement and construction (D-EPC or Design Build Firm) company that delivered a proposal dated October 14, 2021 ("Proposal") in response to the Chester RFP to develop and install a solar array ("System") at the Site, pursuant either to a long-term lease or a direct ownership installation contract to be entered into between Chester and ReVision;

WHEREAS, ReVision has provided professional solar development services since responding to the RFP and presented the Proposal to the Chester Select Board and staff at a Select Board public meeting on November 4, 2021;

WHEREAS the Town of Chester selected ReVision to develop and construct the System and notified ReVision of its selection by letter ("Letter of Selection") dated November 9, 2021 (see Enclosure 1) and requested ReVision prepare this Letter of Intent;

WHEREAS the Town of Chester Select Board plans to incorporate ReVision's lease and/or direct ownership installation proposal in a Warrant Article to be voted on by the Town of Chester's citizens at the 2022 Town Meeting;

WHEREAS, under the conservative assumptions made by ReVision regarding utility rates and Renewable Energy Credits (RECs) stated in the Proposal, ReVision Energy calculates that (a) in the direct ownership scenario, the revenue from the energy generated by the solar array and the associated RECs are expected to offset the annual costs of its turnkey purchase financed with a 20 year bond and will have no impact on the tax rate; and (b) in the lease scenario, the revenue from lease and PILOT payments plus energy rebates would provide positive revenue to Chester without a capital cost;

WHEREAS, the dearth of comparable solar projects on New Hampshire capped landfills under the jurisdiction of the NH Department of Environmental Services (DES) introduces a degree of pricing

uncertainty with respect to site preparation and environmental compliance costs, which can be addressed through upfront development activities prior to contract under this Agreement;

WHEREAS, pursuant to the Letter of Selection, the Parties intend to finalize a definitive professional design, development, engineering, procurement and construction agreement ("D-EPC Contract") setting forth the specific rights, terms and obligations of the Parties relating to the development and purchase of the System. The design, development, and engineering services prior to the actual construction are considered professional services in the full scope of a Design Build Firm;

WHEREAS, as a preliminary step to the entering into of the D-EPC Contract, the Parties wish to set forth their respective commitments to one another in this Agreement;

NOW THEREFORE, based upon the foregoing and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. System. Subject to any modifications the parties may ultimately agree to in the D-EPC Contract and any other definitive agreements, and as may be further modified through the design and permitting processes, the System shall consist of a solar electric generation system, including all necessary component parts, substantially as described in the Proposal.
2. Actions by the Parties: In order to allow for development of the proposed System and subject to this Agreement, the Parties will make commercially reasonable efforts to complete the following development activities:

Activity	Responsible Party	Completion Target After LOI Signing
Allow ReVision access to Site for engineering evaluation of on-site electrical service and potential routes to interconnecting the System to 3-phase power lines	Chester	2 weeks
Complete technical site visit and update System electrical design for utility interconnection	Revision	4 weeks
Provide Landfill Post-closure Reports, Site Plans, etc. for purposes of aiding in System design and engineering; identify any known remediation due to settlement and/or drainage issues necessary to install the System on the Site	Chester	4 weeks

File and pay for interconnection pre-application with Eversource utility to identify potential utility upgrade costs required for System commissioning	ReVision	5 weeks
Hire Environmental Engineer to complete technical Site assessment(s) and develop landfill Site plan and budget based on anticipated permitting requirements	ReVision	6 weeks
Conduct initial Site feasibility meeting with NH DES to review permitting requirements and projected Site plan and budget	ReVision	8 weeks
Determine all local, State, and Federal (if any) permitting requirements and fees including planning board	ReVision and Chester	9 weeks
Present update System design and financial proposal, including projected Site plan and budget, to Chester Select Board for approval in advance of Town Meeting	ReVision	10 weeks
Negotiate legal terms of form D-EPC or Lease Contract	ReVision and Chester	14 weeks
Execute D-EPC or Lease Contract	Chester	March 2022 upon passage of Town Warrant

3. Contract Finalization. The Parties understand that the D-EPC or Lease Agreement is yet to be finalized, and that such negotiations will be conducted in good faith. A condition to the Town of Chester's obligations in this Agreement, D-EPC Contract or Lease Agreement is approval at the March 2022 Annual Town Meeting. ReVision's sole and exclusive remedy for the Town of Chester's inability to obtain approval is the amount in Section 5 of this Agreement.
4. Exclusivity. Except as set forth in Section 5, below, ReVision shall have eighteen months from the execution of this Agreement or as otherwise noted, or such later date as may be mutually agreed in writing by the Parties, to develop the System and to facilitate the finalization of the definitive D-EPC or Lease Contract to be entered into between ReVision and the Town of Chester (the "exclusivity period"). In consideration of the time and resources ReVision is devoting to such efforts, for the duration of the exclusivity period, the Town of Chester shall not enter into or continue any discussions or negotiations with, consider any other offers from, or enter into any other agreement with any other person or entity other than ReVision regarding the development of a distributed generation system serving the Site.
5. Costs and Expenses. In consideration of the development activities performed by ReVision listed in Section 2 of this Agreement, if ReVision presents a 597.6 kW proposal to the Town of Chester at or under budget and the Town of Chester decides not to move forward with the development of the System, the Town of Chester shall notify ReVision immediately. Upon such notification, ReVision shall invoice the Town of Chester for development costs incurred to date,

not to exceed \$25,000, and the Town of Chester agrees to remit payment for such development expenses within 30 days of receipt but not sooner than July 1, 2022. Upon payment of this invoice, the Exclusivity provision set forth in Section 4, above, shall terminate. Otherwise, each Party shall be responsible for covering its own costs and expenses relating to the development of the project and the negotiation of the D-EPC contract, including without limitation, the cost of its own attorneys, consultants, and advisors.

6. Confidentiality. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law. Additionally, to the extent required by RSA 91 -A, the Town shall be permitted to disclose any and all documentation in its possession regarding this Agreement and the System.
7. No Joint Venture. Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between ReVision and the Town of Chester.
8. Indemnification. To the maximum extent permitted by law, ReVision shall, at its sole expense, defend, indemnify and hold harmless Town of Chester, its Boards, officers, agents, employees, and volunteers from any and all claims, demands, actions and causes of action, damages, costs, loss of services, defenses and compensation, including but not limited to any and all claims for negligence, personal injury, death and property damage which may, in any way arise from or out of the services provided by ReVision pursuant to the terms of this Agreement, whether such services be performed by ReVision, or anyone directly or indirectly employed by ReVision or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of this Agreement.

9. Insurance. ReVision shall maintain insurance in an amount sufficient to meet its obligations to the Town of Chester under this Agreement including but not limited to workers' compensation, general liability insurance, and errors and omissions insurance. A certificate of insurance and policy endorsements in a form and amount acceptable to the Town of Chester must be delivered to the Town of Chester prior to this Agreement becoming effective. Prior to the start of any physical on-site work beyond site visits and inspections, ReVision shall name the Town of Chester, its Boards, officer, agents, employees, and volunteers as named insureds in any and all insurance policies required by the terms of this Agreement. ReVision shall not cancel the insurance without 30 days written notice to the Town of Chester.
10. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the nonbreaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.
11. Applicable Law. This Agreement will be governed by the law of the State of New Hampshire without regard to conflicts of law principles.
12. Binding Provisions. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
13. Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
14. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

ReVision Energy Inc.

By: _____

Print Name: _____

Title: _____

Town of Chester

By: Charles Myette

Print Name: Charles Myette

Title: Selectman, Chair



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Town Administrator's Office
84 Chester Street
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Stephen D'Angelo, '23

Charles F. Myette, Vice-Chairman, '22

Steven M. Couture, '24

Stephen O. Landau, '24

November 9th, 2021

Jude Nuru, Ph.D.
ReVision Energy
7 Commercial Drive
Brentwood, NH 03833

Dear Dr. Nuru:

I am pleased to notify you that the Town of Chester, New Hampshire's Board of Selectmen has selected ReVision Energy as the Town's partner to develop and construct a solar array at the 50 Dump Road Landfill site pursuant to the Request for Proposals issued in early September of this year.

We appreciate your responsiveness and flexibility in offering the Town two options for achieving the Town's carbon emissions reduction goals. We look forward to working with you to present the choices to the relevant Town Boards and Commissions over the next few months and to choose the path that best serves the Town's interests.

Upon the Town's determination of a final path, we anticipate formalizing our partnership with ReVision Energy through the drafting and execution of a Contract that will spell out each party's responsibilities and a timeline for development and execution of the project.

Please do not hesitate to contact me should you have questions.

Very truly yours,

TOWN OF CHESTER

A handwritten signature in cursive script, reading "Debra H. Doda".

Debra H Doda

Town Administrator



TOWN OF CHESTER, NEW HAMPSHIRE REQUEST FOR PROPOSALS (RFP)

The Town of Chester, New Hampshire is requesting proposals to lease an area of land owned by the Town for the development of a solar array.

The Town will hold a site walk on Wednesday, September 22rd, 2021, at 10AM. The site walk is optional. Those submitting proposals are encouraged but not required to attend. The site walk will commence at the entrance gate to the site off Dump Road at the Transfer Station.

The Town reserves the right to reject any or all proposals, or accept any proposal determined to be in the best interest of the Town. The Town may cancel this Request for Proposals at any time for any reason.

Proposal should be submitted in a sealed envelope plainly marked "Proposal for the Lease of Town of Chester Property", and addressed as follows:

Board of Selectmen's Office
Solar Array RFP xx-xx-2021
Town of Chester
84 Chester Street
Chester, NH 03036

All proposals must be received no later than Thursday, October 14th, 2021, at 4:00pm (time period may be extended at the discretion of the Board of Selectmen) to be considered. It is the sole responsibility of the responder to have the packet at the designated location prior to the deadline date and time. Telephoned, faxed, or emailed submittals will not be accepted.

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

Contact for questions and/or site inspection requests:

Paul Cavanaugh, Maintenance Director
84 Chester Street
Chester, NH 03036
Telephone: (603)-887-3636 x115
Email: Maintenance@ChesterNH.org

Answers to questions received on or before October 7th, 2021, shall be posted on the Town website's RFP page that can be found at: <https://www.chesternh.org/requests-proposals>. No questions received after October 7th, 2021, will be answered.



Introduction

The Town of Chester, New Hampshire currently has land it is interested in offering for long term lease, or other mutually agreeable arrangement, for the development of a solar array. The area consists of approximately two (2) acres of land off Dump Road and Raymond Road (NH RT 102). The area for lease comes with restrictions as it is a closed landfill. Ideally, there will be minimal impact to land. The area outside of the landfill is actively used by the Town for activities that include composting, outside material storage, recycling, etc. The proposed solar array cannot interfere with these Town operations.

Background

- Area –A portion of Tax Map 13 Lot 5 (see <https://www.chesternh.org/sites/g/files/vyhlif2941/f/uploads/transfer-station-map-1.jpg> and attached site plan). This lot is part of a former landfill that has been capped. The land can be accessed via Dump Rd.
- The Town is offering up this land for a long-term lease opportunity or other mutually agreeable arrangement that makes sense, given the restrictions and location.

Submission Requirements & Evaluation Criteria

Parties interested in this area are encouraged to submit proposals outlining the following;

- A description of the Person or Firm interested in the property.
- A list of any similar projects completed by the Person or Firm interested in the property and the outcome.
- Impact to the land - How will the proposed use impact the property and the adjacent Town operations?
- Proposed length of lease and proposed annual lease payment or other proposed arrangement.
- Other anticipated revenue(s) to the Town, if applicable.
- Anticipated schedule for operating on the site.
- Other pertinent information.

The Town will use the above information to evaluate the proposals and determine which proposals are in the best interest of the Town.

