

Rob Taylor

ARTICLE 3. To see if the Town will vote to organize the municipal "Town of Plainfield Fire Department" in accordance with RSA 154:1, III, which provides that "a municipality may choose a form of fire department organization different from those set forth in paragraph I, including the election of fire chief, fire officers or firefighters, or all such persons, by the firefighters." The firefighters will recommend one Fire Chief for the town of Plainfield to be appointed by the select board. The selection of all other officers and firefighting positions will be at the discretion of the fire chief with the approval of the Board of Selectmen. The fire department will be formed from the buildings, equipment and fire apparatus, currently owned and managed by the two individual Fire Departments (Plainfield Volunteer Fire Department Inc., and Meriden Volunteer Fire Department Inc.) In accordance with RSA 154:1, IV, this change, if approved, shall not take effect until one year after the approval of this Article. The Selectboard recommends this article.

154:1 Organization. –

I. All town and city fire departments, and fire departments of village districts or precincts organized pursuant to RSA 52:1, I(a), shall be organized according to one of the following forms, chosen by vote of the local legislative body:

(a) A fire chief appointed by the local governing body, or by the town or city manager, if any, with firefighters appointed by the fire chief;

(b) A fire chief appointed by the local governing body, or by the town or city manager, if any, with firefighters appointed by the local governing body or manager, upon recommendation of the fire chief;

(c) A fire chief elected by the local legislative body pursuant to RSA 669:17, with firefighters appointed by the fire chief;

(d) Firewards of any number, as determined by the local legislative body, either elected pursuant to RSA 669:17 or appointed by the local governing body, with a fire chief appointed by the firewards and firefighters appointed by the fire chief; or

(e) Firewards of any number, as determined by the local legislative body, either elected pursuant to RSA 669:17 or appointed by the local governing body, with a fire chief and firefighters appointed by the firewards.

II. Firefighters may recommend the appointment of any firefighter, fire officer, or fire chief to the appointing authority as provided in subparagraphs I(a) through (e).

III. A municipality may choose a form of fire department organization different from those set forth in paragraph I, including the election of fire chief, fire officers or firefighters, or all such persons, by the firefighters.

IV. A town, city, village district or precinct may, by vote of the local legislative body, change the organization of its fire department from one form to another. For municipalities with a town meeting form of government, such a vote shall be taken under an article inserted by the selectmen or by petition in the warrant for the annual meeting, and the change in form shall not take effect until one year following such vote.

V. Further fire department organizational provisions, including, but not limited to the manner of appointment and promotion of firefighters and officers, may be set forth in a municipal charter or local ordinance, if such provisions conform to this chapter.

VI. Subject to statute, charter, or local ordinance, and subject to such written formal policies or guidelines as may be adopted or approved by the appointing authority, the fire chief shall have the organizational and administrative control of the fire department.

VII. For purposes of this chapter the term "firewards" includes fire engineers and fire commissioners, where applicable.

VIII. The firewards, if any, shall constitute a board, and shall take actions by majority vote. They shall elect a clerk, and may adopt a badge of office.

Steve Halleran

From: Bruce Elder [belder23@comcast.net]
Sent: Monday, October 23, 2017 10:51 AM
To: >; Plainfield Fire Department; Bruce C Elder; Bill Taylor; Joe Longacre; Denis Bundy; Ken Goodrow; Chris Berry; Mark Horne; Rob Taylor; Thomas Robb; Erik Pearse; Frank Currier; Walter Scott; Matt Tucker; Doug Adams
Subject: Consolidation meeting Thursday
Follow Up Flag: Follow up
Flag Status: Red

All,

Reminder that we have a fire dept. consolidation meeting this Thursday 26 October. 7:00 at PVFD.

We have been tasked to come up with a list of concerns/issues that we would like to iron out with the town authorities.

Things I know of right now- that I have heard chatter about- and concerns as some of these things have been issues at neighboring departments.

- Personnel policy (Requirements to be a fire fighter, licensing, back ground checks, testing, expected insurance coverage, participation etc...)
- What items transferred to town - are there things we will not be transferring (Tables, trailers, law mower, BBQ items??)
- Transfer of assets to town - land & buildings, vehicles, equipment - legal process, TAC4 and Berry frequencies belong to PVFD.
- use of the stations by incorporations (insurance implications)
- who says who can use the station (Not wanting to be rented out for parties etc....)
- bone builders use of the station
- \$\$ compensation for firefighter fuel (will that continue)
- loan pay-off/ \$\$ already in our accounts - sort that out
- expectation for replacement of equipment (Vehicles - who has say in what we buy?)
- fire equipment to be used by fire fighters - not loaned out to highway for instance.

10/30/2017

Steve Halleran

From: Steve Halleran [plainfield.ta@plainfieldnh.org]
Sent: Tuesday, October 10, 2017 3:45 PM
To: 'Bruce Elder'
Cc: 'Rob Taylor'; 'Bill Taylor'; 'Ron Eberhardt'; Judith Belyea
Subject: RE: Consolidation meeting

Bruce

I was having a conversation with Selectboard member Eberhardt this afternoon and the following came out of that discussion:

How about if you guys meet on 10/26 as planned and develop the list of concerns and issues and I'll do the same here with the BOS. Between now and then we share the lists and then we get together on Thursday November 9th, at 6pm here at MTH with the full BOS included and just have a conversation and see how many of the things we can get off the list immediately and which ones we need more information, etc.

Bruce does that November date work for your transition team? Rob? Judy?

Stephen Halleran
Town Administrator
Serving since 1989
(603) 469-3201

From: Bruce Elder [mailto:belder23@comcast.net]
Sent: Tuesday, October 10, 2017 11:07 AM
To: Steve Halleran
Cc: Rob Taylor; Bill Taylor
Subject: Re: Consolidation meeting

Steve

Do you have a personnel policy that we could look at. To see where we want to start.

Things that have already come up. Requirements to be a firefighter.
Dr. Checkup?
Back ground checks.

Other policies. Who says who can use the station? We have had requests from three organizations just this month. Some we say yes some
We say no. Who will be deciding that in future.
Not all equipment will be transferred to town.
Agreement for associations to use facilities for fund raising etc. both depts have added death and dismemberment insurance beyond primex. Does that continue?
we have a lot to discuss that should be hammered out before conversion.
We are the municipal dept now. So really the only thing is ownership and billing.
Just don't want any surprises
Bruce

10/10/2017

Please try to attend - we will be having these meetings monthly through town meeting - so we are all informed and up to speed as I am sure there will be questions at town meeting.

Bruce

Bruce Elder
belder23@comcast.net

Town

ARTICLE To see if the Town will vote to organize the municipal "Town of Plainfield Fire Department" in accordance with RSA 154:1, III, which provides that "*a municipality may choose a form of fire department organization different from those set forth in paragraph I, including the election of fire chief, fire officers or firefighters, or all such persons, by the firefighters.*" The firefighters will recommend one Fire Chief for the town of Plainfield to be appointed by the select board. The selection of all other officers and firefighting positions will be at the discretion of the fire chief **with the approval of the Board of Selectmen.** The fire department will be formed from the buildings, equipment and fire apparatus, currently owned and managed by the two individual Fire Departments (Plainfield Volunteer Fire Department Inc., and Meriden Volunteer Fire Department Inc.) In accordance with RSA 154:1, IV, this change, if approved, shall not take effect until one year after the approval of this Article

Talking points for Meeting 11/9/2017 on Fire Department Consolidation

(Grey box – from Town Talking Points list) (Blue background – added Fire Dept. list)

Organizational structure of the new department, lines of authority who reports to who, etc. Currently, all town departments report to the TA position, who in turn reports to the BOS. This is done in a very collaborative manner but at the end of the day the TA is responsible/accountable for all town operations that occur outside and between Selectboard meetings.

- Article for Town meeting – spells out the chief position
- Chief appointed for a 5 year term, reviewed by both Fire Dept. and Town (Is this OK?)
- Chief appoints all other officers and firefighters in accordance with personnel policy
- Personnel Policy - Could include??
 - o Expectation of insurance coverage
 - o What it takes to be a member in good standing
 - o Background checks, level of allowable police action (DWI, Theft, Drugs, restraining orders....) – something to backup the town/chief if there is an issue
 - o Level of activity to remain a member (Number of calls or drills a year?)
 - o Is this where the chief assigns officers is located?
 - o On-boarding procedure (minimum training)
 - o requirements of firefighters (CDL for driving when not an emergency, level of training, approval to drive the trucks (IE have a member drive a designated group of people as a road test – before just driving off in a 60,000lb vehicle.)

