

**Hooksett Sewer Commission
December 7, 2021
Meeting Minutes**

This meeting was called to order at 12:00pm. Present were Chairman Sidney Baines, Commissioner Richard Bairam, Commissioner Robert Duhaime, Superintendent Ken Conaty and Assistant Superintendent John Clark.

Approve and Sign manifest

Approve Minutes: Commissioner Richard Bairam made motion to approve the meeting minutes from November 16, 2021. Commissioner Robert Duhaime seconded. All in favor, the motion was carried unanimously.

Read Correspondence

Financial Report: None

Scheduled Appointments: None

Superintendent Conaty's Report:

Plant:

- Preparing to send in DMR for month of November, there were no violations

TIF:

- Granite woods project was approved by TIF. The project will be presented to the Town Council at 6:00pm on December 7, 2021. Superintendent Conaty will attend.

Phase III:

- PBR is sending submittals to Underwood

Solar:

- The Town Administrator has asked Ken to put a solar presentation together to present to the town.
- Superintendent Conaty presented the service contract with Revision Energy for the solar field. The Sewer Commission will need to sign it and send it back to Revision. (Attachment Sheet 1)
- Superintendent Conaty and Assistant Superintendent Clark have put together a solar tracking chart. They presented this chart to the Sewer Commission. (Attachment Sheet 2)

Force Main Replacement:

- Still waiting on design
- We will resubmit to NHDES with the Martin's Ferry Upgrades included
- Superintendent Conaty is looking into available grant money

Dewatering Upgrade/Pilot Study:

- Underwood is doing evaluations and recommendations which are due this month

Asset Management:

- Working on work orders and GIS. John Jackman will be coming in to assist.

Merrimack Street Station:

- Waiting for prices on pumps and control upgrades. One vendor came in with a price of \$144,000.00. Superintendent Conaty felt this was a fair price but is waiting for other pricing to come in.

Construction Project Status:

- Otterson Property: Catholic Charities is looking into putting 120 residential units and 8 commercial units. This possibility was discussed at the last Management meeting. This is a limited flow area as far as sewer is concerned because of the pump station. Town Administrator Garron suggested making upgrades to the pump station a stipulation with this project.
- The Property that houses Dudes barber shop on Hooksett Road is looking into putting a gas station in. Superintendent Conaty and Assistant Superintendent Clark looked at the plans and were impressed with what they saw so far.
- 12 Units are being considered at 3 Dartmouth Street. Superintendent Conaty is not sure about the approval of this project.
- 6 Units are being considered at 4 Pleasant Street
- A car and dog wash is being considered near the Beanery
- Dominos is moving into Gilberts Block area. Superintendent Conaty is in the process of approving plans for this project.
- David Scarpetti is working on getting zoning approval for 72 units off the Hooksett Turnpike.
- The Granite woods 500k sq. ft. warehouse is waiting on Town Council approval.
- The Amazon parking lot on Technology Drive is going to be started soon.
- 10 permits were issued for the University project last week. This is the last stretch of road for this project.
- Platinum Truck is going in at 1380 Hooksett Road. Sewer for this location will be worked on in the spring.
- University Townhouses will begin next summer
- Berry Hill was issued 2 permits last week. This is the last stretch of road with 12 homes for this project.
- Autumn Frost development is working on the last 3 houses.
- The townhouse foundations are in for the Maurais project, no permits have been issued yet.
- 7 Martins Ferry project was sold to Lamontagne Builders. The time line for this project is looking like 2023.

Other:

- GE permit approved by NHDES and was sent to GE for signature. Eversource contacted Ken in regards to a discharge permit. He is in contact with them and working through what they need.
- Superintendent Conaty is working with EII on radio communications and working with Hooksett Village Water on locating an antenna on the water tower.
- Working with Pro Technologies on a new burglar/fire alarm system for the plant
- Pete Boetcher will no longer be supporting the alarms after June 1, 2022.
- The van sold on Municibid for \$3800.00
- The new floors in the Sewer Commission office will be installed this week.
- The adoption by the town of the Juneteenth Holiday failed at the town council.
- The new truck is being undercoated today.
- Lavallee oil sold to Dead River.
- Superintendent Conaty attended the Management meeting. The town was helpful with the warrants.
- Superintendent Conaty is pricing out dumpsters. It is needed for grit and rag removal. (Attachment 3)
- ARPA and infrastructure money (Attachment sheet 4).
- Warrant Articles- requires a vote to approve sending them to the town. (Attachment sheet 5)
Commissioner Robert Duhaime made motion to approve the presented warrant articles and send them to the town. Commissioner Richard Bairam seconded. All in favor, the motion was carried unanimously (Attachment 5).

Old Business: TIF update every third Tuesday of the month

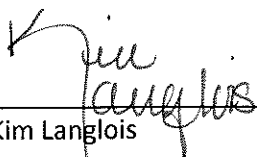
New Business: The next sewer commission meeting is on Tuesday December 21, 2021

Non-public Session: Commissioner Richard Bairam made motion to go into non-public session under **RSA 91-A:3, II(e)**. at 12:56pm. Commissioner Robert Duhaime seconded. All in favor, the motion was carried unanimously. Commissioner Richard Bairam made motion to come out of non-public session at 1:15pm. Commissioner Robert Duhaime seconded. All in favor, the motion was carried unanimously. No decisions were made during non-public session.

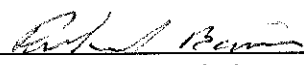
Public Input: None

Adjournment: Commissioner Robert Duhaime made motion to adjourn at 1:15pm. Commissioner Richard Bairam seconded. All in favor, the motion was carried unanimously.

