

May 13, 2019

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

Work Summary:

- There was 1 sand/salt run
- Tree work on North, Healey, Currier, Podunk, & Lane Roads
- Grading on all gravel roads
- Patching as needed
- Shoulder work town wide to repair winter storm damage



Dennis Lewis
Road Agent

Chief Michael McGillen
Candia Police Department
74 High Street
Candia, NH 03034



54 LOOK
PLEASE READ
C.R.
RD
BEB
BC

April 24, 2019

Dear Chief McGillen,

This letter serves as my official resignation from my position as Police Officer for the town of Candia, NH. My last day of employment will be Wednesday May 8, 2019.

It has been an honor and a privilege to serve the Town of Candia, NH as a Police Officer for the past 19 years.

Sincerely,

A handwritten signature in cursive script that reads "Kenneth L. McCarron, Jr.".

Officer Kenneth L. McCarron, Jr.

Cc: Town of Candia, NH Board of Selectmen

No Crime Incident Event Breakdown

Event	Description	Total	%
911	911 Hang Up	0	00.0
ACP	Animal Complaint	1	00.8
AFE	Assist Fire/EMS	0	00.0
AIM	Aided Motorist	0	00.0
AL	ALARM	0	00.0
AOA	Assist Other Agency	12	10.2
ASC	Assist Citizen	16	13.6
BEA	BEAS Investigation	1	00.8
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	2	01.7
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	3	02.5
MED	Medical Call	2	01.7
MIP	Missing Person	0	00.0
MVC	MOTOR VEHICLE COMPLAINT	1	00.8
NC	Noise complaint	2	01.7
NDT	National Drug Take Back	1	00.8
NED	Neighbor Dispute	0	00.0
NO	NOTIFICATION	0	00.0
NTO	No Trespass Order	0	00.0
OD	DRUG OVERDOSE	2	01.7
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	29	24.6
RAD	RADAR ENFORCEMENT	0	00.0
RH	Road Hazard	1	00.8
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	00.8
SEC	SECURITY CHECK	0	00.0
SGA	Suspected Gang Activity	0	00.0
SP	SERVE PAPERS	21	17.8
SPA	SUSPICIOUS ACTIVITY	6	05.1
SPM	SUSPICIOUS MOTOR VEHICLE	2	01.7
SPP	SUSPICIOUS PERSON	1	00.8
SR	Safe Schools Report	0	00.0
SSA	SAFE SCHOOLS ACT	4	03.4
SUI	SUICIDE	0	00.0
SX	Sex Offender Registration	4	03.4
TE	Traffic Enforcement	0	00.0
TRU	Truancy	1	00.8
WD	Tree / Wires Down	0	00.0
VIN	VIN VERIFICATION	0	00.0
WB	Well Being Check	4	03.4

Offense Listing
01/01/2019 - 04/30/2019

05/10/2019

Offenses (State Law) By Month

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>TOTALS</u>
Simple Assault; Physical Conta	0	1	0	0	1
Simple Assault; BI	0	2	0	0	2
DV; Simple Assault; Physical C	0	0	2	0	2
Criminal Threatening - Conduct	0	1	0	0	1
Criminal Threatening - conduct	0	0	1	0	1
Theft by Unauthd Taking \$1501+	0	0	1	0	1
Theft by Unauthd Taking \$0-\$10	2	0	0	0	2
Attempt To Commit	0	1	0	0	1
Theft by Unauthd Taking \$0-\$10	1	2	1	0	4
Theft by Unauthd Taking \$1501+	0	0	0	1	1
Deceptive Practices; Loss more	0	0	0	1	1
Attempt To Commit	1	0	0	0	1
Theft by Deception \$1501+	0	1	1	0	2
Credit Card Fraud, \$0-\$1000	0	0	1	0	1
False Personation	0	1	0	0	1
Identity Fraud; Pose to get In	1	1	0	0	2
Identity Fraud; Pose as Anothe	1	0	0	0	1
Identity Fraud; Obtain Persona	4	2	0	0	6
Identity Fraud; Obtain Info fo	1	0	0	0	1
Identity Fraud; Pose to get In	1	0	0	0	1
Criminal Mischief	1	0	0	1	2
Child Sex Abuse Image; Sell, T	0	0	1	0	1
Issuing Bad Checks \$0-\$1000	0	1	0	0	1
DUI - impairment	0	0	2	0	2
ARREST ON ANOTHER AGENCY'S WAR	1	0	0	0	1
Unlawful Activities; Litter Co	0	0	0	1	1
Dog; Menace, Nuisance, Vicious	1	0	1	2	4
DEATH INVESTIGATION	0	0	0	1	1
CRIMINAL LIABILITY FOR CONDUCT	1	0	0	0	1
Harassment	0	0	0	1	1
DOG RUNNING AT LARGE-Candia T.	1	0	1	0	2
Suspension of Vehicle Registra	1	1	3	0	5
Drive after Rev/Sus; Reckless	1	0	0	0	1
Drive after Rev/Sus - subsqt	1	0	0	0	1
Drive after Rev/Suspension	0	1	3	0	4
Conduct After Accident	1	1	2	0	4
Lane Control	0	0	1	0	1
Fail/Yield @ Stop or Yield Sig	0	0	1	0	1
Disobeying an Officer	0	0	1	0	1
APPEAL OF ADMINISTRATIVE LICEN	0	0	2	0	2
Uninspected Vehicle	0	0	1	0	1
Spillage of Material by person	0	0	1	0	1
TOTALS	21	16	27	8	72