Impacts on the town office, it would be helpful to have some metrics on the number of checks that are written each month and revenue collected each month for operations.

- o PVFD writes 10-15 checks per month (Electric, cable, water, fuel oil, propane, fuel card for trucks, reimbursement for supplies (station supplies, truck supplies etc) , 3 different insurances (yearly), Mutual aid assn., state firemen's assn, active911 app)
- o Meriden similar – once consolidated – bills would also be consolidated (heating fuels, electric – lumped with town?)
- o Revenue collected for the fire depts.. would be \$0

Facility manager, presumably the town's facility manager will have certain authorities and responsibilities for each station building as he does now for all other town buildings?

- o Assumed as such - maintenance, lawn, snow, will work with the facility manager in transition and any issues.

AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES

AGREEMENT made this 3rd day of September 2003 by and between the Town of Plainfield, a New Hampshire municipality, located in the County of Sullivan, hereinafter called the "Town", and the Meriden Volunteer Fire Department, a New Hampshire volunteer fire company, incorporated and doing business under the laws of the State of New Hampshire, hereinafter called "Meriden" and the Plainfield Volunteer Fire Department, a New Hampshire volunteer fire company incorporated and doing business under the laws of the State of New Hampshire, hereinafter called "Plainfield".

WHEREAS, the Town has an obligation to its citizens to provide fire protection for them; and

WHEREAS, for years the Meriden and Plainfield Volunteer Fire Companies have provided said fire protection services; and

WHEREAS, the parties hereto are desirous of continuing the relationship between and among them;

NOW THEREFORE, in consideration of the covenants mutually exchanged there in below, the parties agree as follows:

1. FIRE PROTECTION: Plainfield and Meriden agree that they will provide the Town with fire protection and other emergency services to the best of their abilities. Meriden and Plainfield agree that they will respond to legitimate calls for assistance and will use their best efforts to preserve the property and lives of the people of Plainfield. In consideration of their Agreement to provide the above described services, the Town agrees to pay annually to Meriden and Plainfield such sums of money as will be sufficient to cover their annual operating costs as determined in accordance with accepted accounting principals.

2. TERM: This agreement will remain in effect until amended or terminated in writing by agreement of the parties. In the case of termination, at least a one year notice shall be required.

3. EQUIPMENT: It is the understanding of the parties hereto that the fire equipment utilized by Meriden and Plainfield is the property of the respective fire companies, and is not the property of the Town. If the Town does loan equipment to the companies, such equipment shall be clearly marked as being Town property.

4. INSURANCE: the Town agrees that it will maintain funding for a workmen's compensation insurance policy to protect the personnel of the Meriden and Plainfield companies while they are acting as firefighters. Prior to making changes in insurance related issues, the Town will notify the companies of the proposed changes.

5. CONTROL OF FIRE SCENE: It is the express agreement of the parties hereto that Meriden and/or Plainfield, through the person of the highest company officer present, shall have control of any fire scene within the bounds of the Town. It is the purpose of this paragraph to grant to the two fire companies all those powers, emoluments, rights and duties set out for Fire Chiefs and Fire Officers in the Revised Statutes Annotated of the State of New Hampshire.

6. MUTUAL AID AGREEMENTS: As allowed by RSA 154:24, the parties agree that Meriden and Plainfield shall have the right to enter into mutual aid agreements on behalf of the Town and the Town shall see to it that all insurance provisions protecting the two fire companies will extend to operations under a mutual aid agreement for operations outside the Town.

IN WITNESS WHEREOF the parties have signed this Agreement the day and year first above written.

PLAINFIELD BOARD OF SELECTMEN

Joseph A. Belyea
Mark H. Wheeler
Robert W. [Signature]

By David P. Best chief
MERIDEN VOLUNTEER FIRE DEPT.
By [Signature] chief
PLAINFIELD VOLUNTEER FIRE DEPT.

any town or city to elect not to assess, levy and collect a residents tax.

Voted unanimously in the affirmative and it was so declared by the moderator.

Article XVIII The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to accept and continue with the existing organizational structure of the Plainfield and Meriden Volunteer Fire Departments including, but not limited to each department selecting its own Chief, maintaining its own finances, owning its own equipment, and being considered a municipal department for the purposes of RSA 154. This article is intended to satisfy the requirements of RSA 154 as indicated in RSA 154:1, III.

Voted in the affirmative and it was so declared by the Moderator.

Article XIX The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to authorize the Board of Selectmen to sell the existing Cemetery Department Equipment.

Voted in the affirmative and it was so declared by the Moderator.

Article XX The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to instruct the Moderator to appoint a Finance Committee of six Plainfield residents to advise the Selectmen, School Board and other officers of the Town in the prudential affairs of the Town.

Voted in the affirmative and it was so declared by the Moderator.

Saturday, March 18, 1995

True Copy attest
May 5, 2011

Michelle Marsh
Town Clerk

State of New Hampshire

OFFICE OF SECRETARY OF STATE



I, *ENOCH D. FULLER*, Secretary of State of the State of New Hampshire, do hereby certify that the following and hereto attached Articles of Agreement of

MERIDEN VOLUNTEER FIRE DEPARTMENT, INC.

have been recorded in Records of Voluntary Corporations, Volume 222, Pages 349-350.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Seal of the State, at Concord, this 11th day of June A. D. 1954

Enoch D. Fuller
Secretary of State

The State of New Hampshire

FORM OF ARTICLES OF AGREEMENT

(For corporations forming under the provisions of chapter 272 R. L.)

The undersigned, being persons of lawful age, associate under the provisions of the Laws of New Hampshire by the following

ARTICLES OF AGREEMENT

Article 1. The name of this corporation shall be Meriden Volunteer Fire Department, Inc.

Article 2. The object for which this corporation is established is the promotion of the growth and prosperity of the village of Meriden in the Town of Plainfield, New Hampshire

Article 3. The place in which the business of this corporation is to be carried on is Meriden Village, Plainfield, New Hampshire

Article 4. The amount of capital stock or number of shares is None

Names	Post Office Address
Harold A Pingle	Meriden N.H.
Carl O. [unclear]	" " "
Elbert S. Barton	Meriden N.H.
J. J. [unclear]	Meriden N.H.
J. P. [unclear]	Meriden N.H.

Town (or City) Clerk's office, Town (or City) of Plainfield

Carl DuBois
Elbert S. Barton

Received and recorded this 3 day of Nov. 1954

Boskin Page 55

Howard Zea
Town (or City) Clerk

At least five signatures are required.
Recording Fee \$5.00.

VOLUNTARY CORPORATIONS

Formation of Corporation

1. **Incorporators; Purposes.** Five or more persons of lawful age may associate together by articles of agreement to form a corporation, for either of the following purposes:
 - I. The promotion of the cause of temperance and of any charitable or religious cause.
 - II. The establishment and maintenance of literary and scientific institutions, libraries, lyceums and musical, agricultural, literary, or scientific associations, the promotion of education and the arts and sciences by any other means and for mental improvement.
 - III. The establishment and maintenance of hospitals, homes for the aged and for invalids, and other charitable institutions.
 - IV. The provision of suitable grounds and other conveniences for the burial of the dead.
 - V. The organization and maintenance of lodges of Free Masons, Odd Fellows and other similar societies, and for social recreation and improvement.
 - VI. The provision and care of walks, parks, and commons.
 - VII. The planting, cultivation, and protection of shade, ornamental, and forest trees.
 - VIII. The promotion of agriculture.
 - IX. The promotion of the growth and prosperity of cities, towns, and villages.
 - X. The promotion of law and order and the better enforcement of existing laws, or to prevent cruelty to animals.
 - XI. The protection or propagation of fish and game, and for any other purpose not prohibited by law.
2. **Articles of Association.** The articles of association shall set forth the name of the corporation, the object for which it is established, the place in which its business is to be carried on and shall be signed by the persons who associate together to form it, with a designation of the post office address of each.
3. **Name.** Any corporate name may be assumed which is not in use by any other corporation or company.
4. **Record; Effect.** The articles of agreement shall be recorded in the office of the clerk of the town in which the business of the corporation is to be carried on, and in the office of the secretary of state; and when so recorded, the signers thereof shall be a corporation, and such corporation, its officers and members shall have all the rights and powers and be subject to all the duties and liabilities of other similar corporations, their officers and members, except so far as the same are limited or enlarged by this chapter.
- 4-a. **Fees.** The fee for recording the articles of agreement in the office of the secretary of state as required in section 4 shall be five dollars. The fee for recording any record of amendment in the office of the secretary of state as required in section 6 shall be five dollars.
5. **By-Laws; Organization.** Any by-laws adopted and organization effected by the unanimous action of the signers of the articles of agreement before the articles have been recorded as required by the preceding section, not repugnant to the laws of the state, shall be the by-laws and organization of the corporation, and shall remain in force until changed by it.