Respectfully Submitted,



Kim Langlois



Richard Bairam, Clerk



Operation and Maintenance Services Agreement

This Operation and Maintenance Services Agreement ("Agreement") is made this ____ day of _____, 2021 ("Effective Date") by and between:

Contractor:	Owner:	Solar Facility ("System"):
Revision Energy Inc.	Hooksett Sewer Commission	Hooksett WWTP
758 Westbrook St. South Portland, ME 04106	1 Egawes Drive Hooksett, NH 03106	1 Egawes Drive Hooksett, NH 03106
service@revisionenergy.com (207) 221-6342	hooksettsewer@comcast.net (603) 485-4112	713.25 kW dc ("System Size")
	"Service Level" selected by Owner:	Gold

Contractor and Owner agree as follows:

- 1. Scope of Work.** Contractor agrees to perform the work tasks set forth in Attachment A of this Agreement for the Service Level selected by Owner above (the "Services"). Contractor shall perform the Services and its obligations under this Agreement in a manner using commercially reasonable efforts that (a) preserves all Warranties, (b) optimizes the performance of the System, (c) minimizes the variable operating costs of and wear and tear on the System, including using commercially reasonable efforts to: (i) maximize System availability, (ii) maximize System output, and (iii) minimize System operating expenses, and (d) maximize profit generated from the sale of electrical energy and renewable energy certificates; each in accordance with Industry Standards and Contractor's obligations as set forth in this Agreement.
- 2. Compensation.** Owner will compensate Contractor for performing the Services at the rates and on the terms as set forth in Attachment B of this Agreement for the Service Level selected by Owner above (the "Compensation"). Any additional work performed by Contractor, outside the scope of Services of the Service Level selected by Owner, shall be performed and invoiced in accordance with the Time and Materials Rate Schedule set forth in Attachment B.
- 3. Payment:** Contractor shall invoice Owner for the annual Compensation at the beginning of each year of the Term and such payment shall be due within thirty (30) days of Owner's receipt of invoice. Contractor may invoice for additional work as it occurs, but in no case shall Contractor bill Owner more frequently than once per month. Invoices outstanding for more than 30 days shall accrue interest at the rate of 1% per month or any part thereof. If Owner pays by wire transfer, all such wire transfers shall be twice pre-verified by verbal verification and a separate call-back verification between Owner and Contractor. No payment by wire transfer shall be deemed to have been delivered to Contractor unless and until the payment is in fact deposited into Contractor's accounts.



4. **Term.** The Term of this Agreement will be for one (1) year and will continue thereafter on a year-to-year basis with an automatic renewal on the anniversary date of this Agreement until cancelled by either party. Either party may cancel this Agreement with four weeks written notice at any time without further liability to the other Party, provided however, Contractor shall be paid for all Services performed before the effective date of any termination (which amounts shall be due immediately upon termination).
5. **Standard of Care.** Contractor (including its employees, agents, subcontractors) shall perform the Services with diligence, skill and care, in a clean, safe, efficient and environmentally acceptable manner and maintain the System in efficient operational condition and good mechanical condition and in accordance with (i) this Agreement, (ii) all Applicable Laws (defined below) and Licenses and Permits (defined below), (iii) all applicable warranties and guarantees provided by manufacturers, suppliers, or contractors relating to or arising from the System and all component parts thereof (the "Warranties"), (iv) all System (and all component parts thereof) manufacturers' maintenance instructions and specifications (the "Manuals"), (v) in accordance with Industry Standards (defined below), and (vi) any applicable code of conduct or safety program governing Contractor's Services. Contractor (or its subcontractor, as applicable) shall obtain all Licenses and Permits required for it to do business and perform the Services in the jurisdictions where the Services are to be performed. "Industry Standards" means those reasonable and prudent practices, standards, methods, means, techniques, operations, and acts normally practiced by solar operators, maintenance providers, asset management providers, and renewable energy certificate management providers in performing services of a similar nature for comparable solar projects in the jurisdiction where the Services are to be performed, and that comport with the care, skill and diligence as a reasonably prudent business company of established reputation engaged in the solar energy business would exercise in the conduct of its business and with applicable solar energy industry standards in the same region as the System, safety and environmental considerations and manufacturer's recommendations. "Applicable Law(s)" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority. "Governmental Authority" means any national, autonomic, regional, state, county, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing. "Licenses and Permits" means authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority required for the ownership, use, operation and maintenance of the System.
6. **No Joint Venture.** Owner and Contractor are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and Owner or any employee or agent of Owner.

- 7. Use of Contractors and Subcontractors.** Contractor shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement; provided, however, that such contractors and subcontractors shall be duly licensed, shall comply with the insurance requirements in Section 13, and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Contractor shall continue to be responsible for its obligations under this Agreement and for the quality of the work performed by its contractors and subcontractors.
- 8. Exclusive Remedy; Default and Termination.** Owner's and Contractor's sole obligation and exclusive remedy to each other, in the event of an alleged breach or defect in any service provided hereunder is the correction by that party of such alleged breach or defect. If after repeated efforts that party is unable to correct, or if that party fails within reasonable time to attempt to correct and continues not to attempt to correct within (10) days of receipt from the other party of written notice of such breach or defect, the other party shall be entitled to terminate this Agreement and to recover actual damages. Both parties understand and agree that this exclusive remedy allocates risk of service defects between the parties as authorized by applicable law.
- 9. Indemnification.** Owner and Contractor agree to indemnify and hold harmless each other from any claims, actions or other proceedings and any losses, damages or liabilities asserted by third parties in respect to personal injury or death to any person, or damage to any property arising out of or based upon any act or omission of the parties in performance of this Agreement. These indemnities shall include but are not limited to any amount paid in settlement of any such claims, actions, proceedings, losses, damages or liabilities and any legal fees and expenses incurred by any indemnitee hereunder in defending or settling any case or controversy thereof.
- a. Environmental Indemnification. In addition, Contractor shall indemnify, defend and hold harmless Owner from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the System of any Hazardous Substance (as defined below) to the extent deposited, spilled, released, disturbed, or otherwise caused by, or to the extent that any pre-existing condition was exacerbated by, Contractor or any of its contractors or agents. Owner shall indemnify, defend and hold harmless Contractor from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the System of any Hazardous Substance (including but not limited to any Hazardous Substance resulting from or relating to any pre-existing conditions and any settling or subsidence of the land below the System), except to the extent deposited, spilled, released, disturbed or otherwise caused by, or to the extent that any pre-existing condition was exacerbated by, Contractor or any of its subcontractors or agents.
- b. Solar Operations on Closed Landfill. The Parties further agree that for Systems located on a closed landfill, solely by virtue of its entry upon the premises where



