

Attachment from Candia Selectmen's Meeting on 8/14/2017

2017 GRANTS - April - July				DOES THIS NEED TO BE NOTICED?	RSA 31:95-BIII(a)
Check Date	From	Check Number	Check Amount	Grant	Account Number
04/20/17	State of New Hampshire	2581820	736.61	Fire Dept VFA Grant - <i>1/2 of actual cost</i>	01-3359-24-000
04/24/17	State of New Hampshire	2582865	22,337.53	Highway Block Grant BLK FY17 QTR4	01-3353-00-000
06/01/17	State of New Hampshire	2600499	433.32	PD Training Grant Reimb - <i>max reimbursement</i>	01-3359-24-000
07/25/17	State of New Hampshire	2631906	96,707.76	Highway Block Grant Aid SB#*	
Total			120,215.22		

Attachment from Candia Selectmen's Meeting on 8/14/2017

2017 DONATIONS - 2nd QTR						
<u>Date</u>	<u>Donated From</u>	<u>Check Number</u>	<u>Donation Amount</u>	<u>Fuel Asst.</u>	<u>Moore Pk Field Benches</u>	<u>Candia Vol Fire Dept</u>
04/12/17	Candia Community Woman's Club CCWC	854	350.00	350.00		
05/05/17	Candia Community Woman's Club CCWC	859	685.00		685.00	
06/05/17	Candia Volunteer Firefighters Association		10,000.00			10,000.00
	<i>Hydraulic Rescue System which includes generator, hydraulic hoses, spreader tool and cutting tool to extricate or cut patients out of vehicles in service April - May</i>					
Totals			11,035.00	350.00	685.00	10,000.00



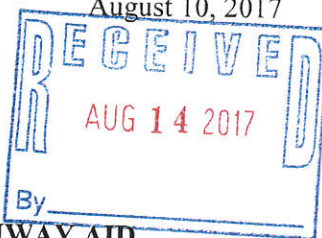
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

Carleton Robie, Chairman of Selectmen
Town of Candia
74 High Street
Candia, NH 03034

August 10, 2017



William Cass, P.E.

Assistant Commissioner

PLEASE READ

C. R.

SY SK RD

RE: SENATE BILL 38 LOCAL HIGHWAY AID

Dear Mr. Robie:

In recognition of the need for improvements to local transportation systems, Governor Sununu and the legislature adopted Senate Bill (SB) 38 which has provided an additional \$30 million to be distributed to the State's 234 municipalities for local highway aid. The Department distributed the funds as a one-time lump sum payment to the municipalities on August 2, 2017. The distribution resulted in a number of questions.

The purpose of this letter is to respond to those questions and provide clarification on the uses and process for receiving and expending the funds.

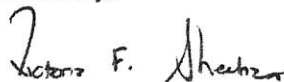
- The additional funding was distributed based on the same formula as Apportionment A of Highway Block Grant Aid as defined in RSA 235:2 Section I.
 - Half of the amount received was based on Class IV and V highway miles in each municipality in proportion to the total statewide municipal Class IV and V highway miles.
 - Half of the amount received was based on the municipal population in proportion to the total state population.
- The uses for SB 38 local highway aid are similar to the Highway Block Grant Aid Apportionments A and B for municipal highway construction, reconstruction or maintenance purposes.
- SB 38 local highway aid is specifically intended to be used for highway purposes that do not already have locally budgeted and approved funding. The funding is not to be used to supplant funds that are already locally budgeted and approved funds for road or bridge maintenance or construction activities.
- For example:
 - SB 38 funding can be used to do additional paving beyond what has approved funding.
 - SB 38 funding can be used for portions of local highways such as sidewalks, drainage, pavement markings, traffic signals, guardrail, bridges, etc.
 - SB 38 funding can be used as the match for municipal bridge projects or phases of projects that do not have local funding already approved.
 - SB 38 funding can be used for equipment necessary and totally dedicated to maintenance of local highways.
 - SB 38 funding cannot be used for municipal needs other than highways.
- The funds are non-lapsing.
- The Senate Bill 38 Distribution can be found at:
<https://www.nh.gov/dot/business/documents/sb-38-bga-distribution071817.pdf>
- Additional information can be found in RSA 234:23 and 234:25 and at the Highway block Grant Aid Description that can be found at:
<https://www.nh.gov/dot/business/documents/bgafunddescriptions.pdf>

SB 38 included provisions enabling municipalities to accept and expend the funds. The NH Department of Revenue Administration (NHDRA) issued the enclosed letter to provide additional information on those provisions and requirements.