Powers of Corporations

6. **Change of Name; Amending Articles.** Any corporation now or hereafter organized in accordance with the provisions hereof, and any existing corporation which might have been so organized, may change its name, increase or decrease its capital stock, or amend its articles of association, by a majority vote of such corporation, at a meeting duly called for that purpose, and by recording a certified copy of such vote in the office of the secretary of state and in the office of the clerk of the town or city in this state which is its principal place of business.
7. **Raising Money.** It may raise money of its members in any manner provided for in its agreement of association, or in its by-laws.

Dissolution of Corporation

8. **Procedure.** Any such corporation, or one-fourth of the members thereof, may apply by petition to the superior court, in the county in which the corporation is located, for a decree of dissolution, or for such other relief as may be just; and the court, after due notice to all parties interested and a hearing, may decree that the corporation be dissolved, subject to such limitations and conditions as justice may require.
9. **Filing Order.** The corporation shall cause an attested copy of the decree of the court to be filed in the office of the secretary of state forthwith after it is made; and when such copy has been so filed, the corporate existence of the corporation shall terminate in accordance with the terms of such decree.
10. **Records.** The records of a corporation so dissolved shall be lodged with the secretary of state within thirty days after its affairs are closed up, and shall be kept by him as public records.

Fraternal Organizations

11. **Holding Property.** Unincorporated societies or lodges of Elks, Knights of Columbus, Knights of Pythias, Masons, Moose, and Odd Fellows, or other similar fraternal organizations shall be corporations so far as may be necessary to take, hold, manage and use any gift or grant made to them as such and any gifts or grants heretofore made to any such societies or lodges are hereby fully ratified and confirmed to them in their aforesaid corporate capacity, and said societies, lodges, and organizations may sue and be sued in regard to such property in said corporate capacity.
12. **Deemed Corporations for What Purposes.** The trustees or other similar officers of such societies or lodges shall be deemed bodies corporate for the purpose of taking and holding in succession grants and gifts whether of real or personal estate made either to them and their respective societies or lodges and said trustees or other similar officers with the consent of the societies or lodges may convey the lands or other property of such societies or lodges.

STATE OF NEW HAMPSHIRE

Office of the Secretary of State

Filed for record this 11th day

of June, 1954 at 9:30 A. M.


Deputy Secretary of State

FINAL

BY-LAWS of the

MERIDEN VOLUNTEER FIRE DEPARTMENT, INC.

Part I. ORGANIZATION

Be it ordained by the residents of the Town of Plainfield that a department to be hereafter known as the Meriden Volunteer Fire Department, Inc., the object of which shall be the prevention of fire and the protection of life and property within the Town of Plainfield and authorized mutual aid, is hereby created as follows:

Section 1.

The Meriden Volunteer Fire Department, Inc. shall have two (2) divisions:

- (1) A Business Administration Division. (Part II)
- (2) An Emergency Services Division. (Part III)

Part II. THE BUSINESS ADMINISTRATION DIVISION

The Business Administration Division will be responsible for raising the necessary funds required by the Department. Disbursement of the funds shall be directed by the Chief of the Department pursuant to Part III, Section 8, Article 4. It shall also be responsible for publicity and promotion required for Department activities and for minutes of the business meetings.

Section 1. MEMBERSHIP

Article 1.

Any Person 16 years of age or over who is a resident of the Town of Plainfield, a non-resident property owner in the town, or a non-resident by invitation may be a member and attend the business meetings of the Meriden Volunteer Fire Department, Inc.

Section 2. OFFICERS OF BUSINESS ADMINISTRATION DIVISION

Article 1.

This Division shall consist of a President, Vice-President, Secretary and Treasurer.

Article 2.

These officers shall be elected annually by the members of the Department and their tenure shall depend on their proper conduct and efficiency. Removal of any officer shall only be for just cause and after a hearing before a board made up of five (5) members, randomly selected, one of whom shall be an officer.

Article 3.

The officers of this division shall be held accountable to the Department only and shall make any written or verbal reports as the Department may require.

Article 4.

The Business Administration Division shall have regular meetings on the 2nd Monday of each month.

Article 5.

The officers of the Business Administration Division and the Emergency Services Division will set the yearly budget.

Article 6.

Duties of the Business Administration Division shall be designated by the President.

Part III. THE EMERGENCY SERVICES DIVISION

The Emergency Services Division or Department shall be responsible for all emergency service activities of the Department and the buildings and equipment provided for such activities.

Section 1. MEMBERSHIP

Article 1.

Any person 16 years of age or over who is a resident of the Town of Plainfield, or a non-resident by invitation, may be a member of the Emergency Services Division.

All terms, conditions and programs of youth training and employment in support of firefighting will comply with all federal and state laws and regulations pertaining to persons under eighteen (18) years of age.

Article 2.

Any member of the Emergency Services Division may be suspended or discharged by the Chief at any time the Chief may deem such action necessary for the good of the Division. Upon written request of such a member, that member shall be given a hearing before a board made up of five members, randomly selected, at least one of whom shall be an officer.

Section 2. OFFICERS OF EMERGENCY SERVICES DIVISION

Article 1.

This Division shall consist of a Chief, Deputy Chief and other officers as the Chief may deem necessary for the effective operation of the Division.

Article 2.

The Chief shall be elected by the members of the Department annually, and the tenure of office shall depend upon the Chief's good conduct and efficiency. The Chief shall be technically qualified by training and experience and shall have the ability to command the firefighters and hold their respect and confidence. The Chief shall be removed only for just cause and after a hearing before a board made up of five members, randomly selected, at least one of whom shall be an officer.

Article 3.

The Deputy Chief and all other officers shall be appointed by the Chief. These officers shall be accountable only to the Chief, and subject to removal by the Chief. Upon written request of such a member, that member shall be given a hearing before a board made up of five members, randomly selected, at least one of whom shall be an officer.

Section 3. DUTIES OF THE CHIEF

Article 1.

The Chief shall formulate a set of rules and regulations, subject to the laws of the State of New Hampshire, to govern the Emergency Services Division.

Article 2.

The Chief is hereby authorized to enter into agreements or contracts with other communities or governing bodies of other organizations.

Article 3.

At least once a month, the Chief shall conduct or cause to be conducted suitable drills or instruction in the operation and handling of equipment and rescue work, a study of buildings in the Town of Plainfield, fire prevention, water supplies, and all other matters generally considered essential to good firefighting and safety of life and property.

Article 4.

At least two times a year, the Chief will inspect, or cause to be inspected by members of the Department, the fire hydrants, cisterns, and other sources of water supply within the Meriden fire district.

Article 5.

The Chief shall see that complete records are kept of all fires, inspections, apparatus and equipment, personnel and other information about the work of the Emergency Services Division.

Article 6.

The Chief shall report annually to the people of Plainfield the condition of the apparatus and equipment; the number of incidents during the year; and any changes in membership.

Article 7.

The Chief shall maintain a library or file of publications on fire prevention and fire protection and shall make use of it to the best advantage of all members.

Section 4. DEPUTY CHIEF

Article 1.

The Deputy Chief shall report to the Chief at incidents and assist the Chief in the discharge of the Chief's duties.

Article 2.

In the absence of the Chief, the Deputy Chief shall command the Department and be held responsible therefore in all respects, with the full powers and responsibilities of the Chief.

Article 3.

In the absence of both the Chief and the Deputy Chief, the ranking officer shall command the Department, with all power and responsibilities of the Chief.