the System is located and the taking of actions authorized by or consistent with this Agreement, neither the Contractor nor any of its agents, subcontractors shall have, or shall be deemed to have, in any way participated in the operation of the former landfill on the System premises ("Landfill") or assumed any liability or obligation associated with materials of any type or description (including Hazardous Materials) deposited, stored, or received on or within the Landfill by the owner of the Landfill, or any predecessor owner or operator. Except to the extent deposited, spilled, released, disturbed, or otherwise caused by, or to the extent that any pre-existing condition was exacerbated by, Contractor or any of its contractors or agents, Contractor shall at no time have any control over or responsibility for the disposal or remediation of any wastes or materials at the Landfill.

- i. Each Party hereby agrees to defend, indemnify and hold harmless the other party hereto from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities (collectively, the "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Landfill or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, the "Actions"), that arise from the indemnifying party's activities on or at the Premises. The indemnification obligations set forth in this Section 9.b.ii specifically include, without limitation, costs incurred in connection with any investigation of site conditions and/or any cleanup, remedial, removal or restoration work required by any governmental authority.
- ii. The Parties acknowledge certain contractual and regulatory obligations are in place relating to the cleanup, remediation, and monitoring of the Premises. Purchaser and Seller each agree and covenant that at all times they shall comply with any and all obligations under the Landfill Closure and Remediation Program, 38 M.R.S.A. §1310-C et. seq., and in respect of any agreements between Purchaser and its designated environmental consultant or other entity contracted to perform remediation and/or monitoring activities] (collectively the "Remediation Obligations"). Subject to Section 10, each party shall indemnify the other for any and all costs, damages or losses incurred by the indemnified party as a result of Remediation Obligations imposed by a binding order of a Governmental Authority, to the extent such Remediation Obligations are required by the acts or omissions of the indemnifying party.
- c. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the premises where the System is located or any deposit, spill or release of any Hazardous Substance.

- i. "*Hazardous Substance*" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

10. Limitations of Liability. IN NO EVENT SHALL OWNER OR CONTRACTOR BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING, WHETHER FORESEEABLE OR NOT, OCCASIONED BY OR ARISING OUT OF OWNER'S OR CONTRACTOR'S BREACH HEREOF OR PERFORMANCE HEREUNDER, DELAY IN PERFORMANCE OR ANY OTHER CAUSE WHATSOEVER. CONTRACTOR'S LIABILITY TO OWNER FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WILL BE STRICTLY LIMITED TO THE FEES THAT HAVE ACTUALLY BEEN PAID BY OWNER TO CONTRACTOR PURSUANT TO THIS AGREEMENT. THIS SECTION 7 (LIMITATION OF LIABILITY) SHALL SURVIVE THE TERM OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF SIX YEARS AFTER THE TERM OF THIS AGREEMENT.

11. Force Majeure. Force Majeure means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, default by subcontractors or suppliers; failure of the System to meet the Service Requirements set forth in Attachment A; an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; epidemics or pandemics; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; highly abnormal or severe weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; epidemics and pandemics; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.



- a. The parties acknowledge that either Party's, or both Parties', ability to provide uninterrupted performance may be impacted as a direct consequence of the Covid-19 pandemic. To the extent that either Party is, or both Parties are, unable to perform as set forth in this Agreement as a direct result of the Covid-19 pandemic, the Parties will work in good faith to come up with mutually-agreeable workarounds. However, neither Party whose performance is suspended or terminated shall be in breach of any aspect of this Agreement, as a direct consequence of pandemic-related service issues that constitute a Force Majeure event.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, however, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.

12. Resolution of Disputes & Choice of Law. Any claim or controversy or claim arising out of or relating to this Agreement, or the formation or breach thereof, shall be settled by arbitration in Concord, NH in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Hampshire applicable to agreements made and to be performed within such state without regard to principles of Conflicts of Law.

13. Insurance.

- a. Contractor shall maintain the following insurance coverage:
 - i. Worker's Compensation Insurance, with statutory limits;
 - ii. A Commercial General Liability Policy ("CGL") which shall provide for limits in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate;
 - iii. Umbrella General Liability Policy ("Umbrella"), which shall provide for limits in the amount of \$5,000,000 dollars for each occurrence and \$5,000,000 in the aggregate; and

- iv. Automobile coverage with \$1,000,000 per occurrence and annual aggregate.
- b. Owner shall maintain the following insurance coverage:
 - i. property insurance on the System for the estimated replacement cost thereof; and
 - ii. at a minimum a CGL Policy in the amount of \$1,000,000 dollars for each occurrence and \$2,000,000 in the aggregate

14. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and is qualified to do business in the state where the applicable System is located.
- b. It has all corporate, and/or other legal capacity, authority and power to execute, deliver, and perform its obligations under, this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.
- c. Such execution, delivery and performance do not violate or conflict with (i) any law applicable to it, (ii) any provision of its constitutional documents, or (iii) any order or judgment of any court or other Governmental Authority applicable to it or any of its assets, and do not (a) result in any breach of, or constitute a default under, any contractual obligation, or (b) result in, or require, the imposition of and Lien on any of the properties or revenues of Contractor or on any of the properties or revenues of Owner other than arising from applicable law.
- d. All governmental and other authorizations, approvals, consents, licenses, notices and filings, if any, that are required to have been obtained or submitted by it with respect to this Agreement and the Services hereunder have been obtained or submitted and are in full force and effect, and it has complied with all conditions of any such authorizations, approvals, consents, notices and filings.
- e. Its obligations under this Agreement and any other document relating hereto to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law).

