


April 8, 2019

TOWN OF CANDIA
ROAD AGENT'S REPORT
Month of March 2019

Work Summary:

- There were 3 plowable storms & 10 sand/salt spreader runs.
- Patching was done as needed
- Hauled sand to stockpile
- Hauled crushed stone to dirt roads and graded for muddy conditions
- Grading was done on all the dirt roads
- Tree removal on various roads due to windy conditions



Dennis Lewis
Road Agent

No Crime Incident Event Breakdown

Event	Description	Total	%
911	911 Hang Up	0	00.0
ACP	Animal Complaint	1	01.2
AFE	Assist Fire/EMS	0	00.0
AIM	Aided Motorist	0	00.0
AL	ALARM	0	00.0
AOA	Assist Other Agency	9	10.8
ASC	Assist Citizen	13	15.7
BEA	BEAS Investigation	1	01.2
CF	Dog License Civil Forfeiture	0	00.0
CIN	Child In Need of Services	0	00.0
CIV	Civil Standby	0	00.0
COM	Community Outreach	0	00.0
CRA	Cruiser Accident	0	00.0
DCF	Discharge Firearm	0	00.0
DCI	DCYF Investigation	0	00.0
DIS	Disturbance	0	00.0
DOG	Dog At Large / Loose Dog	0	00.0
FIN	Fingerprinting	0	00.0
FPR	FOUND PROPERTY	0	00.0
IEA	INVOLUNTARY EMERGENCY HOSPITALIZATION	0	00.0
JUV	Juvenile Complaint	0	00.0
LPR	Lost Property	2	02.4
MED	Medical Call	1	01.2
MIP	Missing Person	0	00.0
MVC	MOTOR VEHICLE COMPLAINT	1	01.2
NC	Noise complaint	0	00.0
NDT	National Drug Take Back	0	00.0
NED	Neighbor Dispute	0	00.0
NO	NOTIFICATION	0	00.0
NTO	No Trespass Order	0	00.0
OD	DRUG OVERDOSE	2	02.4
OF	FATAL OVERDOSE	0	00.0
OHR	OHRV COMPLAINT	0	00.0
OTH	Other	0	00.0
PDB	Prescription Drug Box	0	00.0
PIN	Police Information	22	26.5
RAD	RADAR ENFORCEMENT	0	00.0
RH	Road Hazard	1	01.2
RPO	RETURN PROPERTY TO OWNER	0	00.0
SC	SHOOTING COMPLAINT	0	00.0
SDA	Suspected Drug Activity	0	00.0
SDT	Sudden Death	1	01.2
SEC	SECURITY CHECK	0	00.0
SGA	Suspected Gang Activity	0	00.0
SP	SERVE PAPERS	14	16.9
SPA	SUSPICIOUS ACTIVITY	5	06.0
SPM	SUSPICIOUS MOTOR VEHICLE	2	02.4
SPP	SUSPICIOUS PERSON	1	01.2
SSA	SAFE SCHOOLS ACT	2	02.4
SUI	SUICIDE	0	00.0
SX	Sex Offender Registration	3	03.6
TE	Traffic Enforcement	0	00.0
TRU	Truancy	0	00.0
TWD	Tree / Wires Down	0	00.0
VIN	VIN VERIFICATION	0	00.0
WB	Well Being Check	2	02.4
---	Not Specified	0	00.0