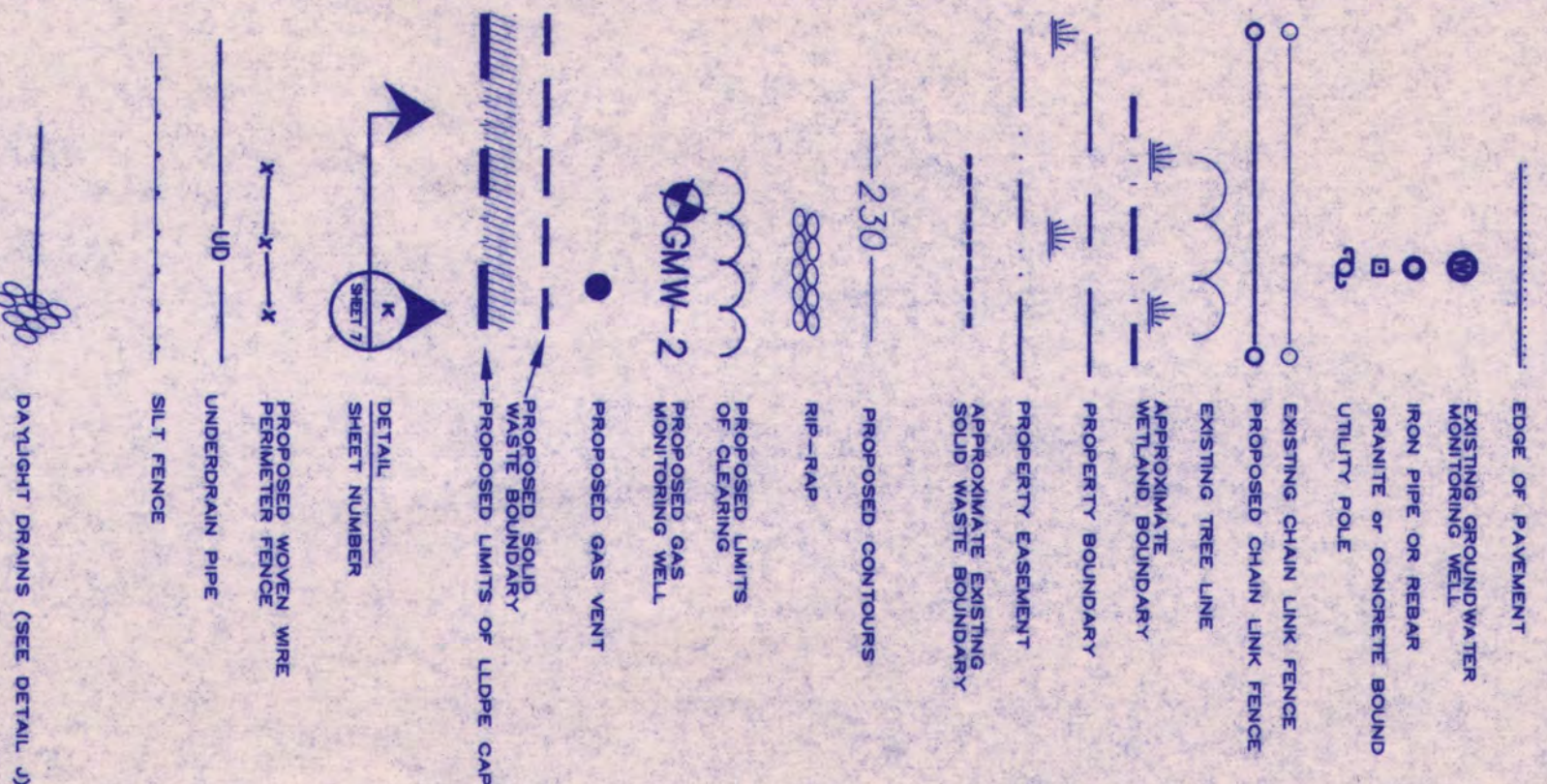
Enclosures

1. Capped landfill site plan
2. Transfer station electrical use data

CONSTRUCTION NOTES

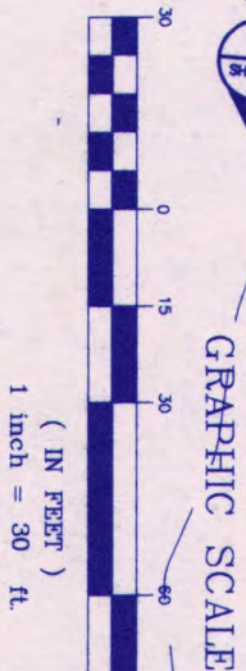
- 1) THE CONTRACTOR SHALL PROTECT ALL MONITORING WELLS. ANY DAMAGED WELLS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. PARTICULAR ATTENTION SHALL BE PAID TOWARD MAINTAINING THE INTEGRITY OF BENTONITE SEALS FOR ALL GROUNDWATER MONITORING WELLS. IF A MONITORING WELL IS DAMAGED OR DESTROYED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE ENGINEER SHALL IMMEDIATELY NOTIFY THE TOWN OF CHESTER. IN THE EVENT THAT A MONITORING WELL IS DAMAGED OR DESTROYED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE ENGINEER SHALL IMMEDIATELY NOTIFY THE TOWN OF CHESTER. IN THE EVENT THAT A MONITORING WELL IS DAMAGED OR DESTROYED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE ENGINEER SHALL IMMEDIATELY NOTIFY THE TOWN OF CHESTER.
- 2) ANY AND ALL TIES ENCOUNTERED AT THE SITE, AT OR BELOW EXISTING GRADE, DURING CONSTRUCTION SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH THE TOWN OF CHESTER SPECIFICATIONS (SECTION 0222) AND DETAIL 1.
- 3) EXCESS SOIL MATERIAL, REALIZED FROM ON-SITE CONSTRUCTION AND AREAS OF CUT SHALL BE USED FOR INTERMEDIATE COVER AND DAILY COVER, OR AS COMMON FILL. ANY SOIL MATERIAL CONTAINING INTERMEDIATE COVER SHALL BE PLACED WITHIN THE EXISTING LANDFILL FOOTPRINT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO TRANSFER STATION AT ALL TIMES DURING CONSTRUCTION.
- 4) PROPOSED SOLID WASTE BOUNDARIES ARE APPROXIMATE AND MAY BE MODIFIED DURING CONSTRUCTION AS APPROVED BY THE ENGINEER.
- 5) CONTRACTOR SHALL STABILIZE ALL DITCHES AND SWALES PRIOR TO DIRECTING SITE DRAINAGE THROUGH THEM.
- 6) REFER TO SHEET 2 OF 7 FOR VERTICAL REFERENCE DATUM.
- 7) CONTRACTOR SHALL PROVIDE A MINIMUM OF 18" OF COMMON FILL AND 6" OF TOPSOIL OVER BURIED STUMPS. THE SLOPES OF STUMPS SHALL BE SEDED IN ACCORDANCE WITH THE CAP SEEDING SPECIFICATION.
- 8) MONITORING WELLS OW-10, OW-11, OW-12B, OW-13, OW-14 THROUGH OW-17 TO BE ABANDONED DURING CONSTRUCTION. ALL OTHER MONITORING WELLS TO BE PRESENTED IN ACCORDANCE WITH NOTE 1 HEREON.
- 9) SLOPES TO BE PRESENTED IN ACCORDANCE WITH NOTE 1 HEREON. EXISTING GRADES SHOWN HEREON. THE FINAL SLOPES SHALL BE DETERMINED BY THE CONTRACTOR. THE MAXIMUM ALLOWABLE SLOPES (H TO 1V) AS WASTE GRADING AND SHARP PROCEEDS, THE CONTRACTOR MAY DECREASE THE SLOPES TO NOT LESS THAN 10 TO 1. THE CONTRACTOR SHALL OBTAIN THE ENGINEER'S APPROVAL PRIOR TO PROCEEDING. UNDER NO CIRCUMSTANCES SHALL SLOPES INCREASE FROM 10 TO 1 TO 20 TO 1.
- 10) REFER TO SHEETS 1, 2, 4, 5, 6, AND 7 FOR ADDITIONAL NOTES.

LEGEND



RECORD DRAWING
AS OF 12/14/98

NOTE:
TO DESIGN REPORT FOR POST CLOSURE GAS MONITORING PLAN
WHICH INCLUDES GAS SAMPLING LOCATIONS.



THESE RECORD DRAWINGS ARE BASED ON THE APPROVED PROJECT DESIGN, CONSIDERED APPROXIMATE. REFER TO THE ATTACHED PLAN OF AS-BUILT CONDITIONS OF THE CHESTER TOWN LANDFILL, WHICH IS BASED ON AN OF RECORD, NEW HAMPSHIRE FOR ACTUAL SURFACE FEATURE LOCATIONS AND ELEVATIONS.

APPROVED FOR CONSTRUCTION AS OF MAY 1, 1997
RELEASED FOR BID AS OF MARCH 3, 1997

CHESTER MUNICIPAL

LANDFILL

GRADING PLAN

CHESTER, NEW HAMPSHIRE

FEBRUARY 1997 SHEET 3 OF 7

NOBIS
ENGINEERING, INC.

ENVIRONMENTAL, GEOTECHNICAL & CIVIL ENGINEERING

DATE	REVISIONS	CHECKED
5/1/97	DESIGNED PER NOTES COMMENTS AND APPROVED	
3/27/97	REVISED PER ADDENDA	
PROJECT No.	48780.01	DRAWING: CIVIL WS DWG

Town Of Chester
Transfer Station Electric Usage

Service Period	Days	kW Used		Year Total kW	Cost
06.14.21 - 07.14.21	30	623			
05.13.21 - 06.14.21	32	653			
04.14.21 - 05.13.21	29	835			
03.15.21 - 04.14.21	30	996			
02.11.20 - 03.15.21	32	1685			
01.14.21 - 02.11.21	28	1493			
12.14.20 - 01.14.21	31	1719			
11.12.20 - 12.14.20	32	1176			
10.14.20 - 11.12.20	29	710			
09.14.20 - 10.14.20	30	588			
08.13.20 - 09.14.20	32	659			
07.15.20 - 08.13.20	29	615	fy '20/'21	11,752	\$ 2,552.69 \$0.22 per KWH
06.12.20 - 07.15.20	33	630			
05.13.20 - 06.12.20	30	554			
04.13.20 - 05.13.20	30	737			
03.12.20 - 04.13.20	32	823			
02.12.20 - 03.12.20	29	937			
01.14.20 - 02.12.20	29	989			
12.12.19 - 01.14.20	33	1277			
11.12.19 - 12.11.19	30	987			
10.15.19 - 11.12.19	28	840			
09.13.19 - 10.15.19	32	654			
08.14.19 - 09.13.19	30	564			
07.15.19 - 08.14.19	30	539	fy '19/'20	9,531	\$ 2,200.59 \$0.23 per KWH
02.12.19 - 03.13.19	29	1221			
01.14.19 - 02.12.19	29	1218			
12.12.18 - 01.14.19	33	1277			



Town of Chester Solar

Preliminary PPA Estimate for Town of Chester-PV-PPA

Preliminary Proposal Date

April 28, 2023

Solar Design Summary

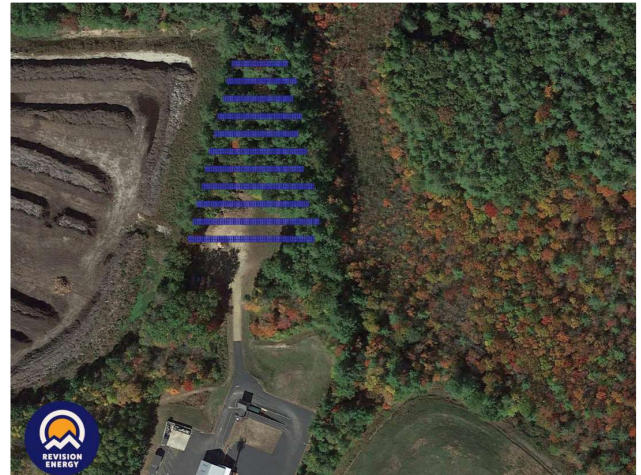
Project Size (DC)	1184 Panels	568.3 kW
Project Size (AC)	9 Inverters	450 kW
Year 1 Generation (kWh)		723,835

PPA Financial Summary

Upfront cost to Town of Chester	\$0.00
Operations & Maintenance (O&M) cost	\$0.00
Year 1 PPA rate (per kWh)	\$0.1200
PPA rate escalator starting year 2	2.0%
PPA term (minimum 5 years)	5-25 years
Year 6 early buyout estimate (optional)	\$1,154,256
Upfront cost financed by investor partner	\$1,832,152

PPA rate offer good for 30 days from date above

Engineer's Rendering



50 Dump Rd (Satellite Data)

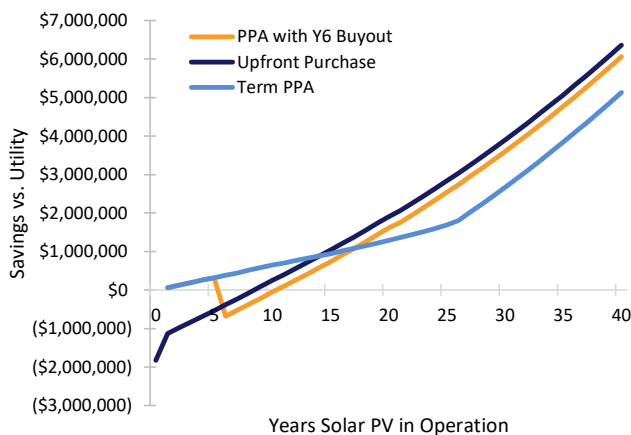
PPA Project Savings/Revenue

Estimated savings years 1-5 under PPA	\$318,000
Year 6 early buyout (optional) less savings	\$836,256
O&M cost after buyout (per year, optional)	\$5,329
Term PPA savings, no buyout	\$1,682,000
25-Year net savings with year 6 buyout	\$2,537,000
40-Year net savings with year 6 buyout	\$6,064,000

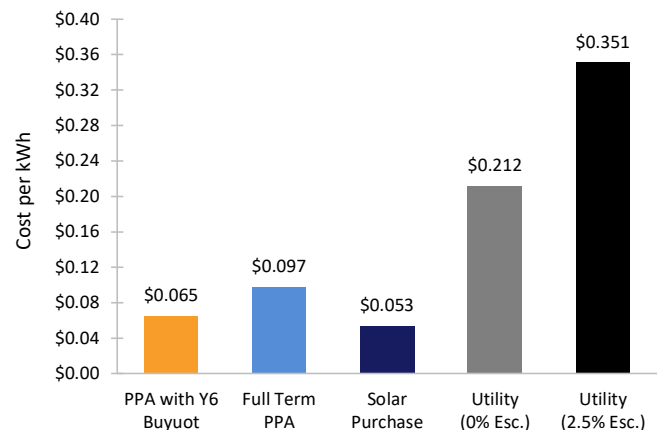
Environmental Benefits

Annual CO2e offset (lbs)	709,359
Equivalent to...	
Gallons of gasoline not burned	36,206
Passenger cars removed from the road	70
Pounds of coal not burned	354,517
Tons of waste recycled	109

Solar Savings vs. Utility



Levelized Cost of Energy



PPA Rate Schedule & Savings Projection - Town of Chester

Project Design	
System Size in kW (DC)	568.3
System Size in kW (AC)	450.0
Annual kWh Generation (Year 1)	723,835
Annual Generation Derate	0.5%

Project Income	
Year 1 Utility Rate	\$0.1782
Utility Escalator	2.5%
Y1 REC Volume	724
REC Price (\$/MWh)	\$30
REC Term (years)	10
REC De-Escalator	5%
Tariff Rate (\$/kWh)	\$0.000

Project Incentives	
State	NH
Grant/Rebate	\$10,000
RECs Flow to	Customer

Operating Expenses	
Inverter Replacement (Year)	\$34,098
Insurance	FALSE
Insurance De-Escalator	0.0%
Operations & Maintenance (O&M)	\$5,356
Land Lease (\$/kW)	\$0.00
Land Lease Escalator	0%
Property Tax	\$0
Property Tax Escalator	5%

PPA Assumptions	
Energy Pre-Payment	\$0
Year 1 PPA Rate	\$0.120
PPA Escalator %	2.0%
Year Escalator Takes Effect	2
Year 7 Premium	\$0.00
Buyout Estimate	\$1,154,256
Buyout Year	6

Net Metering Assumptions			
Utility Company	Eversource	Net Metering Rate	\$0.1782
Utility Rate	\$0.2117	Net Metering %	100.0%
Annual escalator	2.5%	Value of Solar	\$0.1782

