



KENO Q&A

Chapter 229 of the 2017 New Hampshire Laws (SB 191) provided for additional education grants for school districts that have full-day kindergarten, with the funding for those grants to come, in part, from the proceeds of keno operations. The new law allows businesses that hold liquor licenses—restaurants, hotels, private clubs, and certain other establishments—to operate keno games upon obtaining a license from the liquor commission. However, keno may be operated only in cities and towns that have voted to allow it.

The new law has generated many questions from municipal officials. Below are some questions and answers that we hope will help in understanding the new law.

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Q. How does the new law regarding keno and kindergarten affect municipalities?

A. From a municipal perspective, the new law does two things: (1) It provides funding to school districts for full-day kindergarten, with the intent that the funding will eventually (but not immediately) come from the proceeds from keno operations in the state. (2) It allows each municipality to vote on whether to allow the operation of keno within the municipality.

Q. How does the kindergarten funding work, and what is the connection with keno?

A. Under existing law, state adequate education grants to school districts are based on the “average daily membership in attendance” in each district—essentially, the number of full-time students. The basic grant is \$3,561 per student, subject to certain adjustments. Kindergarten students are counted as “½ day attendance,” even if they attend for a full day. In other words, adequate education grants are provided only for half-day kindergarten—a little under \$1,800 per student.

Under SB 191, for fiscal year 2019 only, the state will distribute an additional \$1,100 (for a total of about \$2,900) for each student attending a full-day kindergarten program. These distributions do not depend on keno revenue.

For fiscal year 2020 and later years, the state will instead distribute an additional one-half share (approximately \$1,800) so that districts are receiving the full grant of \$3,561 for full-day kindergarten students. ***However***, that amount is to be funded by keno proceeds, which will be paid (after certain deductions) into the state’s education trust fund. If the amount of revenue raised through keno is less than enough to fund these additional grants, the grants will be reduced proportionally, but not below \$1,100 per student. Thus, districts will receive a minimum of \$1,100 and a maximum of (roughly) \$1,800 per full-time student, depending the amount of keno revenue.

Q. Must a municipality allow keno in order to receive the full-day kindergarten funding?

A. No. There is no connection between a municipality's allowance (or disallowance) of keno and its receipt of kindergarten funding. If the school district provides full-day kindergarten, it will receive the funding, both for fiscal year 2019 and for later years, regardless of whether the municipality allows keno. The only effect of a given municipality's allowance of keno is a cumulative one: if a municipality chooses to allow keno, and one or more establishments in the municipality subsequently obtain keno licenses, there may be an increase in the total statewide keno revenue that is available to fund kindergarten beginning in fiscal year 2020.

Q. Who determines whether a municipality will allow keno?

A. In a town, the question of allowing keno may be placed on the warrant for an annual town meeting, "and shall be voted on by ballot." In a city, it may be placed on the official ballot for any regular municipal election. If a majority of those voting on the question vote in the affirmative, keno games may be operated within the town or city.

Q. May the question be submitted at a special town meeting?

A. No, the law specifically says "an annual town meeting."

Q. How does it work in a town that doesn't have town meetings?

A. Unfortunately, the legislature appears to have overlooked that question. The legislation provides for placing the question on the ballot at a city election, or on the warrant for a town meeting. No provision is made for a town that does not have a town meeting. Because those towns are governed much more like cities, it would make sense to put the question on the ballot at a regular town election—but the statute does not say that, and we are not prepared to opine that this would be legal. We urge towns without a town meeting to consult with their legal counsel before taking action. In the meantime, an amendment to clarify the law seems in order.

Q. What is the process for getting the question onto the ballot or warrant? Is it up to the governing body, or can citizens petition to have it included?

A. The short answer is either one. Here is the longer answer:

For towns: The new law says the question "shall be placed on the warrant of an annual town meeting under the procedure set out in RSA 39:3." That is the statute that authorizes citizens to submit a warrant article by petition (signed by at least 25 voters or two percent of the registered voters), so one might conclude that *only* the citizens, not the selectmen, may initiate the warrant article. However, RSA 31:131 states, "Any question which an enabling statute authorizes to be placed in the warrant for a town meeting by petition may also be inserted by the selectmen, even in the absence of any petition." Thus, the selectmen may place the question on the warrant at their own initiative, and they *must* place it on the warrant if a valid petition is received under RSA 39:3.

For cities: The new law states that the legislative body (city council or board of aldermen) “may vote to place the question on the official ballot for any regular municipal election, or, in the alternative, shall place the question on the official ballot . . . upon submission to the legislative body of a petition signed by 5 percent of the registered voters.”

Q. So the governing body is not required to put the question on the ballot unless it receives a citizen petition?

A. Correct. In the absence of a citizen petition, the governing body *may* place the question on the ballot (or the warrant), in its sole discretion. If a valid citizen petition is received, the governing body *must* submit the question to the voters.

Q. If the question is placed on the warrant for a town meeting, should it go on the official ballot?

A. It depends. Of course, if a town has adopted the official ballot referendum (SB 2) form of town meeting, *all* questions must go on the official ballot.

In a town with a traditional (non-SB 2) town meeting, the question *may* be, but is not *required* to be, placed on the official ballot. This is because the new law specifies the form of the question and says that it will be “voted on a ballot,” but does not use the term “*official* ballot.” Under RSA 39:3-d, II, any law that prescribes the wording of a question, but does not use the term “official ballot,” is deemed to “authorize, but not require, the use of the official ballot for that question, unless a contrary intent is specified.”

RSA 39:3-d, II, goes on to say that if the question is *not* placed on the official ballot, “the prescribed wording shall be placed in the warrant, and may also be placed upon a preprinted ballot to be acted upon in open meeting in the same manner as a secret ‘yes-no’ ballot.” Although the statute says the question *may* be placed on a preprinted ballot, SB 191 says the question *shall* be voted on by ballot, so there is no discretion. Thus, if the question is not placed on the *official* ballot, it must be voted on by “unofficial” written ballot at the open meeting.

In short, non-SB 2 towns have a choice: put the question on the official ballot, or put it on the warrant and vote on it by written ballot at the open meeting.

Q. What exactly is “the question” that should go on the ballot or warrant?

A. The law states, “The wording of the question shall be substantially as follows: ‘Shall we allow the operation of keno games within the town or city?’”