Offense Listing

04/08/2019

01/01/2019 - 03/31/2019

Offenses (State Law) By Month

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>TOTALS</u>
Simple Assault; Physical Conta	0	1	0	1
Simple Assault; BI	0	2	0	2
DV; Simple Assault; Physical C	0	0	2	2
Criminal Threatening - Conduct	0	1	0	1
Criminal Threatening - conduct	0	0	1	1
Theft by Unauthd Taking \$1501+	0	0	1	1
Theft by Unauthd Taking \$0-\$10	2	0	0	2
Attempt To Commit	0	1	0	1
Theft by Unauthd Taking \$0-\$10	1	2	1	4
Attempt To Commit	1	0	0	1
Theft by Deception \$0-\$1000	0	0	1	1
Theft by Deception \$1501+	0	1	1	2
Credit Card Fraud, \$0-\$1000	0	0	1	1
False Personation	0	1	0	1
Identity Fraud; Pose to get In	1	1	0	2
Identity Fraud; Pose as Anothe	1	0	0	1
Identity Fraud; Obtain Persona	4	2	0	6
Identity Fraud; Obtain Info fo	1	0	0	1
Identity Fraud; Pose to get In	1	0	0	1
Criminal Mischief	1	0	0	1
Child Sex Abuse Image; Sell, T	0	0	1	1
Issuing Bad Checks \$0-\$1000	0	1	0	1
DUI - impairment	0	0	2	2
ARREST ON ANOTHER AGENCY'S WAR	1	0	0	1
Dog; Menace, Nuisance, Vicious	1	0	0	1
CRIMINAL LIABILITY FOR CONDUCT	1	0	0	1
DOG RUNNING AT LARGE-Candia T.	1	0	1	2
Suspension of Vehicle Registra	1	1	3	5
Drive after Rev/Sus; Reckless	1	0	0	1
Drive after Rev/Sus - subsqt	1	0	0	1
Drive after Rev/Suspension	0	1	3	4
Conduct After Accident	1	1	1	3
Lane Control	0	0	1	1
Fail/Yield @ Stop or Yield Sig	0	0	1	1
Disobeying an Officer	0	0	1	1
APPEAL OF ADMINISTRATIVE LICEN	0	0	2	2
Uninspected Vehicle	0	0	1	1
Spillage of Material by person	0	0	1	1
TOTALS	21	16	26	63

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

Memo

Date: April 8, 2019
To: Board of Selectmen
Re: Monthly Report

March 2019 HIGHLIGHTS

- 1. Regular Truck and Building Maintenance
- 2. Reporting Software Training, Forestry Training
- 3. EMS Training

Candia Fire Rescue

Candia, NH

This report was generated on 4/8/2019 9:08:35 AM



Incident Statistics

Start Date: 03/01/2019 | End Date: 03/31/2019

INCIDENT COUNT

INCIDENT TYPE	# INCIDENTS
EMS	18
FIRE	12
TOTAL	30

TOTAL TRANSPORTS (N2 and N3)

APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			

PRE-INCIDENT VALUE

\$304,000.00

LOSSES

\$151,000.00

CO CHECKS

424 - Carbon monoxide incident	1
736 - CO detector activation due to malfunction	1
TOTAL	2

MUTUAL AID

Aid Type	Total
Aid Given	1
Aid Received	6

OVERLAPPING CALLS

# OVERLAPPING	% OVERLAPPING
4	13.33

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)

Station	EMS	FIRE
AVERAGE FOR ALL CALLS		

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)

Station	EMS	FIRE
AVERAGE FOR ALL CALLS		

AGENCY

Candia Fire Rescue

AVERAGE TIME ON SCENE (MM:SS)

32:48

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate.



Candia Fire Rescue

Candia, NH

This report was generated on 4/8/2019 9:09:56 AM



Incident Type Count per Station for Date Range

Start Date: 03/01/2019 | End Date: 03/31/2019

INCIDENT TYPE	# INCIDENTS
Station: 1 - STATION 1	
100 - Fire, other	1
111 - Building fire	1
321 - EMS call, excluding vehicle accident with injury	16
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
424 - Carbon monoxide incident	1
522 - Water or steam leak	1
531 - Smoke or odor removal	1
550 - Public service assistance, other	1
600 - Good intent call, other	2
651 - Smoke scare, odor of smoke	1
734 - Heat detector activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1

Incidents for 1 - Station 1: 29

Only REVIEWED incidents included.