Section 5. CLASSIFICATION OF FIREFIGHTERS

CLASS A

Firefighters with a CLASS A rating can drive and operate any pumper, ladder truck, portable pump, or generator. They must have had classes or experience in interior and exterior fire fighting with SCBA. They must have had forestry, Haz-Mat Operations or Awareness, and Certified Level 1 firefighter training and know how to use hand tools and ground ladders.

CLASS B

Firefighters with a CLASS B rating can drive and operate any pumper, ladder truck, portable pump, or generator. They can do exterior firefighting with SCBA and interior overhaul after a major fire that is out. They must have had forestry and Haz-Mat Awareness training and know how to use hand tools and ground ladders. They will work at CLASS A jobs under direct instruction.

CLASS C

Firefighters with a CLASS C rating can handle hose, fittings, portable pumps, generators, and do forestry work. They can work at CLASS B jobs under direct instruction.

CLASS D

CLASS D rating is a beginner and will have a 6 month probationary period. CLASS D firefighters will work under direct instruction at CLASS C jobs.

Section 6. DRIVERS

Article 1.

Drivers of fire apparatus shall be thoroughly familiar with the operation of the apparatus, maintain a driver's license of the class required by the N.H. State Standards, and demonstrate good driving ability.

Article 2.

The driver of each piece of apparatus shall make an inspection of the apparatus after each run. Such inspection shall include checking the oil, fuel, water, battery, and tires. Particular attention and study shall be given to the maintenance log book for the apparatus.

Article 3.

Each driver shall be thoroughly familiar with the territory to be serviced by the Department, including the condition of roads during different seasons, and the locations of all water supplies.

Article 4.

Drivers shall observe speed limits which are consistent with safety, considering traffic, weather, and road conditions. Special care shall be taken when approaching all intersections, the apparatus being under control at all times.

Section 7. ALL MEMBERS

Article 1.

Drills shall be held on the first and third Mondays of each month. Special meetings and drills may be called by the Chief. Any member absent from more than 6 of the 24 Department drills without permission from the Chief may be dropped from the membership roll.

Article 2.

All members shall assist in the work of the Department whether it be their assigned duty or not.

Article 3.

All members shall give strict obedience to the orders of their officers.

Article 4.

When an alarm is given, members shall promptly report to the station and assist in getting the apparatus to the incident and in operation. Should the apparatus have departed, they shall immediately proceed to the incident by the most direct route to assume their duties or assist in any work necessary. Suitable arrangement or equipment shall be provided for notifying all members of the Emergency Services Division so that they may promptly respond to an alarm.

Article 5.

In good weather, practice drills with the apparatus and equipment shall be held. In bad weather, the Chief or other officer in charge shall conduct discussion and instruction periods on fire prevention, hazards, fire fighting, inspection work, salvage, and other subjects of interest and value to increase the efficiency and safety of the Department.

Article 6.

Each member is responsible for the care of personal gear issued to him or her by the Department. When a firefighter's membership is terminated, all Department property in their possession will be returned to the Chief. The firefighter will be billed for any Department property that is not returned.

Article 7.

Work at incidents and drills shall be done in a quick and orderly manner.

Section 8. EQUIPMENT

Article 1.

The Department shall be equipped with such apparatus and other equipment as may be required to maintain its efficiency and properly protect life and property in emergency situations.

Article 2.

Annually, hose shall be subjected to a test in accordance with NFPA standards.

Article 3.

The alarm shall be tested once a week and all pagers tested each day, at a designated time, to confirm that they are working properly.

Article 4.

Recommendations of apparatus and equipment needed and building modifications shall be made by the Chief, and after approval by the Department, shall be executed in such a manner as may be designated by the Department.

Article 5.

No person shall use any fire apparatus or equipment for any private purpose without proper authority.

Article 6.

No apparatus shall be hired out or permitted to leave the Town of Plainfield, except to respond to a call for mutual aid in a neighboring community, without the consent of the Chief. The Chief shall have power to assign equipment for response to calls for mutual aid in accordance with Part 3, Section 3, Article 2, and in other cases only when the absence of such equipment will not jeopardize protection for the Town of Plainfield.

Part IV. GENERAL

Section 1.

Article 1.

Each member of the Emergency Services Division shall be issued suitable insignia to be attached to a personal vehicle.

Article 2.

Annual dues to Firefighter's and Chief's Associations shall be legitimate expenses of the Department.

Adopted by unanimous vote of the Meriden Volunteer Fire Department May 9, 1994.

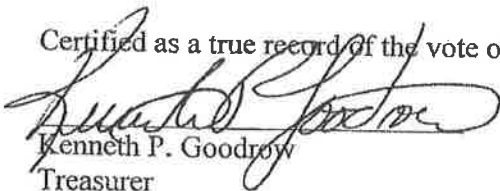
Meriden Volunteer Fire Department, Inc.
PO Box 387
Meriden, NH 03749

Pursuant to New Hampshire Statute 292:7 Change of Name, Amending Articles this is to certify that the Meriden Volunteer Fire Department has voted to amend its Articles of Association as they specifically refer to the corporate dissolution paragraph.

At a meeting of the Board of Directors held on February 13, 2012 it was unanimously voted by those in attendance (which represented a majority of the Board) to amend the Articles of Association Corporate Dissolution paragraph to now read as follows:

Upon the dissolution of the Corporation, all remaining assets, after payment of, or making arrangements for payment of, all liabilities of the Corporation shall be distributed to the Town of Plainfield, for a public purpose.

Certified as a true record of the vote of the meeting by:


Kenneth P. Goodrow
Treasurer

ARTICLE XV The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to raise and appropriate the sum of \$3,140 to be placed in the General Trust Fund established at the 1991 Town Meeting for maintenance and care of the cemeteries pursuant to RSA 31:19-a.

Voted unanimously in the affirmative and it was so declared by the Moderator.

ARTICLE XVI The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to raise and appropriate the sum of \$2,500 to be placed in the General Trust Fund established at the 1992 Town Meeting under the provisions of RSA 31:19-a, known as the Library Building Repair Fund, for the purpose of repairing and maintaining the library buildings.

Voted unanimously in the affirmative and it was so declared by the Moderator.

ARTICLE XVII The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to adopt the provisions of RSA 72:1-c which authorizes any town or city to elect not to assess, levy and collect a resident tax.

Voted in the affirmative and it was so declared by the Moderator.

ARTICLE XVIII The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to accept and continue with the existing organizational structure of the Plainfield and Meriden Volunteer Fire Departments including, but not limited to each department selecting its own chief, maintaining its own finances, owning its own equipment, and being considered a municipal department for the purposes of RSA 154. This article is intended to satisfy the requirements of RSA 154 as indicated in RSA 154:1,III.

Voted in the affirmative and it was so declared by the Moderator.

ARTICLE XIX The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to authorize the Board of Selectmen to sell the existing Cemetery Department Equipment.

Voted in the affirmative and it was so declared by the Moderator.

ARTICLE XX The following resolution was offered and it was moved and seconded that it be adopted.

Resolved: That the Town vote to instruct the Moderator to appoint a Finance Committee of six Plainfield residents to advise the Selectmen, School Board and other officers of the Town in the prudential affairs of the Town.

Voted in the affirmative and it was so declared by the Moderator.

By-Laws of
The Plainfield Volunteer Fire Department, Inc.

Revised and Adopted December 4, 2014

The corporation is organized to promote the prosecution of the enhancement of firefighting. Generally to assist the Plainfield Volunteer Fire Department in raising, and the enhancement of efforts aimed at fire prevention and firefighting generally through education and service.

Article 1
Principle Office

The principle office of the corporation shall be located in the town of Plainfield, County of Sullivan, and State of New Hampshire at or adjacent to Route 12-A in said Plainfield. The location of said office may be changed from time to time as required by circumstances.

Article 2
Corporation Officers

2.01 The officers of the Corporation shall be one President; one or more Vice President(s); one Secretary and one Treasurer. These officers shall be elected by the voting members to a term of one year.

2.02 Removal. Any officer of the Corporation elected or appointed by the voting members may be removed by a two-thirds vote of the voting members present at a meeting after all Directors have been warned of the vote. An Officer may be removed when in the good judgment of two-thirds of the voting members present that the best interest of the Corporation will be served by this removal.

2.03 Vacancies. A vacancy in any office due to death, resignation or disqualification may be filled by the voting members for the unexpired portion of the term.