Q. Must it be stated exactly in that manner?

A. No, not *exactly*. Note that the law says “substantially.” Further, RSA 31:130 states, “The forms of questions prescribed by municipal enabling statutes shall be deemed advisory only, and municipal legislation shall not be declared invalid for failure to conform to the precise wording of any question prescribed for submission to voters, so long as the action taken is within the scope

of, and consistent with the intent of, the enabling statute or statutes.” So, for example, there would be nothing wrong with omitting the words “town or” when the question is placed on the ballot in a city, or omitting the words “or city” on a town meeting warrant.

Q. In an SB 2 town, the question would be placed on the warrant that goes to the deliberative session. May the deliberative session amend the question?

A. No. RSA 40:13, IV(a) states, “Warrant articles whose wording is prescribed by law shall not be amended” at the deliberative session. If the question is placed on the warrant, voters may discuss and debate it as much as they want at the deliberative session, but they may not amend it. The question must go on the official ballot “substantially” as provided in SB 191.

Q. Can the governing body include an explanation of the issue along with the question on the warrant or ballot?

A. No. This would be a supplement to the language required by the law, and is likely to be deemed inconsistent with the requirement that the question be “substantially” in the form stated in the law. If the question is going to be submitted, it should be as stated above, without anything extra. The time for explaining the issue to voters is at the hearing that is required before the vote. It also can be explained as part of the discussion at the deliberative session (in a SB 2 town) or at the town meeting (in a non-SB 2 town).

Q. When is the hearing required to be held? Is it different for a town and a city?

A. For either a town or a city, the governing body must hold a hearing “at least 15 days but not more than 30 days before the question is to be voted on.” Notice of the hearing must be “posted in at least 2 public places in the municipality and published in a newspaper of general circulation at least 7 days before the hearing.”

In a town, the date of the hearing will depend on the session at which the vote will be taken. In an SB 2 town, because the question will be on the official ballot, the hearing must be held 15 to 30 days before the second (voting) session—not before the deliberative session. In a town with a traditional town meeting, if the question is going to be on the official ballot, the hearing must be held 15 to 30 days before the voting session. If, instead, it is going to be voted on by written ballot at the open meeting, the hearing must be held 15 to 30 days before the meeting.

In a city, the hearing must be held 15 to 30 days before the municipal election at which the question will be on the ballot.

In all cases, be sure to post and publish the required notice of the hearing as stated above.

Q. Does the governing body need to hold a hearing before voting to put the question on the ballot or warrant?

A. No, unless the municipality has a charter or rules of procedure that require such a hearing.

Keno excitement is every 5 minutes!

7 days a week from 11 AM to 11 PM!

Take a chance to win even bigger prizes with KENO PLUS!

HOW TO PLAY

1. Fill out a play slip and choose how many "spots" (numbers) you want to play. Choose from 1 to 12 spots, and mark the spot in pencil, or blue or black ink. **DO NOT USE RED INK.**
2. Choose how much you want to wager per game: \$1, \$2, \$3, \$4, \$5, \$10, \$15, \$20 or \$25.
3. Select how many consecutive games you want to play. Choose 1, 2, 3, 4, 5, 10, 15 or 20.
4. Mark your numbers from 1 through 80. The numbers you pick must be equal in number to the number of spots you selected to play. Or, mark Easy Pick and have the lottery terminal randomly select numbers for you.
5. Present your completed play slip with payment to your KENO 603 retailer or use at the KENO 603 self-service terminal. The retailer will print and give you your KENO 603 ticket.

Important: It is the player's responsibility to check the accuracy of all tickets.

6. If you make an error in any of the steps above, discard this play slip and complete a new one.
7. Check the KENO 603 winning numbers on the KENO 603 monitor at your KENO 603 retailer, scan tickets yourself with the lottery ticket checker or visit the KENO 603 game page at nhlottery.com to see if you are a winner!

KENO 603 PAYOUTS											
Prize value based on \$1 wager. For wagers over \$1, multiply the prize amount by the amount wagered.											
Match	Prize	Match	Prize	Match	Prize	Match	Prize	Match	Prize	Match	Prize
12 SPOT GAME		11 SPOT GAME		10 SPOT GAME		9 SPOT GAME		8 SPOT GAME		7 SPOT GAME	
12	\$1,000,000	11	\$500,000	10	\$100,000	9	\$40,000	8	\$15,000	7	\$5,000
11	\$25,000	10	\$15,000	9	\$10,000	8	\$4,000	7	\$1,000	6	\$100
10	\$2,500	9	\$1,500	8	\$500	7	\$200	6	\$50	5	\$20
9	\$1,000	8	\$250	7	\$80	6	\$25	5	\$10	4	\$3
8	\$150	7	\$50	6	\$20	5	\$5	4	\$2	3	\$1
7	\$25	6	\$10	5	\$2	4	\$1				
6	\$5	5	\$1	0	\$2						
0	\$4	0	\$2								
Overall odds 1:15.73		Overall odds 1:7.63		Overall odds 1:9.05		Overall odds 1:6.53		Overall odds 1:5.77		Overall odds 1:4.23	
Match	Prize	Match	Prize	Match	Prize	Match	Prize	Match	Prize	Match	Prize
6 SPOT GAME		5 SPOT GAME		4 SPOT GAME		3 SPOT GAME		2 SPOT GAME		1 SPOT GAME	
6	\$1,600	5	\$450	4	\$100	3	\$30	2	\$5	1	\$2
5	\$50	4	\$20	3	\$4	2	\$2	1	\$1		
4	\$7	3	\$2	2	\$1						
3	\$1										
Overall odds 1:6.19		Overall odds 1:10.34		Overall odds 1:3.86		Overall odds 1:6.55		Overall odds 1:2.27		Overall odds 1:4	

KENO 603 PLUS gives you a chance to increase your KENO winnings by 3, 4, 5 or 10 times. To play KENO 603 PLUS, mark the "KENO 603 PLUS" box on your play slip. **The cost of your wager will double.** KENO 603 PLUS cannot be played separately. If you purchase the additional KENO 603 PLUS for a drawing and win, you may multiply your winnings if a multiplier number (3, 4, 5 or 10) is drawn.

KENO 603 PLUS not available for the 10, 11, or 12 Spot Games.

KENO 603 PLUS PAYOUTS		
EX: Winning Amount based on \$5 prize		
MULTIPLIER	ODDS	PRIZE
NO PLUS	1:1.75	\$5
3X	1:3	\$15
4X	1:15	\$20
5X	1:40	\$25
10X	1:240	\$50

IMPORTANT INFORMATION

- 1. You must be at least 18 years of age to purchase a ticket.
- 2. A ticket is a bearer instrument. The New Hampshire Lottery, retailer or contractors shall not be responsible for lost or stolen tickets. The New Hampshire Lottery or the contractors shall not be responsible for tickets redeemed by retailer in error.
- 3. If more than \$1 is wagered per game, multiply the prize won for the applicable \$1 play by the amount wagered for that game. \$1,000,000 is the maximum amount to win per game.
- 4. With KENO PLUS, \$2,000,000 is the maximum amount to win per game on any one KENO 603 game ticket, regardless of the amount wagered.
- 5. Tickets, transactions and winners are subject to state law, rules and regulations of the New Hampshire Lottery, and tickets are only offered for sale in accordance with the same. Applicable rules are available upon request from the New Hampshire Lottery.
- 6. Only the highest prize won paid per game.