15. Successors and Assigns. This Agreement shall be binding upon the parties and their respective partners, affiliates, heirs, legal representatives, successors and assigns. No portion of this Agreement or any right or obligation thereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either party without prior written consent of the other party, except that Contractor may assign this Agreement to one of its affiliates without the consent of Owner.



- 16. Entire Agreement.** This Agreement, together with exhibits attached hereto and any written amendments thereof, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto.
- 17. Severability.** If any provision contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provisions in this Agreement; this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained.
- 18. Survivability.** Sections 6 (Indemnification) and 7 (Limitation of Liability) shall survive the Term of this Agreement and shall remain in full force and effect for a period of six years after the Term of this Agreement.
- 19. Notices.** All notices, requests, statements or payments will be made to the addresses and persons specified in the Work Order. All notices, requests, statements or payments will be made in writing and shall be delivered orally by telephone, by hand delivery, overnight delivery, or e-mail. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. In emergencies, notice may be provided orally by telephone and will be deemed to have been received at the time the call is received so long as a written copy of such notice is provided immediately thereafter in accordance with the requirements of this Section. Notice by e-mail will be deemed to have been received when the recipient of such e-mail personally acknowledges receipt, so long as the acknowledgment is not an automated response. A Party may change its address by providing notice of the same in accordance with the provisions of this Section.
- 20. General Interpretation.** The terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any person.

[Signature page follows.]

Attachment A Scope of Work

1. Scope of Services:

In accordance with Section 1 of this Agreement, Contractor shall perform the following designated Services for the Service Level selected by Owner:

Service Item	Bronze	Silver	Gold	Platinum
Annual Mechanical Site Inspection	x	x	x	x
Annual Electrical Site Inspection	x	x	x	x
Annual Production Report	x	x	x	x
Guaranteed Response Time*	x	x	x	x
Monthly Monitoring	x	x	x	x
Remote Troubleshooting	x	x	x	x
Thermal Imaging Inspection		x	x	x
Weekly Production Monitoring			x	x
Alarm Monitoring			x	x
Daily Production Monitoring				x
Unscheduled Site Visit				x

2. Service Item Descriptions:

- a. Annual Mechanical Site Inspection: Perform annual mechanical inspection, including spot torque checks of mechanical fasteners for electrical components, racking, modules and all items described in **Attachment C - Annual Inspection and Production Report**.
- b. Annual Electrical Site Inspection: Perform annual electrical inspection including visual inspection of internal electrical components, and voltage or current checks with system operating. Including all items specified in **Attachment C - Annual Inspection and Production Report**.
- c. Annual Production Report: Provide annual report in the form in **Attachment C - Annual Inspection and Production Report** detailing system performance versus projections.
- d. Alarm Monitoring: Respond to alarms originally set at commissioning or after commissioning that measure inverter vs. inverter performance and/or performance of system versus HelioScope projections. Monitor alerts and clear alerts not requiring further investigation or escalate to Owner to deploy a technician to the site or to determine next steps.
- e. Monthly Production Monitoring: Analyze production data against HelioScope projections, calculate discrepancies between actual and projected production, clear discrepancies not requiring further investigation, or escalate to Owner to deploy a technician to the site or to determine next steps.



- f. Remote Troubleshooting: Troubleshoot production issues arising from alarm, monthly, weekly or daily monitoring. Clear alerts not requiring further investigation, resolve issue remotely, or escalate to Owner to deploy a technician to the site or determine next steps.
- g. Thermal Imaging Inspection: Perform annual thermal imaging inspection including junction boxes, line and load terminations, AC and DC disconnect internal components, inverter internal components, et cetera. See all items specified in **Attachment C - Annual Inspection and Production Report**.
- h. Guaranteed Response Time*: Guarantees the Contractor's response time to either troubleshoot and resolve a production issue remotely, or to deploy a technician to the site to identify and determine recommended corrective action to a production issue. *The guaranteed response time varies in accordance with issue severity, and monitoring schedule, unless Contractor is alerted by system owner or host directly.

Issue Class	Definition	Contractor's On-site Response
Critical	Any issue creating an imminent danger to people or property.	Contractor representative will be on-site within twenty-four (24) hours
High	Any issue that reduces System production by 50% or more	Unless addressed remotely, Contractor representative will be on-site within three (3) working days
Medium	Any issue that reduces System production by 10-49%	Unless addressed remotely, Contractor representative will be on-site within seven (7) working days
Low	Issues that marginally affect system performance (less than 9%)	Unless addressed remotely, Contractor representative will address the next time they are onsite (for a Preventive Visit or for a higher priority corrective item)

- i. Weekly Production Monitoring: Analyze production data against HelioScope projections, calculate discrepancies between actual and projected production, clear discrepancies not requiring further investigation, or escalate to Owner to deploy a technician to the site or to determine next steps.
 - j. Daily Production Monitoring: Analyze production data against HelioScope projections, calculate discrepancies between actual and projected production, clear discrepancies not requiring further investigation, or escalate to client to deploy a technician to the site or to determine next steps.
 - k. Unscheduled Site Visit: Perform (1) unscheduled site visit (i.e. in addition to scheduled annual inspections), identify issue and propose solution.
3. Minimum System Requirements:
The parties acknowledge that Contractor's performance of the Services is contingent upon the System meeting certain minimum technical requirements, as described below:



Requirement	Bronze	Silver	Gold	Platinum
Helioscope	x	x	x	x
Internet and Power Connectivity	x	x	x	x
Web-Based Monitoring	x	x	x	x
Inverter-Level Monitoring		x	x	x
Alarm Monitoring Setup			x	x

- Helioscope: System must include an existing energy production modeling analysis to be reviewed and approved by Contractor, otherwise Contractor will complete.
- Internet Connectivity: System must remain connected to the internet in order for the DAS to function. From time to time, this may require Owner's reasonable assistance to access and/or reset the internet connection equipment.
- Web-Based Monitoring: System must include web-enabled data acquisition system for Contractor to access and review.
- Inverter-Level Monitoring: System must include data acquisition system capable of monitoring system performance at the inverter level.
- Alarm Monitoring Setup: System must include data acquisition system capable of error-reporting setup including inverter to inverter production comparison, programming of energy production modeling data points, etc.

