

**REVISED MARCH 27, 2013**

*Villages at Kessler Farm*  
**Condominium Association**

**Snow Removal Plan**



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### **Introduction**

The timely removal of snow in the Villages at Kessler Farm is a major concern of the owners who live here. This snow removal plan has been designed to be made part of the contractual effort for snow removal in the Villages and is to be followed to the greatest extent possible unless conditions warrant and the snow removal contractor has asked the Management Company for a waiver from the contractual requirements.

The plan is broken down into five phases: pre-season; pre-storm; storm; post storm; and post snow season. The pre-season phase refers to actions that should take place prior to November 15th each year to prepare the Villages for the impending snow season. The pre-storm phase talks to the preparation required when an ice and/or snow storm has been forecasted. Storm phase refers to actions required once the storm has commenced and runs until all precipitation has ceased. Post storm phase involves the final clean up actions after a storm in order to return the Villages back to normal operation. And finally, the Post Season phase refers to actions taken after all storms have ceased but no later than April 15<sup>th</sup> each year.

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### **I. Pre-Season**

In order to protect stonewalls, walkways, fences, fire hydrants, storm drains, and other items that may be concealed by snow, and to delineate where the roadways end and grass begins, the snow removal company must place markers (stakes) in strategic places to minimize damage from the snow plowing operations. First, all fire hydrants must be marked with reflective markers to protect the hydrants to ensure that the hydrants can be cleared as part of the post storm cleanup. Roadsides, sidewalks, fences, walls, storm drains, large stones, etc. shall be marked to guide plows during the early storms and to ensure that snow banks do not hide these items. Fences should be clearly marked where they begin and end so that plows will not inadvertently damage them. The snow removal company shall mark the proposed areas where snow may be piled if excessive amounts of snow fall during the snow season. These proposed areas must be approved by the Board and management prior to November 15<sup>th</sup>.

Markings shall be wood, or metal, and be painted with florescent paint at the highest point so as to be easily seen even in reduced visibility conditions during a storm. Fences, especially at corner intersections where snow will have to eventually be pushed back, will be marked by wood, or metal, stakes affixed to the fence to increase their height and reduce the possibility of these markers being taken, or knocked over by passer bys. The fence markers shall be high enough so that eventual snow wakes will not cover them.

Barrels with sand / salt mixture shall be placed at each mail hut, at the property map, at the intersection of the club house and Kessler Farm Drive, at Glastonbury, at the road to the Cabana Club House, and at the Tinker Road Gate. In addition, barrels with sand/salt will be strategically placed at all road inclines to allow cars that are stuck on ice to have a sand/salt mixture to help them gain traction. These barrels will have some type of scooping device to facilitate using this sand/salt mixture. The contractor will periodically check these barrels to ensure there is always a proper amount of material in them. The sand/salt mixture shall contain at least 25% salt (no more than a 50/50 mixture), subject to any local regulation limiting the use of salt. Steep inclines, such as Glencliff Way may require up to 100% salt to prevent serious ice build up (as conditions warrant).

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### **II. Pre-Storm**

As storms are predicted, the snow removal company shall inspect the premises to ensure all road markers are in place, barrels are loaded with sand/salt mixture, and that no major obstacles are present that could cause a problem with sanding, salting, and/or snow removal. Any obstacles found shall be immediately reported to the Management Company for action. It is required that the snow removal company has all drivers aware of the Villages layout/ and snow removal plan by doing a drive through familiarization before the normal snow season.

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### **III. Storm**

#### **1.0 Sequence of Snow Removal and Sanding**

##### **1.1 Ice Storm**

If an ice storm occurs, as soon as ice begins forming on the road surfaces in the complex, sanding and salting shall commence (sand / salt mixture with at least 25% salt). The sequence of sanding and salting shall commence with Kessler Farm Drive and Glencliff. ***Particular emphasis shall be placed on Glencliff, the gate at the end of Glencliff Road and the intersection with Glencliff and Tinker Road due to the grade of this street.*** A sand salt mixture of 50/50 may be used on Glencliff to ensure proper traction. Some of the more serious ice storms may even require 100% salt to ensure safety. Spreading shall continue on all streets until cars may pass without serious danger from skidding. Other streets with significant grades to focus on in parallel with Kessler Farm Drive and Glencliff are Hawkstead Hollow, Andover Down, the road between Highbridge and Hawkstead Hollow, and Pickering Way. As temperatures dictate, additional salt should be used in the mixture to prevent accidents as mentioned above.