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

Memo

Date: May 13, 2019
To: Board of Selectmen
Re: Monthly Report

April 2019 HIGHLIGHTS

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

Candia Fire Rescue

Candia, NH

This report was generated on 5/6/2019 10:23:10 AM

**Incident Statistics**

Start Date: 04/01/2019 | End Date: 04/30/2019

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		24	
FIRE		17	
TOTAL		41	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$82,025.00		\$82,025.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		3	
Aid Received		4	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
2		4.88	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1	0:11:11	0:12:45	
AVERAGE FOR ALL CALLS		0:11:46	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1	0:05:52	0:06:38	
AVERAGE FOR ALL CALLS		0:06:09	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Candia Fire Rescue		30:55	

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 5/6/2019 10:24:00 AM



Incident Type Count per Station for Date Range

Start Date: 04/01/2019 | End Date: 04/30/2019

INCIDENT TYPE	# INCIDENTS
Station: 1 - STATION 1	
112 - Fires in structure other than in a building	1
114 - Chimney or flue fire, confined to chimney or flue	1
118 - Trash or rubbish fire, contained	1
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	1
321 - EMS call, excluding vehicle accident with injury	22
324 - Motor vehicle accident with no injuries.	1
350 - Extrication, rescue, other	1
511 - Lock-out	1
550 - Public service assistance, other	2
551 - Assist police or other governmental agency	1
553 - Public service	2
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	2
651 - Smoke scare, odor of smoke	1
743 - Smoke detector activation, no fire - unintentional	2
# Incidents for 1 - Station 1:	
41	

Only REVIEWED incidents included.

April, 2019
Building Activity Report Summary

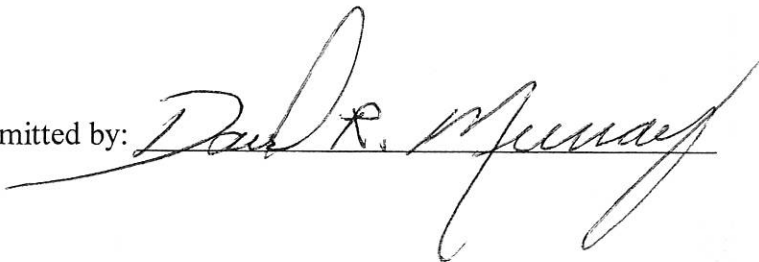
	<u>April, 2018</u>	<u>April, 2019</u>
Permits Issued	29	33
New Code Enforcement Cases	0	0
Open Code Enforcement Cases	3	4
Code Enforcement Cases Closed	0	0
Inspections Performed	73	79
CO's/CC's & Closed Permits	22	29
Renewed Permits	1	0

Revenue April 2018
\$2,749.00 + \$79.00 renewal fees = \$2,828.00

Revenue April 2019
\$3742.00 + \$0 = \$3742.00

Revenue YTD April 2018
\$4,250.10 + \$2,828.00 = \$7,078.10

Revenue YTD April 2019
\$4005.82 + \$3742.00 = \$7747.82

Submitted by: 