TO CLAIM

- 1. Sign the back of your ticket in the space provided to protect your rights.
- 2. If your prize for an individual wager is less than \$600, take your ticket to any NH Lottery retailer for validation and payment.
- 3. If your prize for an individual wager is \$600 or more, claim **must** be made at NH Lottery HQ in Concord, NH.
- 4. For further prize claim information, visit nhlottery.com.

Please Play Responsibly
Gambling problem? Visit nhproblemgambling.org

Miss Auburn's Outstanding Te

Emily Spencer of Bedford will be competing for the title of Miss NH Outstanding Teen 2018, at the 14th annual competition.

The Miss New Hampshire's Outstanding Teen Competition is Saturday, Feb. 10, and Sunday, Feb. 11, at Pinkerton Academy, Stockbridge Theatre, 5 Pinkerton



Emily Spencer

at Bedford High School, where

St., Derry.

Spencer earned the local title of Miss Auburn's Outstanding Teen in August. She is a junior

she is president of the Club and an active member of the National Honor Society.

With a platform of "Sports, Everyone Gets into Sports," Spencer actively donates

Hillside Baptist Church sets services

PEMBROKE - According to the groundhog, it's going to be cold until spring!

On Sunday, Feb. 11, join the Hillside Baptist Church at 9:30 a.m. for Sunday school in a casual setting as we continue the study series on the three missionary journeys of the apostle Paul, as recorded in the Book of Acts.

At the 10:45 a.m. worship service, Dr. Jim Robertson presents the morning message.

On Wednesdays at 6:30 p.m., a new Bible Study group meets weekly.

Hillside Baptist Church is at 547 Pembroke St., Pembroke. A ramp is located at the rear entrance. Stay for complimentary coffee, pastry and fellowship after the service.

For more information, call the church office at 224-6972, or visit www.hillside-sbc.org.

Use the online Feedback form to contact the church.

PUBLIC HEARING

The Candia Board of Selectmen will hold a public hearing at their regular scheduled meeting on Monday, February 26th, 2017 at 7:00 p.m. regarding the question of permitting the operation of the NH Keno 603 game at qualifying establishments within the town on the March 13th, 2018 election ballot.


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669-1955 RufftoFluff.com





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GENERA

Andria Hansen

From: Susan Wilderman [susanwilderman@gmail.com]
Sent: Tuesday, February 20, 2018 8:45 PM
To: Andria Hansen
Subject: Request to be placed in the Selectman Agenda
Attachments: Fowler Candia Plat Revised.pdf; Fowler Chester Road CE 20180207 Clean.doc; FowlerAerialPhotos2015Baseline.pdf

Hello Andria,

Back in October (23rd meeting) I spoke with the Select Board about the potential Fowler Donated Easement in which the Conservation Commission would be assisting with the transaction costs (See October 23 Selectman minutes). The board was in favor of this process moving forward and the now the easement language has been written and we are ready to come report where the project stands.

If I could be added to next Monday's agenda that would be appreciated.

Attached is: (1) a copy of the Easement (2) Map of the project and (3) aerial map of the project

Thank-you,

Susan Wilderman



THIS IS A NON-CONTRACTUAL
CONVEYANCE PURSUANT TO NEW
HAMPSHIRE RSA 78-B:2 AND IS
EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX.
(Use if full gift)

THIS IS A TRANSFER TO AN
INSTRUMENTALITY OF THE STATE
AND IS EXEMPT FROM THE NEW
HAMPSHIRE REAL PROPERTY
TRANSFER TAX PURSUANT TO RSA
78-B:2, I. THIS TRANSFER IS ALSO
EXEMPT FROM THE LCHIP
SURCHARGE PURSUANT TO RSA
478:17-g, II(a).]

**CONSERVATION EASEMENT DEED
AND DEED RESTRICTION**

**EDWARD H. FOWLER AND RUTH S. FOWLER, AS TRUSTEES OF THE
FOWLER FAMILY TRUST, DATED JULY 27, 1994**, having a mailing address of 302
Chester Road, Town of Candia, County of Rockingham, State of New Hampshire 03034
(hereinafter referred to collectively as the "Grantor", which word where the context requires
includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's
executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

BEAR-PAW REGIONAL GREENWAYS, a New Hampshire not-for-profit
corporation, situated in the County of Rockingham, State of New Hampshire, with a mailing
address of Post Office Box 19, Deerfield, New Hampshire 03037, having been determined by the
Internal Revenue Service to be an income tax exempt, publicly supported corporation,
contributions to which are deductible for federal income tax purposes pursuant to the United
States Internal Revenue Code (hereinafter referred to as the "Grantee", which shall, unless the
context clearly indicates otherwise, include the Grantee's successors and assigns), and with an
Executory Interest (as described in Section 9, below) to the **TOWN OF CANDIA**, a municipal
corporation organized and existing under the laws of the State of New Hampshire, with a mailing
address of 74 High Street, Candia, New Hampshire 03034 (sometimes referred to as the "Town",
and otherwise hereinafter referred to as the "Executory Interest Holder"),

the CONSERVATION EASEMENT (herein referred to as the "Easement") hereinafter
described with respect to that certain parcel of land (herein referred to as the "Property"), being

original

unimproved land consisting of approximately 31.36 acres situated on Chester Road in the Town of Candia, County of Rockingham, State of New Hampshire, as shown on a plan entitled “Plat of Conservation Easement, Land of the Fowler Family Trust, Edward H. Fowler and Ruth S. Fowler, Trustees, Map 414 Lot 75-2, 302 Chester Road, Candia, New Hampshire”, dated November 8, 2017 and revised through November 17, 2017, prepared by Stephen P. Perron, LLS 843 (herein referred to as the “Plan”), to be recorded herewith, and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof, and

the DEED RESTRICTION (hereinafter referred to as the “Deed Restriction”) hereinafter described with respect to that certain parcel of land (herein referred to as the "Excluded Area" or “Area Excluded from Conservation Easement”) adjacent to the Property, with any and all buildings, structures, and improvements thereon, consisting of approximately 2.05 acres, situated on Chester Road in the Town of Candia, County of Rockingham, State of New Hampshire, as shown on the Plan, and more particularly bounded and described in Appendix “B” attached hereto and made a part hereof.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (herein referred to as the “Purposes”) for the public benefit:

- A. The enhancement and enlargement of 400 acres of protected land that is near by the Property, said other land including the Fordway Brook Preserve, the Emerson Marsh properties, the Fowler easement on Palmer Road, and the Sanborn easement;
- B. The preservation and conservation of open spaces, particularly the conservation of the productive forestland and wetland of which the Property consists and of the wildlife habitat thereon, and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products;
- C. The preservation and conservation of significant wildlife habitat, as identified in the New Hampshire Fish and Game Wildlife Action Plan;
- D. The scenic enjoyment of the general public, including more than 500 feet of undeveloped frontage on Chester Road;
- E. The preservation of the quality of groundwater and surface water resources on and under the Property;

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2004 Master Plan of the Town of Candia, which includes among its goals the following:

- The responsible stewardship and sustainable use of Candia’s natural resources in a manner that protects and enhances the town’s natural environment for the benefit of current and future generations;

- Encourage an integrated land protection strategy that links the most sensitive areas of town to protect fragile and other important features, including groundwater resources, surface waters and important wildlife habitat, forest blocks of un-fragmented areas > 500 acres, recreation resource lands (near villages), and greenways (including Bear Paw Regional Greenway) through land acquisition/conservation, education, application of “best management practices”, and/or “low-impact development” strategies;

and, with the clearly delineated open space conservation goals and/or objectives as stated in the 2001 Open Space Plan of the Town of Candia, which includes among its goals the following:

- To preserve Candia’s scenic beauty, rural character and significant natural and cultural resources today and for future generations;
- To protect and preserve remaining open space, including agricultural land, forested land, wildlife habitat, and recreational land;
- To protect and manage for sustainability the Town’s natural resources...;
- To protect environmentally sensitive areas in the Town, including watersheds, aquifers, floodplains, wetlands and steep slopes;

and, with New Hampshire RSA Chapter 79-A, which states:

It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources.

These purposes and the characteristics of the Property are also consistent with the conservation goals of the Grantee, including:

- The protection of conservation land within large contiguous blocks of unfragmented lands in southeastern New Hampshire;
- The protection of prime agricultural soils and forestland;
- The protection of surface waters, groundwater and wetlands; and
- The protection of habitat for native plant and animal species.

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the Reserved Rights specified in Section 3, below.)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, and except as further specified below, "agriculture" shall include orchard, animal husbandry, floricultural, and horticultural activities; the production of plant and animal products for domestic or commercial purposes; and the cutting and sale of products produced on the Property of the Grantor (such as pick-your-own fruits and vegetables and maple syrup), including the sale of products which are produced locally (such as fruits, vegetables, maple syrup and small craft items), provided that all the products produced on the Property make up at least 35% of the revenue of any farm stand, all as not detrimental to the purposes of this Easement.

ii. For the purposes hereof, "forestry" shall include the planting, growing, cutting and sale of forest trees of any size capable of producing timber or other forest products; the production and sale of products including Christmas trees and maple syrup; those forest practices employed primarily to enhance or protect wildlife habitat; and the construction of roads or other access ways for the purposes of removing forest products from the Property and for improving noncommercial recreation opportunities.

iii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with the then-current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, USDA Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. No management activity shall be undertaken in a manner that is detrimental to the Purposes of this Easement.

iv. Forestry shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then current, generally accepted best management practices for the sites, soils and terrain of the Property. (For references, see *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (New Hampshire Forest Sustainability and Standards Work Team, 1997) or similar successor publications.) Forestry shall be performed, to the extent reasonably practicable, in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement:

- Maintenance of soil productivity;
- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of wildlife habitat;
- Maintenance or enhancement of the overall quality of forest products;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features; and
- Conservation of native plant and animal species, and natural communities.

v. Forestry on the Property shall be performed in accordance with a written forest management plan prepared by a forester licensed by the State of New Hampshire. Should such licensed professionals not exist, said plan may be prepared by another similarly qualified person, said person approved in advance and in writing by the Grantee. The plan shall include a

statement of landowner's objectives and specifically address the long-term protection of those values for which this Easement is granted, as described in Section 1, above. Said plan shall have been prepared not more than ten (10) years prior to the date that any harvesting is expected to commence, or shall have been reviewed and updated as required by said forester at least thirty (30) days prior to said date.

vi. At least thirty (30) days prior to the commencement of commercial harvesting activities, the Grantor shall submit a written certification to the Grantee, signed by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. The Grantee may request the Grantor to submit the plan itself to the Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forestry activities in compliance with this Easement, and that the actual activities on the Property will determine compliance therewith.

vii. Commercial timber harvesting shall be conducted in accordance with said management plan and be prepared and supervised by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee.

B. The Property shall not be subdivided. The Grantor further covenants and agrees not to undertake any action that would have the effect of subdividing or conveying any part of the Property.

C. No structure or improvement, including, but not limited to, a dwelling (permanent, seasonal or temporary), any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communications facility, tower, windmill, or mobile home, shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements, including, but not limited to, a road, dam, fence, bridge, culvert, maple sugar house, or shed may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and, for forestry uses, consistent with the forest management plan required in Section 2.A.v, above, and provided that they are not detrimental to the Purposes of this Easement. No ancillary structure or improvement not detailed in the forest management plan may be constructed, placed or introduced onto the Property without the prior review by and written approval of the Grantee.

D. No removal, filling or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. Are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property, and for forestry uses, consistent with the forest management plan required in Section 2.A.v, above;

ii. Do not harm state or federally recognized rare, threatened or endangered species,

such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the Purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, water, or other similar materials from the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A, C, D, or E, above.

G. There shall be no dumping, injection, burning, or burial of manmade materials or materials then known to be environmentally hazardous.

3. RESERVED RIGHTS

A. The Grantor reserves the right to conduct non-commercial forestry and agricultural activities on the Property, including, but not limited to cutting, planting, pruning, and thinning, without prior notice to or the written approval of the Grantee, for personal use, or for the improvement of the forest or wildlife habitat resources of the Property. Such activities shall be consistent with the management plans required by Section 2.A.v, above, and shall not be detrimental to the Purposes of this Easement.

