

This AGREEMENT, dated this 1st day of May 2014, by and between the Southern New Hampshire Planning Commission (hereinafter known as the COMMISSION) with a place of business at 438 DuBuque Street, Manchester, New Hampshire 03102, and the Town of Windham (hereinafter referred to as the "TOWN"), PO Box 120, 4 N. Lowell Road, Windham, New Hampshire 03087-0120.

WHEREAS, the TOWN desires to engage the services of the COMMISSION to update the Master Plan for the Town last adopted in March 2000 and 2005;

WHEREAS, the COMMISSION has agreed to provide such services by utilizing its staff and consultants where necessary;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein contained and for other good and valuable consideration, the parties hereto do hereby agree as follows:

1. Scope of the Work
The COMMISSION will adhere to the attached Proposal and Scope of Services dated March 21, 2014 with amendments dated April 21, 2014. This Scope of Work specifically refers to Phase I of a two phase project. It is understood the scope for Phase II has not yet been determined and further that SNHPC understands it is not guaranteed any anticipated work under Phase II.
2. Project Period
This Agreement shall commence on April 30, 2014 and shall end no later than December 31, 2014.
3. Compensation
The compensation allowed under this Agreement shall not exceed Thirteen Thousand and Three Hundred Dollars (\$13,300).
4. Method of Payment
The COMMISSION will submit invoices on a periodic basis, commensurate with the number of hours spent and the work product. Payment will be made by the TOWN within four weeks after the receipt of the invoice.
5. Revisions
Following submission of the draft work product, one complete set of revisions shall be submitted by the Planning Board for all work products prepared by the COMMISSION for the TOWN. For additional work required beyond one set of revisions, the COMMISSION shall bill the TOWN by an hourly rate of \$75.
6. Work Products
Any and all materials related to this Agreement shall be the property of the TOWN. The COMMISSION will submit a Final Master Plan as outlined in the proposal and scope of work. The COMMISSION shall forward these work products to the TOWN as textual materials in both paper and electronic format.
7. Publications
Articles, papers, bulletins, reports or other materials reporting the plan, progress, analyses or results and findings of the projects done under this Agreement shall be the property of the TOWN. These shall not be published or presented publicly without approval of the TOWN.

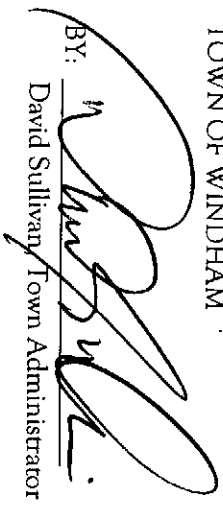
8. Termination
This Agreement may be terminated by either party with two weeks' notice, as long as the COMMISSION is reimbursed for the work done up to that date.
9. Amendment
This Agreement may be amended or modified by a written amendment signed by the TOWN and the COMMISSION.
10. Entire Agreement
This Agreement, which shall be executed in two counterparts, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related hereto.

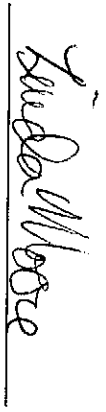
IN WITNESS WHEREOF the parties have hereunto set their hands on the day and year first above written.

WITNESS:

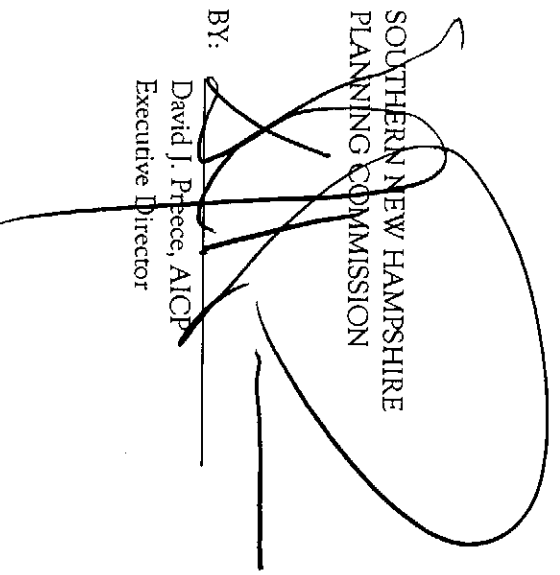


TOWN OF WINDHAM

BY: 
David Sullivan, Town Administrator



SOUTHERN NEW HAMPSHIRE
PLANNING COMMISSION

BY: 
David J. Preece, AICP
Executive Director