NHDOT recommends that municipalities document how the SB 38 funds were expended in anticipation of reporting and/or auditing being required.

Hopefully, we have provided answers to questions you have as you move forward with expending the funds on local highway needs. If you have further questions, please contact the NHDOT Bureau of Planning and Community Assistance at 603-271-3344 or bureau.462@dot.nh.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

VFS/dmp
Enclosure

cc: Honorable Christopher T. Sununu, Governor
Honorable Chuck Morse, Senate President
Honorable Shawn N. Jasper, Speaker of the House
Judy Silva, NHMA Executive Director
Stephen Hamilton, NHDRA
William Watson, NHDOT



John T. Beardmore
Commissioner

Lindsey M. Stepp
Assistant Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



MUNICIPAL AND PROPERTY
DIVISION
Stephan W. Hamilton
Director

Josephine Belville
Assistant Director

July 27, 2017

Judy A. Silva, Executive Director
New Hampshire Municipal Association
25 Triangle Park Drive
Concord, New Hampshire 03301

RE: SB 38 additional appropriation of Highway Block Grant Funds

Dear Ms. Silva:

Thank you for your recent inquiry regarding the additional appropriation of Highway Block Grant Funds made by the legislature in adopting Senate Bill 38. The Department of Revenue understands that this action has inspired a number of questions which I hope can be answered with the following information:

- The provisions of SB 38 include specific language that allows municipalities to accept and expend these funds under the process provided in RSA 31:95-b regardless of whether they have adopted this local option provision;
- There are specific procedural requirements for accepting that include:
 1. Pursuant to RSA 31:95-b, II (a) the board of selectmen is required to hold a public hearing if the amount of the funds received is \$10,000 or greater;
 2. For amounts less than \$10,000 "the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed." See RSA 31:95-b, II (b); and,
 3. "The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting." See RSA 31:95-b, II (b). (Emphasis added).
- RSA 32:7, IV, provides that money from a state grant for a specific purpose is non-lapsing;
- The money being provided to the municipalities are additional grants under RSA 235:23, I;
- RSA 235:25, provides in pertinent part that, "... the unused balance may be carried over to the following municipal fiscal year and expended for highway construction, reconstruction or maintenance purposes." (Emphasis added);
- This amount of additional grant should not be reported as "Highway Block Grant Revenue" on the municipalities 2017 MS-434 Report of Revised Estimated Revenue;
- As dedicated grant funds, the additional grant will not become part of the unassigned fund balance; and,
- Cities and towns are encouraged to inquire of their accountant or accounting firm to determine the appropriate fund where the money will be placed.

Please let me know if you have any further questions or concerns, and please feel free to circulate this letter to your members.

Sincerely,

Stephan W. Hamilton, Director
Municipal and Property Division

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

August 14, 2017

TOWN OF CANDIA
ROAD AGENT'S REPORT
Month of July 2017

Work Summary:

Graded on Tower Hill Rd., Currier Rd., Podunk Rd., & Donovan Rd.