2.04 Voting Rights. All voting members must attend three meetings a year in order to maintain voting privileges.

Article 2-A
Duties

2.1.01 President: The President shall be the principle executive officer of the corporation and shall in general supervise and control all of the business affairs of the corporation. He shall preside at all meetings of the members and will be responsible for such other duties as may be prescribed by the Board from time to time.

2.1.02 Vice President: In the absence of or the inability of the President the Vice President shall perform the duties of the President.

2.1.03 Secretary: The Secretary shall keep the minutes of the meetings of the members in one or more books provided for the purpose and shall give all the notices in accordance with the provisions of these by-laws. The Secretary shall be the custodian of the corporate records and of the seal of the corporation. This position shall generally keep a record of the transactions of the corporation in a proper and appropriate form. The Secretary and Treasurer's offices can be filled by the same person.

2.1.04 Treasurer: The Treasurer shall have charge of and custody of and be responsible for all funds and securities of the corporation from any source and deposit all such moneys in the name of the corporation in such banks, trust companies and or other depositories as the directors shall select. The Treasurer shall also keep full and accurate accounts and records, make a report at monthly and annual meeting. This report will be in such form to show the financial condition of the corporation and the results of its yearly operation and other reports that the corporation may require from time to time.

Article 3 Fire Officers

3.01 The fire officers of the corporation shall be one Fire Chief: one Deputy Chief: two Captains, and two Lieutenants. These officers shall be elected by the voting members for a term of two years. Anyone who is a member of the voting membership and has at least a NFPA Level One certification is eligible to be a Department Officer.

3.02 Removal. Any Fire Officer of the department who has been elected or appointed by the voting members may be removed by a two-thirds majority vote of the active membership. Any meeting during which a vote of removal is taken must be warned to the entire voting body.

3.03 Vacancies. A vacancy in any officer's position because of death, resignation or disqualification may be filled by the voting members or an executive board consisting of the corporation's President, Vice President, and Treasurer/Secretary for the unexpired portion of that term.

Article 3-B Fire Officers Duties

3.1.01 Fire Chief: The Fire Chief shall be the principal fire officer and shall have ultimate authority of all members of the Plainfield Volunteer Fire Department and equipment belonging to that department at fires or community assistance emergencies. The Fire Chief shall also be responsible for firefighter training and for the proper training for the use of equipment owned and maintained by the department. The Fire Chief will also be responsible for the compliance of

policies, rules and regulations of the members while at fire or community assistance emergencies. The Fire Chief will have the authority to appoint staff (training officers, maintenance officers, administrative assistant to the Fire Chief and/or the department etc.) from the corporate members as should be necessary.

3.1.02 Deputy Fire Chief: The Deputy Fire Chief shall be the second in command of all Plainfield Volunteer Fire Department members at fire or community assistance emergencies. In the absence of the Fire Chief the Deputy Fire Chief shall perform duties of the Fire Chief

3.1.03 Captains: Captains shall be the ranking company officer(s) and will work under the direction of the Fire Chief. In the absence of the Fire Chief or the Deputy Fire Chief: captains shall perform the duties of the Fire Chief.

3.1.04 Lieutenants: Lieutenants shall work under the direction of the senior fire officer at the scene of a fire or community assistance emergency. A Lieutenant is responsible for company level command. In the absence of any senior ranking officer, lieutenants shall perform the duties of that senior officer.

Article 4 Classification of Firefighters

4.01 Probationary Firefighter: All incoming firefighters will serve their first year with the fire department as a probationary firefighter. To successfully complete a probationary period the applicant will attend a minimum of two-thirds of all regularly scheduled fire department training sessions, classes or drills within a one year period. The probationary period may be extended if it proves to be in the best interest of the fire department or the applicant.

4.02 Firefighter: As a Firefighter, he/she may perform any fire related duties that fall within their training certified abilities, as deemed appropriate by the commanding officer at the scene of a fire or community assistance emergency. This Firefighter must be certified by training or prior experience before fighting any interior fires using S.C. B. A.

Article 5 Meetings

5.01 Regular Meetings. Regularly scheduled meetings of the membership will be held each month on a day and time determined by the voting members.

5.02 Annual Meeting. This meeting will be held in December after being duly warned and published. The purpose of this meeting is to elect all elected positions, that are due, and to transact any business that has been duly warned for that meeting.

5.03 Special Meetings. A special meeting of the corporation may be called by the President or by any seven voting members of the corporation. This meeting must be duly warned to all members of the corporation.

5.03 Place of meeting(s). The President or a majority of the voting members may designate the place of meeting for any regular, special or annual meeting.

5.04 Warning of a meeting. Notice of any special meeting will be given to the membership no less than ten (10) days prior to the date of the meeting.

5.05 Quorum for a meeting. Seven eligible members present at any meeting will constitute a quorum at a meeting for the purpose of managing fire department business.

Article 6

Board of Directors and Membership

6.01 Board of Directors or Executive Committee. The affairs of the corporation shall be managed by the Board of Directors also known as the Executive Committee consisting of the President, Vice President, Secretary and Treasurer of the Plainfield Volunteer Fire Department, Inc.

6.02 Voting Membership. Firefighters, not to include probationary firefighters, will be considered a voting member of the Plainfield Volunteer Fire Department. The corporation officers or Board of Directors are also considered voting members of the fire department.

6.03 Membership Requirements. An applicant for active membership with voting privileges will have to have completed his or her probationary period. Any active member can recommend an applicant for membership and the voting members of the department will approve or deny the recommendation.

Article 7

Amendments to By-laws

7.01 Amendments. Amendments to these by-laws may be made at any regularly scheduled meeting. The Articles of Amendment must be warned to all voting members of the Plainfield Volunteer Fire Department thirty (30) days in advance of the meeting.

State of New Hampshire

Recording fee: \$25.00
Use black print or type.

Form NP-3
RSA 292:7

AFFIDAVIT OF AMENDMENT OF

Plainfield Volunteer Fire Department, INC.
A NEW HAMPSHIRE NONPROFIT CORPORATION

I, Bruce C. Elder, the undersigned, being the Vice President
(Note 1) of the above named New Hampshire nonprofit corporation, do hereby certify that a meeting was
held on June 6, 2013 in Plainfield, NH (Note 2), for the purpose of
amending the articles of agreement and the following amendment(s) were approved by a majority vote of
the corporation's Board of Directors. (Note 3)

[if more space is needed, attach additional sheet(s).]

A true record, attest: 
(Signature)

Print or type name: Bruce C. Elder

Title: Vice President

Date signed: 2 July 2013

- Notes: 1. Clerk, secretary or other officer.
2. Town/city and state.
3. Enter either "Board of Directors" or "Trustees".

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

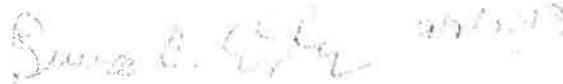
Mail fee with **DATED AND SIGNED ORIGINAL** to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

File a copy with Clerk of the town/city of the principal place of business

Form NP-3 (6/2009)

IN RE :
THE RESTATED AND AMENDED ARTICLES OF AGREEMENT
OF THE
PLAINFIELD VOLUNTEER FIRE DEPARTMENT, INC.

A meeting of the Plainfield Volunteer Fire Department, Inc. was held at the offices of the corporation in Plainfield, New Hampshire on Thursday, June 6, 2013 and the attached Restated and Amended Articles of Agreement were approved and adopted by the membership.

A handwritten signature in dark ink, appearing to read "Bruce Elder", with a date "6/6/13" written to the right of the signature.

Bruce Elder, Vice President

THE STATE OF NEW HAMPSHIRE
RESTATED AND AMENDED
ARTICLES OF AGREEMENT

OF

THE PLAINFIELD VOLUNTEER FIRE DEPARTMENT

The undersigned, being persons of lawful age, associate under the provisions of the laws of New Hampshire, RSA 292, by the following:

ARTICLE I

The name of the corporation shall be The Plainfield Volunteer Fire Department, Incorporated .

ARTICLE II

The object for which this corporation is established is to plan , promote, administer and coordinate efforts (including fundraising) to improve firefighting through education, training, acquisition and utilization of equipment, and to pursue all means to prevent and extinguish fires and the damage therefrom in Plainfield and other communities . Said corporation is organized exclusively for charitable, religious , educational and scientific purposes , including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 .

ARTICLE III

Upon the dissolution of the corporation, all remaining assets, after payment of, or making arrangements for payment of, all liabilities of the Corporation shall be distributed to the Town of Plainfield, for a public purpose.