Year	Generatio n (kWh)	Utility \$/kWh (Value of Solar)	Avoided Utility Cost/Revenue	REC Revenue	Operating Expenses	PPA Rate per kWh	PPA Rate	Term PPA	PPA w/ Early Buyout				
								Annual Revenue	Cumulative Revenue	Buyout Payment	Annual Revenue	Cumulative Revenue	
1	723,835	\$0.1782	\$128,980	\$21,215	\$0	\$0.1200	\$86,860	\$63,335	\$63,335	\$0	\$63,335	\$63,335	
2	720,216	\$0.1826	\$131,544	\$20,026	\$0	\$0.1224	\$88,154	\$63,415	\$126,750	\$0	\$63,415	\$126,750	
3	716,615	\$0.1872	\$134,158	\$18,902	\$0	\$0.1248	\$89,468	\$63,593	\$190,343	\$0	\$63,593	\$190,343	
4	713,032	\$0.1919	\$136,825	\$17,840	\$0	\$0.1273	\$90,801	\$63,864	\$254,207	\$0	\$63,864	\$254,207	
5	709,467	\$0.1967	\$139,544	\$16,836	\$0	\$0.1299	\$92,154	\$64,226	\$318,432	\$0	\$64,226	\$318,432	
6	705,919	\$0.2016	\$142,317	\$15,887	(\$4,176)	\$0.1325	\$93,527	\$64,677	\$383,110	(\$1,154,256)	(\$1,000,228)	(\$681,796)	
7	702,390	\$0.2066	\$145,146	\$14,990	(\$4,261)	\$0.1351	\$94,921	\$65,215	\$448,324	\$0	\$155,874	(\$525,921)	
8	698,878	\$0.2118	\$148,031	\$14,142	(\$7,160)	\$0.1378	\$96,335	\$65,837	\$514,162	\$0	\$155,012	(\$370,909)	
9	695,384	\$0.2171	\$150,973	\$13,340	(\$4,385)	\$0.1406	\$97,770	\$66,542	\$580,704	\$0	\$159,928	(\$210,982)	
10	691,907	\$0.2225	\$153,973	\$12,582	(\$4,474)	\$0.1434	\$99,227	\$67,328	\$648,033	\$0	\$162,081	(\$48,900)	
11	688,447	\$0.2281	\$157,034	\$0	(\$7,518)	\$0.1463	\$100,706	\$56,328	\$704,361	\$0	\$149,515	\$100,615	
12	685,005	\$0.2338	\$160,155	\$0	(\$4,604)	\$0.1492	\$102,206	\$57,949	\$762,309	\$0	\$155,550	\$256,165	
13	681,580	\$0.2396	\$163,338	\$0	(\$4,698)	\$0.1522	\$103,729	\$59,609	\$821,918	\$0	\$158,640	\$414,805	
14	678,172	\$0.2456	\$166,584	\$0	(\$7,894)	\$0.1552	\$105,275	\$61,310	\$883,227	\$0	\$158,690	\$573,495	
15	674,781	\$0.2518	\$169,895	\$0	(\$4,835)	\$0.1583	\$106,843	\$63,052	\$946,279	\$0	\$165,060	\$738,555	
16	671,407	\$0.2581	\$173,272	\$0	(\$4,933)	\$0.1615	\$108,435	\$64,836	\$1,011,116	\$0	\$168,339	\$906,894	
17	668,050	\$0.2645	\$176,715	\$0	(\$8,289)	\$0.1647	\$110,051	\$66,665	\$1,077,780	\$0	\$168,426	\$1,075,320	
18	664,710	\$0.2711	\$180,228	\$0	(\$5,076)	\$0.1680	\$111,691	\$68,537	\$1,146,317	\$0	\$175,151	\$1,250,471	
19	661,386	\$0.2779	\$183,810	\$0	(\$5,179)	\$0.1714	\$113,355	\$70,455	\$1,216,772	\$0	\$178,630	\$1,429,101	
20	658,079	\$0.2849	\$187,463	\$0	(\$8,703)	\$0.1748	\$115,044	\$72,419	\$1,289,191	\$0	\$178,759	\$1,607,860	
21	654,789	\$0.2920	\$191,189	\$0	(\$39,428)	\$0.1783	\$116,758	\$74,431	\$1,363,622	\$0	\$151,760	\$1,759,621	
22	651,515	\$0.2993	\$194,988	\$0	(\$5,438)	\$0.1819	\$118,498	\$76,491	\$1,440,113	\$0	\$189,550	\$1,949,171	
23	648,257	\$0.3068	\$198,864	\$0	(\$9,139)	\$0.1855	\$120,263	\$78,601	\$1,518,714	\$0	\$189,725	\$2,138,896	
24	645,016	\$0.3144	\$202,816	\$0	(\$5,597)	\$0.1892	\$122,055	\$80,761	\$1,599,475	\$0	\$197,220	\$2,336,116	
25	641,791	\$0.3223	\$206,847	\$0	(\$5,710)	\$0.1930	\$123,874	\$82,974	\$1,682,449	\$0	\$201,137	\$2,537,253	
26	638,582	\$0.3304	\$210,958	\$0	(\$9,596)	\$0.1969	\$125,719	\$126,532	\$1,808,981	\$0	\$201,363	\$2,738,615	
27	635,389	\$0.3386	\$215,151	\$0	(\$5,877)	\$0.2008	\$127,593	\$209,275	\$2,018,255	\$0	\$209,275	\$2,947,890	
28	632,212	\$0.3471	\$219,427	\$0	(\$5,996)	\$0.2048	\$129,494	\$213,431	\$2,231,687	\$0	\$213,431	\$3,161,321	
29	629,051	\$0.3558	\$223,788	\$0	(\$10,075)	\$0.2089	\$131,423	\$213,713	\$2,445,400	\$0	\$213,713	\$3,375,034	
30	625,906	\$0.3646	\$228,236	\$0	(\$6,170)	\$0.2131	\$133,381	\$222,066	\$2,667,465	\$0	\$222,066	\$3,597,100	
31	622,776	\$0.3738	\$232,772	\$0	(\$6,296)	\$0.2174	\$135,369	\$226,477	\$2,893,942	\$0	\$226,477	\$3,823,577	
32	619,663	\$0.3831	\$237,399	\$0	(\$10,579)	\$0.2217	\$137,386	\$226,820	\$3,120,762	\$0	\$226,820	\$4,050,397	
33	616,564	\$0.3927	\$242,117	\$0	(\$6,479)	\$0.2261	\$139,433	\$235,638	\$3,356,400	\$0	\$235,638	\$4,286,035	
34	613,481	\$0.4025	\$246,929	\$0	(\$6,610)	\$0.2307	\$141,510	\$240,319	\$3,596,719	\$0	\$240,319	\$4,526,353	
35	610,414	\$0.4126	\$251,837	\$0	(\$11,108)	\$0.2353	\$143,619	\$240,729	\$3,837,447	\$0	\$240,729	\$4,767,082	
36	607,362	\$0.4229	\$256,842	\$0	(\$6,803)	\$0.2400	\$145,759	\$250,039	\$4,087,487	\$0	\$250,039	\$5,017,121	
37	604,325	\$0.4335	\$261,947	\$0	(\$6,941)	\$0.2448	\$147,931	\$255,006	\$4,342,493	\$0	\$255,006	\$5,272,127	
38	601,304	\$0.4443	\$267,153	\$0	(\$11,663)	\$0.2497	\$150,135	\$255,490	\$4,597,982	\$0	\$255,490	\$5,527,617	
39	598,297	\$0.4554	\$272,463	\$0	(\$7,143)	\$0.2547	\$152,372	\$265,320	\$4,863,302	\$0	\$265,320	\$5,792,936	
40	595,306	\$0.4668	\$277,878	\$0	(\$7,288)	\$0.2598	\$154,642	\$270,590	\$5,133,892	\$0	\$270,590	\$6,063,526	




20230428- Prelim Town of Chester, 50 Dump Road, Chester, NH 03036

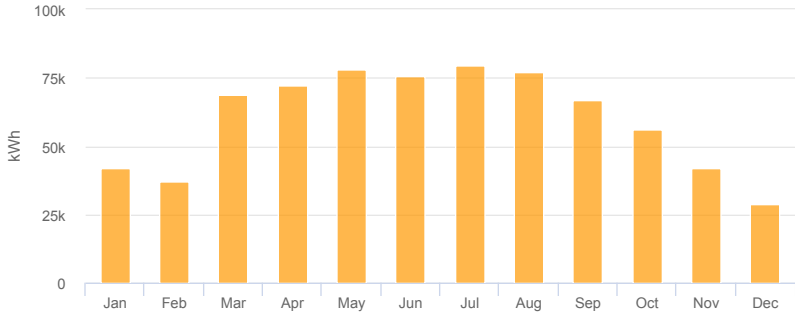
Report	
Project Name	Town of Chester
Project Address	50 Dump Road, Chester, NH 03036
Prepared By	Jude Nuru jnuru@revisionenergy.com

System Metrics	
Design	20230428- Prelim
Module DC Nameplate	568.3 kW
Inverter AC Nameplate	450.0 kW Load Ratio: 1.26
Annual Production	723.8 MWh
Performance Ratio	75.7%
kWh/kWp	1,273.6
Weather Dataset	TMY, CONCORD, NSRDB (tmy2)
Simulator Version	17748b5403-6ef4e794e2-18fed8dda5-9cff2eb43f

Project Location

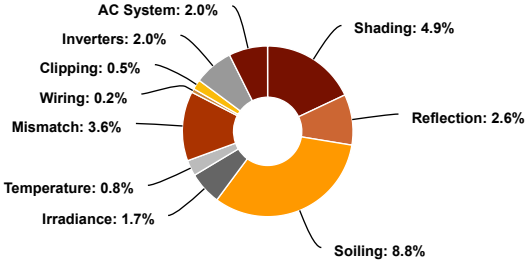


Monthly Production



Month	GHI (kWh/m²)	POA (kWh/m²)	Shaded (kWh/m²)	Nameplate (kWh)	Grid (kWh)
January	60.8	107.1	99.8	43,644.6	42,047.7
February	79.0	119.2	114.1	38,306.8	37,051.8
March	117.3	148.2	142.0	74,816.1	68,889.5
April	144.7	157.9	150.8	80,075.0	71,979.7
May	175.9	174.7	166.6	88,327.2	77,878.7
June	182.5	172.2	163.9	86,725.2	75,588.4
July	186.0	182.3	174.2	92,398.5	79,716.3
August	164.8	175.9	168.3	89,346.1	77,055.6
September	123.0	149.6	143.1	76,174.0	66,674.9
October	86.5	122.4	117.0	62,327.6	56,306.2
November	55.9	90.1	84.5	45,002.9	41,813.4
December	47.2	82.0	75.2	30,197.1	28,833.1

Sources of System Loss



Source of System Loss	Percentage
Soiling	8.8%
Shading	4.9%
Reflection	2.6%
AC System	2.0%
Inverters	2.0%
Mismatch	3.6%
Irradiance	1.7%
Temperature	0.8%
Clipping	0.5%
Wiring	0.2%



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,423.6	
	POA Irradiance	1,681.5	18.1%
	Shaded Irradiance	1,599.5	-4.9%
	Irradiance after Reflection	1,557.9	-2.6%
	Irradiance after Soiling	1,420.5	-8.8%
	Total Collector Irradiance	1,420.4	0.0%
Energy (kWh)	Nameplate	807,341.1	
	Output at Irradiance Levels	793,659.0	-1.7%
	Output at Cell Temperature Derate	787,215.7	-0.8%
	Output After Mismatch	759,123.0	-3.6%
	Optimal DC Output	757,636.5	-0.2%
	Constrained DC Output	753,759.7	-0.5%
	Inverter Output	738,607.5	-2.0%
	Energy to Grid	723,835.3	-2.0%
Temperature Metrics			
Avg. Operating Ambient Temp		11.1 °C	
Avg. Operating Cell Temp		18.4 °C	
Simulation Metrics			
Operating Hours		4729	
Solved Hours		4729	

☁ Condition Set												
Description	Condition Set 2 - 30 Deg											
Weather Dataset	TMY, CONCORD, NSRDB (tmy2)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	21.2	39.6	5	4	4	4	4	4	4	4	4	27.5
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	2.00%											
Trackers	Maximum Angle						Backtracking					
	60°						Enabled					
Module Characterizations	Module				Uploaded By		Characterization					
	Q.PEAK DUO XL-G10.3&d 480/BFG (Hanwha Q Cells)				Revision Energy		Qcells_QPEAK_DUO_XL-G10.3&d-BFG_480_Rev01.PAN, PAN					
Component Characterizations	Device						Uploaded By			Characterization		
	Sunny Tripower Core1/US (SMA)						HelioScope			Spec Sheet		