Storm clean up - trees & shoulder work from various thunderstorms

Patching done as needed



Dennis Lewis, Road Agent

**Candia Volunteer
Fire Department
11 Deerfield Road
Candia, NH 03034
603-483-8588
603-483-0252 fax**

Memo

Date: August 14, 2017
To: Board of Selectmen
Re: Monthly Report

JULY 2017 HIGHLIGHTS

- 1. Regular Truck and Building Maintenance
- 2. Incident Critique
- 3. EMS Training

Candia Volunteer Fire Department

Departmental Activity

Current Period: 7/1/2017 to 7/31/2017, Prior Period: 7/1/2016 to 7/31/2016

00:00 to 24:00

All Stations

All Shifts

All Units

Fire Alarm Responses, Dispatch/Remote Responses, Training Classes,
 Activities (Non-Incident), Occupancy Inspections and Activities, Hydrant
 Insp/Repairs, Hydrant Flow Tests, Equip Maint/Testing, Departmental Events

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Dispatch/Remote Station Incidents*				
EMS Incidents	0	0.00	0	0.00
NFIRS Incidents	0	0.00	0	0.00
	<u>0</u>	<u>0.00</u>	<u>0</u>	<u>0.00</u>
Fire Alarm Situations				
Controlled burning	1	2.40	0	0.00
Cover assignment, standby at fire station,	1	8.90	0	0.00
Electrical wiring/equipment problem	2	9.59	2	3.54
Emergency medical service (EMS) Incident	22	94.39	12	54.92
Extrication, rescue	0	0.00	1	8.84
False alarm and false call, Other	2	0.25	1	1.12
Fire, Other	1	1.35	0	0.00
Good intent call, Other	4	5.92	5	11.40
Hazardous condition, Other	0	0.00	1	8.48
Natural vegetation fire	0	0.00	6	390.57
Public service assistance	0	0.00	1	0.85
Service call, Other	1	1.00	1	59.00
Smoke, odor problem	1	7.54	1	1.26
Structure Fire	0	0.00	1	8.64
System or detector malfunction	2	10.69	1	3.04
Unauthorized burning	1	4.40	1	0.24
Unintentional system/detector operation	1	1.70	2	14.00
Water problem	1	5.25	0	0.00
Wrong location, no emergency found	0	0.00	1	1.35
	<u>40</u>	<u>153.38</u>	<u>37</u>	<u>567.25</u>
Non-Incident Activities				
Association Event	0	0.00	12	60.00
Communications Work/Maintenance	1	1.00	1	6.00
Duty Sunday	19	42.00	14	39.00
Fire Permits (Forestry)	7	9.50	18	29.83
Inspection Activities	3	7.25	4	6.75
Protective Clothing	0	0.00	1	1.75
Public Education	1	2.00	0	0.00

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

Candia Volunteer Fire Department

Departmental Activity

Current Period: 7/1/2017 to 7/31/2017, Prior Period: 7/1/2016 to 7/31/2016

00:00 to 24:00

All Stations

All Shifts

All Units

Fire Alarm Responses, Dispatch/Remote Responses, Training Classes,
 Activities (Non-Incident), Occupancy Inspections and Activities, Hydrant
 Insp/Repairs, Hydrant Flow Tests, Equip Maint/Testing, Departmental Events

Category	Current Period		Prior Period	
	Count	Staff Hrs	Count	Staff Hrs
Non-Incident Activities				
Station Standby - Town Coverage	2	9.00	7	23.00
Station Work	2	3.00	2	4.00
Training	10	20.00	0	0.00
Work Detail	0	0.00	16	43.00
	<u>45</u>	<u>93.75</u>	<u>75</u>	<u>213.33</u>
Permits Issued				
BRUSH Burning Permit	9		15	
SEASONAL Fire Permit	15		14	
	<u>24</u>		<u>29</u>	
Training				
Apparatus Check Procedures	0	0.00	12	30.00
Call Review/Critique	22	21.00	13	19.50
Emergency Medical Services	9	18.00	14	10.50
Nervous System	0	0.00	8	16.00
Pump Training	14	35.00	0	0.00
	<u>45</u>	<u>74.00</u>	<u>47</u>	<u>76.00</u>

* Staff hours for Fire Alarm responses that have an associated EMS alarm record are considered shared hours. Shared hours are posted only with the EMS alarm responses to avoid duplication of staff hours in totals.