ARTICLE IV

The address at which the business of this corporation is to be carried on is
P.O. Box 212
Plainfield, New Hampshire, 03781.

ARTICLE V

The amount of capital stock or the number of shares is none. No part of the net earnings of the corporations shall inure to the benefit of, or be distributed to, its members, directors, officers or other private persons, except as the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set in Article II hereinbefore. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954. The corporation shall be governed in accordance with its By-Laws.

ARTICLE VI

Signatures and post office address of incorporators:

003169

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That I, **SARAH T. GILLENS**, married, f/k/a Sarah T. Longacre, of Plainfield, County of Sullivan and State of New Hampshire, for consideration paid, grant to the **PLAINFIELD VOLUNTEER FIRE DEPT., INC.**, of P. O. Box 212, Plainfield, New Hampshire 03781, with **WARRANTY COVENANTS** to the said **PLAINFIELD VOLUNTEER FIRE DEPT., INC.**, the following described premises:

A certain tract or parcel of land situate in Plainfield, County of Sullivan and State of New Hampshire, shown as Lot 2 on a plan entitled "Subdivision Plan Of Land Owned By Sarah T. Longacre, Route 12A, Plainfield, New Hampshire," Scale 1" = 50', dated March 1, 2000 by Wayne McCutcheon Associates, Inc., Claremont, New Hampshire as Project No. 1217299, which plan is recorded in the Sullivan County Registry of Deeds in Pocket 6, Folder 4, No. 44 of Planfile 4. Lot 2 may be more particularly described as follows:

Beginning at a set iron pin in the westerly right of way of Route 12A, so-called, which iron pin marks the southwest corner of the tract herein conveyed; thence North 45° 15' 43" West a distance of 299.95 feet, more or less, to a set iron pin; thence North 27° 42' 46" East along a fence line a distance of 155.59 feet, more or less, to an existing iron pin; thence South 45° 15' 43" East a distance of 364.63 feet, more or less, to an existing iron pin; thence South 52° 01' 03" West along the westerly side of Route 12A, so-called, a distance of 136.73 feet, more or less, to a set iron pin; thence South 52° 32' 04" West along the westerly side of Route 12A a distance of 13.27 feet, more or less, to the point or place of beginning.

Lot 2 is said to contain 1.14 acres, more or less.

Meaning and intending to describe and convey a portion of the premises conveyed to Sarah T. Longacre by Joseph M. Longacre by Quitclaim Deed dated June 9, 1995 and recorded in Volume 1063, Page 309 of the Sullivan County Registry of Deeds.

And I, Gordon Gillens, husband of the within grantor, Sarah T. Gillens, hereby release all my rights of homestead and other interests in the within conveyed premises.

Dated this 12 day of May, 2000.


Sarah T. Gillens


Gordon Gillens

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

May 12, 2000

Personally appeared the above-named Sarah T. Gillens and Gordon Gillens, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

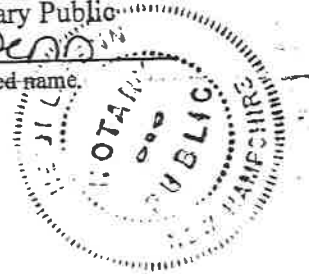
Before me,

My commission expires:

HEIDI L. PENN, Notary Public
My Commission Expires July 18, 2002

Heidi L. Penn
Justice of the Peace/Notary Public
Heidi L. Penn
Justice/Notary printed or typed name.

(seal)



PARTIAL RELEASE OF MORTGAGE

FOR VALUE RECEIVED, Mascoma Savings Bank, holder of a mortgage from Joseph M. Longacre and Sarah T. Longacre (n/k/a Sarah T. Gillens), dated August 14, 1989, and recorded in the Sullivan County Registry of Deeds in Volume 892, Page 91, hereby releases the within described premises from the effects of said mortgage, it being expressly understood that this release shall not affect or impair the security of said mortgage upon any portion of the premises except the premises more particularly described above.

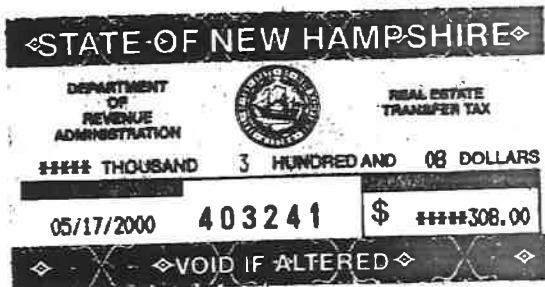
IN WITNESS WHEREOF, Mascoma Savings Bank has caused its corporate name to be subscribed by Catherine Ploof, its Loan Officer thereunto duly authorized, this 12th day of May, 2000.

In the presence of:

Heidi L. Penn

MASCOMA SAVINGS BANK

By Catherine Ploof
Its Loan Officer
Duly Authorized



RECEIVED
2000 MAY 16 PM 3:56
SULLIVAN COUNTY
REGISTRY OF DEEDS

SULLIVAN COUNTY RECORDS
Laura A. King, REGISTER

PLANNING BOARD STATEMENTS

A parcel of land which has been subjected to minor subdivision shall not be eligible for further subdivision procedures for a period of 10 years from the date of the most recent subdivision approval.

This conveyance is made for the purpose of annexation, upon the conveyance shall merge with and become part of the land to which it is annexed, and shall not constitute a previously approved lot for the purpose of reconveyance unless and until the same shall have been approved in accordance with the subdivision regulations for the Town of Plainfield and/ or any other law, ordinance or regulation, Federal, State or Local, then applicable.

"The subdivision requirements of the Town of Plainfield are a part of this plat, and approval of this plat is contingent on completion of all the requirements of said subdivision regulations, excepting only any variances or modifications made in writing by the Plainfield Planning Board. Approved by the

Plainfield Planning Board on 6/1/09

Certified by [Signature], Chairman."

(Map 104, Lot 26)
Heirs of John J. O'Leary
c/o Eric O'Leary
PO Box 172
Meriden, NH 03770

Lot-Line Adjustment between land of
**Trustees of Kimball Union Academy,
Richard G. Holdaway, and land of
Meriden Volunteer Fire Dept., Inc.**



Located at 808 Rte. 120
in the Town of Plainfield
County of Sullivan
State of New Hampshire Date: April 17, 2009

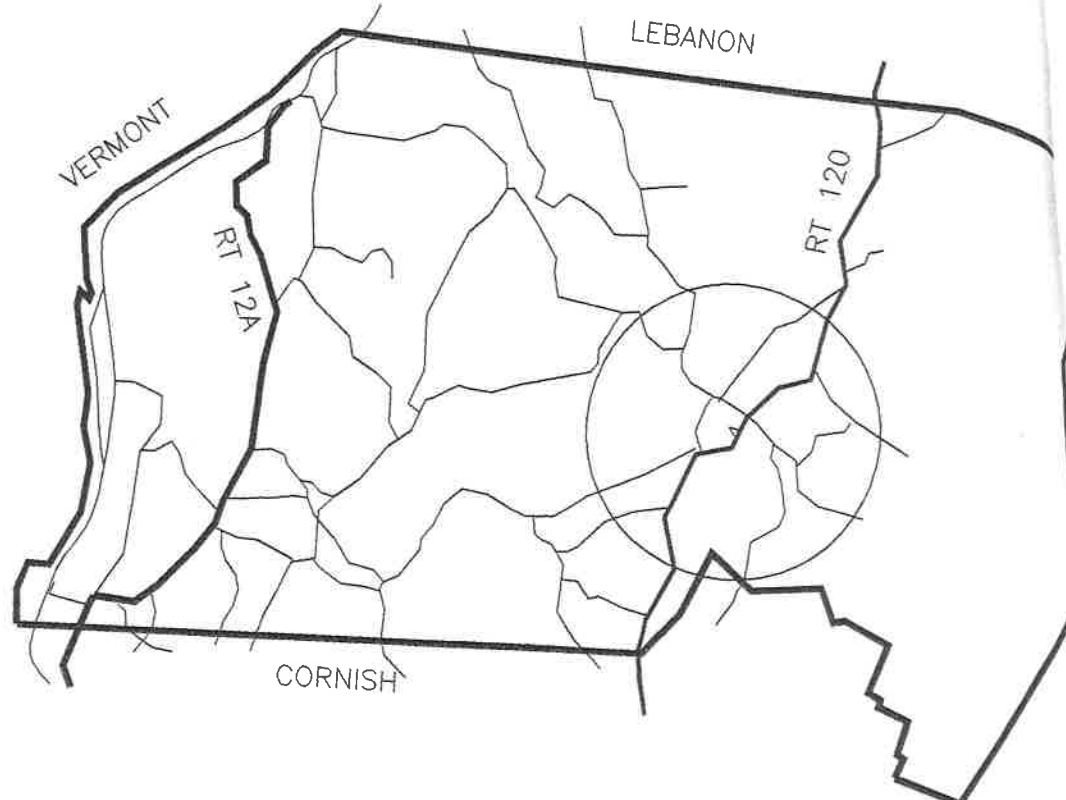
Surveyed for: Kimball Union Academy
P.O. Box 188
Meriden, NH 03770

Subject property is described in deed(s)
recorded in: 365/196 & 1437/643 Meriden Volunteer Fire Dept., Inc.
recorded in: 182/156 T.1 Kimball Union Academy
recorded in: 1321/28 Richard Gary Holdaway (also see 1296/913)
of the Sullivan County Registry of Deeds.