##### **1.2 Snow Storm**

The snow removal company will begin plowing as soon as there is two (2) inches of snow on the ground, or significant snow is anticipated and early plowing may prevent a packed surface before plowing commences (snow removal company decision). There shall be one vehicle concentrating on maintaining Kessler Farm Drive and Glencliff Way to ensure they remain passable at all times. If a unit owner in the Aeries has cleared their driveway prior to the final clean-up of the roadways the contractor is responsible to remove the snow wake at the end of the drive during final clean-up. If the unit owner driveway has not been cleared it is the responsibility of the unit owner to remove the snow wake. The contractor during large storm will try to limit the size of the snow wake. During the storm the snow removal company will plow all roads (see Aries notes) and parking areas to keep them in passable condition for a normal car. Special consideration shall be given to keeping these roads clear between the hours of 6 am and 9 am, as well as 4 pm to 7 pm

Fire hydrants, to the greatest extent possible, shall be kept accessible at all times and shall not be buried for long periods of time and must at all times comply with City of Nashua Fire regulations and code. Uncovering fire hydrants should be a priority as soon as the snow stops and the roads are clear and in all events shall be clear and accessible once the storm has ceased.

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Sand / salt mixture (at least 25% salt) shall be spread on the roads after final plowing and whenever icy conditions exist. Special consideration shall be given to the streets mentioned in 1.1 above. The snow removal contractor may use up to 100% salt on very steep inclines if weather conditions warrant in order ensuring residents safety. If at all possible, the snow removal contractor should request to use this 100% salt solution to the on-sight property manager.

Sidewalks in the townhouse villages shall be cleared by hand shoveling or snow blower no earlier than 7 am and to the greatest extent possible by snow conditions, before 11:30 am each day during a storm and a final clean up on the day after the storm. Mailboxes shall be kept accessible during a storm consistent with US Postal requirements which for Aries is 10 ft. cleared before and after the mailbox. Stoops shall be cleared at least to allow entry to the doors of the unit (townhouses only). In no event shall a snow plow, tractor, backhoe or other similar equipment be used to clear sidewalks. It is strongly desired by the Villages Board that sidewalks be cleared wherever possible by snow blowers. In the event the contractor feels that he has another piece of equipment that can be used to properly clear the sidewalks and mailboxes, he shall first obtain the approval of the Board and Management.

### Townhomes without Garages:

The **only** way for these residents to exit their homes and access their vehicles is to go out their front entrances, down the steps, and down the walk to their vehicles. During periods of snow or other winter freezing precipitation, the following procedure shall apply to the front stoops, steps and walkways of these homes:

1. Albury Stone Circle. Four Buildings, 18 homes.  
3, 5, 7, 9. - 11, 15, 17, 19. - 21, 23, 25, 27, - 14, 16, 18, 20, 22, 24.
2. Foxmoor Circle. Six buildings, 24 homes:  
4, 6, 8, 10 – 12, 14, 16, 18 – 20, 22, 24, 26 – 28, 30, 32, 34 – 36, 38,  
40, 42 - 44, 46, 48, 50.
3. Lochmere Lane. One building, 6 homes.  
39, 41, 43, 45, 47, 49.
4. Hawkstead Hollow. Four buildings, 26 homes.  
6, 3, 5, 7, 9, 11, 15 – 17, 19, 21, 23, 25, 27, 29, 31 – 33, 35, 37, 39, 41, 43 -  
45, 47, 49, 51, 53, 55.

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- A. This procedure shall be implemented as soon as the depth of snow or any precipitation reaches 3 inches and at no time shall the stoops, steps or walkways be in excess of this depth.
- B. The walkways will be cleared approximately every three inches during smaller storms. In larger storms when the precipitation of snow is heavier around 1-2 inches per hour. The walkways will be cleared and passable at the key target times to allow passage out of the units and completely cleared once the storm has ended.
- C. This procedure shall continue unabated until the snow or other precipitation ceases.
- D. The day after the event ends all the stoops, steps, and walkways shall be cleared to their full widths.

