

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday, December 27, 2021

1. REVIEW OF ITEMS FOR SIGNATURE:
CZC's:

2. APPOINTMENTS

7:00PM-Public Hearing-Acceptance of Unanticipated Funds from Healthtrust
7:30PM-Van Webb-Warrant Article Discussion

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Accept Anonymous Welfare Donation in the Amount of \$2,000
- Funds from Rec Revolving-Veterans Field Phase 1 Feasibility Study
- Transfer \$20,000 from Assessing Line to Executive Line
- Sign Deputy Health Officer Nomination Form
- Firewards Reappointments; Josh Trow, John Paris & Austin Brown, 3-Year Term
- Encumbered Funds
- Hydro Net Metering Discussion

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

- Cancelled January 10th BOS Meeting
- Budget & Staffing Updates
- FYI-Dam Public Safety Plan

7. UPCOMING MEETINGS:

01/05-7:00PM-Conservation Commission, Town Meeting Room
01/06-6:00PM-Zoning Board, Town Meeting Room
01/11-5:30PM-Recreation Committee, Town Meeting Room
01/11-7:00PM-Town Budget Public Hearing, Town Meeting Room
01/12-5:00PM-Energy Committee, Town Meeting Room
01/13-7:00PM-Planning Board, Town Meeting Room

NONPUBLIC: The Board of Selectmen may enter a nonpublic session, if so voted, to discuss items listed under RSA 91-A:3, II

Barbara Vaughn

From: Town Manager
Sent: Thursday, December 23, 2021 2:17 PM
To: Barbara Vaughn
Subject: FW: 2022 budget

Shannon Martinez
Town Manager
23 Edgemont Rd, Sunapee, NH 03782
Office Phone: 603-763-2212
Email: manager@town.sunapee.nh.us
<https://www.town.sunapee.nh.us/>

From: Town Manager
Sent: Monday, September 27, 2021 10:03 AM
To: Van Webb <vanowebb@gmail.com>
Cc: Fleury, Tim <timothyfleury@gmail.com>; 'Terry Mattson' <terrymattson@me.com>; renmarhcp@comcast.net; finance@town.sunapee.nh.us
Subject: RE: 2022 budget

Got it Van. We have a consultant working in place of Lynne and Joanne is filling in some additional hours. I have cc'd Rita and she would be the one that did the report for Oct 6. You should email her with what that is that you need. I see the request for the 2 warrant articles and have added them to the budget for 2023 warrant article list. Those articles are drafted text after the budget work is done.... So stay tuned.

As you also should be aware I am retiring on November 6th so this email will also be in the new Sunapee Town Manager hands.... We will have one by then I am thinking....

Thanks
Donna

From: Van Webb <vanowebb@gmail.com>
Sent: Monday, September 27, 2021 7:44 AM
To: Town Manager <manager@town.sunapee.nh.us>
Cc: Fleury, Tim <timothyfleury@gmail.com>; 'Terry Mattson' <terrymattson@me.com>; renmarhcp@comcast.net
Subject: FW: 2022 budget

Donna-

I sent this a few weeks back and want to make sure you received it, could you please indicate if you have had a chance to read it? We want to make sure we are part of the budget process, at the time I was unaware that Lynne was no longer with the Town and we are wondering what process we should use to make our requests.

We are also wondering if our treasurer will be able to get a report for our meeting on Oct 6, any thoughts?



Van Webb

NH Licensed Forester #58

524 Stagecoach Road
Sunapee, NH 03782
O: 603.863.6493 | C: 603.543.7518

[website](#) | [facebook](#) | [instagram](#)

From: Van Webb <vanowebb@gmail.com>

Sent: Wednesday, September 15, 2021 8:46 AM

To: 'Town Manager' <manager@town.sunapee.nh.us>; 'Lynne Wiggins' <Lynne@town.sunapee.nh.us>

Cc: Fleury, Tim <timothyfleury@gmail.com>; renmarhcp@comcast.net; 'Terry Mattson' <terrymattson@me.com>; Cliff Field <clifffield@gmail.com>; construx629@yahoo.com

Subject: 2022 budget

Donna and Lynne-

I have attached a copy of the budget worksheet for your review and questions. To reflect the increased demands on our services we are seeking an increase in the 2022 budget to more accurately reflect the expenses we are incurring as we manage town properties. Please advise of next steps and get back to me with questions.