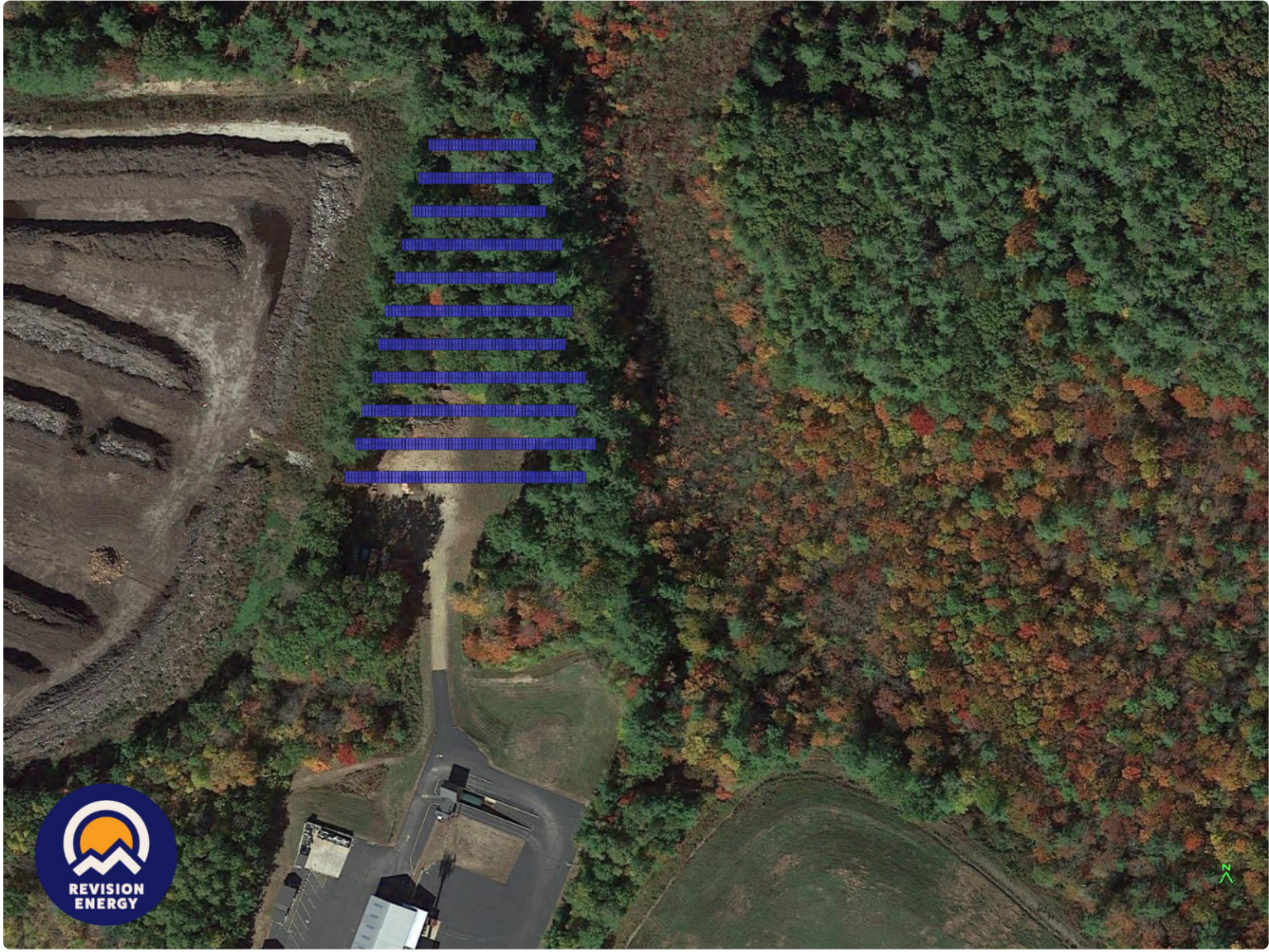
🗄 Components		
Component	Name	Count
Inverters	Sunny Tripower Core1/US (SMA)	9 (450.0 kW)
Strings	10 AWG (Copper)	81 (10,265.4 ft)
Module	Hanwha Q Cells, Q.PEAK DUO XL-G10.3&d 480/BFG (480W)	1,184 (568.3 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	12-16	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Portrait (Vertical)	35°	180°	23.0 ft	2x8	74	1,184	568.3 kW



Detailed Layout



CLIENTPOINT DOWNLOAD RECEIPT

DOWNLOADED: 05-09-2023

CLIENTPOINT ID: 612219

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Sandra Wright, Chester, NH 03036

WHEREAS, there is a vacancy as a Regular member of the Recreation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Sandra Wright, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as a Regular member of the Recreation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____
who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Darrell Quinn, Chester, NH 03036

WHEREAS, there is a vacancy for an alternate member of the Wason Pond Conservation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Darrell Quinn, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as an alternate member of the Wason Pond Conservation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____
who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: John Dalrymple, Chester, NH 03036

WHEREAS, there is a vacancy for an alternate member of the Wason Pond Conservation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said John Dalrymple, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as an alternate member of the Wason Pond Conservation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____
who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Sandra Wright, Chester, NH 03036

WHEREAS, there is a vacancy for a regular member and representative of the Recreation Commission on the Wason Pond Conservation and Recreation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Sandra Wright, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as a regular member of the Wason Pond Conservation and Recreation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____
who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Chris Hadik, Chester, NH 03036

WHEREAS, there is a vacancy for a regular member of the Wason Pond Conservation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Chris Hadik, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as a regular member of the Wason Pond Conservation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____
who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Beth Sautter, Chester, NH

WHEREAS, there is a vacancy for a regular member of the Spring Hill Farm Advisory Committee (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Beth Sautter, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as a regular member of the Spring Hill Farm Advisory Committee according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____ who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Colin Costine, Chester, NH 03036

WHEREAS, there is a vacancy as an alternate member of the Spring Hill Farm Advisory Committee (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Colin Costine, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as an alternate member of the Spring Hill Farm Advisory Committee according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____ who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Deborah Munson

WHEREAS, there is a vacancy for an regular member of the Conservation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Deborah Munson, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as an alternate member of the Conservation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____ who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Rick Sibley, Chester, NH 03036

WHEREAS, there is a vacancy for a regular member of the Conservation Commission (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Rick Sibley, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as a regular member of the Conservation Commission according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____ who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk

TOWN OF CHESTER
Office of Selectmen

Appointment and Oath

To: Michael Weider, Chester, New Hampshire

WHEREAS, there is a vacancy as a regular member on the Planning Board (term to expire May 31st, 2026), and

WHEREAS, We, the undersigned, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Michael Weider, and upon your taking the oath of office, and having this appointment and the certificate of said oath recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hand this 18th day of May 2023:

Charles F. Myette, Chairman

Steven M. Couture, Vice-Chairman

Stephen O. Landau, Selectman

Dana Theokas, Selectwoman

Richard S. Trask, Selectman



Selectmen of Chester
New Hampshire

I, _____, do solemnly swear that I will faithfully and impartially discharge, and perform all the duties incumbent as a regular member of the Planning Board according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the State of New Hampshire. So help me God.

State of N.H., Rockingham County; personally appeared the above named _____ who took and subscribed the foregoing oath, before me:

Date Received & Recorded: _____

Recorded by: _____
Justine Celentano, Town Clerk



April 12, 2023

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

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

Dear United States Postal Service Landlord,

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

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

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

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

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

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

Respectfully,

Avery Prasher

CC: John Linell



October 1, 2022

Dear Postal Service Landlord:

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

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

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

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

Sincerely yours,

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

Donald L. Mackey
Director, Facilities Leasing (A)

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

Property ID: 321320-002

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



April 12, 2023

April 12, 2023

COMMISSION AGREEMENT

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

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

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

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

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

BROKER:

Jones Lang LaSalle Americas, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

TOWN OF CHESTER

By: _____

Name and Title

Dated: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



Lease

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



Lease (Multi-Tenant Form)

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

County: Rockingham
Lease: Q90000781959

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

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

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

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

The Landlord has supplied the following systems and equipment:

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

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

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

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

Rent shall be paid to:
TOWN OF CHESTER



Lease (Multi-Tenant Form)

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

County: Rockingham
Lease: Q90000781959

TOWN HALL
84 CHESTER ST
CHESTER, NH 03036-4305

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

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

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

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

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

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

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

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

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

County: Rockingham
Lease: Q90000781959

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

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

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

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

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

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

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

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

LANDLORD NAME: TOWN OF CHESTER

Name: _____
Witness _____

Signature: _____

Print Name: _____

Title: _____

Name: _____
Witness _____

Date: _____

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

Telephone No: _____
Email Address: _____

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

POSTAL SERVICE:

Signature: _____

Print Name: SARA ADAMS

Title: Contracting Officer

Date: _____



Instructions

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

County: Rockingham
Lease: Q90000781959

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

Generally

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

Individual, Administrator, or Trustee

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

Partnership

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

Corporation

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



Instructions

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

County: Rockingham
Lease: Q90000781959

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

Limited Liability Company (LLC)

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

Limited Liability Partnership (LLP)

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

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

County: Rockingham
Lease: Q90000781959

Exhibit A

[Legal Description of Property]

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



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

County: Rockingham
Lease: Q90000781959

Exhibit B

Parking Area
(If Applicable)

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





Exhibits

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

County: Rockingham
Lease: Q90000781959

Exhibit C

Premises Area

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

Area Comments



General Conditions to USPS Lease

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

County: Rockingham
Lease: Q90000781959

1. APPLICABLE CODES AND ORDINANCES

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

2. LANDLORD'S INTEREST

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

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

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

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

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

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



General Conditions to USPS Lease

Facility Name/Location
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Lease: Q90000781959

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

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

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

4. ALTERATIONS AND RESTORATION

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

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



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

5. [RESERVED]

6. INSURANCE

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

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

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

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



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

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

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

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

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

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

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

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

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



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

c. Environmental Condition of the Premises.

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

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

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



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

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

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

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

8. FORCE MAJEURE

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



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

9. CLAIMS AND DISPUTES

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

10. GENERAL

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

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

c. **Recording.** Not Applicable

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

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

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



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

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

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

i. [RESERVED]

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

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

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

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



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

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

To Landlord at:

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

With a copy to:

To the Postal Service at:

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

With a copy to:

Postmaster/Installation Head

5 CHESTER ST, CHESTER, NH 03036-9998

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

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

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

11. FACILITIES NONDISCRIMINATION



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

County: Rockingham
Lease: Q90000781959

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

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

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

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

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act¹

Clause 9-7, Equal Opportunity²

Clause 9-13, Equal Opportunity for Workers with Disabilities³

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴

Clause 9-16, Employer Reports on Employment of Protected Veterans⁴

Clause B-25, Advertising of Contract Awards

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

¹ For premises with net interior space in excess of 6,500 SF.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

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



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

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



Maintenance Rider Landlord Responsibility

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

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

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

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



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

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

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

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



Utilities and Services Rider

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

1. HEAT

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

2. ELECTRICITY

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

3. WATER

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

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

4. SEWER

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

5. TRASH

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

6. SNOW

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

7. CUSTODIAL SERVICES

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



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

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

8. LANDSCAPING

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

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



Maintenance Rider Underground Storage Tanks Landlord Responsibility

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

b. The Landlord is responsible for:

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

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

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

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

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

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

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

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

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

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



**Maintenance Rider
Underground Storage Tanks
Landlord Responsibility**

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

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



Agreement is Not
Valid Unless
Executed by Seller

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions

TOWN OF CHESTER NH ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Inventoried Energy Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

For clarification purposes only regarding Capacity Costs (Fixed):

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). **"Capacity Obligation"** means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. **"ICAP Tag (kW)"** means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

FOR INTERNAL USE ONLY

<u>CAPACITY OBLIGATION COMPONENTS</u>	
ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

For clarifications purposes only regarding Fuel Security Costs-COS (Fixed):

Fuel Security Costs-COS (Fixed): You have elected the "Fixed" option for your "Fuel Security Costs-COS" as noted in the Cost Component table above. "Fixed" means we have included Fuel Security Costs-COS in your contract price (set forth in the Account Schedule) based on the current Fuel Security Costs-COS charges associated with your Accounts as of the effective date of this Agreement. Your Fuel Security Costs-COS charges will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. Fixed means that your price will not be adjusted (either upward or downward) to pass through any Fuel Security Costs-COS charges based on monthly or annual changes as described in the COS Agreement (including the Mystic COS Agreement as defined further below) detailed in the ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented as of the effective date of this Agreement.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.016800/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that the electricity supplied under this Agreement is not for use at a residence. For Account(s) located in the State of New Hampshire, you warrant and represent that your AGGREGATE PEAK LOAD DURING ANY 12 MONTH PERIOD IS GREATER THAN 20 KILOWATTS.

FOR INTERNAL USE ONLY

CUSTOMER PROTECTIONS AND WAIVERS OF CONSUMER RIGHTS. IF CUSTOMER IS A NEW HAMPSHIRE CUSTOMER, CUSTOMER AGREES THAT THE NEW HAMPSHIRE PUC's CUSTOMER PROTECTION RULES, PUC 2000 RULES, COMPETITIVE ELECTRIC POWER SUPPLIER AND AGGREGATOR RULES, CHAPTER 5 PART PUC 2004 CONSUMER PROTECTION REQUIREMENTS **ARE WAIVED AND DO NOT APPLY** TO THE AGREEMENT TO THE EXTENT ALLOWED BY LAW. CUSTOMER CAN VIEW THESE RULES AT: https://www.puc.nh.gov/Regulatory/Docketbk/2016/16-853/LETTERS-MEMOS-TARIFFS/16-853_2017-10-09_HONIGBERG_CERTIFICATION_RULES.PDF

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Eversource Energy (formerly Public Service Co of NH)	PSNH	1-800-662-7764

Additional Terms. For Accounts located in the State of New Hampshire:

(i) New Hampshire Public Utilities Commission. Additional information, including information on consumer rights may be obtained by contacting the New Hampshire Public Utilities Commission at (800) 852-3793 or by visiting the New Hampshire Public Utilities Commission Consumer page. The Consumer Page website address is <http://www.puc.state.nh.us/Consumer/consumer.htm>.