No Crime Incident Event Breakdown

Event	Description	Total	%
AAC	Assist-Animal Control Officer	3	00.2
AAP	ASSIST-AUBURN POLICE DEPARTMENT	43	03.4
ACF	Assist-Candia Fire Department/Rescue	114	09.0
ACH	ASSIST-CHESTER POLICE DEPARTMENT	4	00.3
ACP	Animal Complaint	39	03.1
ADP	ASSIST-DEERFIELD POLICE DEPARTMENT	21	01.7
AFG	assist-NH Fish and Game	2	00.2
AHP	ASSIST-HOOKSETT POLICE DEPARTMENT	9	00.7
AOA	ASSIST-OTHER AGENCY	31	02.4
ARP	ASSIST-RAYMOND POLICE DEPARTMENT	11	00.9
ASP	ASSIST-NH STATE POLICE	36	02.8
ATL	ATTEMPT TO LOCATE	0	00.0
CAL	COMMERCIAL ALARM	48	03.8
CAS	Citizen Assist	107	08.4
CRA	Cruiser Accident	0	00.0
CSB	Civil Standby	8	00.6
DCF	Discharge Firearm	3	00.2
DEL	DELIVER MESSAGE	1	00.1
DIS	Disturbance	6	00.5
DOM	DISTURBANCE (DOMESTIC)	17	01.3
LPR	Lost Property	15	01.2
MIP	Missing Person	1	00.1
MOT	Motorist Assist	70	05.5
MVC	Motor Vehicle Complaint (speeding)	67	05.3
NBR	Neighbor Dispute	5	00.4
NIN	911 hang ups (accidental)	5	00.4
NOI	NOISE COMPLAINT	18	01.4
OHR	OHRV complaint	4	00.3
OTH	Other	3	00.2
PIN	Police Information	141	11.1
PS	Paperwork Service (subpoenas,etc)	26	02.1
RAL	RESIDENTIAL ALARM	44	03.5
RHZ	Road Hazard (Wires/Tree Down)	49	03.9
SDA	Suspected Drug Activity	0	00.0
SDT	Sudden Death	0	00.0
SEC	Security Check	60	04.7
SPN	SUSPICIOUS PERSON	12	00.9
SSA	Suspicious Activity	81	06.4
SSV	Suspicious Vehicle	93	07.3
VIN	VIN VERIFICATION	47	03.7
WEL	Welfare Check	23	01.8
---	Not Specified	1	00.1