**This procedure shall be in effect between the hours of 6:00 A.M. And 10:00 P.M.**

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### **2.0 Townhouses**

In general, the guidelines for plowing in the townhouse area are to keep roads cleared and to never plow large amounts of snow in front of doors or garage doors or in the areas by corner or end units which would restrict or deny access. When parking areas are to be plowed the snow removal company shall sound their horns to warn owners that they are there to remove snow. Owners have been instructed to move their own cars, preferably before the snow storm if possible to visitor lots, to allow the plowing company to complete its work. If any visitor/overflow parking spaces are free of cars, these should be plowed first so that owners may move their cars to a snow free space.

Cars blocking snow removal where owners are not present shall be reported to the Management Company for action. The Management Company may exercise whatever rules are in place for dealing with vehicles that are not moved. The Management Company shall remind the owners in winter newsletters with statements that they must move their cars for snow removal or they will be towed at the owner's expense. All units with garages should attempt to store their cars in the garage during snowstorms.

It should be noted here that cars come and go in the Villages and the snow removal company will find that the least amount of cars are present during the hours of 8 a.m. and 5 p.m.. For this reason, parking areas should be cleared to the greatest extent possible, during these hours (especially during the work week). This does not preclude clearing behind cars so they may leave for work.

The contractor shall understand that due to the size and layout of the property that cars may be in the parking lots when plowing or final clean up is being performed. The snow removal contractor shall have the equipment that can (1) back scrape parking spaces clear in the event of other cars blocking a plow sweep, and (2) equipment that can clear up to within a foot of all doors and garage doors of the townhouses. Special attention shall be placed on cleaning out snow at end units where build -up of snow may block entrance to the units.

#### **2.1 Abinger and Gleneagle**

The snow removal must take into account that these units have uneven levels on their driveways and slight drops between every other driveway. Pushing snow across the ends of these units would be difficult at best and may necessitate that snow be removed by bobcat or pay loader and piled in areas where it will not interfere with road visibility. The snow removal company

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should review this and other difficult areas with the Management Company prior to the snow season.

### **2.2 Lochmere Lane**

Due to many walls at the ends of units (which are to be marked by the snow contractor), coupled with sidewalks going around buildings near the ends of the units, vegetation by the ends of many units, snow should not be pushed off the driveway areas onto the walks or the grass at near the ends of these units. A sweep of the main part of the parking area may be made by the plows as long as they continue down the street or raise the plow as they enter the grass areas. The banks and snow in front of the garage doors, especially on the ends, will be removed by bobcat or pay loader and removed to a larger lawn area for storage. (Areas to be designated by mutual agreement of the snow removal company, Management Company and the Board of Directors.

### **2.3 Andover Down and Cranleigh Mews**

Most of the townhouses on Andover Down can be easily cleared by push plows. Snow should be moved far enough back so that snow from future storms may be plowed in the same way. End units must be cleared during heavy storms, so push plowing may not work as well for storms over 8" in depth.

Cranleigh Mews townhouses have sidewalks, trees and other vegetation at the ends of their units and therefore plowing cannot push snow in these areas. Snow must be removed and dumped over the fence on the West side of this street. *Fences should be marked by the snow contractor to prevent the fences from being damaged during these operations see pre-storm marking instructions.*

The road at the end of Cranleigh Mews is not an emergency road and does not need to be plowed (runs up the hill to Stanstead Place).

### **2.4 Stanstead Place**

Snow in this village may be plowed with a push plow as long as snow is not pushed to block sidewalks and is not pushed against trees or other vegetation. Most of these units have sidewalks at the end of their units so these should not be blocked to the degree they cannot be cleared by shovels or snow blowers. Unit 17 has a tree and a garden that should not be buried with heavy snow. Unit 27 has a wall and needs to be cleared with a bobcat or pay loader. Unit 29 has a tree and a garden at tile end. Unit 50 can have snow pushed deep onto tile yard if it is beyond tile sidewalk.

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### **2.5 Ramsgate**

Push plowing in this village is fine. Snow should not be placed in the center islands under any circumstances. Unit 50 has a tree that should not be plowed against and if a lot of snow is piled on that end, driver views will be blocked. Unit 52 (end unit) has a large hill making it necessary to avoid pushing snow to ensure the garage is not blocked. Sidewalks must be kept clear of large snow piles from plowing.

### **2.6 Highbridge Hill**

Push plowing will work for the most part in this village. Snow should not be put in the center garden area due to large number of plants located there. Unit 4 has a raised sidewalk to watch out with regard to a plow blade.