Attachment B Compensation

Annual Compensation

Annual Compensation for the Services shall comprise: (i) a Flat Annual Fee, plus (ii) an annual Per-kW Fee, each for the Service Level selected by Owner for the applicable System size (collectively, the "Compensation"), escalating 2% every Agreement anniversary, at the following rates:

Fee Type	Bronze	Silver	Gold	Platinum
Flat Annual Fee	\$550	\$750	\$1,000	\$1,800
Per-kW Fee	\$4.00	\$4.50	\$6.00	\$7.50

A System that is installed as a carport, or other structure that allows vehicular traffic to pass beneath it, shall have the Annual Compensation for Services increased by a factor of 1.5.

First Year Annual Compensation Calculation: For the sake of clarity, the Parties agree that the First Year Annual Compensation Formula is: (Flat Annual Fee + (System Size kW dc * Per-kW Fee)) * Carport Factor, if applicable = Total
 $(\$1000 + (713.25 * \$6.00)) = \$5279.50$

Time and Materials Rate Schedule

Additional labor and materials, outside the scope of Services of the Service Level selected by Owner, shall be performed and invoiced at the following rates:

Labor Type	Regular Hourly Rate	Overtime Hourly Rate
Project Manager	\$145	\$217
Engineer	\$135	\$202
Master Electrician	\$125	\$187
Apprentice Electrician	\$105	\$157
Site Technician	\$90	\$135
Monitoring Specialist	\$75	\$112

- Travel time billed at above rates from nearest ReVision office location to site.
- Overtime Hourly Rate applies to weekday hours between 5pm-7am, weekends and holidays.
- Owner shall pre-approve corrective work to be completed on site once the material and labor expense exceeds \$1,000.



REVISION ENERGY

**Attachment C
Annual Inspection and Production Report**

(see attached)

2

SOLAR PRODUCTION

		TOTAL KWHs		(+/-)
		ACTUAL	PROJECTED	
JAN	37,070	40,963		3,893
FEB	68,571	40,851		27,720
MAR	103,973	78,144		25,829
APR	68,571	81,356		12,785
MAY	97,712	91,635		6,077
JUN	91,457	92,563		1,106
JUL	83,321	96,963		3,642
AUG	84,450	87,593		3,143
SEP	65,618	78,054		12,436
OCT	65,180	61,301		3,879
NOV		42,892		42,892
DEC		27,130		27,130
	765,923	819,445		-53,522

PLANT KWHs USAGE

		TOTAL KWHs		Variance
		2021	2019	
JAN	94,000	85,200		(8,800)
FEB	84,000	88,400		4,400
MAR	61,600	77,600		16,000
APR	59,200	76,400		17,200
MAY	50,800	72,400		21,600
JUN	52,800	80,000		27,200
JUL	46,000	80,400		34,400
AUG	53,200	73,200		20,000
SEP	58,400	69,600		11,200
OCT	61,200	68,000		6,800
NOV				-
DEC				-
	621,200	771,200		-150,000

SALES TO THE GRID

		% PROD SOLD		PAID/KWH		REVENUE	
JAN	13,200	0.3560830861		\$0.0787		\$1,038.71	
FEB	32,800	0.4783363229		\$0.0656		\$2,151.68	
MAR	60,800	0.5847671992		\$0.0714		\$4,341.12	
APR	32,800	0.4783363229		\$0.0657		\$2,156.27	
MAY	56,000	0.5731128214		\$0.0628		\$3,516.80	
JUN	50,400	0.551078649		\$0.0581		\$2,927.74	
JUL	46,000	0.5520817081		\$0.0666		\$3,064.98	
AUG	46,000	0.5447010065		\$0.0706		\$3,249.35	
SEP	32,800	0.4998628425		\$0.0661		\$2,167.82	
OCT	36,000	0.5523166616		\$0.0610		\$2,197.62	
NOV		#DIV/0!				\$0.00	
DEC		#DIV/0!				\$0.00	
TOTAL	406,800					\$26,812.08	

\$0.0659

2

Behind the Meter

		% PROD USED	SUPPLY	T&D	TOTAL	SAVINGS
JAN	23.870	0.6439169139	\$0.0787	\$0.0270	\$0.1057	\$2,523.19
FEB	35.771	0.5216636771	\$0.0656	\$0.0270	\$0.0926	\$3,312.39
MAR	43.173	0.4152328008	\$0.0657	\$0.0270	\$0.0927	\$4,002.14
APR	35.771	0.5216636771	\$0.0714	\$0.0270	\$0.0984	\$3,519.87
MAY	41.712	0.4268871786	\$0.0628	\$0.0270	\$0.0898	\$3,745.74
JUN	41.057	0.448921351	\$0.0600	\$0.0270	\$0.0870	\$3,571.96
JUL	37.321	0.4479182919	\$0.0666	\$0.0270	\$0.0936	\$3,493.25
AUG	38.450	0.452989935	\$0.0706	\$0.0270	\$0.0976	\$3,754.18
SEP	32.818	0.5001371575	\$0.0661	\$0.0270	\$0.0931	\$3,055.03
OCT	29.180	0.447683384	\$0.0693	\$0.0270	\$0.0963	\$2,810.19
NOV	0	#DIV/0!		\$0.0270	\$0.0270	\$0.00
DEC	0	#DIV/0!		\$0.0270	\$0.0270	\$0.00
TOTAL	359.123					\$33,787.93

