

9/26/16 BOS mtg

Andria Hansen

From: Boyd Chivers [boydchivers@gmail.com]
Sent: Thursday, September 15, 2016 4:18 PM
To: Suzie Young; Scott Komisarek; Russ Dann; Mark Laliberte; Andria Hansen
Subject: Fwd: Candia Phone System Quote

To Board members and Andria:

Here is a summary of the advantages of a replacement phone system for all town phones. We'll discuss this at our next selectmen's meeting. Please review in preparation. Thanks, Boyd

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

From: Mike Ebbett <mike@block5.com>
Date: Thu, Sep 15, 2016 at 1:54 PM
Subject: RE: Candia Phone System Quote
To: Boyd Chivers <boydchivers@gmail.com>

Hi Boyd.

Do not propose this as a cost savings effort. This is, in fact, the truth. The Candia phone system is ancient and greatly in need of replacement.

This is the main reason a new phone system is being considered.

Second point to make is the added benefit from the features found in our system:

- The new phone system will add modern phone system features and add efficiency to the town's operations.
- The new phone system is highly available. Even if you lose power or internet, people can still call and reach the town and it's personnel.
 - o This could be huge for police and fire – if either loses power, they can still always be reached.
- Voicemail to email – convenience
- Unlimited conference lines - no extra charge or licensing fees
- All electronic faxing included – no extra charge or licensing fees
- Follow me – finds users on cell phones / smart phones (when desired)
- All town departments (fire, pd, road agent, etc..) will all be a part of the new system moving forward. Anyone at any location can simply dial the extension of anyone else at other locations.
- Simplified billing and management – one company manages your phone service, phone system and all users.

Attachment from Candia Selectmen's Meeting on 9/26/2016

Third point to make is cost savings:

- Save nearly \$1200.00 yearly on operational expenses, i.e.: phone bill
- Block5 only charges for the hardware (phones) you are purchasing and then a modest project charge for configuring the system, the phones and training it's users.
- The phone system itself is free. It includes all features you would ever need and there are no additional license costs for various features.

Let me know what you think

Mike Ebbett,
President

Block 5 Technologies
office:[877.545.2232](tel:877.545.2232) x100
www.block5.com

From: Boyd Chivers [mailto:boydchivers@gmail.com]
Sent: Tuesday, September 13, 2016 2:02 PM
To: Mike Ebbett <mike@block5.com>
Subject: Candia Phone System Quote

Hi, Mike:

Thanks for the information and the quote for upgrading our phone system. This is to ask your assistance in promoting this idea among our board members and our budget committee.

A cursory examination reveals a 5 year amortization of our initial investment. We lower our monthly bill by around \$100.00 but it requires an initial investment of \$6647.50 to do so. We save \$1200 per year and it will take just a little over 5.5 years to recover that investment.

How would you propose this deal to our board and to the public? Give me something to run with and we'll do our best. Our budget workshop is this coming Saturday and it would be helpful to have some talking points by then.

Attachment from Candia Selectmen's Meeting on 9/26/2016

You guys recently put on a great show for us when you visited Candia. Help us put on another.

Boyd Chivers

Chairman

Candia Board of Selectmen

Russ Dann

From: Chuck Whitcher <chuck.whitcher@hotmail.com>
Sent: Saturday, September 10, 2016 1:33 PM
To: russd@ewekids.com
Subject: Fw: Asbestos Haul and Disposal Rates

Russ this is the waste management disposal rates for the asbestos, if we use Silver environmental, I will send that proposal next. Thanks

Chuck

From: Nocella, Jim <jnocella@wm.com>
Sent: Thursday, September 8, 2016 6:52 AM
To: chuck.whitcher@hotmail.com
Cc: Irwin, Sean; Boyer, Roy
Subject: Asbestos Haul and Disposal Rates

Good Morning Chuck

As discussed, here are the rates for the transportation and disposal of the non-friable asbestos.

1. Haul Charge - \$400.00 – Includes up to 30 mins on site to live load container and haul directly to asbestos cell at Turnkey Landfill in Rochester, NH
2. Disposal Charge - \$110.00 per ton – 1 ton minimum – includes all handling charges for disposal at Turnkey Landfill
3. Liner Charge - \$75.00 – poly liner for roll-off container. Asbestos to be wrapped and then placed in poly liner and sealed.