Grand Total: 1268

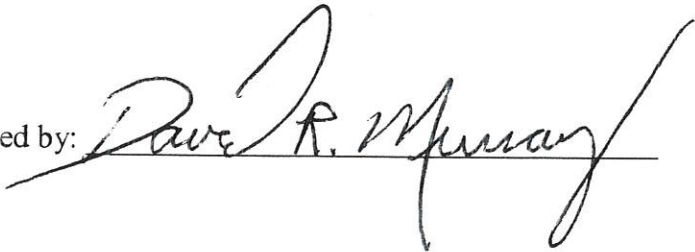
Offenses (State Law) By Month

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>TOTALS</u>
ATTEMPT TO COMMIT ROBBERY	0	0	1	0	0	0	0	1
SIMPLE ASSAULT	0	0	1	0	0	0	0	1
DOMESTIC VIOLENCE; ASSAULT	0	0	0	0	0	1	1	2
DOMESTIC VIOLENCE; Obstructing	0	0	1	0	0	1	0	2
CRIMINAL THREATENING (INTIMIDA	0	0	0	0	1	0	1	2
STALKING	0	0	0	2	0	0	0	2
ATTEMPT TO COMMIT EXTORTION/ B	0	0	0	0	0	1	0	1
ATTEMPT TO COMMIT BURGLARY	0	1	0	0	0	0	1	2
BURGLARY	0	0	0	0	0	1	0	1
WILLFUL CONCEALMENT	0	0	0	1	0	0	0	1
SHOPLIFTING	0	0	1	0	0	0	0	1
THEFT; FROM A MOTOR VEHICLE	0	0	1	0	0	0	0	1
THEFT; ALL OTHER	0	0	0	1	0	1	1	3
UNAUTHORIZED USE OF PROPELLED	0	0	0	1	0	1	0	2
THEFT OF MOTOR VEHICLE	0	0	0	0	0	1	1	2
ATTEMPT TO COMMIT FRAUD	0	0	1	1	3	0	3	8
THEFT BY DECEPTION	0	1	0	0	0	0	0	1
UNLAWFUL SIMULATION OF OFFICIA	1	0	0	0	0	0	0	1
COMPUTER RELATED CRIME; FRAUD	0	0	0	1	0	0	0	1
ATTEMPT TO COMMIT CREDIT CARD	0	0	0	0	1	0	0	1
FRAUDULENT USE OF CREDIT CARD	0	0	1	1	0	0	0	2
COMPUTER RELATED CRIME; WIRE F	1	0	0	0	0	0	0	1
THEFT; EMBEZZLEMENT	0	0	0	0	0	0	1	1
CRIMINAL MISCHIEF (VANDALISM)	0	1	2	2	2	1	5	13
UNLAWFUL DEALING IN PRESCRIPTI	0	0	0	1	0	0	0	1
POSS CD/NARC DRUG W/INT TO DIS	0	0	0	2	0	0	0	2
ISSUING BAD CHECKS	0	2	0	1	0	0	0	3
Driving While Intoxicated (Sec	0	0	0	0	1	0	0	1
DRIVING WHILE INTOXICATED	0	1	1	0	2	2	0	6
AGGRAVATED DRIVING WHILE INTOX	0	0	1	0	1	0	0	2
ALCOHOLISM - PROTECTIVE CUSTOD	0	0	0	0	0	0	1	1
UNLAWFUL POSSESSION OF ALCOHOL	2	0	0	0	0	0	1	3
Transporting Alcoholic Beverag	1	0	1	0	0	1	1	4
LITTERING-UNLAWFUL ACTIVITIES	1	1	1	2	0	3	0	8
VIOLATION OF PROTECTIVE ORDER;	0	0	0	0	0	0	1	1
SAFE SCHOOLS ACT	1	0	0	0	0	0	0	1
LITTERING; PENALTIES	0	0	0	0	0	0	1	1
DISOBEYING AN OFFICER	1	0	1	0	0	0	0	2
NEGLIGENT DRIVING	0	0	0	0	0	0	1	1
DOG CONTROL LAW; RUNNING AT LA	4	1	2	4	3	4	1	19
DOG A MENACE, NUISANCE OR VICI	0	0	1	0	0	1	0	2
BENCH WARRANT	0	0	0	0	0	0	3	3
DEFAULT OR BREACH OF BAIL COND	0	0	0	2	0	1	0	3
FUGITIVE FROM JUSTICE	0	1	0	0	0	0	0	1
SIMPLE ASSAULT	0	0	0	1	0	0	0	1
DOMESTIC VIOLENCE; ASSAULT	0	0	1	0	0	0	0	1
RECKLESS CONDUCT; PLACE ANOTHER	0	2	1	0	0	0	0	3
POSSESSION OF BURGLARY TOOLS	0	1	0	0	0	0	0	1
FALSIFYING PHYSICAL EVIDENCE	0	0	0	1	0	0	0	1
RESISTING ARREST OR DETENTION	0	1	0	0	0	1	0	2
CRUELTY TO ANIMALS	0	1	0	0	0	0	1	2
CHANGE OF ADDRESS; DUTY TO INF	0	0	0	0	0	0	1	1
ATTEMPTED SUICIDE	0	0	0	0	0	0	1	1
SUSPENDED REGISTRATION (OPERAT	0	2	0	1	0	0	2	5
UNREGISTERED VEHICLE	0	0	0	0	0	2	0	2
FALSE INSPECTION OR REGISTRATI	0	0	0	0	0	1	0	1