March, 2019
Building Activity Report Summary

	<u>March, 2018</u>	<u>March, 2019</u>
Permits Issued	17	19
New Code Enforcement Cases	0	0
Open Code Enforcement Cases	3	4
Code Enforcement Cases Closed	0	0
Inspections Performed	43	53
CO's/CC's & Closed Permits	15	18
Renewed Permits	1	8

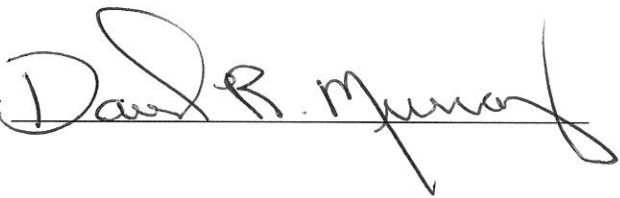
Revenue March 2018
 $\$1,451.00 + \$ 15.00 = \$1,466.00$

Revenue March 2019
 $\$960.20 + \$478.50 = \$1,438.70$

Revenue YTD March 2018
 $\$2,784.10 + \$1,466.00 = \$4,250.10$

Revenue YTD, 2019
 $\$2,567.12 + \$1,438.70 = \$4,005.82$

Submitted by:



Date: 4/08/2019

March 2019

INSPECTION BREAKDOWN including CO's

Commercial, Mixed, L1, L2

Commercial Renovation (CR)	1
Electrical (EL)	1
Place of Assembly (POA)	1

Residential

Building (BP)	6
Chimney (CH)	1
Electrical (EL)	8
Gas Burner (GB)	5
Gas Piping (GP)	3
Life Safety (LS)	1
Mechanical (ME)	1
Plumbing (PL)	5
Roofing (RF)	1
Solar Panels (SO)	1
CO's and Closed Permits	18

Total Inspections:	53
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BREAKDOWN PERMITS ISSUED

Building (BP)	2
Demolition (DE)	1
Electrical (EL)	4
Gas Burner (GB)	4
Gas Piping (GP)	2
Life Safety (LS)	1
Mechanical (ME)	1
Plumbing (PL)	3
Roofing (RF)	1

Total Permits:	19
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March 2019
Candia Recycling Center Monthly Report

	<u>March, 2018</u>	<u>March, 2019</u>
M.S.W. (Trash)	50.14 tons	Data Not Available
C&D Debris	31.34 tons	Data Not Available
Total waste	81.48 tons	Data Not Available

Recyclables

	<u>March, 2018</u>	<u>March, 2019</u>
Mix Paper	8 bales 6.55 tons	11 bales 8.59 tons
Cardboard	7 bales 4.95 tons	8 bales 5.53 tons
#1 - #7 plastics	2 bales 1.22 tons	2 bales 1.20 tons
Tin Cans	0 bales created	3 bales 2.16 tons
Alum. Cans	2 bales .84 tons	2 bales .88 tons
#2 natural plastic	1 bale .40 tons	1 bale .36 tons
Total bales	20 bales 16.37 tons	27 bales 19.87 tons
Glass -	none sent out	none sent out
Total weight	16.37 tons	19.87 tons

Revenue

March, 2018
\$581.75

March, 2019
approx. \$402.50

2018 YTD - \$5,914

2019 YTD - \$9,800

There was approx. 17,500 lbs. of #1-#7 plastics marketed at approx. \$0.023 per pound that will generate approx. \$402.50 in revenue; we have not yet received the payment.

The LED light conversion was completed this month as well.



Agreement is Not
Valid Unless
Executed by Seller

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

TOWN OF CANDIA NEW HAMPSHIRE ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

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

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

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

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

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs	Passed Through

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

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

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

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

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

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.015000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

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

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

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

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage

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data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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

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

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

- (i) New Hampshire Public Utilities Commission. Additional information, including information on consumer rights may be obtained by contacting the New Hampshire Public Utilities Commission at (800) 852-3793 or by visiting the New Hampshire Public Utilities Commission Consumer page. The Consumer Page website address is <http://www.puc.state.nh.us/Consumer/consumer.htm>.
- (ii) Telemarketing. If you do not wish to receive telemarketing calls, you may contact the Telephone Preference Service of the Direct Marketing Association and request to be put on a "do-not-call" list. The Direct Marketing Association website address is: <http://www.dmaconsumers.org/offtelephonelist.html>.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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

Constellation NewEnergy, Inc.