I would like to include two items for consideration on the town warrant, a request for our annual capital reserve fund and a request to expend funds from the Town Forest Fund, the discussion of these requests can be found and verified in last month's meeting minutes.

We would like to request that a warrant article be presented to voters for \$55,000.00 to add to our Conservation Commission Fund.

We would like to request that \$5,700.00 be withdrawn for the Town Forest Fund to expend on a trail network on the Ledge Pond Town Forest. As originally set up, any monies to be withdrawn from the Town Forest Fund need to be approved at Town meeting, can we please be sure that this article is drafted for this year's meeting.

As always I am prepared to discuss this with the Selectboard or the BAC in any sessions that you have planned at this point. Could you please get back to me with a tentative schedule and how you see the format developing as we move closer to the day.

Thank you for your time and consideration of our requests.

NOTICE OF PUBLIC HEARING

TOWN OF SUNAPEE

**Acceptance and Expenditure of
Unanticipated Revenue from Healthtrust**

Pursuant to RSA 31:95-b, the Selectmen of the Town of Sunapee will hold a Public Hearing on Monday, December 27, 2021, at 7 p.m. in the Town Office Meeting Room, 23 Edgemont Road, Sunapee NH to hear public comment on the acceptance and expenditure of unanticipated revenue in the amount of \$28,662.28 and \$60,392.15 from Healthtrust. Any persons wishing to be heard on this matter are invited to attend the hearing and make their opinions known.

PATHWAYS CONSULTING, LLC

Planning • Civil & Environmental Engineering • Surveying • Construction Assistance
240 Mechanic Street • Suite 100
Lebanon, New Hampshire 03766
(603) 448-2200 • Fax: (603) 448-1221

December 14, 2021

Charleen Osborne
Town of Sunapee, Recreation Department
23 Edgemont Road
Sunapee, New Hampshire 03782

RE: FEASIBILITY STUDY FOR PICKLEBALL, TENNIS, AND BASKETBALL
COURTS, VETERANS FIELD RECREATION AREA, ROUTE 11, SUNAPEE, NEW
HAMPSHIRE (P5095B)

Dear Charleen:

As a result of our meeting on October 14, 2021 with you, Scott Blewitt, and Scott Hazelton, we are pleased to assist you with a feasibility study for pickleball, tennis, and basketball courts at the Veterans Field Recreation Area. Our proposal is presented based on our understanding of the project and our experience with many similar projects in the State of New Hampshire.

Understanding of the Scope of Services

1. You have previously provided a copy of a plan prepared by Pennyroyal Hill Land Surveying & Forestry, LLC (Pennyroyal), entitled, "Preliminary Safety Services and Veterans Field Topographic Site Plan," dated January 11, 2015. We will use the topographic information on this plan for the feasibility study.
2. We will use the Town of Sunapee (Town) Tax Assessor information to approximate existing boundary lines, or we will assume that the previously referenced plan will be adequate to understand boundary information.
3. You provided a conceptual layout plan showing a modified skate park layout, concessions building, basketball/pickleball court, and tennis/pickleball court, and parking. Our role will be to assist you with completing a feasibility study of the proposed program and developing an Engineer's Opinion of Probable Cost (EOPC) for the project. You requested that we include:
 - A minimum of 10 parking spaces;
 - A 30' x 80' concrete skate park area;
 - A bituminous concrete basketball/pickleball (64' x 96') court and a tennis/pickleball (64' x 120') court;
 - An ADA accessible ramp between the courts;
 - A 20' x 30' concessions building with water and sewer services;
 - Site lighting;
 - Drainage system to connect to the Town's stormwater drainage system;
 - Electric/telephone service; and
 - Fencing.
4. Our understanding of local, State, and Federal regulations that are currently in effect are

the basis for our services.