B. This provision is an exception to Section 2, above.

4. DEED RESTRICTION CONVEYED ON EXCLUDED AREA

For the benefit and in aid of the Easement granted hereby and running therewith, the Grantor hereby also grants to the Grantee the right to enforce the following Restriction with respect to the Excluded Area:

The Excluded Area shall not be further subdivided, or subdivided from the Property.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing no later than ten (10) days before the transfer of title to the Property.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or

assessments thereon.

6. BENEFITS, BURDENS AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property and all of its parts to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

C. The Grantee has the right to install and maintain small unlighted signs visible from public vantage points and along boundary lines for the purpose of identifying the Grantee and informing the public and abutting property owners that the Protected Property is under the protection of this Easement.

7. ALTERNATE DISPUTE RESOLUTION

A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the conservation purposes of this Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purposes of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.

B. If informal dialog does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the on-going dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be an attorney licensed to practice law in the State of New Hampshire or an experienced land use or land conservation professional, both of whom must have experience with conservation easements and training in mediation. Each party shall pay its own attorneys' fees, and the costs of mediation shall be split equally between the parties.

C. If the dispute has not been resolved by mediation within sixty (70) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then, upon the Grantor's continued agreement not to

proceed with the disputed use or activity pending resolution, either party may refer the dispute to binding arbitration by request made in writing and in accordance with New Hampshire RSA 542. Within thirty (30) days of receipt of such a request, the parties shall select a single impartial arbitrator to hear the matter. The arbitrator shall be an attorney licensed to practice law in the State of New Hampshire with experience in conservation easements and applicable training and experience as an arbitrator. Judgment upon the award rendered by the arbitrator may be enforced in any court of competent jurisdiction. The arbitrator shall be bound by and follow the substantive law of the State of New Hampshire and the applicable provisions of the US Internal Revenue Code. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.

D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, to require the restoration of the Property to its condition prior to the breach, and to recover such damages as appropriate.

E. Notwithstanding the availability of mediation and arbitration to address disputes concerning the consistency of any proposed use or activity with the purposes of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any New Hampshire court of competent jurisdiction to cause the cessation of any such damage or harm pending resolution of any dispute in accordance with this Section 7.

8. BREACH OF EASEMENT – GRANTEE’S REMEDIES

A. If the Grantee determines that a breach of this Easement has occurred or is threatened, whether by a third party or the Grantor, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure said breach, and, where the breach involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Grantee. Such notice shall be delivered in hand or by certified mail, return receipt requested.

B. If the Grantor fails, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, to undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage to the Property caused thereby, or fails to continue diligently to cure such breach until finally cured, the Grantee shall undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

C. The Grantee shall be entitled to recover damages for violation of the terms of this

Easement or injury to any conservation values protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic or environmental values. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Grantee may pursue its remedies under this Section 8 without prior notice to the Grantor or without waiting for the period provided for cure to expire.

E. The Grantee's rights under this Section 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in Section 8.B, above, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. All reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Grantor's breach of this Easement, shall be borne by the Grantor, provided that the Grantor is directly or primarily responsible for the breach; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

G. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches, estoppel or prescription.

H. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

I. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section 8, against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

9. EXECUTORY INTEREST

A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Town, a qualified organization as specified in Section 6.A, above, requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Executory Interest Holder shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, the Executory Interest Holder shall then also have the right to terminate the interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities, and duties granted to and incumbent upon the Grantee in this Easement.

B. The interests held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 6.A, above. Any such assignee or transferee shall have like power of assignment or transfer.

10. DISCRETIONARY CONSENT

A. The Grantee's consent for activities otherwise prohibited herein may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 2 are deemed desirable by the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purposes of this Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (i) do not violate the Purposes of this Easement and (ii) either enhance or do not impair any significant conservation interests associated with the Property.

B. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities, not provided for above.

11. NOTICES

All notices, requests and other communications required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

12. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award

or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. SEPARATE PARCEL

The Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this Section referred to as "legal requirements") of the Town of Candia, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback, or other dimensional standard applicable to such land.

14. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking or lawful sale with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of condemnation. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared for federal income tax purposes by a qualified appraiser within one year of the date of this Easement, and submitted to the Grantee; or, if that is unavailable, the value of the Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

15. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 6.A,

above, accepts and records the additional easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

TRUSTEES' CERTIFICATE

Edward H. Fowler and Ruth S. Fowler, Trustees of the Fowler Family Trust, have full and absolute power under said Indenture of Trust to convey any interest in real estate and improvements thereon held under such trust, and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, ____.

Edward H. Fowler
Trustee of the Fowler Family Trust

Ruth S. Fowler
Trustee of the Fowler Family Trust

STATE OF NEW HAMPSHIRE
COUNTY OF _____, SS

On this ____ day of _____, _____, before me the undersigned officer, personally appeared Edward H. Fowler and Ruth S. Fowler, Trustees of the Fowler Family Trust, who acknowledged the foregoing to be their voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public
My commission expires: _____

ACCEPTED: BEAR-PAW REGIONAL GREENWAYS

By: _____

Title: _____
Duly Authorized

Date: _____

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, _____, before me the undersigned officer, personally appeared _____ and _____ who acknowledged themselves to be officers of Bear-Paw Regional Greenways, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of Bear-Paw Regional Greenways as its voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

ACCEPTED: TOWN OF CANDIA

By: _____

Title: _____
Duly Authorized

Date: _____

By: _____

Title: _____
Duly Authorized

Date: _____

By: _____

Title: _____
Duly Authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, _____, before me the undersigned officer, personally appeared _____, _____ and _____ who acknowledged themselves to be officers of the Town of Candia, and acting in said capacity, and being authorized so to do, executed the foregoing instrument on behalf of the Town of Candia as its voluntary act and deed for the purposes therein contained.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

Appendix A

The Property subject to this Easement is a certain parcel of land along the east side of Chester Road, so-called, consisting of approximately 31.36 acres in the Town of Candia, County of Rockingham, State of New Hampshire, shown on a plan entitled "Plat of Conservation Easement, Land of the Fowler Family Trust, Edward H. Fowler and Ruth S. Fowler, Trustees, Map 414 Lot 75-2, 302 Chester Road, Candia, New Hampshire", dated November 8, 2017 and revised through November 17, 2017, prepared by Stephen P. Perron, LLS. 843 (herein referred to as the "Plan"), recorded herewith, and more particularly bounded and described as follows:

Beginning at a drill hole and bolt set in the stone wall on the easterly side of Chester Road at land now or formerly of Joann L. Sanborn;