Owner of record according to town records is:
Trustees of Kimball Union Academy (Map 104-Lot 33, Map 105-Lot 31)
Meriden Volunteer Fire Dept., Inc. (Map 104-Lot 29)

Project: 1414-4

LICENSED
SURVEYOR
[Signature]
NHLS 527



Location Map

NOTES

1. MERIDEN VOLUNTEER FIRE DEPARTMENT DEED - ORIGINAL PARCEL The Meriden Volunteer Fire Dept., Inc. was conveyed a triangular shaped tract of land by deed of Kimball Union Academy dated June 20, 1955 and recorded in Book 365-Page 196 of the Sullivan County Registry of Deeds. There appears to be an inaccuracy in the measurements cited in the deed since the measurements cannot be made to mathematically close. In order to close the figure the road frontage distance needs to be increased from 125-feet to 204.6-feet.

Iron pins found at (A), (B), (C), and (D) were placed by K. A. LeClair Assoc., Inc. during a 1986 survey of the boundaries adjoining the Meriden Volunteer Fire Department. The pins placed by LeClair during this survey describe a practical location for the original triangle of land conveyed to the fire Department. The resulting plan was not recorded.

The line determined by the "LeClair" pins "A" and "B" reasonably well delineates the line described in Boundary Line Agreement between Kimball Union Academy and Annie Duncan dated March 6, 1948 and recorded in Book 322-page 240 of the Sullivan County Registry of Deeds and shown on a plan by S.H. Stevens entitled "PROPERTY OWNED BY ANNIE H. DUNCAN WITH ENVIRONS MERIDEN NEW HAMPSHIRE NOVEMBER, 1947" and recorded in plan Vol. 1, Page 365 of the Sullivan County Registry of Deeds.

Along this Duncan/KUA agreement line the "LeClair" pins "A"- "C" are located 178-feet apart as per the deed to the Fire Department (365 / 196).

LeClair pins (C)-(D) running from the agreement line to the highway are located approximately 140-feet apart as per the deed to the Fire Department (365 / 196).

LeClair pins (D)-(A) are located 204.6' apart on the highway instead of the 125-feet called for in the Fire Department deed. The additional frontage is necessary in order to make a closed figure. An alternate solution would be to decrease the Fire Department frontage distance to approximately 59-feet.

2. AREA " F " MERIDEN VOLUNTEER FIRE DEPARTMENT - LOT ANNEXED FROM HOLDAWAY: In 2004 there was a plan drawn by Richard D. Bartlett & Associates showing 4,057 sq. ft. of land to be annexed to land of the Fire Department. The plan is recorded in Pocket 8, File 5, Number 12, Plan File 4 of the SCRD. There is a warranty deed from Richard G. Holdaway to the Fire Department dated Feb. 27, 2004 and recorded in book 1437-page 643 describing the 4,057 sq. ft. of land. The eastern line of the 4,057 sq. ft. does not coincide with the Duncan/KUA agreement line or the pins set by LeClair and has resulted in a triangular gore of land between the Duncan/KUA agreement line and the line on the Bartlett plan, shown hereon as Area H-1 and Area H-2. Area H-1 is to be conveyed by Quitclaim deed of Holdaway to KUA. Area H-2 is to be conveyed by quitclaim deed of Holdaway to the Meriden Volunteer Fire Department, Inc.

3. Areas H-1, H-2, and K are to be merged with other land of the corresponding grantee and are not to be regarded as separate lots.

Basis of bearings: NH Grid North by GPS

Legend

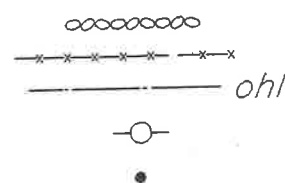
Stone wall

Wire fence

Overhead Line

Utility pole

Unmarked point



13-4150

Return to:
Tarbell Professional Association
45 Centre Street
Concord, NH 03301

002837

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **RICHARD G. HOLDAWAY**, married, of 25 Westgate Lane, Storrs-Mansfield, Connecticut 06268, for consideration paid, grants to **MERIDEN VOLUNTEER FIRE DEPARTMENT**, a New Hampshire, volunteer, non-profit organization, with an address of 808 Route 120, Meriden, New Hampshire 03770, with **WARRANTY COVENANTS**, all his right, title and interest in and to the following:

A certain tract or parcel of land together with any buildings and improvements now or hereafter located thereon, situate on the northerly side of Route 120, in the Town of Meriden, County of Sullivan and State of New Hampshire, and shown as "Portion of Lot 3600 to be Annexed to Lot 4150" on a plan of land entitled "Subdivision Plat of the Land of Richard G. Holdaway" drawn by Richard D. Bartlett & Associates, Inc., dated November 23, 2003, recorded on January 7, 2004 with the Sullivan County Registry of Deeds in Pocket 8, Folder 5, Number 12, Plan File 4, and on Corrective Plan recorded March 29, 2004 with the Sullivan County Registry of Deeds in Pocket 8, File 5, Number 41, Plan File 4. Said parcel is more particularly bounded and described as follows:

Beginning at a point on the northerly side of Route 120 at the corner of land of the Meriden Volunteer Fire Department and the lot herein conveyed; thence running South 63° 30' 40" West a distance of 20.00 feet to a point on the northerly sideline of said Route 120; thence turning and running along land now or formerly of Richard G. Holdaway, North 06° 39' 20" East a distance of 167.63 feet to a point; thence turning and running North 63° 30' 40" East a distance of 37.82 feet to a point; thence turning and running along said Fire Department land South 11° 27' 45" West a distance of 178.00 feet to the point of beginning.

SUBJECT TO all easements and restrictions of record.

MEANING AND INTENDING hereby to describe and convey a portion of the premises conveyed to Richard G. Holdaway by Affidavit of Title recorded with the Sullivan County Registry of Deeds in Book 1296, Page 913. (See also deed at Book 1321, Page 28).

This is not homestead property.

This is a non-contractual transfer pursuant to NH RSA 78-B:2 IX.

COPY PROVIDED FOR RECORDING PURPOSES ONLY

QUITCLAIM DEED

.....The Trustees of Kimball Union Academy, a corporation duly.....
established and located at Meriden Village, in.....
of Plainfield..... Sullivan..... County, State of
(Less than One Hundred Dollars)
New Hampshire, for consideration paid, grant to Meriden Volunteer Fire Department, Inc.,
a voluntary corporation duly established under the laws of the State of
New Hampshire, and having its principal place of business at Meriden Village,
of in Plainfield..... Sullivan..... County, State of
New Hampshire....., with QUITCLAIM covenants,

~~(Description and Incumbents, if any)~~

A small triangular-shaped tract or parcel of land, situate in Meriden Village in said Town of Plainfield, bounded and described as follows, to wit:-

Beginning at an iron pipe set in the ground in the Westerly line of the highway leading from Lebanon to Claremont, in the Easterly line of land of Annie H. Duncan, which said iron pipe is 1483.7 feet southerly of the intersection of said highway with the southerly line of Main Street in said Meriden, as shown on Plan, "Property of Kimball Union Academy, With Environs, Meriden, New Hampshire, May 1953", made by Samuel H. Stevens;

Thence N. 4° 31' E. in the northerly line of land of said Annie H. Duncan a distance of 178 feet to an elm tree;

Thence Easterly a distance of 140 feet to an iron pipe in the Westerly line of said highway;

And thence Southerly in the westerly line of said highway a distance of 125 feet to the point of beginning.