5. The attached Terms and Conditions and Cost Matrix are incorporated as part of this proposal.

Scope of Services

1. **Feasibility Study:** We will superimpose the conceptual site layout (attached), provided by you, on to the existing topographic base plan. We will develop a conceptual grading plan and estimate the required cut and fill to fit the project on the site. We will conceptually layout the parking spaces, pedestrian access, ADA ramp, water, sewer, drainage, electrical/telephone, fencing, and site lighting. We will determine if a retaining wall is necessary and, if so, conceptually design the wall's length and height.
2. **EOPC:** We will develop a conceptual EOPC for the project based on our experience with many similar, local projects in a municipal bidding format. Our EOPC will include items, unit costs, and totals with contingencies.
3. **Project Summary:** We will use the results of the feasibility study to prepare a project summary with likely permits and potential next steps.
4. **Meetings and Coordination:** Although we cannot predict the amount of meetings and coordination time that may be necessary for this project, we propose to provide meeting and coordination time with you and/or other members of the Town staff up to the budget for this task.
5. **Expenses:** Expenses include out-of-pocket items such as postage, progress prints, copies, and other miscellaneous reimbursable items necessary for the project.

If you are in agreement with our proposal, please sign a copy and return it to us as your authorization to proceed. Please do not hesitate to contact us if you have any questions concerning this proposal.

Sincerely,

PATHWAYS CONSULTING, LLC



Rodrick J. Finley, P.E.
Vice President, Director of
Engineering Services

RJF:sef

Enclosures

cc: Shannon Martinez w/enclosures
Scott Hazelton w/enclosures

I accept this proposal and authorize Pathways Consulting, LLC to proceed.