\$0.0941

DEMAND COSTS
Distribution Demand +
Transmission Demand +
Stranded Demand =

TOTAL DEMAND

	2021	COST/DC	2019	COST/DC	DIFFERENCE
JAN	\$3,996.07	\$17.9195	\$2,238.10	\$13.5642	-\$1,757.97
FEB	\$3,760.28	\$18.1656	\$2,071.55	\$13.3648	-\$1,688.73
MAR	\$3,769.94	\$19.2328	\$2,018.71	\$13.3689	-\$1,751.23
APR	\$3,381.44	\$18.1797	\$2,150.81	\$13.3590	-\$1,230.63
MAY	\$3,507.72	\$18.1747	\$1,886.61	\$13.3802	-\$1,621.11
JUN	\$2,533.56	\$16.9920	\$2,230.07	\$13.3537	-\$303.49
JUL	\$2,261.16	\$18.2351	\$1,971.78	\$13.8857	-\$289.38
AUG	\$2,816.00	\$18.1677	\$2,119.76	\$14.7205	-\$696.24
SEP	\$2,960.00	\$18.1595	\$2,105.22	\$14.7218	-\$854.78
OCT	\$2,510.00	\$18.1884	\$2,105.22	\$14.7218	-\$404.78
NOV					
DEC					
TOTAL	\$31,496.17		\$20,897.83		-\$10,598.34



3

Zero
Waste

Proposal

12/3/2021

Hooksett Wastewater Facility

1 Egawes Dr.

Hooksett, NH 03106

Dear Ken,

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 603-327-4525. It's that easy.

Service Details:

Equipment Qty/Type Size: (2)-4YD ✓

Service Frequency: 1x/week

Monthly Rate: \$450.00

Rate per Unit: ~~\$225.00~~

Delivery Charge: Waived

Material Type: Wastewater & Grit

Note: Pricing is based on a three agreement

*Rate is firm for one year. Increase 6% Year 2 & 3

Year 1: \$450.00/month

Year 2: \$477.00/month

Year 3: \$505.62/month

Thank you for this opportunity. Please contact me with any questions.

Vanny Song

**40 Lowell Road, Salem, NH 03079
603-386-0386**



December 2, 2021

Hooksett Wastewater Treatment Center
1 Egawes Drive
Hooksett, NH 03106
Attn: Ken Conaty
Re: Waste Removal Services

Dear Ken:

We are pleased to present the following proposal for the waste removal services for the Hooksett Wastewater Treatment Center:

- **1 - 15 Yd Container, On-Call**
- **Haul Rate: \$215.00** ✓
- **Disposal Rate: \$115.00/Ton** ✓
- **Monthly Container Rental: \$75.00** ✓

Republic Services is conveniently located throughout the area and we operate over 70 vehicles within our local service area with an on-time service record that is the best in the industry. Our drivers are among the most experienced in the industry so you may be assured of professional, reliable, safe and courteous service.

Furthermore, you will be assigned a full-time Account Manager who will be responsible for overseeing your locations and will effectively handle any requests or issues that may arise. In addition, our Account Manager will work closely with you to ensure that the existing level of service is aligned with your needs. The proposed level of service may evolve over time. Rest assured that we will promptly adjust services appropriately as needed to insure that your current service levels meet your needs exactly.

Republic Services prides itself on disposing of all materials in a safe, efficient and environmentally responsible manner and our safety record is excellent. We currently

service over 5000 businesses within our local service area are familiar with the requirements to ensure complete customer satisfaction.

Thank you for the opportunity to present our proposal. You can count on us and we look forward to working with you and your team.

Should you have any questions in the meantime, please feel free to contact me @ 978-831-0216.