The bearings as given are TRUE and all distances to be more or less.

Being a small portion of the premises conveyed to the Trustees of Kimball Union Academy by deed of Alfred S. Hall dated April 10, 1913, and recorded in Sullivan County Register of Deeds, Book 100, Page 100.

If the Meriden Volunteer Fire Dept. Inc. ceases to function or if the premises are abandoned by the Meriden Volunteer Fire Department, Inc., then in such case the premises shall revert to the trustees of Kimball Union Academy and the Meriden Volunteer Fire Department, Inc. will convey all their rights, title and interest in and to the premises to the trustees of Kimball Union Academy by quit claim deed; and the trustees of Kimball Union Academy will be the sole judge as to whether or not the Meriden Volunteer Fire Dept. Inc. has ceased to function or abandoned the premises.

This conveyance is made in compliance with a vote passed at a regular meeting of the trustees of Kimball Union Academy, held in Meriden, N. H., on October 30th, 1954.

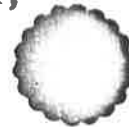
IN WITNESS WHEREOF The Trustees of Kimball Union Academy have caused its corporate name and seal to be affixed herunto by Ira Townsend, Treasurer of the Board of Trustees of Kimball Union Academy, this 15th day of January, 1955.

In the presence of:

TRUSTEES OF KIMBALL UNION ACADEMY,
By:

Robert A. Jones

Ira P. Townsend
Treasurer, Board of Trustees.



STATE OF NEW HAMPSHIRE
Grafton, SS

January 15, 1955.

Personally appeared Ira Townsend, who acknowledges him self to be the Treasurer of the Board of Trustees of Kimball Union Academy, a corporation duly established, and as said Treasurer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Treasurer.

Before me,

Robert A. Jones
Justice of the Peace
~~Notary Public~~

1527
65032215
9/1/11

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$250,000.00	09-01-2011	09-01-2032	65032215	4A / 610	P011135	AFB	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Plainfield Volunteer Fire Department, Inc.
PO Box 212
Plainfield, NH 03781

Lender: MASCOMA SAVINGS BANK, fsb
MAIN OFFICE
67 NORTH PARK ST.
LEBANON, NH 03766

THIS BUSINESS LOAN AGREEMENT dated September 1, 2011, is made and executed between Plainfield Volunteer Fire Department, Inc. ("Borrower") and MASCOMA SAVINGS BANK, fsb ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of September 1, 2011, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of New Hampshire. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 660 RT 12A PLAINFIELD, NH. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 65032215

Page 2

knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. In addition, Borrower represents and warrants that Borrower's Collateral does not contain urea formaldehyde foam insulation or urea formaldehyde resin in violation of any applicable state laws. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. All of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower.

Tax Returns. As soon as available, but in no event later than one-hundred-twenty (120) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 65032215

Page 3

shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 65032215

Page 4

the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 65032215

Page 5

participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Hampshire without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of New Hampshire.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of GRAFTON County, State of New Hampshire.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Plainfield Volunteer Fire Department, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 65032215

Page 6

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means MASCOMA SAVINGS BANK, fsb, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by Plainfield Volunteer Fire Department, Inc. in the principal amount of \$250,000.00 dated September 1, 2011, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 1, 2011.

BORROWER:

PLAINFIELD VOLUNTEER FIRE DEPARTMENT, INC.

By: Dennis D. Bundy
Dennis D. Bundy, President of Plainfield Volunteer Fire Department, Inc.

By: Jesse R. Stalker, Jr.
Jesse R. Stalker, Jr., Treasurer of Plainfield Volunteer Fire Department, Inc.


Loan No: 65032215

**BUSINESS LOAN AGREEMENT
(Continued)**

Page 7

LENDER:

MASCOMA SAVINGS BANK, FSB

By: 
Authorized Signer

X

42
650 32215
9/2/11

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$250,000.00	09-01-2011	09-01-2032	65032215	4A / 610	P011135	AFA	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "****" has been omitted due to text length limitations.

Borrower: Plainfield Volunteer Fire Department, Inc.
PO Box 212
Plainfield, NH 03781

Lender: MASCOMA SAVINGS BANK, fsb
MAIN OFFICE
67 NORTH PARK ST.
LEBANON, NH 03766

Principal Amount: \$250,000.00

Date of Note: September 1, 2011

PROMISE TO PAY. Plainfield Volunteer Fire Department, Inc. ("Borrower") promises to pay to MASCOMA SAVINGS BANK, fsb ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Fifty Thousand & 00/100 Dollars (\$250,000.00), together with interest on the unpaid principal balance from September 1, 2011, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 12 monthly consecutive interest payments, beginning October 1, 2011, with interest calculated on the unpaid principal balances using an interest rate of 3.750% per annum; 120 monthly consecutive principal and interest payments in the initial amount of \$1,482.43 each, beginning October 1, 2012, with interest calculated on the unpaid principal balances using an interest rate of 3.750% per annum; 119 monthly consecutive principal and interest payments in the initial amount of \$1,430.55 each, beginning October 1, 2022, with interest calculated on the unpaid principal balances using an interest rate based on the 5 YR FEDERAL HOME LOAN BANK (BOSTON) CLASSIC ADVANCE RATE (REG) ROUNDED TO THE NEAREST EIGHTH AS AVAILABLE AT 8:00AM. (currently 1.750%), plus a margin of 1.250 percentage points, then adjusted to the tax equivalent yield using the Bank's Price Matrix for Municipalities adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 3.000% per annum; and one principal and interest payment of \$1,430.30 on September 1, 2032, with interest calculated on the unpaid principal balances using an interest rate based on the 5 YR FEDERAL HOME LOAN BANK (BOSTON) CLASSIC ADVANCE RATE (REG) ROUNDED TO THE NEAREST EIGHTH AS AVAILABLE AT 8:00AM. (currently 1.750%), plus a margin of 1.250 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 3.000% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the 5 YR FEDERAL HOME LOAN BANK (BOSTON) CLASSIC ADVANCE RATE (REG) ROUNDED TO THE NEAREST EIGHTH AS AVAILABLE AT 8:00AM. (the "Index") then adjusted to the tax equivalent yield using the Bank's Price Matrix for Municipalities. The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 60 MONTHS. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 1.750% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this Note be less than 3.000% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

APPLICABLE INTEREST RATES. Borrower expressly agrees that the interest rates specified in this Note shall be the applicable interest rates due (A) on amounts outstanding during the term of this Note, notwithstanding the rate of interest prescribed by statute from time to time, and (B) with respect to any amounts outstanding on and after the maturity date of this Note.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: MASCOMA SAVINGS BANK, fsb; MAIN OFFICE; 67 NORTH PARK ST.; LEBANON, NH 03766.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever

is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Hampshire without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of New Hampshire.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of GRAFTON County, State of New Hampshire.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is unsecured.

CROSS DEFAULT. ANY DEFAULT IN ANY OTHER LOAN, NOTE OR OBLIGATION OF THE BORROWER TO THE LENDER MAY BE DEEMED A DEFAULT UNDER THIS LOAN.

DEFAULT RATE. BEGINNING WITH THE DATE OF MATURITY OR FROM THE DATE OF DEFAULT, INTEREST SHALL ACCRUE AT THE RATE OF EIGHTEEN PERCENT (18.0%) PER ANNUM ON THE UNPAID PRINCIPAL.

MULTIPLE ADVANCE. THE PRINCIPAL SUM SHOWN IS THE MAXIMUM AMOUNT OF PRINCIPAL THAT CAN BE BORROWED UNDER THIS NOTE. THIS IS A CLOSED END CREDIT AND THE BORROWER(S) AGREE THAT THEY MAY BORROW UP TO THE MAXIMUM ONLY ONE TIME.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the

extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

PLAINFIELD VOLUNTEER FIRE DEPARTMENT, INC.

By: Dennis D Bundy

Dennis D. Bundy, President of Plainfield Volunteer Fire Department, Inc.

By: Jesse R Stalker, Jr.

Jesse R. Stalker, Jr., Treasurer of Plainfield Volunteer Fire Department, Inc.