### **2.7 Hawkstead Hollow**

This village provides a plowing challenge. Units have walls between their driveways, so push plowing will not be effective. There are no garages, so cars will have to be moved during plowing or cleared during the hours previously mentioned.

Bobcats and pay loaders will have to be used in this village. There is room at the end of Hawkstead Hollow to make a snow dump for the winter. The hill going out of Hawkstead Hollow is steep and should be kept plowed with sand and salt applied to ensure safe passage.

### **2.8 Glastonbury**

This village for the most part has trees, plantings, and some sidewalks at the end of their units. This village would be better served to have the snow dumped over the fence on the South side of the street. Bobcats and loaders will be required to move this snow. Small storms could have push plows move snow on to the street and then later removed by pay loaders. Particular attention is required to avoid leaving snow in front of garage doors of the end units.

### **2.9 Foxmoor Circle**

Foxmoor Circle has plenty of room on the ends to push snow. There are no garages so cars will have to be moved for final cleaning. At the end of unit 50 there is a large area for dumping excess snow.

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### **2.10 Albury Stone Circle**

There is room in many areas to plow with push plows. Unit 39 has a tree and no snow should be plowed against that tree and plantings. Snow should be pushed to the end of Unit 41. No snow may be pushed to the end of Units 36, 51, or 26 as sidewalks must be kept clear (see previous guidance).

### **2.11 Leith Court**

There are problems pushing snow to the end of these units, due to trees, plantings, walls, or sidewalks. Snow may be push plowed to the opposite side of the street. Lots of room there for snow storage all winter.

### **2.12 Windermere Way**

The ends of these units have plantings and push plowing should not bury these plantings. There is room across the street in most places to plow snow. Units 21, 35, and 43 have walls and require a bobcat or pay loader for snow removal.

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### **3.0 Aeries**

Aeries homeowners are responsible for clearing their own driveways and snow wakes at the end of their driveways. The snow removal company shall try and minimize the size of the snow wake during the storm. In the Aeries the largest problem the residents complain about is the way their driveways get plowed in. The plows go by and then after the residents clear their driveways, the plows come back and bury them again. The best way to minimize this problem is to make the first pass on these streets early in the storm when the snow reaches a depth of 4" or more. Then full street width passes should be made only after another 4" of snow has fallen. As soon as the storm has subsided, a final full width street pass should be made through the Aeries so that homeowners may do a final cleanup. Enough full width street passes should be made to push the banks back far enough for final cleanup. If a unit owner in the Aeries has cleared their driveway prior to the final clean-up of the roadways the contractor is responsible to remove the snow wake at the end of the drive during final clean-up. If the unit owner driveway has not been cleared it is the responsibility of the unit owner to remove the snow wake. During the storm the snow removal company will plow all roads (see Aeries notes) and parking areas to keep them in passable condition for a normal car. Special consideration shall be given to keeping these roads clear between the hours of 6 am and 9 am, as well as 4 pm to 7 pm

Snow must not be pushed into the streets by Aeries homeowners or their individually hired plow companies. If this is done the homeowner will be charged for the extra cleanup of the street.

Caution should be exercised on pushing snow back on yards as excessive yard and planting damage will need to be fixed by the snow removal company in the spring. Additionally, heavy snow removal equipment causes damage to driveways due to their weight. Plowing snow across Aeries driveways is to be avoided. Driveway damage could be billed back to the snow removal company if cracks from plow weight is found.

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### **4.0 Post-Storm**

The day following a storm (all heavy snows have ceased) the snow removal company shall provide all the manpower and equipment to shovel or snow blow all townhouse sidewalks between 7 am and 11:30 am. Walks will be sanded with a sand / salt mixture as required to prevent slipping. Sidewalks in front of homes in the Aries are not included. Club houses sidewalks and decks are included and will be cleared. All fire hydrants and mailboxes areas will be cleaned of snow and sand / salt applied as necessary. If the markings for the hydrants or storm drains have been damaged, they will be restored.

Roads will be sanded with sand / salt mixture as melting and re-freezing occurs between storms, especially early morning before owners leave for work and then again about 4 pm before people return from work, to prevent slippery conditions. Special attention shall be paid to the streets mentioned in paragraph 1.1. All icy roads and parking areas will be kept safe for owners at all times.