HABITUAL OFFENDER	0	0	0	0	0	1	0	1
NOTIFICATION TO POLICE OF VEHI	0	1	2	0	0	1	1	5
OPERATING WITHOUT A VALID LICE	1	2	2	2	0	2	0	9
DRIVING AFTER REVOCATION OR SU	0	1	0	0	0	2	4	7
CONDUCT AFTER AN ACCIDENT	0	1	0	0	0	0	0	1
FAILURE TO DIM LIGHTS	0	0	0	0	0	1	0	1
LANE CONTROL	0	0	0	0	0	1	0	1
FAILURE TO USE REQUIRED TURN S	0	1	0	0	0	1	0	2
SPEED - BASIC RULE	1	0	0	0	0	0	0	1
SPEEDING (TYPE I OR II NOT SPE	0	0	0	0	0	2	0	2
RECKLESS OPERATION	1	0	1	1	0	1	0	4
Administrative Review and Hear	0	1	0	0	2	0	0	3
ARREST ON A WARRANT	0	1	0	0	0	1	1	3
REGISTRATION OF SEX OFFENDER R	0	2	3	1	5	4	0	15
TOTALS	15	26	27	29	21	41	35	194

July, 2017
Building Activity Report Summary

	<u>July, 2016</u>	<u>July 2017</u>
Permits Issued	27	32
New Code Enforcement Cases	0	0
Open Code Enforcement Cases	4	3
Code Enforcement Cases Closed	0	0
Inspections Performed	76	66
CO's/CC's & Closed Permits	21	18
Renewed Permits	1	2
.....		
Revenue July, 2016	Revenue July, 2017	
\$1,045.00 + \$15.00= \$1,060.00	\$1,635.00 + Renewals \$82.24 + Additional Sq Footage BP \$358 = \$2,075.24	
Revenue YTD, 2016	Revenue YTD, 2017	
\$10,558.86+ \$1,060.00 = \$11,618.86	\$6,961.48 + \$2,075.24 = \$9,036.72	

Submitted by: 

Date: 8/14/2017

July 2017

The Candia Recycling Center (CRC) land-filled **64.17** tons of Municipal Solid Waste (MSW) during July 2017. The CRC disposed of **51.80** tons of C&D debris at a C&D recycling facility. This gives a grand total of **115.97** tons of waste processed at the CRC in July 2017.

Recycling

Mix paper – 9 bales = 14,443 lbs. = **7.22** tons

Cardboard – 8 bales = 11,416 lbs. = **5.70** tons

Tin Cans – 3 bales = 4,496 lbs. = **2.25** tons

#1-#7 plastics – 3 bales = 3,811 = **1.90** tons

Aluminum cans – 2 bales = 1432 lbs. = **.72** tons.

There were **25** bales of recyclables created during July 2017 which weighed **35,598** lbs. = **17.80** tons. The electronics container was sent out once and weighed **6120** lbs. = **3.06** tons

The CRC recycled approx. **31** tons of material during July 2017. The CRC as 7/12/17, has generated **\$19,598.37** in revenue.

OPTION TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE is granted this 15th day of August, 2017, by and between the Town of Candia, a municipal corporation, located in the County of Rockingham, State of New Hampshire, with a mailing address of 74 High Street, Candia, New Hampshire 03034 (hereinafter "Seller") and Wildcat Land Development Services, LLC, or assigns containing the same principal operators, with a mailing address of 43 Lawson Farm Road, Londonderry, New Hampshire 03053 (hereinafter "Buyer").

1. GRANT OF OPTION. In consideration of receipt of \$3,000 (Three Thousand Dollars), Seller gives and grants to Buyer, on the following terms and conditions, the exclusive option to purchase the real property of the Seller situated in the Town of Candia, known as Map 410, Lots 161, 162 and 162-1, situated at Old Candia Road, Candia, New Hampshire, as described in a deed from the State of New Hampshire, recorded in the Rockingham County Registry of Deeds at Book 4538, Page 2956 (the "Property").