- thence N 07° 40' 14" W, on a line thirty feet distant from the centerline of the travelled way, a distance of 469.72 feet to a point;
- thence N 05° 31' 00" W, on a line thirty feet distant from the centerline of the travelled way, a distance of 67.03 feet to a point in a stone wall at land now or formerly of Albert A. Nye, Jr., 15.8 feet northeasterly of a drill hole and bolt set in a corner of stone walls on the easterly side of said Chester Road;
- thence N 33° 45' 52" E, a distance of 147.66 feet along stone wall to a point;
- thence N 34° 51' 11" E, a distance of 376.69 feet along stone wall to a corner of stone walls marked with an iron pipe at land now or formerly of Kenneth M. and Melissa L. Madden;
- thence S 53° 06' 51" E, a distance of 991.60 feet partly along stone wall and wire fence to a corner of stone walls;
- thence S 52° 50' 32" E, a distance of 325.50 feet along said stone wall to the end thereof;
- thence S 52° 33' 08" E, a distance of 350.14 feet along wire fence to a drill hole found at the end of a stone wall at land now or formerly of Sanborn Living Trust;
- thence S 36° 24' 48" W, a distance of 221.31 feet along said stone wall to a point;
- thence S 35° 00' 52" W, a distance of 259.06 feet along said stone wall to a point;
- thence S 35° 48' 50" W, a distance of 314.42 feet along said stone wall to a point on said stone wall witnessed by an iron pipe on the southeasterly face of said stone wall;
- thence N 57° 10' 54" W, a distance of 289.47 feet to a rebar found in the ground near the northeasterly side of a small stream;
- thence N 59° 17' 16" W, a distance of 283.56 feet to a granite bound found in the ground at land now or formerly of Joann L. Sanborn;
- thence N 57° 42' 07" W, a distance of 718.87 feet to a drill hole and bolt set in a stone wall on the easterly side of Chester Road, being the point of beginning.

Said described tract containing 31.36 acres, more or less.

MEANING and INTENDING to describe a portion of the same premises conveyed in the Warranty Deed of Ruth S. Fowler to Edward H. Fowler and Ruth S. Fowler, Trustees of the Fowler Family Trust dated July 27, 1994, which deed is dated May 19, 1995 and was recorded on August 28, 1995 in the Rockingham County Registry of Deeds in Book 3115, Page 2146.

Appendix B

The "Area Excluded from Conservation Easement" or the "Excluded Area" is a certain parcel of land along the east side of Chester Road, so-called, consisting of approximately 2.05 acres in the Town of Candia, County of Rockingham, State of New Hampshire, shown on the Plan, recorded herewith, and more particularly bounded and described as follows:

Beginning at a concrete bound on the northeasterly side of Chester Road at land now or formerly of Joann L. Sanborn;

thence N 38° 39' 30" E, a distance of 98.09 feet to a point;

thence N 21° 17' 07" E, a distance of 232.05 feet to a granite bound;

thence S 59° 17' 16" E, a distance of 283.56 feet to a rebar found near a small stream at land now or formerly of Sanborn Living Trust;

thence S 36° 54' 33" W, a distance of 283.00 feet to an iron rod;

thence S 52° 45' 05" W, a distance of 138.75 feet to an iron rod;

thence S 60° 15' 30" W, a distance of 28.53 feet to a point on the northeasterly side of said Chester Road;

thence along said Chester Road N 06° 49' 03" W a distance of 48.56 feet to a point;

N 21° 45' 23" W a distance of 55.33 feet to a point;

N 33° 45' 33" W a distance of 54.36 feet to a point; and

N 41° 09' 31" W a distance of 42.00 feet to a concrete bound on the northeasterly side of Chester Road at land now or formerly of Joann L. Sanborn, being the point of beginning.

Said described tract containing 2.05 acres, more or less.

MEANING and INTENDING to describe a portion of the same premises conveyed in the Warranty Deed of Ruth S. Fowler to Edward H. Fowler and Ruth S. Fowler, Trustees of the Fowler Family Trust dated July 27, 1994, which deed is dated May 19, 1995 and was recorded on August 28, 1995 in the Rockingham County Registry of Deeds in Book 3115, Page 2146.

Fowler Easement, Chester Road, Candia - 2015 Aerial View



Andria Hansen

From: Andrea Bickum
Sent: Monday, February 26, 2018 10:55 AM
To: Wayne Garland
Cc: Dave Murray; Robert Carrigg; Andria Hansen; Ruoff, Bryan
Subject: RE: 608 High Street Candia - Pre-con meeting request

Hi Wayne,

Let me get back to you tomorrow on this as the Board of Selectmen are meeting tonight and our Road Agent will bring this up to them under other business.

Per our regs, I think you have to notify both the Planning Board and Board of Selectmen in writing of the Construction Schedule.

Supply the surety bond (\$666,000).

Then we can schedule a pre-con meeting with you, your road builder, any contractors, our Road Agent and our Engineer, Stantec.

Note: Stantec will probably need to supply either a construction schedule and/or inspection schedule and will provide an estimate for that. This would be above and beyond the surety bond and the Town can put this additional payment in escrow to pay Stantec for their inspections.

BUT I will give you a definite on this once I hear back from the Selectmen and/or Road Agent and I can let you know if this is correct and if there is anything else you may need before the pre-con meeting is scheduled.

Thanks!

Andrea Bickum

Building/Land Use
Fire Department
Town of Candia
74 High Street
Candia, NH 03034
603-483-8588
603-483-0252 fax

From: Wayne Garland [<mailto:Wayne.Garland@carrigg.com>]
Sent: Monday, February 26, 2018 10:06 AM
To: Andrea Bickum
Cc: Dave Murray; Robert Carrigg
Subject: 608 High Street Candia - Pre-con meeting request

Hi Andrea,

We closed on the property at 608 High Street Friday under the entity name 608HSCNH, LLC. I am looking to put in a request for the pre-con meeting with the town. I am in the process of sending the road bond. Can we start setting up the meeting for the earliest time available? What information do you need prior to the meeting?

Thank you,

Wayne Garland

FEB 26 2018

Andrea Bickum

From: Andrea Bickum
Sent: Monday, February 26, 2018 11:18 AM
To: 'Ruoff, Bryan'; Dave Murray; 'Albert Hall III (alhalliii@yahoo.com)'; 'Joyce Bedard-Planning Board (teambedard4@gmail.com)'; 'Judi Lindsey'; 'Ken Kustra (jonuse@aol.com)'; 'Rudy Cartier'; 'Santa, Michael'; 'Tom Giffen (t.giffen@comcast.net)'
Cc: Dave Murray
Subject: RE: 608 High Street Candia - Pre-con meeting request
Attachments: 17 04 21 Stantec Invoice Surety Bond Est. 472.50.pdf; 17 05 26 Stantec Invoice 1202215 371.25.pdf; 17-03 31 Stantec Surety B - Const M estimate signed A Hall.pdf

Hi Bryan,

Yes, there is a signed notice to proceed, however, shouldn't the new owners have an opportunity to review and comment on this estimate, as this was done prior to their ownership of the property?