Date: 5/13/2019

April 2019

INSPECTION BREAKDOWN including CO's

Commercial, Mixed, L1, L2

Electrical (EL)	1
Gas Burner (GB)	1

Residential

Building (BP)	10
Electrical (EL)	14
Fireplace (FP)	1
Gas Burner (GB)	3
Gas Piping (GP)	2
Life Safety (LS)	1
Mechanical (ME)	1
Oil Burner (OB)	1
Plumbing (PL)	6
Roofing (RF)	3
Septic System (SE)	2
Solar Panels (SO)	1
Underground Tank (UG)	3
CO's and Closed Permits	29

Total Inspections: **79**

BREAKDOWN PERMITS ISSUED

Building (BP)	12
Electrical (EL)	8
Gas Piping (GP)	2
Life Safety (LS)	1
Mechanical (ME)	1
Oil Burner (OB)	1
Plumbing (PL)	2
Roofing (RF)	3
Septic System (SE)	1
Underground Tank (UG)	2

Total Permits: **33**

April 2019
Candia Recycling Center Monthly Report

	<u>April, 2018</u>	<u>April, 2019</u>
M.S.W. (Trash)	61.51 tons	73.84 tons
C&D Debris	41.70 tons	54.88 tons
Total waste	103.21 tons	128.62 tons

Recyclables

	<u>April, 2018</u>	<u>April, 2019</u>
Mix Paper	14 bales 11.33 tons	5 bales 3.75 tons
Cardboard	8 bales 5.60 tons	7 bales 5.05 tons
#1 - #7 plastics	3 bales 1.79 tons	2 bales 1.33 tons
Alum. Cans	2 bales .74 tons	2 bales .81 tons
Tin cans	3 bales 2.00 tons	2 bales 1.42 tons
#2 natural plastic	1 bale .36 tons	0
Total bales	31 bales 21.89 tons	18 bales 11.55 tons
Glass -	0	1 load 9.91 tons
Electronics -	1 swap 2.84 tons	1 swap 2.85 tons
Total weight	24.73 tons	24.31 tons

<u>Revenue</u>	
<u>April, 2018</u>	<u>April 2019</u>
\$2200.97	\$164.60
2018 YTD - \$7251.93	2019 YTD - \$11,363.84

There were 60 Freon units recycled in April 2019.

Andria Hansen

From: Chuck Whitcher <chuck.whitcher@hotmail.com>
Sent: Monday, May 13, 2019 1:43 PM
To: Andria Hansen
Subject: monthly report
Attachments: April 2019.doc

Hi -
here it is. It is important to note that on April 2nd, which is a Tuesday, there were three hauls done that day, 2 C&D and 1 compactor of trash that weighed just over 20 tons combined, all of this material was collected in March, Saturday and Sunday (3/30 & 3/31), but because it was hauled out on April 2nd, all of this tonnage is reported in April..... this is why the totals for the month are higher than last year in April..... if it is questioned by the BOS, this is why the totals are higher.

Thank you,
Chuck

TOWN OF CANDIA

Policy Number: 2011-004
Subject: INVESTMENT POLICY
Adoption Date: March 24, 2014
Revision Date:
Effective Date: April 24, 2017
Supersedes:

SECTION 1. PURPOSE

The investment policy establishes a framework for the safe and prudent investment of public funds. It also provides guidance and direction for elected officials and staff in the daily conduct of investing activity in addition to improving consistency, creating and defining accountability and in ensuring that laws are followed.

This policy shall be known as the "Town of Candia Investment Policy" and may be cited as such.

SECTION 2. SCOPE

The investment policy applies to all financial assets in the custody of the Town Treasurer of the Town of Candia, New Hampshire. These funds are accounted for in the Town's annual audited financial reports and include the following:

- General Fund
- Sub-accounting funds
- Special revenue funds
- Capital Project funds
- Any new funds created by the Town, at Town Meeting or by the Board of Selectmen, unless specifically exempted by the articles of its creation.

Furthermore, the investment policy applies to all transactions involving the financial assets and related activity of all the foregoing funds.

SECTION 3. OBJECTIVES

The investment policy objectives are stated below:

1. To ensure the preservation of capital and the protection of investment principal;
2. To maintain sufficient liquidity to meet operating requirements;
3. To satisfy all legal requirements;
4. To attain market-average rate of return on investments taking into account risk and legal constraints and cash flow considerations.

SECTION 4. GENERAL POLICY

All depository accounts of the Town must be held in the name of the Town. All income payable to the Town and all revenue received by the Town shall be forwarded to the Town Treasurer.