Thanks,

Pat Kelly

Pat Kelly

Republic Services


pkelly@republicservices.com

978-226-9314

978-831-0216



We'll handle it from here.™



945000 part

4

NHDES Wastewater Infrastructure List of CWSRF Loan and ARPA Grant Offerings (Group 2) - December 2021										
No.	APPLICANT	PROJECT NAME	Total Cost November 2021 UPDATE	Congressionally Directed Spending	CWSRF Amount November 2021 UPDATE	2021 Estimated Principal Forgiveness	CWSRF Amount Updated MINUS ARPA and Borrower	ARPA % Based on Affordability	ARPA Grant Based on Affordability & Tiered Approach	Total SRF M & ARPA Grant
56	Manchester	CMOM - Contract #5 Design	\$1,500,000		\$0	\$0	\$0	20%	\$0	\$0
57	Manchester	Sheffield Road Pump Station Force Main	\$2,500,000		\$0	\$0	\$0	20%	\$0	\$0
58	Manchester	WWTP Emergency Power Upgrade	\$750,000		\$0	\$0	\$0	20%	\$0	\$0
59	Nashua	WW Drywell Valve Replacement	\$1,696,250		\$1,696,250	\$33,925	\$1,696,250	20%	\$0	\$33,925
60	Nashua	WWTP Class A Biosolids Upgrade	\$1,210,000		\$1,210,000	\$24,200	\$1,210,000	20%	\$0	\$24,200
61	Concord	Chenell Drive PS Upgrades	\$1,200,000		\$1,200,000	\$0	\$0	20%	\$0	\$0
62	Concord	Hall Street WWTF Dewatering Upgrades	\$8,800,000		\$8,800,000	\$0	\$0	20%	\$0	\$0
63	Concord	Mountain Green North Pump Station Upgrades	\$900,000		\$900,000	\$0	\$0	20%	\$0	\$0
64	Concord	Steepgate Mall Pump Station Upgrade	\$1,500,000		\$1,500,000	\$0	\$0	20%	\$0	\$0
65	Dover	WWTF Secondary Clarifier	\$3,000,000		\$3,000,000	\$288,550	\$885,500	30%	\$900,000	\$1,110,000
66	Rochester	Ledgewood Drive Pump Station Upgrades	\$1,265,000		\$1,265,000	\$145,500	\$1,455,000	30%	\$379,500	\$468,050
67	Rochester	Ryan Circle Pump Station Upgrade	\$1,455,000		\$1,455,000	\$170,500	\$1,705,000	30%	\$0	\$145,500
68	Rochester	Salmon Falls Road Pump Station Upgrade	\$1,705,000		\$1,705,000	\$179,695	\$1,795,500	30%	\$0	\$170,500
69	Rochester	Wakefield Street Area Improvements	\$2,100,000		\$2,100,000	\$130,000	\$1,193,500	30%	\$390,000	\$520,000
70	Rochester	WWTF Secondary Clarifier Upgrades	\$1,300,000		\$1,300,000	\$30,000	\$1,500,000	20%	\$0	\$30,000
71	Salem	W/E Evaluation and Sewer Rehabilitation	\$1,500,000		\$1,500,000	\$38,550	\$385,500	30%	\$0	\$38,550
72	Keene	Main Street Sewer Rehabilitation	\$412,800	\$325,000	\$710,500	\$108,360	\$1,083,600	30%	\$0	\$108,360
73	Keene	Sewer Manhole Lining	\$1,083,600		\$1,083,600	\$108,140	\$1,081,395	30%	\$0	\$108,140
74	Keene	Sewer Repair and Lining	\$1,081,395		\$1,081,395	\$0	\$0	30%	\$0	\$0
75	Portsmouth	Heritage Avenue Pump Station Replacement	\$900,000		\$900,000	\$0	\$0	30%	\$0	\$0
76	Portsmouth	Islington Street Corridor Improvements Phase 2	\$5,000,000		\$5,000,000	\$174,440	\$1,744,400	30%	\$747,600	\$922,040
77	Laconia	Northern Lakeport Area Sewer Replacement	\$2,492,000		\$2,492,000	\$137,500	\$1,375,000	30%	\$0	\$137,500
78	Durham	Odor Control Upgrade	\$1,375,000		\$1,375,000	\$16,250	\$162,500	30%	\$0	\$16,250
79	Durham	Primary Clarifier Upgrade	\$1,615,000		\$1,615,000	\$16,250	\$162,500	30%	\$0	\$16,250
80	Durham	Secondary Clarifier Upgrade	\$1,493,000		\$1,493,000	\$27,300	\$273,000	30%	\$117,000	\$162,500
81	Milford	Influent PS Screenings Conveyor Upgrade	\$390,000		\$390,000	\$0	\$0	30%	\$0	\$0
82	Exeter	Court Street Pump Station Upgrades	\$5,000,000		\$5,000,000	\$0	\$0	30%	\$0	\$0
83	Exeter	School Street Area Reconstruction	\$3,185,000		\$3,185,000	\$0	\$0	30%	\$0	\$0
84	Exeter	Sewer Interceptor Rehabilitation	\$2,500,000		\$2,500,000	\$250,000	\$2,500,000	30%	\$0	\$250,000
85	Hampton	Sewer & Drain Replacement - High Street	\$6,998,000		\$6,998,000	\$139,960	\$6,998,000	20%	\$0	\$139,960
86	Hampton	Sewer and Drain Replacement-Winnidunnet Road	\$10,859,000		\$10,859,000	\$217,180	\$10,859,000	20%	\$0	\$217,180
87	Hampton	Sun Valley Force Main and Pump Station Improvements	\$2,670,000		\$2,670,000	\$42,720	\$2,136,000	20%	\$534,000	\$576,720
88	Hooksett	WWTF Solids Handling Upgrade	\$1,500,000		\$1,500,000	\$105,000	\$1,050,000	30%	\$450,000	\$555,000
89	Lebanon	Forest Avenue Infrastructure Improvements	\$1,500,000		\$1,500,000	\$150,000	\$1,500,000	30%	\$0	\$150,000
90	Lebanon	Kimball Street Infrastructure Improvements	\$1,900,000		\$1,900,000	\$133,000	\$1,330,000	30%	\$570,000	\$703,000
91	Lebanon	Mack Avenue Infrastructure Improvements	\$630,000		\$630,000	\$20,000	\$200,000	30%	\$0	\$20,000
92	Somersworth	Constitutional Way and Main St. Roadway Reconstruction	\$2,230,000		\$2,230,000	\$156,100	\$1,561,000	30%	\$669,000	\$825,100
93	Conway Village Fire District	W/E Rehabilitation	\$450,000	\$1,000,000	\$450,000	\$0	\$0	40%	\$0	\$0
94	North Conway Water Precinct	Septage Grit Removal	\$950,000		\$950,000	\$0	\$0	30%	\$0	\$0
95	Newmarket	Route 108 Sewer Replacement	\$1,500,000		\$1,500,000	\$0	\$0	30%	\$0	\$0
96	Franklin	Sewer Replacement Program	\$5,000,000		\$5,000,000	\$350,000	\$3,500,000	90%	\$1,500,000	\$1,650,000
97	Franklin	Sewer Short Term Replacement	\$1,800,000		\$1,800,000	\$180,000	\$1,800,000	30%	\$0	\$180,000
98	Winnipesaukee R. Basin Program	Bar Screens and Grinder Debris Management Systems	\$800,000		\$800,000	\$0	\$0	30%	\$0	\$0
99	Winnipesaukee R. Basin Program	CMOM Implementation and Pipeline Repair/Replacement	\$1,552,000		\$1,552,000	\$0	\$0	30%	\$0	\$0
100	Winnipesaukee R. Basin Program	SCADA System and Cyber Security Upgrades	\$1,236,330		\$1,236,330	\$123,633	\$1,236,330	30%	\$0	\$123,633
101	Winnipesaukee R. Basin Program	Septage Recycling and Solids Processing Upgrades	\$323,000		\$323,000	\$0	\$0	30%	\$0	\$0
102	Winnipesaukee R. Basin Program	Solids Handling Upgrades Phase 1	\$3,875,000		\$3,875,000	\$0	\$0	30%	\$0	\$0
103	Winnipesaukee R. Basin Program	Winnisquam Pump Station Rehabilitation	\$2,000,000		\$2,000,000	\$200,000	\$1,000,000	20%	\$0	\$20,000
104	Belmont	Pump Station Improvements	\$700,000		\$700,000	\$70,000	\$700,000	30%	\$0	\$70,000
105	Epping	Railroad Avenue Sewer and Manhole Lining	\$475,000		\$475,000	\$47,500	\$475,000	30%	\$0	\$47,500
106	Plymouth Village W&S District	Emerson Street Sewer Main Replacement	\$1,500,000		\$1,500,000	\$105,000	\$1,050,000	30%	\$450,000	\$555,000
107	Plymouth Village W&S District	Highland St Cross Country Sewer Main Replacement	\$2,000,000		\$2,000,000	\$140,000	\$2,000,000	30%	\$600,000	\$740,000
108	Plymouth Village W&S District	Pump Station No. 4 Replacement	\$2,360,000		\$2,360,000	\$236,000	\$2,360,000	30%	\$0	\$236,000
109	Plymouth Village W&S District	Pump Station No. 5 and Force Main Replacement	\$1,900,000		\$1,900,000	\$180,000	\$1,900,000	30%	\$0	\$190,000