As far as I know, 66 Vinton St. LLC didn't pay the construction estimated amount of \$14,772.10 to the Town.

Also, it should be updated anyway as Cory Hill of 66 Vinton already paid for the Surety estimate portion and the Town has already paid Stantec for that surety estimate.

1. The two Invoices that I have attached for the surety portion equal payments of \$506.25 of the estimated \$520.00.

I'm just not sure how this works?

Andrea Bickum

Building/Land Use
Fire Department
Town of Candia
74 High Street
Candia, NH 03034
603-483-8588
603-483-0252 fax

From: Ruoff, Bryan [<mailto:Bryan.Ruoff@stantec.com>]
Sent: Monday, February 26, 2018 11:03 AM
To: Andrea Bickum
Subject: RE: 608 High Street Candia - Pre-con meeting request

Hi Andrea,

If this is for 66 Vinton Street we already have a signed NTP for Construction Monitoring and Construction Inspection, see attached.

Bryan Ruoff, PE

Project Manager

Direct: 603-206-7548
Mobile: 603-801-5870
Fax: 603-669-7636

Stantec Consulting Services Inc.
5 Dartmouth Drive Suite 101
Auburn NH 03032-3984 US





March 20, 2017
File: 195113054

Ms. Andrea Bickum
Land Use Office
Planning and Zoning Board
74 High Street
Candia, NH 03034

Reference: Candia, NH
The 66 Vinton Street, LLC - Subdivision
Tax Map 405 Lot 45
Surety and Construction Services Estimate

Dear Ms. Bickum:

In accordance with the request of the Candia Land Use Office we have estimated our cost to perform the preparation of a road construction surety and construction monitoring for the subject subdivision prepared submitted by Joseph Wichert LLS, Inc..

ESTIMATE:

Perform the following additional work:

1. Surety estimate preparation
2. Attendance at one (1) Preconstruction Meeting and provide meeting minutes
3. Periodic construction inspection site visits, as outlined in the attached construction monitoring estimate
4. Soil testing for fills, roadway, and drainage system construction
5. Project management, construction administration, set up, invoice generation, estimates, and quality control

Estimated Cost of Surety Preparation: \$520.00

*This was
paid already*

* Estimated Cost of Construction Monitoring: \$14,772.10

For convenience we have broken these two estimates into two separate Notices to Proceed, attached. The actual cost of the construction inspection will vary based on the developer's responsiveness to inspection comments, and the actual number of inspections required to achieve compliance with subdivision plans and the Town Regulations. Additional site visits, meetings, and subsequent reviews may result in additional construction monitoring costs. Subsequent reviews, work beyond the initial scope, and other associated project requirements will be billed at our standard rates. We will commence with creating the Road Surety upon receipt of the signed Notice to Proceed.



March 20, 2017
Ms. Andrea Bickum
Page 2 of 2

Candia, NH
The 66 Vinton Street, LLC - Subdivision
Tax Map 405 Lot 45
Surety and Construction Services Estimate

Please call if you have any questions.

Sincerely,

STANTEC CONSULTING SERVICES, INC

A handwritten signature in black ink, appearing to read 'Rene LaBranche', with a long horizontal line extending to the right.

Rene LaBranche

Principal
Stantec
5 Dartmouth Drive Suite 101 Auburn NH 03032-3984 Phone:
Cell: (603) 203-3810
Fax: (603) 669-8672
rene.labranche@stantec.com

A handwritten signature in black ink, appearing to read 'Bryan Ruoff', with a long horizontal line extending to the right.

Bryan Ruoff, PE
Project Manager
Stantec
5 Dartmouth Drive Suite 101 Auburn NH 03032-3984
Cell: (603) 801-5870
Fax: (603) 669-8672
bryan.ruoff@stantec.com

Design with community in mind

V:\1951\active\1951 Project Shortcuts\Candia\High Street-66 Vinton Street LLC\Management\The 66 Vinton Street, LLC -
CA Estimate (195113054).doc

**CANDIA, NH
66 VINTON STREET
CONSTRUCTION MONITORING ESTIMATE**

Man hour Breakdown:

			<u>Hours</u>	<u>Total Hours</u>
1	<u>Clearing, Grubbing & Construction Entrance</u>			
2	visits @	2 hrs. each	4	4
2	<u>Erosion Control Maintenance</u>			
3	visits @	2 hrs. each	6	6
3	<u>Cut & Fill Work</u>			
3	visits @	3 hrs. each	9	9
4	<u>Drainage System Work</u>			
	Box Culvert			
3	visits @	3 hrs. each	9	
	Drainage Culverts			
2	visits	3 hrs. each	6	
	Drainage Detention Systems and Outlet Structures			
4	visits	2 hrs. each	8	
				23
5	<u>Roadway Construction</u>			
	Subgrade			
2	visits @	3 hrs. each	6	
	12" Bank Run Gravel			
2	visits @	3 hrs. each	6	
	6" Crushed Gravel			
2	visits @	3 hrs. each	6	
	2.5" Base Course Paving			
1	visit @	5 hrs. each	5	
	Guardrail			
1	visit @	2 hrs. each	2	
	Prepaving			
1	visit @	3 hrs. each	3	
	1.5" Wearing Course Paving			
1	visit @	5 hrs. each	5	
				33
6	<u>Misc.</u>			
	Restoration of Growth			
2	visits @	2 hrs. each	4	
	Punchlist			
2	visits @	3 hrs. each	6	
	As-Built Review			
2	visits @	2 hrs. each	4	14
			Total Man hours	89

Summary:

A. Labor cost:

B	Mileage	89 Hours Straight time (\$98.00/hr)	\$8,722.00
C	Soils Testing	33 Trips - 20 Miles Round Trip @ \$0.56/Mile	\$369.60
D	Construction Admin. (25% of Subtotal)		\$2,000.00
E	Preconstruction Meeting, Minutes, and Estimates		\$2,180.50
			\$1,500.00
		TOTAL	\$14,772.10



Stantec

NOTICE TO PROCEED

PROJECT NAME: The 66 Vinton Street, LLC

PROJECT ADDRESS: Candia, NH

STANTEC'S PROJECT NO.: 195113054

"CLIENT"

Name: TOWN OF CANDIA, NH

Address: 74 High Street - Candia NH, NH 03034

Phone: (603) 483-8588

Fax: (603) 483-8101

Representative:

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.