2. OPTION PERIOD. This Option to Purchase Real Estate shall continue in full force and effect for a period of twelve (12) months from the date hereof. The Option Period may be extended by Buyer for two additional twelve (12) month periods by giving written notice of extension to Seller at least thirty (30) days prior to the expiration of the then current option period, and by paying to the Seller the additional sums of \$3,000 (Three Thousand Dollars) for each renewal period, which payment shall extend the Option Period automatically from an additional period of twelve (12) months.

The Parties agree that if at the end of the third option period, the Buyer's Team is currently in the process of seeking Approvals/Permits from the Candia Planning Board, State of N.H. Agencies and/or Federal Agencies, then the Seller shall have the option to either extend this Agreement with Buyer for another 1 year option period at the Seller's cost of \$3,000.00, or allow Buyer to purchase the Property for \$225,000.00 and subject to Section 7. B and 7. C.

3. NOTICE OF EXERCISE OF OPTION. The Buyer may exercise its option by giving the Seller written notice of its intent to exercise the option at any time during the Option Period, but only if the Buyer has secured all local, state and federal permits that are required for the construction of a minimum of 30,000 square feet of commercial or industrial space.

4. RIGHT OF ENTRY AND INSPECTION. Subject to Buyer and/or Buyer's Agents/Representatives/Employees providing evidence of liability insurance to Seller for the acts intended to take place on the Property, Buyer, its agents/representatives and employees may enter the Property for purposes of making measurements, surveys, soil/ wetland investigations, environmental assessments, the removal of timber only as necessary to the tests to be performed and generally examining the premises at Buyer's sole risk and expense. Buyer shall have the right, at Buyer's sole cost and expense, at reasonable times, to perform such reasonable tests, studies and surveys of the Property as it deems appropriate, including soil, water, and subsurface investigation, and other environmental tests and inspections, with the requirement that it provide the results of all such tests, studies and surveys to Seller at end of said time period; provided, Buyer (i) shall defend, indemnify and hold Seller harmless from and against all costs, damages and liabilities arising out of such activities; and (ii) shall, in the event it does not purchase the Property, reasonably repair any and all damage caused by such activity, and (iii) shall provide certificates of such insurance to Seller in form and substance acceptable to Seller. If the results of these tests are unsatisfactory to Buyer, then this agreement shall be null, void, and of no force or effect, at the option of the Buyer.

5. RIGHTS TO PERMIT LAND DEVELOPMENT OF THE PROPERTY. Seller shall grant full permission, authority and rights to Buyer (as Seller's Agent) to perform all necessary permitting associated with the development of THE PROPERTY at no cost to the Seller.

6. CLOSING OF PURCHASE AND SALE. If the option is exercised, the closing date shall be within ninety (90) days of the exercise of the option or within 10 days of the time of the issuance of a building permit, whichever occurs first. Purchaser shall, prior to that ninety (90) day period, satisfy itself that Seller has a clear and marketable title to convey. If, during that period, Buyer discovers defects in the title, then Seller shall have a period of ninety (90) days to clear the title of defects. If Seller is unable to clear defects so specified, then Buyer may, at Buyer's option, terminate this option by giving ten (10) days' notice to Seller, or it may grant the Seller additional time to clear defects or Seller may accept the property as is. Seller shall turn over possession of the property at the time of closing free and clear of any tenants, liens, and encumbrances.

7. PURCHASE PRICE. The Purchase Price of the property shall be:

A. \$225,000 in the event Buyer secures all local, state and federal permits that are required for construction of commercial or industrial space up to 30,000 square feet

B. \$375,000 in the event Buyer secures all local, state and federal permits that are required for construction of commercial or industrial space over 30,000 square feet.

C. Should the Buyer choose to pay \$225,000 as provided in paragraph A, and within ten (10) years of the purchase of the property secures permits which would allow for the construction of over 30,000 square feet of commercial and industrial space, then Buyer or its successors and assigns shall pay an additional \$150,000 to the Seller.

8. **DEED.** On the Closing Date, Seller will give a Quitclaim Deed for the Property to the Buyer, conveying good and marketable title to the Property, subject to restrictive covenants of record, if any, and the restrictions provided in Section 10.