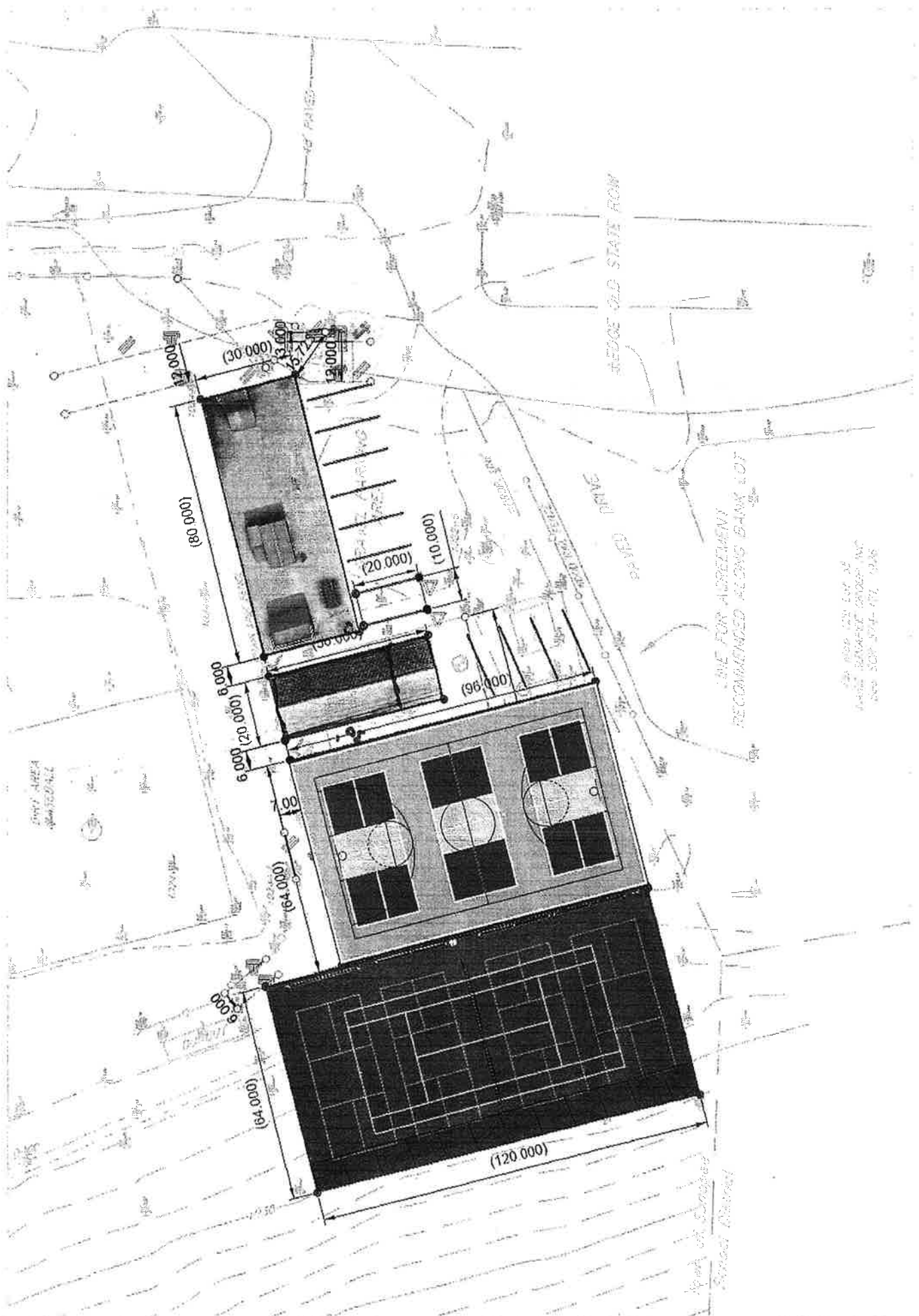
Signature: _____ Date: _____

Terms and Conditions

1. **Billings/Payments:** Invoices will be submitted monthly by PATHWAYS, in PATHWAYS' standard format, to the CLIENT for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the CLIENT and PATHWAYS, are due upon receipt. Hours worked in excess of 40/week/individual will be billed at 1.5 times the normal rate. The invoices shall be considered past due if not paid within 30 days after the invoice date and PATHWAYS may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In the event any portion of the account remains unpaid 60 days after billing, the CLIENT shall pay PATHWAYS' collection costs, including reasonable attorney's fees. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PATHWAYS may suspend performance of services upon five (5) calendar days' notice to the CLIENT. PATHWAYS shall have no liability whatsoever to the CLIENT caused by any breach of this Agreement by the CLIENT. If the CLIENT fails to make payment to PATHWAYS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by PATHWAYS. Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of the Agreement by either party.
2. **Access to Site:** Unless otherwise stated, PATHWAYS will have access to the Site for activities necessary for the performance of the services. PATHWAYS will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for site access shall be made by the CLIENT unless otherwise stated. The CLIENT shall provide for PATHWAYS' right to enter the property owned by the CLIENT and/or others in order for PATHWAYS to fulfill the scope of services included hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.
3. **Buried Utilities:** PATHWAYS and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by PATHWAYS or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which PATHWAYS relies may contain errors or may not be complete. The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against PATHWAYS and anyone for whom PATHWAYS may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by PATHWAYS.
4. **Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If PATHWAYS has reason to believe that such a condition may exist, PATHWAYS shall notify the CLIENT who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) PATHWAYS has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and PATHWAYS shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, PATHWAYS shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.
5. **Permits and Approvals:** PATHWAYS shall assist the CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PATHWAYS' services are being engaged. It is the CLIENT's responsibility to obtain any and all permits. PATHWAYS shall not be held responsible for the approval or denial of the aforementioned permits or approvals. The CLIENT also agrees not to make resolution of any dispute with PATHWAYS or payment of any amount due to PATHWAYS contingent upon the approval or denial of permits or approvals.
6. **Indemnifications:** The CLIENT shall indemnify and hold harmless PATHWAYS, all of its personnel, and its subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except PATHWAYS), or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PATHWAYS and PATHWAYS' subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to PATHWAYS.
7. **Risk Allocation:** To the maximum extent permitted by law, PATHWAYS' total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed \$10,000 or the total amount of PATHWAYS' fee, whichever is greater. Such causes include PATHWAYS' negligence, errors, omissions, strict liability, or breach of contract.
8. **Termination:** This Agreement may be terminated upon 10 calendar days written notice by either party. In the event of termination, the CLIENT shall pay PATHWAYS for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
9. **Ownership of Documents:** All documents produced by PATHWAYS under this Agreement shall remain the property of PATHWAYS and will not be used by the CLIENT for any other endeavor without the written consent of PATHWAYS. PATHWAYS also reserves all copyrights to all documents, services and works of authorship that are created or prepared by PATHWAYS.