**WARRANT ARTICLE
TOWN MEETING
STATE OF NEW HAMPSHIRE
HOOKSETT SEWER COMMISSION, TOWN OF HOOKSETT**

Article X - Bond to perform Martins Ferry Pump Station and Force Main Upgrades.

To see if the Town will vote to raise and appropriate the sum of \$4,300,000 for the purpose of performing Martins Ferry Pump Station and Force Main Upgrades, that will qualify the Town for federal and state funds, such sum to be raised by the issuance of serial bonds and notes not to exceed \$1,960,000 under and in compliance with the provisions of the Municipal Finance Act (NH RSA 33) and to authorize the Town Council to issue and negotiate such bonds or notes to determine the rate of interest thereon, and to take such actions as may be necessary to effect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town, additionally to authorize the Town to apply for and accept grants or other funds that may reduce the amount to be repaid and participate in the State Revolving Fund (SRF) RSA 486.14 established for this purpose, and to allow the Town to expend such monies as become available from the federal and state governments and pass any vote relating thereto. It is anticipated that the Town will receive up to \$840,000 in grants, \$1,200,000 from Wastewater Reserves, and \$300,000 from Town of Hooksett Tax Increment Finance District funds. The bond will be paid for utilizing wastewater funds.

[Recommended by Board of Selectmen #-#]

[Recommended by the Municipal Budget Committee #-#]

THIS WARRANT ARTICLE DOES NOT AFFECT THE TAX RATE

3/5 Ballot Vote Required

**WARRANT ARTICLE
TOWN MEETING
STATE OF NEW HAMPSHIRE
HOOKSETT SEWER COMMISSION, TOWN OF HOOKSETT**

Article X - Bond to perform Sludge Handling Upgrades at the Wastewater Treatment Facility.

To see if the Town will vote to raise and appropriate the sum of \$1,500,000 for the purpose of performing Sludge Handling Upgrades at the Wastewater Treatment Facility, that will qualify the Town for federal and state funds, such sum to be raised by the issuance of serial bonds and notes not to exceed \$1,050,000 under and in compliance with the provisions of the Municipal Finance Act (NH RSA 33) and to authorize the Town Council to issue and negotiate such bonds or notes to determine the rate of interest thereon, and to take such actions as may be necessary to effect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town, additionally to authorize the Town to apply for and accept grants or other funds that may reduce the amount to be repaid and participate in the State Revolving Fund (SRF) RSA 486.14 established for this purpose, and to allow the Town to expend such monies as become available from the federal and state governments and pass any vote relating thereto. It is anticipated that the Town will receive up to \$450,000 in grants. The bond will be paid for utilizing wastewater funds.

[Recommended by Board of Selectmen #-#]

[Recommended by the Municipal Budget Committee #-#]

THIS WARRANT ARTICLE DOES NOT AFFECT THE TAX RATE

3/5 Ballot Vote Required

**WARRANT ARTICLE
TOWN MEETING
STATE OF NEW HAMPSHIRE
HOOKSETT SEWER COMMISSION, TOWN OF HOOKSETT**

Article X - Bond to perform Merrimack Street and Golden Gate Pump Station Upgrades.

To see if the Town will vote to raise and appropriate the sum of \$1,100,000 for the purpose of performing Merrimack Street and Golden Gate Pump Station Upgrades, that will qualify the Town for federal and state funds, such sum to be raised by the issuance of serial bonds and notes not to exceed \$770,000 under and in compliance with the provisions of the Municipal Finance Act (NH RSA 33) and to authorize the Town Council to issue and negotiate such bonds or notes to determine the rate of interest thereon, and to take such actions as may be necessary to effect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town, additionally to authorize the Town to apply for and accept grants or other funds that may reduce the amount to be repaid and participate in the State Revolving Fund (SRF) RSA 486.14 established for this purpose, and to allow the Town to expend such monies as become available from the federal and state governments and pass any vote relating thereto. It is anticipated that the Town will receive up to \$330,000 in grants. The bond will be paid for utilizing wastewater funds.

[Recommended by Board of Selectmen #-#]

[Recommended by the Municipal Budget Committee #-#]

THIS WARRANT ARTICLE DOES NOT AFFECT THE TAX RATE

3/5 Ballot Vote Required