(ii) Telemarketing. If you do not wish to receive telemarketing calls, you may contact the Telephone Preference Service of the Direct Marketing Association and request to be put on a "do-not-call" list. The Direct Marketing Association website address is: <http://www.dmaconsumers.org/offtelephonenumberlist.html>.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Chester NH

Signature: _____

Signature: _____

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

Printed Name:

Title:

Date: _____

Address: 84 Chester St
Chester, NH 03036-4305

Fax:

Phone:

Email:

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jesse Mckay G500705.235579.0 Printed: 5/11/2023

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

"Fuel Security Reliability Program Costs" (including **"Fuel Security Costs-COS"** and **"Fuel Security Costs-Inventoried Energy Program"** as defined below) means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("**FERC**") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("**COS Agreements**"), such as the agreement accepted for filing by FERC in Docket No. ER18-1639-000 (the "**Mystic COS Agreement**") and the implementation of an interim inventoried energy program during the winter months of 2023-2024 for Forward Capacity Auction ("**FCA**") 14 and 2024-2025 for FCA 15 accepted by FERC on August 6, 2019 in Docket NO ER19-1428-001 (collectively, the **"Fuel Security Costs-Inventoried Energy Program"**). If that portion of the Fuel Security Costs associated with the Mystic COS Agreement ("**Fuel Security Costs-COS**") and/or the Fuel Security Costs-Inventoried Energy Program are **Fixed** under this Agreement then such costs shall **only** include costs associated with the Mystic COS Agreement and/or cost associated with the Fuel Security Costs-Inventoried Energy Program, as applicable as in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the Mystic COS Agreement; (including the approval of any other COS Agreements), modifications to the Fuel Security Costs-Inventoried Energy Program or any new or modified long-term market solutions implemented by ISO New England and accepted or approved by FERC shall be deemed a Change in Law pursuant to Section 5 below.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price

shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs ("RPS Costs")" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices);

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and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your

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obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Jesse Mckay

G500705.235579.0 Printed: 5/11/2023

ACCOUNT SCHEDULE:
For: Town of Chester NH
The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on May 11, 2023

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 29

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
PSNH	56460538069090980002	96 Towle Rd., Chester, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031012460007	0 MAIN ST, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031021460003	84 CHESTER ST, CHESTER, NH 03036-4305	10/30/23	10/31/25	\$0.10880
PSNH	56554351031082901007	0 MAIN ST, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031143590000	603 RAYMOND RD, CHESTER, NH 03036-4180	11/06/23	11/07/25	\$0.10880
PSNH	56554351031272701005	0 RAYMOND RD, CHESTER, NH 03036	11/12/23	11/08/25	\$0.10880
PSNH	56554351031280090006	0 RAYMOND RD, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031320301007	0 CHESTER ST, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031340901009	27 MURPHY DR, CHESTER, NH 03036-8108	11/06/23	11/07/25	\$0.10880
PSNH	56554351031355360009	84 CHESTER ST, CHESTER, NH 03036-4305	11/06/23	11/07/25	\$0.10880
PSNH	56554351031385811003	603 RAYMOND RD, CHESTER, NH 03036-4180	11/06/23	11/07/25	\$0.10880
PSNH	56554351031506411002	0 DUMP RD, CHESTER, NH 03036	11/12/23	11/08/25	\$0.10880
PSNH	56554351031533460006	84 CHESTER ST, CHESTER, NH 03036-4305	11/06/23	11/07/25	\$0.10880
PSNH	56554351031544601005	0 DERRY RD, CHESTER, NH 03036	10/30/23	10/31/25	\$0.10880
PSNH	56554351031589111009	0 MURPHY DR, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031725360004	84 CHESTER ST, CHESTER, NH 03036-4305	10/30/23	10/31/25	\$0.10880
PSNH	56554351031787601000	0 RAYMOND RD, CHESTER, NH 03036	11/12/23	11/13/25	\$0.10880
PSNH	56554351031811460005	51 CHESTER ST, CHESTER, NH 03036-4308	11/06/23	11/07/25	\$0.10880

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PSNH	56554351031818360008	51 CHESTER ST, CHESTER, NH 03036-4308	11/06/23	11/07/25	\$0.10880
PSNH	56554351031821601009	0 DERRY RD, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031843001001	0 RAYMOND RD, CHESTER, NH 03036	10/31/23	11/01/25	\$0.10880
PSNH	56554351031902460007	0 CHESTER ST, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031916611007	0 MURPHY DR, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56554351031958990000	0 RAYMOND RD, CHESTER, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56706841020426111001	3 CHESTER ST, CHESTER, NH 03036-9998	11/06/23	11/07/25	\$0.10880
PSNH	56864395009068980001	603A RAYMOND RD, CHESTER, NH 03036-4180	11/06/23	11/07/25	\$0.10880
PSNH	56864395009070090006	603A Raymond Rd., Chester, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	56902187087180573008	1 Haverhill Rd., Chester, NH 03036	11/06/23	11/07/25	\$0.10880
PSNH	80009790199	603A RAYMOND RD, CHESTER, NH 03036-4180	10/30/23	11/28/25	\$0.10880

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Standard Power of America, Inc. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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628621X
December 5, 2022

Mr. Charles Myette
Selectboard Chair
Town of Chester
84 Chester Street
Chester, NH 03036

**SUBJECT: Proposal for Professional Services
Hansen Road over Exeter River
Conceptual Study - Bridge Replacement**

Dear Mr. Myette:

DuBois & King, Inc. (D&K) is pleased to present this proposal for professional engineering services to evaluate and recommend a replacement structure for Hansen Road over Exeter River. Services we propose to provide on this project include preliminary structure sizing and a cost estimate as detailed in the following Scope of Services.

SCOPE OF SERVICES

Conceptual Study

DuBois & King will conduct a Conceptual Study for the structure that focuses on hydraulic capacity required to accommodate a Q50 flood event. Included will be the following:

- S-1 Review the site survey/topographic survey of the project area completed by Promised Land Surveying.
- S-2 Conduct site observations, inspections and photo documentation of the existing culvert to supplement the survey information and to document the aspects of the upstream watershed and existing culvert, as well as establish top of bank lines for bankfull width requirements.
- S-3 Complete a geotechnical study to include two borings to determine sub surface soil conditions present for proposing a structure type that is appropriate for the site specific bearing capacity.
- S-4 Perform utility and right-of-way coordination to help determine structure size/layout

depending on utility locations/depths, and/or determine the need for utility relocations as well as any right-of-way coordination with NHDOT.

S-5 Wetlands Delineation

Perform a wetland delineation of the immediate area for the site. A qualified New Hampshire wetland scientist will perform a site visit to delineate (i.e. flag) limits of wetland area in accordance with NH Env-Wt 406 to be transferred to the project base plans. Wetland boundaries will be recorded during the delineation site visit using GPS with sub-meter accuracy or by conventional survey.

S-6 Hydrologic and Hydraulic Considerations

The hydrologic and hydraulic parameters at the project site will be estimated using USGS and FHWA regression equation methods. The hydraulic opening (span and height) will be determined for the opening to pass the Q50 (fifty year mean recurrence) flood event with one foot of freeboard (clearance). Replacement "in kind" will be investigated. For the replacement option, an approximate opening size will be recommended and used for cost estimating.

S-7 Cost Estimate

An itemized cost estimate (engineer's opinion of probable construction costs) will be prepared for two (2) proposed structure types, maintaining the existing roadway profile and alignment.

S-8 Letter Report

Prepare a letter report summarizing the survey, site visit/inspections, Hydraulic investigation and cost estimate. Replacement alternatives (2) options will be presented in conjunction with a brief justification in the report. A summary technical memorandum will be provided to outline the activities completed, provide general design considerations, existing hydraulic results, replacement options and recommendation.

ASSUMPTIONS

This proposal has been prepared based on the following assumptions:

1. That future Design Phase, Bid Phase and Construction Phase Services are not included in this proposal. We will provide the Town a proposal (scope and fee) for these services at the Town's request.

CLIENT RESPONSIBILITIES

Your responsibilities for this project shall include:

1. Providing access to the site and permission to access the Town owned bridge and Town property.
2. Provide a contract person that can act with authority on behalf of the Town for this project.

3. As requested, provide any documentation on the bridge available from the Town files (bridge reports, plans, correspondence, property, R.O.W. & abutter information, etc.).

SCHEDULE

We propose to complete the services outlined in this proposal (Scope Items S-1 to S-8) in six (6) months from receiving authorization from you to proceed.

PROFESSIONAL FEES

For accomplishing the above Scope of Services, DuBois & King, Inc., will be paid a lump sum fee of **\$20,000.00**.

The above fee estimate includes customary reimbursable expenses for this project, including phone, travel, mailings, reproduction, etc.

Additional Services, if required and authorized by you, would be provided on an hourly basis in accordance with our Standard Schedule of Fees and Contract Conditions then in effect.

ACCEPTANCE

If the Scope of Services and terms outlined herein are acceptable, please sign original letter in the space provided below, retain one (1) copy for your records and return one (1) original to us. This letter, along with the attached Contract Conditions, will serve as our Agreement. This proposal shall be valid for a period of 30 days from the date of the proposal.

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project. Please call if you have any questions or need any additional information.

Very truly yours,

DuBOIS & KING, INC.



Richard Tetreault, P.E.
Director of Transportation Division

RMT

ACCEPTED AND AUTHORIZED TO PROCEED:

Charles Myette, Selectboard Chair
Town of Chester
December 5, 2022

Page 4

BY: _____

DATE: _____



628621X
December 5, 2022

Mr. Charles Myette
Selectboard Chair
Town of Chester
84 Chester Street
Chester, NH 03036

**SUBJECT: Proposal for Professional Services
Shepard Home Road over Exeter River
Conceptual Study - Culvert Replacement**

Dear Mr. Myette:

DuBois & King, Inc. (D&K) is pleased to present this proposal for professional engineering services to evaluate and recommend a replacement structure for the Shepard Home Road over Exeter River. Services we propose to provide on this project include preliminary structure sizing and a cost estimate as detailed in the following Scope of Services.

SCOPE OF SERVICES

Conceptual Study

DuBois & King will conduct a Conceptual Study for the structure that focuses on hydraulic capacity required to accommodate a Q50 flood event. Included will be the following:

- S-1 Review the site survey/topographic survey of the project area completed by Promised Land Surveying.
- S-2 Conduct site observations, inspections and photo documentation of the existing culvert to supplement the survey information and to document the aspects of the upstream watershed and existing culvert, as well as establish top of bank lines for bankfull width requirements.
- S-3 Complete a geotechnical study to include two borings to determine sub surface soil conditions present for proposing a structure type that is appropriate for the site specific bearing capacity.
- S-4 Perform utility coordination to help determine structure size/layout depending on utility locations/depths and/or determine the need for utility relocations.

S-5 Wetlands Delineation

Perform a wetland delineation of the immediate area for the site. A qualified New Hampshire wetland scientist will perform a site visit to delineate (i.e. flag) limits of wetland area in accordance with NH Env-Wt 406 to be transferred to the project base plans. Wetland boundaries will be recorded during the delineation site visit using GPS with sub-meter accuracy or by conventional survey.

S-6 Hydrologic and Hydraulic Considerations

The hydrologic and hydraulic parameters at the project site will be estimated using USGS and FHWA regression equation methods. The hydraulic opening (span and height) will be determined for the opening to pass the Q50 (fifty year mean recurrence) flood event with one foot of freeboard (clearance). An approximate opening size will be recommended and used for cost estimating.

S-7 Cost Estimate

An itemized cost estimate (engineer's opinion of probable construction costs) will be prepared for two (2) proposed structure types, maintaining the existing roadway profile and alignment.

S-8 Letter Report

Prepare a letter report summarizing the survey, site visit/inspections, Hydraulic investigation and cost estimate. Replacement alternatives (2) options will be presented in conjunction with a brief justification in the report. A summary technical memorandum will be provided to outline the activities completed, provide general design considerations, existing hydraulic results, replacement options and recommendation.

ASSUMPTIONS

This proposal has been prepared based on the following assumptions:

1. That future Design Phase, Bid Phase and Construction Phase Services are not included in this proposal. We will provide the Town a proposal (scope and fee) for these services at the Town's request.

CLIENT RESPONSIBILITIES

Your responsibilities for this project shall include:

1. Providing access to the site and permission to access the Town owned bridge and Town property.
2. Provide a contract person that can act with authority on behalf of the Town for this project.
3. As requested, provide any documentation on the bridge available from the Town files (bridge reports, plans, correspondence, property, R.O.W. & abutter information, etc.).

SCHEDULE

We propose to complete the services outlined in this proposal (Scope Items S-1 to S-8) in six (6) months from receiving authorization from you to proceed.

PROFESSIONAL FEES

For accomplishing the above Scope of Services, DuBois & King, Inc., will be paid a lump sum fee of **\$20,000.00**.

The above fee estimate includes customary reimbursable expenses for this project, including phone, travel, mailings, reproduction, etc.

Additional Services, if required and authorized by you, would be provided on an hourly basis in accordance with our Standard Schedule of Fees and Contract Conditions then in effect.

ACCEPTANCE

If the Scope of Services and terms outlined herein are acceptable, please sign original letter in the space provided below, retain one (1) copy for your records and return one (1) original to us. This letter, along with the attached Contract Conditions, will serve as our Agreement. This proposal shall be valid for a period of 30 days from the date of the proposal.

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project. Please call if you have any questions or need any additional information.

Very truly yours,

DuBOIS & KING, INC.

A handwritten signature in blue ink, appearing to read "Richard Tetreault", is written over a light blue horizontal line.

Richard Tetreault, P.E.
Director of Transportation Division

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

DATE: _____

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; long distance telephone calls, telegrams and cables; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within fifteen (15) days. Any attorney's fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc. reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc. be liable to the Client or the Client to DuBois & King, Inc. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

STANDARD OF CARE: In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: DuBois & King, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

DELAYS: DuBois & King, Inc. is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc. is not responsible for damages, nor shall DuBois & King, Inc. be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc. agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc. for all services rendered and all reimbursable costs incurred by DuBois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc. not less than seven (7) calendar days' written notice.

DuBois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc. in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of New Hampshire in connection with all matters arising out of this contract. The parties agree that the courts of the State of New Hampshire shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(01-19)

P:\Contract Terms and Conditions\CONTRACT TERMS AND CONDITIONS-Lump Sum.doc
Revised January 2022

ASSESSING DEPARTMENT

Intent to Cut Coversheet

Owner: Liberty Woods, LLC

Map and Lot: 11-29-3, 101 Crowley Rd

Requirements for BOS Signatures:

1. All owners have signed the intent. ☒ YES ☐ NO

2. If under Current Use, LUCT will be issued on non-qualifying land.

Is land under Current Use? ☒ YES ☐ NO

3. The form is complete? ☒ YES ☐ NO

4. Any bond required under RSA 72-B.5 has been received.

Is bond required? YES ☒ NO

Additional Comments:

New owner, clearing land for presumed building in the future. Please return to Assessing for processing once signed.