9. **RECORDING FEES AND TRANSFER TAX.** Buyer shall be responsible for all recording fees and transfer taxes which may be assessed with respect to this conveyance, and shall provide all necessary forms to the Town, and shall cause same to be filed, as required by law.

10. **COMMISSION.** The Seller and Buyer agree that there is no brokerage commission, finder's fee, or similar charge in the purchase and sale of this Property that Seller shall be responsible for, and each party agrees to hold the other party harmless against any claim for brokerage, finder's fees, or commissions based upon any alleged act or promise of that party.

11. **LIMITATION ON USES.** Buyer and its successors and assigns shall use the Property in accordance with the Town of Candia Light Industrial 2 (LI-2) Zoning Regulations with the following Limitation on Uses:

A. The site is not to be used for Industrial Condominiums.

B. Businesses located on the Property that utilize ground space for limited outside storage/operations shall be maintained within containment areas subject to Candia Planning Board Regulations.

12. **DOCUMENTS.** In the event that Buyer fails to purchase the Property, Buyer shall provide to the Seller all plans, including site plans, engineering plans, schematics, and reports and studies resulting from its examination of the Property and proposal for development.

13. **AUTHORIZATION.** Seller recognizes that the Board of Selectmen must follow the procedures enumerated in RSA 41:14-a, which may require a special Town Meeting. Therefore, this agreement is subject to the condition that the sale of the Property is contingent upon an affirmative vote of the Board of Selectmen, and a Special Town Meeting, if required, following a public hearing. Should the Board of Selectmen or Town Meeting fail to vote in favor of the sale of the Property, then this Option Agreement shall be null, void and of no force and effect and any payments made shall be refunded to the Buyer.

14. **PRIOR STATEMENTS.** All representations, statements and agreements previously made by the parties are merged in this Agreement, which alone fully and completely expresses their obligations, and this Agreement is entered into by each after opportunity for investigation, consultation with legal counsel, title examination, and examination of the Property, neither party relying on any representations not embodied in this Agreement, made by the other or on its behalf.

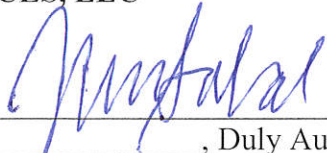
15. **TIME OF ESSENCE.** Time shall be of the essence of this Agreement.

16. **MISCELLANEOUS.** This instrument is to be construed as a New Hampshire contract; it is to take effect as a sealed instrument; sets forth the entire contract between parties; is binding upon and inures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns; and may be cancelled, modified, or amended, only by a written instrument signed by both the Seller and the Buyer.

17. **SURVIVAL OF PROVISIONS.** The provisions of Sections 7, 10 and 11 shall survive the execution of a deed, and shall be binding upon the Parties.

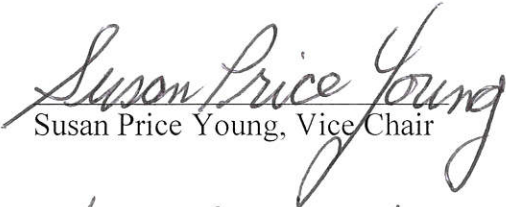
IN WITNESS WHEREOF, the Seller and Buyer have signed this Agreement as of the date first written above.

**WILDCAT LAND DEVELOPMENT
SERVICES, LLC**


By: 
Its _____, Duly Authorized
Member
Joseph M. Sobol

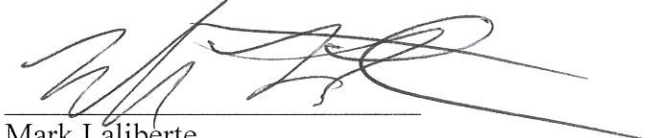
TOWN OF CANDIA
By its Board of Selectmen


Carleton Robie, Chair


Susan Price Young, Vice Chair


Scott Komisarek


Russell Dann


Mark Laliberte