Once pricing is approved and you authorize the work, Sean will work with you to complete the required waste profile to approve disposal at Turnkey. Work can be schedule 48 hours from receipt of all approvals.

Thanks and let me know if you have any questions.

James Nocella
Area Manager, New England
Public Sector Solutions
jnocella@wm.com

Waste Management
26 Patriot Place, Suite 300
Foxboro, Ma 02035
Cell 617 590 8229

Recycling is a good thing. Please recycle any printed emails.

AGREEMENT

09/02/2016
3347

Customer: Candia Recycling Center - Chuck Whitcher



Address: 29 Deer Run Road

City/State/Zip: Candia, NH 03034

HM Phone: 603-483-2892 WK Phone:

Cell Phone: 603-560-4441 chuck.whitcher@hotmail.com

I/We the undersigned owners of the property described above, authorize DR. ENERGY SAVER SEACOAST to furnish and install all materials and labor as defined below according to the following specifications and subject to the conditions of the premises.

Spray foam

A11-1d Closed Cell - Drum Foam - Install avg 2.5" Closed Cell Spray Foam Insulation according to Repair #A11-1D by removing the metal wall panels on the outside of the office area only as discussed, removal of the existing fiberglass insulation for disposal on site and reinstallation of the existing metal wall panels after the application of the closed cell spray foam. This project is contingent on outside weather conditions which may impact install schedule. \$7,992

Removal and reinstallation of the metal wall panels may cause some distortions and unevenness in the panels that we are not responsible for.

(880) (1760) Closed Cell insulation - Drum Foam

Safety note: No one is allowed in the immediate work area to include the office space during the application of the spray foam.

Total for Spray foam: \$7,992

Proposal Authorization: Contractor proposes to supply the products and services for the amount listed and to furnish the labor and materials needed to complete the work ("Work").

The Work described above and the Terms and Conditions printed on the back side of this page are understood and accepted by you, the Buyer, and are made part of this Agreement. You agree to purchase the work and provide full payment upon completion. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION THAT IS ATTACHED TO THIS AGREEMENT FOR AN EXPLANATION OF THIS RIGHT.

Customer Initials _____

DR. ENERGY SAVER SEACOAST, BY D.F. RICHARD ENERGY

Buyer's Signature: _____

Contractors Signature: _____

Greg Hede

Buyer's Signature: _____

Date of Transaction:

Date:

Start Date: _____

Completion Date: _____

Notice of Cancellation Date: _____

business days after date of transaction)

(Three

TERMS AND CONDITIONS

Contractor may also be referred to as "we", "us", or "our", and Buyer may also be referred to as "you" or "your".

1. Work – This is a contract to supply only the Work specified above. Any other products or services supplied will be at our normal rates and terms. You authorize us to do the Work, will cooperate as required, and agree to provide reasonable access to the Premises. You will supply all other necessary services such as electricity, light, and water. All Work will be completed according to standard practices. We may subcontract all or any part of the Work. Additional work required to correct for unforeseen pre-existing conditions will be at your expense. We will not be liable if an event beyond our reasonable control delays or prevents us from doing the Work. We have sixty (60) days to remedy any problem after we receive written notice of it. All Products are to be used for their intended purpose, your use of them constitutes acceptance, and we will not be liable for any damage resulting from use.

2. Payment – You agree to pay us in full for all amounts due, including sales taxes, promptly upon completion of the Work. Outstanding balances will accrue interest at eighteen percent (18%) per annum (1.5% per month) until paid. You agree to place a deposit with us upon signing. If credit or payment terms are agreed to, then you authorize us to obtain any information regarding your credit history. All Products will remain our property until we have received payment in full. Failure to make full payment on time will entitle us, in our sole discretion, to remove all Products and/or materials, including those in use.