5/12/23 - Jean

FORM
PA-7

(Assigned by Municipality)

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

YR TOWN OP#
23 - 085 - 01 - T

For Tax Year April 1, 23 to March 31, 24

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- Town/City of: Chester
- Tax Map/Block/Lot or USFS Sale Name & Unit No.
MILL 29-3
- Intent Type: Original ☒ Supplemental ☐ (Original Intent Number)
- Name of Access Road: Crowley Road
- Acreage of Lot: 12.43 Acreage of Cut: selective cut
- Anticipated Start Date: April 1, 2023
- Type of ownership (check only one):
 - Owner of Land and Stumpage (Sole Owner) ☒
 - Owner of Land and Stumpage (Joint Tenants) ☐
 - Owner of Land and Stumpage (Tenants in Common) ☐
 - Previous owner retaining deeded timber rights ☐
 - Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements ☐

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER ☐ OR LOGGER / FORESTER ☒
BY MAIL ☐ OR E-MAIL ☐

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

SIGNATURE (In Ink) OF OWNER(S) OR CORPORATE OFFICER(S)

DATE SIGNED

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (In Ink) OF OWNER(S) OR CORPORATE OFFICER(S)

DATE SIGNED

Liberty Wood LLC
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)
PO Box 299
MAILING ADDRESS
Candia NH 03034
CITY OR TOWN STATE ZIP CODE
Keithamy-sterling-home.com
E-MAIL ADDRESS
6036703690
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- Any timber tax bond required has been received.
\$ _____ Date: _____
- The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- This form to be forwarded to DRA immediately after signing.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut
White Pine	15 MBF
Hemlock	MBF
Red Pine	MBF
Spruce & Fir	MBF
Hard Maple	MBF
White Birch	MBF
Yellow Birch	MBF
Oak	MBF
Ash	MBF
Soft Maple	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	MBF
Other (Specify)	MBF
Pulpwood	Tons
Spruce & Fir	
Hardwood & Aspen	
Pine	
Hemlock	
Biomass Chips	150
Miscellaneous	
High Grade Spruce/Fir	Tons
Cordwood & Fuelwood	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount:
---------	---------

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Kenn R Maulta 3/23/23
SIGNATURE (In Ink) OF PERSON RESPONSIBLE FOR CUT DATE
Burl Land Clearing LLC
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT
150 Londonderry Tpk
MAILING ADDRESS
Hooksett NH 03106
CITY OR TOWN STATE ZIP CODE
6032352461 BURLANDCLEARING@aol.com
PHONE NUMBER E-MAIL ADDRESS

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

OWNER INFORMATION		SALES HISTORY						PICTURE						
LIBERTY WOODS LLC \ 724 EAST INDUSTRIAL PARK DR #13 MANCHESTER, NH 03109		Date	Book	Page	Type	Price Grantor								
		02/28/2023	6469	2655	Q V	156,000 HEATH, WILLIAM B								
LISTING HISTORY		NOTES												
11/02/18 DS 1/4 EXT 07/21/11 JG14 VISION FIELD REVIEW 05/26/06 RK14 VISION FIELD REVIEW 09/22/98 DD		CULD S/S CROWLEY ROAD												
EXTRA FEATURES VALUATION										MUNICIPAL SOFTWARE BY AVITAR				
Feature Type		Units	Lngh	x Width	Size Adj	Rate	Cond	Market Value	Notes	Town of Chester, NH Assessing Department www.chesternh.org/assessing				
										PARCEL TOTAL TAXABLE VALUE				
Year		Building		Features		Land								
2021		\$ 0		\$ 0		\$ 2,036		Parcel Total: \$ 2,036						
2022		\$ 0		\$ 0		\$ 2,036		Parcel Total: \$ 2,036						
2023		\$ 0		\$ 0		\$ 2,036		Parcel Total: \$ 2,036						
LAND VALUATION										LAST REVALUATION: 2019				
Zone: RD RES DISTRICT		Minimum Acreage: 2.00		Minimum Frontage: 290		Site: AVERAGE		Driveway:		Road: UNPAVED				
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
UNMNGD PINE	2.000 ac	115,000	G	95	100	95	100	100 -- ROLLING	100	103,800	103	N	338	ALL UNDER CU
UNMNGD PINE	10.430 ac	x 8,000	X	100				100 -- ROLLING	57	47,600	92	N	1,698	
	12.430 ac									151,400			2,036	



101 Crowley Rd

Town of Chester, NH

1 inch = 188 Feet



CAI Technologies
Precision Mapping. Unsurpassed Service.

www.cai-tech.com

May 11, 2023



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

**Town of Chester
Selectboard’s Meeting
Thursday, May 4, 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)

NexTrex Bench: Ann Podlipny

Appointment to Spring Hill Farm Advisory Committee: Ann Podlipny

Wason Pond Wrangler Update: Jessica Hatch

PD - Consideration of New Hire: Chief Berube

Highway Update: James Piper

Fire Department Purchase Request: Chief Gladu

Solar Working Group Mission

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

Dana Theokas

Dick Trask

Stephen Landau

Selectboard Absent:

Steve Couture

Debra Doda, Town Administrator

Members of the Public Present at various times:

Aaron Berube, Police Chief

Valquerio Eiro

Phil Gladu, Fire Chief
Jessica Hatch (via Zoom)
Nancy Myette
James Piper, Supervisor of Roads
Ann Podlipny
Mason Rue
Beth Sautter
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

Chairman Myette added 2.5 Highway Update: James Piper and 2.6 Fire Department Purchase Request.

1.5 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 NexTrex Bench: Ann Podlipny

Ms. Podlipny has received the NexTrex bench for recycling five hundred pounds of plastic which was collected at various locations in town. Ms. Podlipny inquired where the Selectboard would like it placed. Suggestions were Stevens Hall lawn and Spring Hill Farm. Ms. Podlipny advised she would need a truck and help getting the bench from her home to the designated location. Ms. Podlipny mentioned to celebrate the receipt of the bench, Mr. Gesel, Center Scoop Ice Cream, will be donating ice cream cones to the first twelve people who show up at the event on May 27, 2023.

Ms. Podlipny will continue collecting plastics and the bin which the Library no longer wishes to have will be placed at Stevens Hall.

Ms. Podlipny shared the benefits of having a composting pile at the Transfer Station. Chairman Myette suggested forming a small committee to form a plan and proposal; members should include Transfer Station, Spring Hill Farm, and the Remillards. He mentioned the need to get permits from the State, the pile will need to be screened, and issues with rats should be considered.

2.2 Appointment to Spring Hill Farm: Ann Podlipny

Ms. Sautter, Spring Hill Farm Chair, met Ms. Podlipny at a Spring Hill Farm workday and invited her to a meeting. She has continued attending meetings since. The Committee voted unanimously to have Ms. Podlipny as a member of the Spring Hill Farm Advisory Committee.

Selectman Landau motioned to appoint Ann Podlipny as a regular member of the Spring Hill Farm Advisory Committee with a term to expire May 31st, 2026. 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.

2.3 Wason Pond Wrangler Update: Jessica Hatch

Ms. Hatch briefed the Board on the Wason Pond Wrangler and how similar in spirit it is to the Wason Pond Pounder. Ms. Hatch mentioned this year they are limiting the event to two hundred participants to make sure they succeed this first year. The event is in two weeks and Ms. Hatch is requesting the Board not to allow animals at Wason Pond during the event. Chief Berube suggested closing the area the night before for set-up.

The Selectboard thanked Ms. Hatch for continuing with this event.

Selectman Landau motioned to not allow animals or vehicles at Wason Pond from dawn on May 19, 2023, to 6:00pm on May 20, 2023. 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.

2.4 PD – Consideration of New Hire: Chief Berube

Chief Berube requested and was granted prior to the meeting to add bike safety and a computer grant discussion.

Chief Berube introduced Officer Kehoe, coordinator of the bike rodeo, to speak the event. Officer Kehoe mentioned May is Bike Safety month and the 2nd Annual Bike Rodeo will be on Saturday, May 6th, 2023, from 10:00am to 2:00pm at Chester Academy. The rodeo will have different events to promote bike safety. Officer Kehoe mentioned he applied for and received a grant for 20 helmets to give away on Saturday. Chief Berube thanked Officer Kehoe for a job well done.

Chief Berube explained the computers in the cars known as Mobile Data Terminals (MDTs) were on the Capital Improvement Plan (CIP) for a few years. The Selectboard decided not to fund them from the CIP but purchase the MDTs using funding from the Police Detail Account. During all the confusion a warrant article to utilize the Police Detail Account was never presented to the town for consideration. The Current MDTs are from 2017 and were originally funded from a Homeland Security grant. Chief Berube explained they started with four and now only one and a half MDTs are working. Another concern is Rockingham County Sheriff’s office is updating their software this year and even the working MDTs will not meet requirements.

Chief Berube had conversations with the Board previously about possibly encumbering the money at the end of the fiscal year. With this being a critical need for the department, Chief Berube reached out to NH Office of Highway Safety for assistance. Chief Berube presented a quote for five MDTs with printers, charging stations, and installation kits. These will allow five cruisers to take reports in cars, investigate on the side of the road, get instantaneous information from dispatch, and file e-crash reports.

The original quote was \$39,992.70 and NH Office of Highway Safety, based on the agreement, would pay 100% of some of the items and 50% of some of the other items. Chief Berube asked for an

151 amendment to Chester Highway Safety grant 23-034 to enter into an agreement to accept an
152 additional \$18,076.33 from NH Office of Highway Safety with the town’s portion being \$21,925.37.

153
154 Chief Berube asked that the Board encumber the money if they approve this amendment. Chairman
155 Myette stated the Board has not identified if there would be money left at the end of the fiscal year.
156 Town Administer Doda mentioned Finance Director Smith (not present) estimates around \$400K
157 left at the end of the fiscal year. Chairman Myette reminded the Board that in the past the ending
158 number was much lower than expected. The Board should make sure the departments do not make
159 purchases just because they have funds left in their budget.

160
161 ***Selectman Trask motioned to enter into the amendment agreement to accept \$18,067.33 from***
162 ***NH Office of Highway Safety added to Chester Highway Safety grant 23-034, and the town’s***
163 ***portion will be \$21,925.37. Selectman Landau seconded the motion. A roll call vote was taken***
164 ***Myette – aye, Trask– aye, Theokas –aye, Couture –absent, Landau – aye. With four in favor, the***
165 ***motion passed with Couture absent.***

166
167 Chief Berube presented Mr. Eiro to the Board for consideration of the Sergeant Detective position in
168 the Police Department. Chief Berube explained the hiring process that the department follows for
169 new hires. Chairman Myette explained the salary has already been discussed and this is an open
170 position that had previously been vacated.

171
172 Mr. Eiro briefed the Board on his background starting with his childhood in Lawrence, Massachusetts
173 to his law enforcement career. Mr. Eiro explained that during his law enforcement career with
174 Plaistow Police Department he achieved many ranks and received lots of training. Mr. Eiro also works
175 for the Atkinson Police Department.

176
177 Selectwoman Theokas asked how he felt he would fit in to a small department. Mr. Eiro feels he
178 understands what the department wants to achieve, and he understands how to get it done. He would
179 also be a great mentor for all the officers with all his years of experience with different ranks and
180 road experiences.

181
182 ***Selectman Landau motioned to appoint Mr. Eiro to the Chester Police Department as the Full***
183 ***Time Sergeant Detective. Selectwoman Theokas seconded the motion. A roll call vote was taken***
184 ***Myette – aye, Trask– aye, Theokas –aye, Couture –absent, Landau – aye. With four in favor, the***
185 ***motion passed with Couture absent.***

186
187 *2.5 Highway update: James Piper*

188
189 Mr. Piper, Supervisor of Roads, presented pictures to the Board documenting water that had
190 flooded roads in town with all the recent rain. All roads have reopened with the exception of
191 Edwards Mill Road. The culvert could be compromised, and it will not be known until the water
192 levels go down a little more. Chairman Myette stated these areas are repeat offenders for flooding
193 and should be placed on the CIP.

194
195 Mr. Piper mentioned he has been stockpiling rock to fix a few of the areas but they need equipment.
196 The money to rent equipment is not in this year’s budget so it will need to wait till next year. Many
197 line items are overspent. Chairman Myette asked Mr. Piper to look at his budget and get a good
198 estimate on any surplus.

Mr. Piper stated he will not be at the next Board meeting due to vacation, but he will have a new candidate for the Highway Department to present at the meeting. Chairman Myette asked that the information on the new candidate be sent to the Board prior to the meeting.

Selectman Landau mentioned Lane Road is falling apart. Mr. Piper said it is on the CIP for FY 27-28.

Selectwoman Theokas thanked Mr. Piper for the sign at the beginning of a closed road vs at the closure.

2.6 Fire Department Purchase: Chief Gladu

Fire Chief Gladu presented a quote for four new 4-Gas meters. They monitor carbon monoxide and oxygen levels. All the vehicles carry them; however, two are not working and they cannot be repaired since they are obsolete. The quote is for four new meters and vehicle chargers and a docking station. The entire package is \$6K and there is money in the budget for the purchase.

Selectman Trask motioned to purchase the 4-gas meters package as presented. 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.

Chief Gladu mentioned he is not sure if they are currently in stock. It could take a few weeks to get them. Selectman Landau suggested holding off on the purchase until the next budget. Chairman Myette mentioned they could be rented if needed. Chief Gladu stated the order needs to be placed now.

III. New Business

3.1. Solar Working Group Mission

Chairman Myette presented the draft copy of the Solar Workgroup Mission, goals, and objectives in Vice Chairman Couture’s absence. There were no questions from the Board.

Mr. Shriber requested a copy of the document as a member of the Solar Workgroup.

Selectman Trask motioned to allow the use of the Solar Workgroup mission, goals, and objectives as presented. 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.

IV Consent Agenda

4.1 Minutes April 13, 2023 and April 20, 2023

No comments on the minutes.

Selectman Trask motioned to approve the minutes of April 13, 2023. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –absent, Landau – abstained. With three in favor, the motion passed with Couture absent and Landau abstaining.

Selectman Trask motioned to approve the minutes of April 20, 2023. Selectwoman Theokas seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –aye, Couture –absent, Landau – abstained. With three in favor, the motion passed with Couture absent and Landau abstaining.