10. **Information Provided by Others:** The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless PATHWAYS, all of its personnel, and its subconsultants from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from PATHWAYS' use of all information, requirements, reports, data, surveys, and instructions provided by others, which will be relied upon by PATHWAYS for the services PATHWAYS provides for the CLIENT.
11. **Dispute Resolution:** Any claim or dispute between the CLIENT and PATHWAYS shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).
12. **Governing Law:** The CLIENT and PATHWAYS agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of New Hampshire.
13. **Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
14. **Extent of Agreement:** This Agreement comprises the final and complete agreement between the CLIENT and PATHWAYS. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and PATHWAYS.
15. **Additional Services:** Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the CLIENT's prior authorization to proceed.
16. **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or PATHWAYS, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
17. **Delays:** PATHWAYS is not responsible for delays caused by factors beyond PATHWAYS' reasonable control. When such delays beyond PATHWAYS' reasonable control occur, the CLIENT agrees PATHWAYS is not responsible for damages, nor shall PATHWAYS be deemed to be in default of this Agreement.
18. **Jobsite Safety:** Neither the professional activities of PATHWAYS, nor the presence of PATHWAYS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PATHWAYS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PATHWAYS, and PATHWAYS' consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.
19. **Subconsultants:** PATHWAYS may use the services of subconsultants when, in PATHWAYS' sole opinion, it is appropriate and customary to do so.
20. **Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
21. **Timeliness:** PATHWAYS will perform its services with due and reasonable diligence consistent with sound professional practices.
22. **Unauthorized Changes:** In the event that the CLIENT consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by PATHWAYS, the CLIENT recognizes that such changes and results thereof are not the responsibility of PATHWAYS. Therefore, the CLIENT agrees to release PATHWAYS from any liability arising from the construction, use, or result of such changes.
23. **Titles:** The titles used in this Agreement are for general reference only and are not part of the Agreement.
24. **Photographs:** PATHWAYS has the CLIENT's permission to use any photographs taken for advertising purposes, including on its World Wide Web site or in any other printed publication. No confidential information will be used. PATHWAYS has the right to crop or treat the photograph(s) at its discretion. PATHWAYS agrees to indemnify and hold the CLIENT harmless and free of any liability or claims arising out of the use of any photograph described herein.

<p align="center">COST PROPOSAL FOR THE FEASIBILITY STUDY FOR PICKLEBALL, TENNIS, AND BASKETBALL COURTS VETERANS FIELD RECREATION AREA, ROUTE 11, SUNAPEE, NEW HAMPSHIRE PREPARED BY PATHWAYS CONSULTING, LLC (P5095B) DECEMBER 14, 2021</p>								
SCOPE OF SERVICES		Project Manager	Landscape Architect	Project Engineer	CAD Operator	Administrative Staff	Estimated Number of Labor Hours	Estimated Cost per Task
HOURLY RATE PER LABOR CLASSIFICATION		\$110	\$110	\$85	\$55	\$45		
1.	Feasibility Study	4	8	8	4	1	25	\$2,265.00
2.	EOPC	2		8		1	11	\$945.00
3.	Project Summary	2	4	2		2	10	\$920.00
4.	Meetings and Coordination	5				2	7	\$640.00
5.	Expenses							\$150.00
TOTAL ESTIMATED PROJECT COST								\$4,920.00