Sidewalks on the sides of the main streets (Kessler Farm Drive, Glencliff, etc.) will be cleared after the storm ends. This clearing will be done with sidewalk plows, snow blowers or shovels and not street equipment. In other words, they will not be cleared by driving the street plows up on the side walks. This causes too much damage and is therefore prohibited. All sidewalk damage caused by street plows will be the responsibility of the snow plow company to repair to like new condition. The mail boxes in Aries must be kept clear 10 feet on either side to allow for Postal delivery.

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### **5.0 Post Snow Season**

All stakes and road markers shall be removed no later than April 15th. All damage caused by plows and snow removal equipment and snow movement, shall be repaired no later than May 1st of that year. This includes, but is not limited to, lawn damage, fence damage, deck damage, door damage, siding damage, mailbox damage, curbing damage, sidewalk damage caused by street equipment, landscaping damage, etc.

Repairs shall be made to restore all areas to the condition that existed prior to the winter. Turf damage shall consist of the use of screened loam and 90% weed free grass patch which combines seed, mulch and fertilizer to promote quick and healthy growth.

The Management Company shall conduct a thorough inspection of the Villages in late April to determine all plow related damage to the complex and report same to the Board of Directors and the snow removal company.

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### **General**

The snow removal company will provide an insurance certificate for all coverage required by the City, State and Federal Law, and shall maintain such coverage throughout the terms of the contract. All vehicles providing snow removal on the streets of the villages shall be properly licensed, registered and inspected as required by the laws of the State of New Hampshire and the municipality where the vehicles are registered.

Payment for snow removal shall be made in five (5) equal monthly installments commencing December 15, 20. The Villages shall retain ten percent (10%) of the total contract dollars until all snow removal damage and clean up has been completed to the satisfaction of the Board of Directors.

Snow stakes shall be at least 1" square or larger (they may be metal and smaller in diameter) and shall be firmly secured at all sights mentioned in this snow removal plan.

All repairs to damage done by snow plows shall be repaired by May 1st of the current snow year or funds held in retainer may be used, after that date, to pay for repairs. The plow company is liable for all damage and will be billed if the repair cost exceeds the 10% retainage.

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**Sample Snow Removal Contract  
For the  
Villages at Kessler Farm (VKF)  
Condominium Complex**

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## **Snow Removal Services Agreement**

**THIS AGREEMENT** made as of March 27, 2012 between Villages at Kessler Farm Board of Directors (the "Owner") of the buildings at the Villages at Kessler Farms and Morin's Landscaping (the "Contractor") of 301 Hollis Road, Hollis, NH.

**WHEREAS** the Contractor is in the business of snow removal and has represented to the Owner that the Contractor is capable of removing snow and properly surface coating or removing ice from the areas exterior to the building located at Villages at Kessler Farm Condominium Association (the "Association") including all walkways, sidewalks, driveways and parking lot outlined in red on Schedule "B" hereto (collectively referred to as the "Exterior Areas");

**NOW THEREFORE** in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### **1. Snow Removal Services**

The Contractor shall, during the term of this Agreement, provide the following snow removal services in accordance with the Villages at Kessler Farms Condominium Association Snow Removal Plan as revised June 23, 2012, attached as Appendix C:

- (a) Remove snow and ice and supply and operate snow removal equipment for that purpose;
- (b) Keep snow and ice cleared from all fire lanes during any major storm warnings;
- (c) Deliver and apply salt and sand during or immediately after snow and ice are removed; and
- (d) Pile or deposit all snow and ice removed from the Exterior Areas in such areas as the Owner reasonably directs (see Appendix "C"). Where, in the reasonable opinion of the Owner there is no suitable area on or adjacent to the Exterior Areas on which to deposit the snow and ice, the Contractor shall truck and deposit the snow and ice to an off-premises location.

The Contractor acknowledges that it has inspected the Exterior Areas and that it is aware of any possible obstacles and obstructions including curbing which must be avoided when providing the Snow Removal Services. Prior to providing the Snow Removal Services, the Contractor shall mark, in a manner approved by the Owner, all such obstacles and obstructions including curbing as directed in the attached Snow Removal Plan. All snow removal shall also be accomplished in accordance with the snow removal plan attached to this contract.