V. Selectmen’s Business

4.1 Chairman’s Announcements

Chairman Myette announced the following meetings and upcoming events:

Tuesday May 9, 2023	Conservation Commission Meeting at 6:00pm
Wednesday May 10, 2023	Planning Board at 7:00pm
Monday May 15, 2023	Spring Hill Farm Advisory Committee Meeting at 7:00pm
Tuesday May 16, 2023	ZBA Meeting at 7:00pm
Thursday May 18, 2023	Selectboard Meeting at 6:00pm
Saturday, May 5, 2023	Bike Rodeo from 10:00am to 2:00pm at Chester Academy. There will be bike tune-ups and car seat inspections by our very own Officer Michael Kehoe.
Tuesday May 9, 2023	School Safety - Parent Night & Information at 7:00pm at Chester Academy. Presentation and Q&A on school safety, with a focus on training and preparedness for violent critical incidents through the employment of the ALICE protocol.
Chief Berube explained the ALICE protocol is active shooter training.	
Saturday, May 13, 2023	Chester Historical Society free concert in Stevens Memorial Hall @ 2:00 PM! Light refreshments will be provided.

Chairman Myette presented items for signature.

Selectman Landau motioned to sign of the MOU between the Cattlemen, Spring Hill Farm, and the Town. Selectman Trask seconded the motion. A roll call vote was taken Myette – aye, Trask– aye, Theokas –abstained, Couture –absent, Landau – aye. With three in favor, the motion passed with Couture absent and Theokas abstaining.

Selectman Trask motioned to sign Town Clerk / Tax Collector Celentano’s rate sheet. 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.

Chairman Myette mentioned the next two items were request for raffles held in Town. One is for bow and arrows and the second is for a shotgun being held by the 4-H JRAL. Selectwoman Theokas explained this a great program for the kids.

Selectman Trask motioned to sign both raffles requested by 4-H JRAL. 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 question was raised about why these were given to the Board to approve. Chairman Myette stated the RSA requires a permit for all raffles.

4.2 Roundtable

Selectman Landau stated Maintenance Director Cavanaugh (not present) researched where to get rid of the concrete and brick material that has been at the Transfer Station for many years. The Transfer Station cannot accept this material as it is not on the permit. The quote to remove the rubble will be around \$1600.00. Selectman Landau suggested moving or covering the container so no more material can be dumped.

Selectman Landau mentioned the structural engineer should be calling to tour the PD roof and other roofs at the municipal building. Currently there are no plans on when the roofs can go out to bid. Selectman Trask mentioned new leaks in the Recreation Office from all the rain.

Selectman Landau has two non-public sessions on employment.

Selectwoman Theokas mentioned her tour of town owned buildings with Maintenance Supervisor Cavanaugh and Mr. Dalrymple (not present). It was suggested the Maintenance Department walk all the buildings creating a list of maintenance issues. Once the list is complete, they can put a plan in place to fix deficiencies.

Selectman Trask:
Nothing to report.

Chairman Myette has an employment non-public.

4.3 Town Administrator’s Report

Town Administrator Doda mentioned the state has asked if the Town would like to switch the permit at the Transfer Station from a standard permit to a permit by notification. Currently the Town has a standard permit, and any changes need to be approved by the state. A permit by notification allows the Town to tell the State what we want to do. Town Administrator Doda will send in the paperwork to switch the permit.

Town Administrator Doda mentioned at the next meeting there would be about a dozen reappointments to various committees and commissions. Some of the people have been on the committees for years. A discussion followed about if the members up for reappointment needed to physically come to the meeting or not. The Selectboard would be sent a list of reappointments and if they had questions for individuals those individuals would be asked to attend a meeting. Any new appointments will continue to come to a Selectboard meeting.

4.4 Action Items

None

4.5 Non-Public Session(s)

Chairman Myette announced five non-public sessions.

Selectman Landau motioned to go into non-public session pursuant to 91-A:3(II) (a) public employees, (b) employment, and (c) pending litigation. 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.

The meeting was closed to the public at 8:21 PM. Police Chief Berube remained in the room.

Mr. Rue was in the room from 8:48 PM – 9:15 PM and 9:19 PM – 9:21 PM.

Police Chief Berube also departed the room at 9:21 PM.

Selectman Trask motioned to come out of non-public session. 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.

The meeting was reopened to the public at 10:11 PM.

Selectman Trask motioned to seal the minutes of the first non-public session, on Employment. 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.

Selectman Trask motioned to seal the minutes of the second non-public session, on Employment. 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.

Selectman Trask motioned to seal the minutes of the third non-public session, on Public Employees. 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.

Selectman Trask motioned to seal the minutes of the fourth non-public session, on Pending Litigation. 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.

Selectman Trask motioned to seal the minutes of the fifth non-public session, on Public Employees. 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.

VI. Adjournment

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

401
402 The meeting was adjourned at 10:16 PM.

403
404 Respectfully submitted,

405
406 Janis A. Jalbert
407 Recording Secretary

Town Administrator's Report
April 18th – May 11th, 2023

April 18th – 24th, 2023
On Vacation

April 25th – May 1st, 2023
On Vacation – Sick

May 2nd – May 11th, 2023

1. Budget Committee: Jack Cannon is looking to receive a full detailed report on the current FY's budget after the year is closed in order to analyze spending. I have asked Joanne to put this on her to-do list.
2. Building Department: We received the countersigned Mutual Aid agreement back from Auburn on May 3rd, so all set until April 2025.
3. DOT: Continental Paving expects that they will be done working on the eastern portion of Route 121 by the end of today – May 11th, 2023.
4. DRA: All required documents have been uploaded to the portal; the next set are not due until after the Audit, which is tentatively scheduled for the week of August 21st.
5. Elections: Apparently in 2005 an election for the Supervisors of the Checklist got off track and Dianne Charron's term started ending in an odd-numbered year – which is not permissible, per the Secretary of State's office (RSA 41:46-a). As a result, Liz's term will have to end next year (2024) and she will have to run again (if she wants to) in order to have her 6-year term end on an even numbered year.
6. Finance: It's Open Enrollment time.
7. Highway Department: - Dan King's first day, should you agree to hire him, is May 30th.
 - The Plow Truck ordered from last year's CIP should be available by October.
 - The Highway Department plans to mow the roadsides during the month of August utilizing a rented "arm" mower that can reach over guardrails, etc.
 - I have sent James's pictures of the flooded roadways to Liz Lufkin (as Assistant Emergency Management Director) in case FEMA decides to open up reimbursement for damages.
8. Maintenance: Apparently the Rockingham County Jail does not have enough available inmates with the necessary skills to run the Trusty Program this year, which is a pity (in some ways, but perhaps not in general!). Paul will have Corinna's summer help until she needs them. John will potentially need help from others to keep up with the groundskeeping during the summer; Phil may have some suggestions.

9. Planning: Andrew expects to have all of the Road Acceptance documents in hand by the end of May; as this will not make the cutoff date for the June 1st meeting, we have scheduled the Road Acceptance meeting for June 15th.
10. Police: Detective Eiro started this week (May 8th); Officer Rue's start date is May 18th.
11. Planning: Andrew has money in his budget for a Planning assistant through SNHPC, but they have been of zero help in finding one. I have suggested that he look for an intern for the summer, perhaps a student majoring in Planning at a local college.
12. Recreation: The Town Fair Committee is looking for a flatbed trailer – perhaps 8' x 24' – for the band at Town Fair, in case you know of one.
13. School: - During the safety training at the school on May 9th, a suggestion was made once again that the School be assigned a Resource Officer. I inquired if they were willing to fund this position, but the Chief did not know the answer to that.
 - Chester Academy was awarded the NH K-8 School of Excellence for 2022-2023.
14. Town Hall: The HVAC upgrades to the Building Inspector/Planning and Assessing Offices are almost complete; electrical work is done and Russ was finishing up yesterday in the attic. This is being paid out of GGB Impact Fees – both you and the Planning Board approved back in November 2022.
15. Transfer Station: - Fire danger is high right now; Darrell will not be burning for a while, so we are not taking brush. Phil has arranged for the State employee in charge of Transfer Station burn permits to visit today (May 11th) to re-issue this; I'll put it on my calendar to ping annually for an update.
 - The oil tank is full, and Safety-Kleen has taken a sample away for testing. (This is standard procedure.) Until the results come back (and they empty the tank) we will not be taking oil in open containers – people with closed containers may drop oil off, though.
 - Paul is speaking with the Remillards about taking the old construction rubble off of our hands – this may be less expensive than utilizing the Epping company.
16. Website: I have updated the Schools page on the Town website to more closely resemble other pages – suggestions and edits always welcome.
 - The Solar Working Group page is drafted and ready to go live once the members have been appointed.



Chester School Board

April 9th, 2023

To: Chester Academy Administration and Staff
Regarding: 2023 School Of Excellence

On behalf of the Chester School Board I would like to express how proud that the Board is that Chester Academy was recognized as the 2023 EDies Awards K-8 School of Excellence.

Thank-you for including us in yesterday's first-ever PAWS Award to recognize our staff members and to kick off the 2023 Teacher Appreciation Week. And then the bell rang....

While the Board has always valued the work and commitment of our staff at Chester Academy, this award is determined by specific criteria developed by the New Hampshire Excellence in Education Awards Board of Directors and then applied by selection committees composed of experienced New Hampshire educators and community leaders. As a result, this is recognition by your peers that your hard work, your dedication to your students is not just effective but outstanding in terms of results and impact on our community.

As the selected K-8 School of Excellence, Chester Academy will serve as a representation of excellence for the many excellent New Hampshire public schools.

Also, as recipients of this award Chester Academy will be expected to share its best practices and programs with other interested schools, and the Board is confident that each of you will represent our School District in a proud and professional manner in the coming year.

The Board is proud of the transition in Chester Academy over the last two school years as the Administrative team has come together with a clear vision ("Together, We Learn, Grow, and Thrive!") and the staff has successfully implemented this vision with improved results by all measures. And, we are also confident that this improvement actually signals a momentum that will result in continuing growth and achievement in the coming years. You have our assurance that the Board will continue to support the Chester Academy staff in achieving those goals.

Congratulations to each of our Administrators, Teachers, Paraprofessionals and Support staff on this award and enjoy the rest of the 2023 Teacher Appreciation Week!

With warm regards,


Royal M. Richardson

Chairman, Chester School Board / SAU 82

22 Murphy Drive, Chester, NH 03036

phone: 603-887-5146 (H)

e-mail: richardsonr@chesteracademy.org

cc: Chester School Board, SAU 82 Superintendent Dr. Sharon Locke

Chester School Board

Royal M. Richardson, 2024 – Chair

Jonathan Eckerman, 2025 - Vice Chair

Kristina Bickford, 2026

Sabrina Harris, 2025

Chris Kozura, 2026

Janis Jalbert

From: Gregory Bobish <gregbobish@msn.com>
Sent: Thursday, May 11, 2023 10:29 AM
To: Janis Jalbert
Subject: For the Selectboard

Chairman and Selectboard,

I have noticed you have began posting supporting documents and draft minutes with the meeting agenda. This is helpful for those of us who watch at home. I am requesting that the Consent Agenda and Town Administrator Report be included with these agenda items, as to better inform the public. I will also request the rules of the board (bylaws or charter) be uploaded to the town's website, as there have been some changes in the last year.

Thank you for your time,
Greg Bobish

gregbobish@msn.com



Extended Speed Summary

Transfer Station - Parking Lot, NB

Start: 2023-05-03

End: 2023-05-03

Times: 17:00-19:59

Violation Threshold: Speed Limit + 5

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 1

Speed Limit: 5

Average Speed: 7.0

50th Percentile Speed: 6.0

85th Percentile Speed: 9.02

Pace Speed Range: 4-14

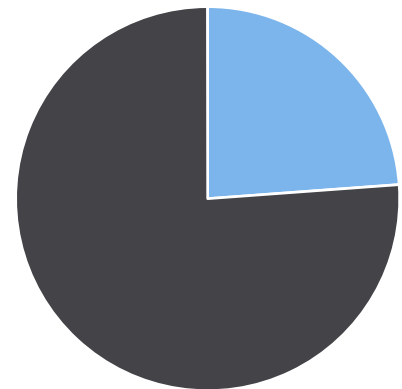
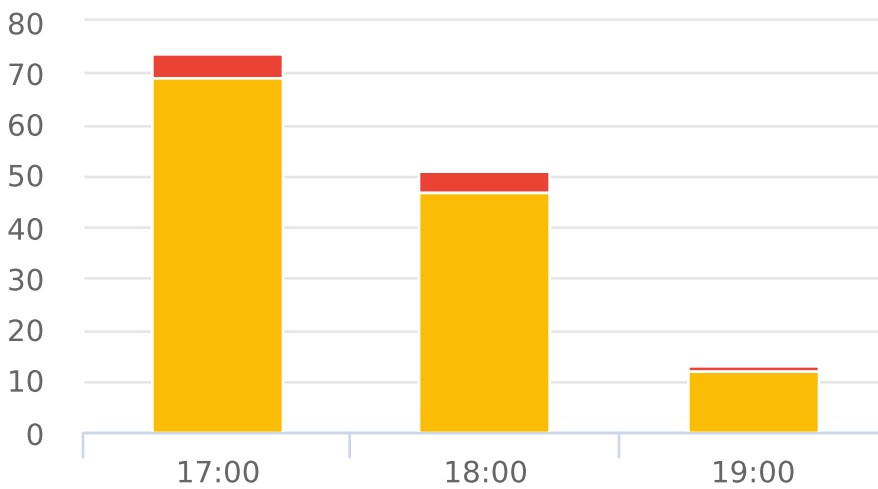
Minimum Speed: 6