In selecting depositories, the credit worthiness of institutions shall be considered and the treasurer shall conduct a comprehensive review of the prospective depositories' credit characteristics and financial history.

The investment policy delegation of authority is stated below:

1. In accordance with Chapter 41:29 of the Revised Statutes Annotated (RSA) (Appendix A), of the State of New Hampshire, the responsibility for conducting investment transactions resides with the Town Treasurer, with the approval of the Board of Selectmen. No person may engage in an investment transaction except as provided under the terms of this policy and the internal procedures and controls hereby established.
2. Whenever the town treasurer has in custody an excess of funds which are not immediately needed for the purpose of expenditure, the town treasurer shall invest the same in obligation of the United States government, in the public deposit investment pool established pursuant to RSA 383:22. The Treasurer may also invest such funds in deposits of Interest Bearing Accounts of Federally Insured Banks chartered under the laws of New Hampshire, or chartered by the Federal Government with a branch within the state.
3. The investment policy will be conducted in accordance with the "prudent person" standard which requires that:
Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
4. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict (or appear to conflict) with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

SECTION 5. TOWN TREASURER DUTIES

The Town Treasurer shall have custody of all moneys belonging to the Town, and shall pay out the same only upon orders of the Selectmen, or, in the case of a conservation fund established pursuant to RSA 36-A:5, upon the order of the conservation commission or in the case of a heritage commission fund established pursuant to RSA 674:44-a upon the order of the local land use board or its designated agent, or in the case of a recreation revolving fund established pursuant to RSA 35-B:2, upon the order of the recreation or park commission, or other board or body designated by the town to expend such a fund.

The Town Treasurer shall keep in suitable books provided for the purpose of a fair and correct account of all sums received into and paid from the town treasury, and of all notes given by the town, with the particulars thereof. At the close of each fiscal year, the treasurer shall make a report to the town, giving a particular account of all financial transaction during the year. The Treasurer shall reconcile monthly all depository cash accounts and public fund accounts established pursuant to RSA 383:22, and submit the treasurer's books and vouchers to the Town and to the town auditors for examination, whenever so requested.

SECTION 6. REVIEW AND AMENDMENT:

This policy shall be reviewed at least annually by the Board of Selectmen, or its designee, with changes made as warranted, followed by re-adoption by the governing body.

The Board of Selectmen reserves the right to implement changes to this policy without prior notice if it is deemed in the Town's best interest.

This policy is available for public review and inspection. A copy may be obtained by contacting the Selectmen's Assistant/Office Manager.

A copy of this Policy shall be posted on the Town of Candia Website.

Adopted by vote of the Board of Selectmen on this date the 24th of April 2017.

Cathy Rehn 4-26-17
Chairman

Susan P. Young
Vice - Chairman

Russell Dunn

Scott K

Wm F. [Signature]

Received and Recorded: May 11, 2017

Christine Dupere
Christine Dupere, Town Clerk

TOWN OF CANDIA

Policy Number: 2011-001-2
Subject: PETTY CASH
Sub-Policy of: INTERNAL CONTROL MASTER POLICY
Adoption Date:
Revision Date:
Effective Date:
Supersedes:

SECTION 1. PURPOSE

The Town of Candia deposits substantial sums of money each year carrying out the many functions and services that it provides. Taxpayers have a right to expect that the municipality's operations be carried out efficiently and expeditiously with adequate financial control and accountability.

The objective of this policy is to attempt to strike a balance between the need for department operating efficiency and flexibility, and the need for financial control and accountability. It is also the purpose of this policy to establish procedures for the handling, turnover, and timely deposit of Town monies collected by departments, boards, and commissions.

This policy shall be known as the "Town of Candia Petty Cash Policy" and may be cited as such and is a sub-policy of the "Town of Candia Internal Control Master Policy".

SECTION 2. DEFINITIONS

Petty Cash An amount of money assigned to a department to be used for small purchases and/or as a cash drawer for collection of moneys and making change for customers. The Petty Cash amount remains constant and is represented by cash, checks, coin, or receipts for purchases.

Receipt A three-part form (from a bound receipt book or other acceptable type) that acknowledges the conveyance of money and includes the following details:

- Date
- Received from
- Amount
- Payment Type (check, cash, etc.)
- Reason
- Received by

SECTION 3.