Customer: Town of Candia New Hampshire

Signature: _____

Signature: _____

Printed Name:
Title:

Printed Name:
Title:

Address: 1221 Lamar St Suite 750
Houston, TX 77010
Attn: Contracts Administration

Date: _____
Address: 74 HIGH ST
CANDIA, NH 03034-2741

Fax: **888-829-8738**
Phone: **844-636-3749**

Fax:
Phone:
Email:

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General Terms and Conditions

1. Definitions.

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

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

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

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

"Fuel Security Reliability Program Costs ("Fuel Security Costs")" means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by the FERC in Docket No. ER18-1639-000. If Fuel Security Costs are Fixed under this Agreement, then such costs shall **only** include costs associated with the COS Agreements in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the existing COS Agreement, any new COS Agreements, any new or modified long-term market solutions, and any interim fuel-security measures implemented by ISO New England and accepted or approved by FERC after the date of the full execution of this Agreement shall be deemed a Change in Law pursuant to Section 5 below.

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

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

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

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

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

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

usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

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

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

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

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

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

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

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

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

FOR INTERNAL USE ONLY

• all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

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

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

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

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

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual

damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

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

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy

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characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

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

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ACCOUNT SCHEDULE:**For: Town of Candia New Hampshire****The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on March 19, 2019**

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is **COMPLETE** and **ACCURATE**.

Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.***THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 17

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
PSNH	56031074016612992001	74 HIGH ST, CANDIA, NH 030342751	11/12/19	11/11/23	\$0.07860
PSNH	56031074016633973001	74 HIGH ST, CANDIA, NH 030342751	11/12/19	11/11/23	\$0.07860
PSNH	56131984080323992000	29 DEER RUN RD, CANDIA, NH 030342127	11/12/19	11/11/23	\$0.07860
PSNH	56135211084181380005	South Rd., Candia, NH 03034	11/12/19	11/11/23	\$0.07860
PSNH	56135211084346973003	South Rd., Candia, NH 03034	11/12/19	11/11/23	\$0.07860
PSNH	56284211042370380003	74 HIGH ST, CANDIA, NH 030342751	10/30/19	10/29/23	\$0.07860
PSNH	56284211042505280004	74 HIGH ST, CANDIA, NH 030342751	10/30/19	10/29/23	\$0.07860
PSNH	56349680009786950000	Deerfield Rd., Candia, NH 03034	11/12/19	11/11/23	\$0.07860
PSNH	56423211051003280002	74 HIGH ST, CANDIA, NH 030342751	11/12/19	11/11/23	\$0.07860
PSNH	56594211039276280000	74A HIGH ST, CANDIA, NH 030342751	11/12/19	11/11/23	\$0.07860
PSNH	56594211039859873006	74A HIGH ST, CANDIA, NH 030342751	11/12/19	11/11/23	\$0.07860
PSNH	56781341045822701006	High St., Candia, NH 03034	11/12/19	11/11/23	\$0.07860
PSNH	56823211057875280008	High St., Candia, NH 03034	11/12/19	11/11/23	\$0.07860
PSNH	56869635037261313003	0 Deerfield Rd., Candia, NH 03034	11/12/19	11/11/23	\$0.07860
PSNH	56870895091407280009	64 HIGH ST, CANDIA, NH 030342751	11/12/19	11/11/23	\$0.07860
PSNH	56959551052453811003	55 HIGH ST, CANDIA, NH 030342764	11/12/19	11/11/23	\$0.07860
PSNH	80009530132	74 HIGH ST, CANDIA, NH 030342751	10/30/19	10/29/23	\$0.07860

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

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

Sales Rep: Jesse McKay

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Payments to Certain Third-Parties: You acknowledge and understand that

- We are making a payment to Standard Power of America, Inc. in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Standard Power of America, Inc.
- Standard Power of America, Inc. is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to Standard Power of America, Inc..

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Sales Rep: Jesse McKay

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Judith A. Szot
15 Libbee Road
Candia, New Hampshire 03034

April 3, 2019

Mrs. Susan Young, Chairman
Board of Selectmen
74 High Street
Candia, New Hampshire 03034

Dear Sue,

I am writing your board to request reappointment to the Candia Zoning Board of Adjustment. I have served this board for many years and feel that my knowledge and skills can continue to be an asset to the town.

I would hope your board would look favorably upon my request for reappointment to this board.

Yours truly,

Judith A. Szot