Maximum Speed: 12

Display Mode: Dependent Messages

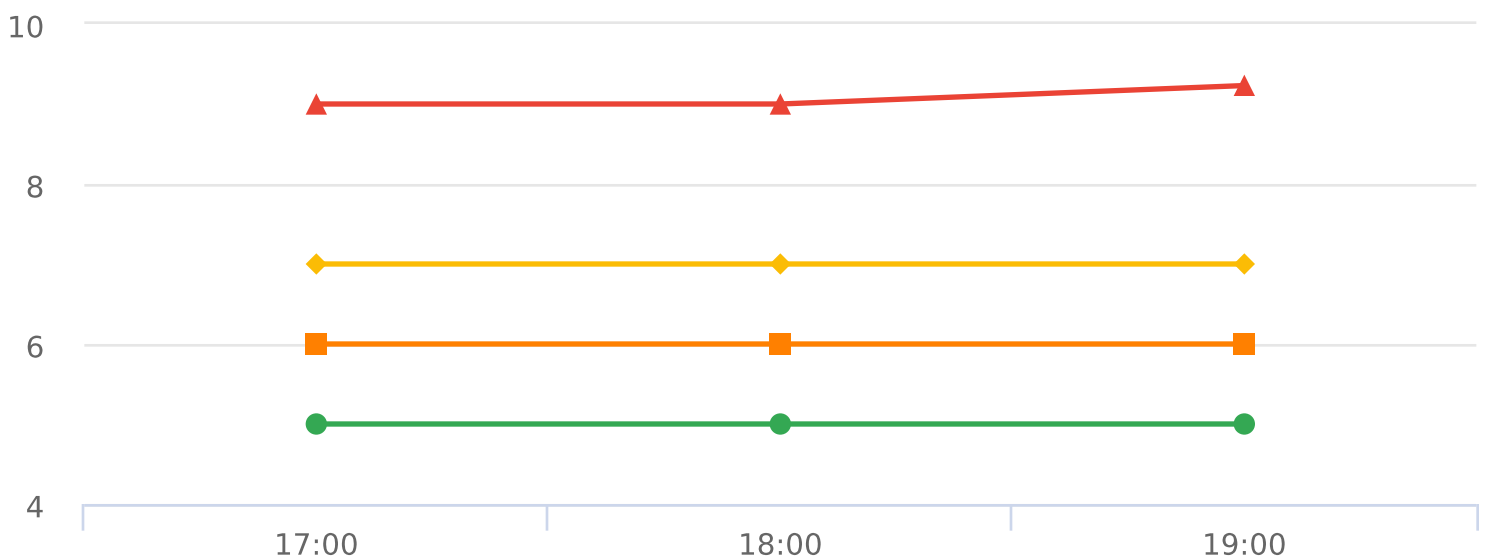
Average Volume per Day: 138.0

Total Volume: 138



● Violators ● Inside Threshold ● Compliant

● Vehicles Slowed ● Other



● Speed Limit ● Average Speed ● 50% Speed ● 85% Speed



Extended Speed Summary

Transfer Station - Parking Lot, NB

Start: 2023-05-03

End: 2023-05-03

Times: 17:00-19:59

Violation Threshold: Speed Limit + 5

Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
17:00	Dependent Messages	5	74	5	6.8%	74.0	5.0	6	12	7.0	6.0	9.0	28.0%
18:00	Dependent Messages	5	51	4	7.8%	51.0	4.0	6	12	7.0	6.0	9.0	18.0%
19:00	Dependent Messages	5	13	1	7.7%	13.0	1.0	6	12	7.0	6.0	9.2	23.1%
Total Volumes/ Avg			138	10	7.2%	138.0	10.0	6	12	7.0	6.0	9.1	23.0%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			138	10	7.2%	138.0	10.0	6	12	7.0	6.0	9.1	23.0%



Extended Speed Summary

Transfer Station - Parking Lot, NB

Start: 2023-05-06

End: 2023-05-06

Times: 7:00-14:59

Violation Threshold: Speed Limit + 5

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 1

Speed Limit: 5

Average Speed: 7.73

50th Percentile Speed: 6.78

85th Percentile Speed: 9.58

Pace Speed Range: 4-14

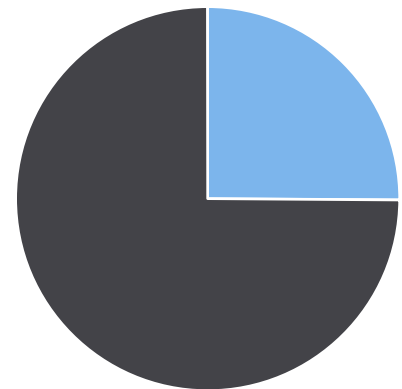
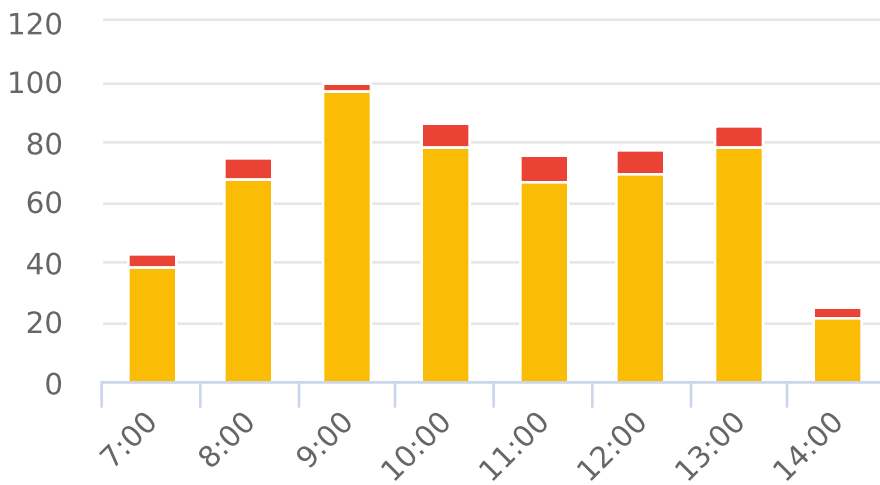
Minimum Speed: 6

Maximum Speed: 19

Display Mode: Dependent Messages

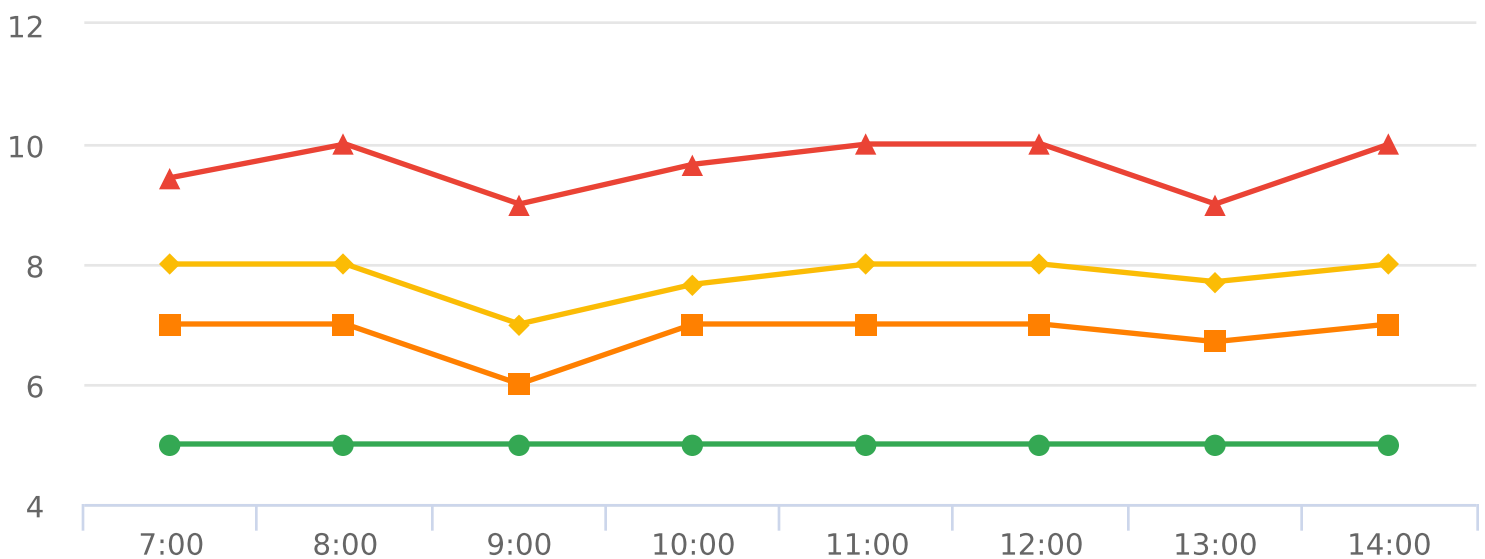
Average Volume per Day: 567.0

Total Volume: 567



● Violators ● Inside Threshold ● Compliant

● Vehicles Slowed ● Other



● Speed Limit ● Average Speed ● 50% Speed ● 85% Speed



Extended Speed Summary

Transfer Station - Parking Lot, NB

Start: 2023-05-06
End: 2023-05-06
Times: 7:00-14:59

Violation Threshold: Speed Limit + 5
Speed Range: 1 to 150

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
7:00	Dependent Messages	5	43	5	11.6%	43.0	5.0	6	12	8.0	7.0	9.4	25.5%
8:00	Dependent Messages	5	75	7	9.3%	75.0	7.0	6	13	8.0	7.0	10.0	32.0%
9:00	Dependent Messages	5	100	3	3.0%	100.0	3.0	6	12	7.0	6.0	9.0	26.0%
10:00	Dependent Messages	5	86	8	9.3%	86.0	8.0	6	19	7.7	7.0	9.7	32.6%
11:00	Dependent Messages	5	76	9	11.8%	76.0	9.0	6	18	8.0	7.0	10.0	28.0%
12:00	Dependent Messages	5	77	8	10.4%	77.0	8.0	6	12	8.0	7.0	10.0	17.0%
13:00	Dependent Messages	5	85	7	8.2%	85.0	7.0	6	13	7.7	6.7	9.0	18.8%
14:00	Dependent Messages	5	25	4	16.0%	25.0	4.0	6	13	8.0	7.0	10.0	12.0%
Total Volumes/ Avg			567	51	9.0%	567.0	51.0	6	19	7.8	6.8	9.6	24.0%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			567	51	9.0%	567.0	51.0	6	19	7.8	6.8	9.6	24.0%

Janis Jalbert

From: Chester Recreation <director@chesternhrec.org>
Sent: Thursday, May 11, 2023 9:42 AM
To: Janis Jalbert
Subject: Fwd: town field users

Hi Janis,

Here is the correspondence received from the SAU for the Selectboards information. I have not heard back from Chester Baseball and Softball Association as of yet. They were due to meet this week and get back to me. Busche Academy paid their portion the day I sent the email. Thanks

Corinna Reishus, Recreation Director/Facilities Manager
Town of Chester, 84 Chester Street, Chester, NH 03036
603-887-3636, x100 / director@chesternhrec.org
<https://www.chesternh.org/recreation-department>

----- Forwarded message -----

From: Chester Recreation <director@chesternhrec.org>
Date: Wed, May 10, 2023 at 3:34 PM
Subject: Re: town field users
To: Locke, Sharon <lockes@sau82.org>
Cc: Royal Richardson <richardsonr@chesteracademy.org>, Zachary Champion <championz@chesteracademy.org>, TA Debra Doda <DDoda@chesternh.org>, Dana Theokas <dtheokas@chesternh.org>, Steve Couture <scouture@chesternh.org>

Thank you for your email Sharon, I will forward to the BOS for their reference and include the liaisons onto this email.

For some additional background information, the fencing issue came up at a meeting prompted by a member of the school board. I informed everyone at that meeting that the fields are not under the recreation budget for the town. However, I did take everyone's input, including the former principal, athletic director and the school board representative, that this was a safety concern and the children could possibly hurt themselves on the fence. As such, recreation was able to add this item onto the Capital Improvement Plan for the town. At that time the estimate was a little lower than the actual cost. As Recreation had Impact Fees available we felt that safety was the most important and moved the project to the top of the list rather than denying usage. Recreation also did not go to the townspeople as a CIP Warrant Article as we had the Impact Fees available. Unfortunately with the increase since the original quote for the project came above the amount on the CIP and the fact that Recreation does not have a budget line item for fields the Selectboard requested that I reach out to the various users to help with the costs over the approved amount.

The decision to not charge usage for town land falls under the Selectboard as the owner of the property. If we do charge for field usage, the recreational immunity for outdoor recreation activities would be removed. Any change for usage would fall under the Selectboard to make.

I appreciate your review and response and as stated I will forward along to the Selectboard.

Regards,

Corinna

Corinna Reishus, Recreation Director/Facilities Manager
Town of Chester, 84 Chester Street, Chester, NH 03036
603-887-3636, x100 / director@chesternhrec.org
<https://www.chesternh.org/recreation-department>

On Wed, May 10, 2023 at 12:46 PM Locke, Sharon <lockes@sau82.org> wrote:

Hi Corinna,

Unfortunately, the school district is not supportive of paying for budget expenses for the recreation department. As you are aware, the rec. department uses our gym during basketball season and we do not charge you for the overtime we end up paying custodians nor the upkeep of our gym, or utility costs. As municipal partners, it does not make sense to continually exchange charges to one another. If expenses need to be covered that are above what you have budgeted, I would again suggest that you should be looking to the "for-profit users" of the field for donations to cover those expenses as they are actually profiting because they are using our town fields.

Respectfully,
Sharon Locke

On Tue, May 9, 2023 at 11:41 AM Champion, Zachary <championz@chesteracademy.org> wrote:

FYI, request sent over from the rec department via the Board of Selectmen in town.

----- Forwarded message -----

From: **Chester Recreation** <director@chesternhrec.org>
Date: Thu, May 4, 2023 at 11:37 AM
Subject: town field users
To:

Hello field users,

As you know, after our walk around last spring one of the major concerns was the safety of the fence at Town Fields. Recreation was able to add this project to the CIP for a total of \$11,283.36. Recreation has received approval from the Selectboard to use the Recreation Impact Fees for this project.

The cost of the fence repairs is \$11,850.00 in addition to the cost of the fence guard of \$920.36 for a total of \$12,770.36. This leaves a balance due in the amount of \$1,487.00. The Selectboard has recommended that I request assistance to pay the balance of the project from the users of the fields. If we split this amount in three, the amount of this request would be \$495.67 per user.

Please let us know if you are able to assist with this expenditure. If I have forwarded the request to the incorrect person can you please let me know and/or forward along. Much appreciated.

On a separate note, now that the season is underway, I would like to set a time for all of us to meet and target any additional items of concern. If there are any days/times that work best please let me know. I will plan to send a few possible meeting options next week.

I look forward to hearing from you.

Regards,

Corinna

Corinna Reishus, Recreation Director/Facilities Manager
Town of Chester, 84 Chester Street, Chester, NH 03036
603-887-3636, x100 / director@chesternhrec.org
<https://www.chesternh.org/recreation-department>

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"Together We Learn, Grow, and Thrive!"

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Together, We Learn, Grow, and Thrive!