POLICY

Petty Cash is for official business only, specifically the making of change to a customer or reimbursement of small amounts for items purchased by employees for business. Authorized Petty Cash amounts for the Town of Candia are:

Town Clerk's Office	= \$200.00
Tax Collector's Office	= \$200.00
Board of Selectmen's Office	= \$100.00

PROCEDURE

- 3.1 **No** department is to establish a petty cash system without consent from the Board of Selectmen and start up instructions from the Office Manager and Treasurer.
- 3.2 Cash boxes or zippered bank bags will be used to store petty cash and must be secured at all times.
- 3.3 A receipt will be issued by the authorized personnel for each payment made out of petty cash. This receipt is to be signed by the authorized petty cash personnel and the employee receiving the petty cash.
- 3.4 Payments out of petty cash will be made when a valid receipt is presented. Should pre-payments out of petty cash be necessary, a receipt for the amount of petty cash to be prepaid, and an explanation of the purpose of the pre-payment must be signed by the authorized petty cash personnel and the employee receiving the petty cash and placed in the petty cash box/bag. When a valid receipt is presented and any change returned, the dollar amount on the petty cash receipt will be adjusted and the changes initialed by **all** signees.
- 3.5 **No** employee shall use Petty Cash for any personal business, even if the intent is to reimburse Petty Cash.
- 3.6 There shall be **no** cashing of personal, third party, or Candia payroll checks through Petty Cash.
- 3.7 At **all** times the total of receipts added to the cash remaining in the petty cash box must equal the predetermined petty cash base amount.
- 3.8 Under **no** circumstance will the authorized petty cash personnel or the employee use personal funds to compensate shortages. All shortages must be brought to the attention of the Office Manager and Treasurer immediately upon discovery.



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:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
--	--

FOR INTERNAL USE ONLY

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](https://www.puc.nh.gov/Regulatory/Docketbk/2016/16-853/LETTERS-MEMOS-TARIFFS/16-853%202017-10-09%20HONIGBERG%20CERTIFICATION%20RULES.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>.

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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

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- 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

G267093.300668.0 Printed: 3/19/2019

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

Sales Rep: Jesse Mckay

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PUBLIC NOTICE

The Candia Board of Selectmen will hold a public hearing at their regular scheduled meeting on Monday, May 13th, 2019 at 7:00 p.m. to accept quarterly grants and donations in accordance with RSA 31:95-b, III (a).

Attachment from Candia Selectmen's Meeting on 5/13/2019

[illegible]

Attachment from Candia Selectmen's Meeting on 5/13/2019

[illegible]

GIFT IN TRUST

Ingrid Byrd (hereinafter "Granter") hereby grants and conveys a gift to the Smyth Memorial Library. The gift to be know as the Ingrid and Kim Byrd Smyth Memorial Library Building Trust, to be subject to the following terms and conditions:

1. This Trust shall be non expendable, and only the income generated from the principal shall be spent in any calendar year.
2. The funds so generated shall be used for the maintenance, improvement, and operation of the Smyth Memorial Library Building.
3. The funds shall be managed by the Town of Candia Trustees of the Trust Funds.
4. In the event that the Smyth Memorial Library Building is no longer owned or operated by the Town of Candia then:
 - a. The principal of the fund shall be used for the purpose of
maintenance, improvement, and operation of the Fitts
Museum.
5. The Trustees of the Trust Fund shall have the power to receive and accept funds as addition to the trust created herein, and hold and administer such funds under the provisions of this trust.

Date:

11/09/18

Witness

Carla Dufield
Dorcas Becker

Ingrid Byrd

Ingrid C. Byrd

Andria J. Hansen



6. The interest earned by the Ingrid and Kim Byrd Smyth Memorial Library Building Trust will be expended solely under the direction of the Trustees of the Smyth Memorial Building.

Witness

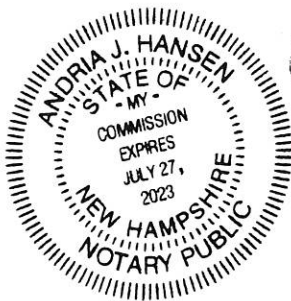
Carla Pinquiel
Donna Becker

Ingrid Byrd

Ingrid Byrd

Date

1/7/19



Andria J. Hansen

This document is to be added to the original Ingrid and Kim Byrd Smyth Memorial Building Trust document dated 11/09/18