Address: 5 Dartmouth Drive Suite 101, Auburn NH 03032

Phone: (603) 669-8672

Fax: (603) 669-7636

Representative: Rene LaBranche, Principal

DESCRIPTION OF ASSIGNMENT AND SERVICES ("SERVICES"):

Perform surety estimate for the construction of the 66 Vinton Street LLC subdivision.

FEE BASIS ("FEES"): Agreement Amount: \$520.00. Invoice Basis: TM based on Stantec Rate Tables invoiced monthly

By this NOTICE TO PROCEED effective March 20, 2017 ("EFFECTIVE DATE"), CLIENT authorizes STANTEC to proceed with the SERVICES in accordance with the TERMS AND CONDITIONS of the Professional Services Agreement dated May 1, 2001, between TOWN OF CANDIA, NH and STANTEC CONSULTING SERVICES INC, CLIENT agrees to pay STANTEC's invoices for the FEES upon receipt.

TOWN OF CANDIA, NH

STANTEC CONSULTING SERVICES INC.

ALBERT HALL III ^{Vice} Planning Board Chairman
Print Name and Title

Rene LaBranche, Principal
Print Name and Title

Per:

[Signature]

Per:

[Signature]

Print Name and Title

Print Name and Title

Per:

Per:

CONDITIONS:

1. The total amount of all claims the CLIENT may have against STANTEC shall be strictly limited to the professional fees paid to Stantec for the SERVICES.
2. Fees for Services will be performed at STANTEC'S time basis rates unless noted otherwise above. An 8% flat rate disbursement recovery charge will be applied to all fees.



Stantec

NOTICE TO PROCEED

PROJECT NAME: The 66 Vinton Street, LLC

PROJECT ADDRESS: Candia, NH

STANTEC'S PROJECT NO.: 195113054

"CLIENT"

Name: TOWN OF CANDIA, NH

Address: 74 High Street - Candia NH, NH 03034

Phone: (603) 483-8588

Fax: (603) 483-8101

Representative:

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.

Address: 5 Dartmouth Drive Suite 101, Auburn NH 03032

Phone: (603) 669-8672

Fax: (603) 669-7636

Representative: Rene LaBranche, Principal

DESCRIPTION OF ASSIGNMENT AND SERVICES ("SERVICES"):

Perform construction inspection for the construction of the 66 Vinton Street LLC subdivision.

FEE BASIS ("FEES"): Agreement Amount: \$14,722.10. Invoice Basis: Fixed fee invoiced monthly on % completion basis

By this NOTICE TO PROCEED effective March 20, 2017 ("EFFECTIVE DATE"), CLIENT authorizes STANTEC to proceed with the SERVICES in accordance with the TERMS AND CONDITIONS of the Professional Services Agreement dated May 1, 2001, between TOWN OF CANDIA, NH and STANTEC CONSULTING SERVICES INC., CLIENT agrees to pay STANTEC's invoices for the FEES upon receipt.

TOWN OF CANDIA, NH

STANTEC CONSULTING SERVICES INC.

Albert Hall III ^{Vice} Planning Board Chairman
Print Name and Title

Rene LaBranche, Principal
Print Name and Title

Per:

Albert Hall III

Per:

Rene LaBranche

Print Name and Title

Print Name and Title

Per:

Per:

CONDITIONS:

1. The total amount of all claims the CLIENT may have against STANTEC shall be strictly limited to the professional fees paid to Stantec for the SERVICES.
2. Fees for Services will be performed at STANTEC'S time basis rates unless noted otherwise above. An 8% flat rate disbursement recovery charge will be applied to all fees.



INVOICE

Invoice Number 1202215
Invoice Date MAY 8 C 2017 May 26, 2017
Purchase Order 195113249
Customer Number 53253
Project Number 195113249

Bill To
Town of Candia
Andrea Blackum
74 High Street
Candia NH 03034-2751
United States

Please Remit To
Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States

Project	The 66 Vinton St LLC Subdivision - Tax Map 405 Lot 45			15,292.10
Project Manager	Ruoff, Bryan M			843.75
Current Invoice Total (USD)	371.25	Contract Upset		
		Contract Billed to Date		May 12, 2017
		For Period Ending		

Top Task 200 Surety Estimate

Professional Services		Current Hours	Rate	Current Amount
Category/Employee				
	Ruoff, Bryan M	0.25	135.00	33.75
	Subtotal Professional Services	0.25		33.75

Top Task Subtotal Surety Estimate 33.75

Top Task 300 Construction Services

			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	14,772.10 x	2.28 % Complete	337.50	0.00	337.50

Top Task Subtotal Construction Services 371.25

Total Fees & Disbursements 371.25

INVOICE TOTAL (USD) 371.25

Due on Receipt

Billing Backup

Date	Project	Task	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
04/20/2017	195113249	200	RUOFF, BRYAN M	0.25	135.00	33.75	UPDATED SURETY ESTIMATE FOR TOWN APPROVED VALUE	
Total Top Task 200				0.25		33.75		
04/13/2017	195113249	300	RUOFF, BRYAN M	2.50	135.00	337.50	PROJECT SETUP, SAFETY	
Total Top Task 300				2.50		337.50		
Total Project 195113249				2.75		371.25		



INVOICE

APR 24 2017

Invoice Number 1186582
Invoice Date April 21, 2017
Purchase Order 195113249
Customer Number 53253
Project Number 195113249

Bill To
Town of Candia
Andrea Bickum
74 High Street
Candia NH 03034-2751
United States

16-010
High St.

Please Remit To
Stantec Consulting Services Inc. (SCSI)
13960 Collections Center Drive
Chicago IL 60693
United States

Project	The 66 Vinton St LLC Subdivision - Tax Map 405 lot 45		
Project Manager	Ruoff, Bryan M	Contract Upset	15,292.10
Current Invoice Total (USD)	472.50	Contract Billed to Date	472.50
		For Period Ending	April 7, 2017

Top Task 200 Surety Estimate

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Ruoff, Bryan M	3.50	135.00	472.50
	Subtotal Professional Services	3.50		472.50

Top Task Subtotal	Surety Estimate	472.50
	Total Fees & Disbursements	472.50
	INVOICE TOTAL (USD)	472.50

Due on Receipt

Billing Backup

Date	Project	Task	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
03/29/2017	195113249	200	RUOFF, BRYAN M	3.50	135.00	472.50	SURETY ESTIMATE	
Total Top Task 200				3.50		472.50		
Total Project 195113249				3.50		472.50		