3. Limited Warranty – All Services will be performed with good or new materials in a good workmanship like manner. All Products supplied will include any related manufacturer issued warranties. We will not be responsible for any Product defects, unless we provide an additional written promise. All Services performed and materials supplied will be free from defects for one (1) year after the installation date. This warranty is effective upon payment of all sums due and is transferable to subsequent owners of the Premises, if we are notified in writing within thirty (30) days after transfer. Unless a separate written guaranty or warranty is specifically provided this is the only warranty that applies and is made in lieu of all other representations, guarantees, and warranties, expressed or implied. We agree to repair or replace, in our sole discretion, any defective Services or materials, if we receive written notice of such defects by certified mail, and we verify that such defect exists. We specifically disclaim all other warranties, express or implied, including, without limitation, the warranty of merchantability and fitness for a particular purpose.

4. Premises – You warrant that the Premises are not in violation of any building codes, ordinances, or statutes and that there is no asbestos or other hazardous material ("HazMat") on the Premises; we rely on your warranty. If any HazMat is found on the Premises, we may stop the Work, and you agree to have it properly removed or addressed as legally required. You will be solely responsible for such HazMat, including all identification, abatement, cleanup, and all handling, and we will have no responsibility or liability in any regard. We are not liable for any damage to the Premises or to any personal property, unless caused by our gross negligence. Damage claims may not be offset against any balance due under this Agreement; such claims must be handled as a separate matter.

5. Cancellation – We may cancel this Agreement at any time and without liability for any Work performed or to be performed, and return your money, except for any amounts already used or committed for the Work. For Work performed beyond payments received, you agree to pay us for time and materials at our standard rates and terms through cancellation and to pay all invoices upon receipt. You may not cancel this Agreement after the Notice of Cancellation period nor prevent or delay us from performing the Work.

6. Remedies – You waive the right to a jury trial and agree to pay us all court costs, reasonable attorney fees, and all other expenses incurred to collect any sums due us or to protect our legal rights. We are not liable for any consequential, incidental, indirect, punitive, treble, speculative, or special damages of any kind whatsoever, and you may not bring any action against us more than two (2) years after the Date of Transaction.

7. Changes and Interpretation – A writing signed by both you and us is required for any change orders or changes to this Agreement, and all new costs will be your responsibility. You may not transfer your rights or obligations under this Agreement without our express prior written consent. The laws and courts of the state in which we maintain our principal

Customer Initials _____

place of business apply exclusively, and the invalidity of some provisions of this Agreement will not affect the enforceability of the rest.

8. Disclaimer – While all Work performed is known to reduce energy use, you understand that we have not promised any specific reduction or financial savings, unless a separate written guaranty is provided, and that all such reductions and savings will vary depending upon the conditions before or after the Work, occupant behavior, and energy prices. While believed to be accurate, all tax credits, rebates, and other governmental incentives listed on the Agreement are provided only for your convenience, and we do not represent or promise that they are available, that they apply to the Work provided under this Agreement, or that you will receive any specific amount. Other than any instant rebates that we deduct from the total amount due, you are responsible for applying for all such tax credits, rebates, and other governmental incentives, and we have no responsibility or liability for them in any regard.

9. Independent Status – You acknowledge and agree that we are an independently owned and operated franchise, as identified on the first page of this Agreement, and that franchisor Dr. Energy Saver, LLC and its affiliates do not own or operate this business and are not responsible for it, or for the products and services we provide (regardless of location), or for our relationships with our customers, vendors, or other third parties.

10. Entire Agreement – This Agreement (and all attachments) contain the entire, final agreement between you and us, and supersedes all prior written and oral agreements, proposals, and understandings. You (i) have had the opportunity to review it with an attorney of your choice, (ii) have read and understood each part, (iii) are satisfied with all of its provisions, and (iv) affirm that neither we, nor any of our representatives, have made, nor have you relied on any other representations or promises, oral or otherwise, that are outside this Agreement. All waivers must be in writing to be effective.

NOTICE OF CANCELLATION

Date of Transaction: _____ You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the contractor of your Cancellation Notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the contractor regarding the return shipment of the goods at the contractor's expense and risk.

If you do make the goods available to the contractor and the contractor does not pick them up within twenty days of the date of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice not later than midnight of: _____ to us at the address below.

I hereby cancel this transaction:

Buyer's Signature: _____

Customer Initials _____