### **2. Timing of Snow Removal Services**

The Contractor shall provide the Snow Removal Services at the following times:

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- (a) Each and every day of the week between on the day of any accumulation of snow or ice; The snow removal contractor will be sensitive regarding quiet hours regarding operations during the night time hours.
- (b) At any time during the day on a snowfall of over two inches, and
- (c) At any such other times as the Owner may reasonably request.

### **3. Term**

The term of this Agreement shall be for a period of one (1) snow removal season commencing on the date hereof and terminating on the 15<sup>th</sup> of May of the following calendar year. Thereafter, the term of this Agreement may be extended or renewed upon the mutual written agreement of the parties hereto. Notwithstanding the foregoing, the either party may terminate this Agreement upon written notice to the other, if the other party breach any term or condition of this Agreement and such breach is not remedied or cured within five (5) days after written notice of such breach is given to the party in breach.

### **4. Compensation of Contractor**

In consideration for providing the Snow Removal Services, the Owner shall pay to the Contractor See payment schedule in appendix A. The Contractor shall invoice the Owner monthly, and such invoices shall be paid by the Owner within ten (10) days of receipt.

### **5. Indemnity**

- (a) The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of any snow removal equipment or arising from any occurrence occasioned, whether in whole or in part whether directly or indirectly, by any act, omission, fault, default, or negligence of the Contractor or those for whom it is in law responsible. Any snow removal or other equipment left unattended in the Exterior Areas or elsewhere by the Contractor or those for whom it is in law responsible shall be left at the sole risk of the Contractor.
- (b) The Contractor shall indemnify and save harmless the Owner from any and all claims, demands, actions, losses, or property damage arising directly or indirectly from the ownership, possession, use or operation of any snow removal equipment or arising from any occurrence occasioned, whether in whole or in part whether directly or indirectly by any act, omission, fault, default, or negligence of the Contractor or those for whom it is in law responsible. In case the Owner, through no fault of its own, shall be made a party to any litigation commenced by or against the Contractor, the Contractor shall protect and hold the Owner harmless and shall pay all costs, expenses and reasonable professional and legal fees incurred or paid by the Owner in connection with such litigation. The indemnities contained herein shall not be prejudiced by and shall survive the termination of this Agreement.

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### **6. Contractor's Insurance**

The Contractor shall, during the entire term of this Agreement and any renewal or extension of it, take out and keep in full force and effect insurance in which the limits of public liability shall be no less than \$100,000 per person, and \$500,000 per occurrence and in which property damage liability shall be not less than \$500,000, the whole at the Contractor's sole cost and expense. The Owner may require at any time a copy of the insurance policies.

### **7. Permits and Taxes**

The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction in order to own, possess, use or operate snow removal equipment and to carry on the Snow Removal Services, and shall otherwise comply promptly and at its own expense, with all laws, regulations, rules of all Federal, State and municipal governmental authorities which may be applicable to the Snow Removal Services.

### **8. Notices**

All notices required by this Agreement shall be in writing and shall be sent by facsimile transmission, or delivered in person or by prepaid courier, or mailed by certified or registered mail, return receipt requested, with postage prepaid. Notices to the Contractor shall be addressed to 301 Depot Road, Hollis, NH 03049. Notices to the Owner shall be addressed to C/O Harvard Management, P O Box 2019, Merrimack, NH 03054. All notices so sent shall be deemed to have been received by the recipient on the date the facsimile transmission was sent, or on the date of delivery or on the second business day following the mailing thereof. The above address of either the Contractor or the Owner may be changed by giving to the other party written notice of the new address. If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

### **9. Headings**

The headings in this Agreement are for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

### **10. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.

### **11. Entire Agreement**

This Agreement embodies the entire agreement of the parties with regard to the matters herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

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12. **Assignment**

The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Owner, which consent may not be unreasonably withheld. The Owner shall have the right, at its election, to assign this Agreement to any person, firm or corporation.

13. **Enurement**

This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

14. **Partial Severability**

If any part of this Agreement is held or rendered invalid or illegal, the remainder of this Agreement continues to apply.

**IN WITNESS WHEREOF** the parties have executed this agreement on the date first written above.

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**Gary Janko, President**  
**The Village at Kessler Farms**

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**Matt Chapman, Client Representative**  
**Morin's Landscaping**

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**Schedule "A"  
Payment Schedule**

Detail payment schedule.

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**Schedule "B"**  
**Sketch of Exterior Areas**

[Sketch of Exterior Areas of Building (to be outlined in Red Ink)]