SEE MAP FOR LOT 12
1-1/2 ACRES (66,000 SQ. FT.)
SEE MAP 574-471, 12/15



TOWN OF SUNAPEE
TOWN CLERK & TAX COLLECTOR

November 30, 2021

To: Town Manager

From: Betty H. Ramspott, Town Clerk/Tax Collector


Subject Encumbered Funds

Please encumber \$10,000 that represents the line item for records restoration for the 2021 budget. Attached you will find an invoice for \$10,000 for books that have been sent out and due back in the first quarter of 2022.

If you have any questions just let me know.

SCAN	YES	RES.	PDF	GS TIFF	BI TIFF	NO
	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	
MICROFILM		<input checked="" type="checkbox"/>	16mm	35mm		NO
DUPS	YES	# POS	# NEG	<input checked="" type="checkbox"/>		NO
Special Targeting			YES	<input checked="" type="checkbox"/>		NO

☐ See below for additional instructions

 KOFI LE TECHNOLOGIES Document Preservation Specialists™	
SOLD TO:	Town of Swampscott
CUSTOMER:	Betty H. Ramsdell, Town Clerk
SHIPPING ADDRESS:	23 Edgewood Road
	P.O. Box 303
	Swampscott, NH 03782-0303
DATE:	11.1.2021
	PHONE: 603 763 2449
	FAX: 4608
Email Address:	Betty@Town.Swampscott.NH.US

[illegible]

		SUBTOTAL	9940
		SHIPPING & HANDLING:	60
		TOTAL:	10,000

Special Instructions:	Return Cases & 1 Bears

1558 Forrest Way Carson City, NV 89706 Toll Free (855) 767-8697 (775) 885-7373 Fax	One Allen Martin Drive Essex, VT 05451 (800) 639-3027 (802) 878-0932 Fax	6300 Cedar Springs Road Dallas, TX 75235 (214) 351-4800 (214) 442-6669 Fax	Dedication Plate Information: SHR	Authorized by:	Rep: <i>WES</i> Other:
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Barbara Vaughn

From: Town Manager
Sent: Wednesday, December 1, 2021 5:25 PM
To: Barbara Vaughn
Subject: Fwd: Another Encumbrance for the Purchase of a Used Street Sweeper

Would you please print this and include with Betty's encumbrance?

Thank you!

Begin forwarded message:

From: Scott Hazelton <Scotth@town.sunapee.nh.us>
Date: December 1, 2021 at 5:21:32 PM EST
To: Account Clerk <accountclerk@town.sunapee.nh.us>, Finance <finance@town.sunapee.nh.us>
Cc: Town Manager <manager@town.sunapee.nh.us>
Subject: Another Encumbrance for the Purchase of a Used Street Sweeper

Rita & Joanne:

I just remembered that I forgot to include an encumbrance in my prior email. The Board approved the purchase of a used street sweeper for \$20,000 out of the "Used Equipment Capital Reserve Fund" earlier this summer, but it is to be finalized/purchased in 2022 when the Town (Colchester VT) we are purchasing it from receives their new sweeper from Viking Cives (our plow & dump body vendor).

I will get you the details of the approval and a copy of the contract that was signed (a copy of which should have been in the Finance office) when I am back in the office tomorrow morning.

Thanks,

Scott A. Hazelton, CPESC
Highway Director

Barbara Vaughn

From: Town Manager
Sent: Wednesday, December 1, 2021 5:36 PM
To: Barbara Vaughn
Subject: Fwd: Encumbrances

Can you please include these with the encumbrances?

And, can you please create a spreadsheet with all encumbrances?

Thanks
Shannon

Begin forwarded message:

From: Scott Hazelton <Scotth@town.sunapee.nh.us>
Date: December 1, 2021 at 3:19:21 PM EST
To: Account Clerk <accountclerk@town.sunapee.nh.us>, Finance <finance@town.sunapee.nh.us>
Cc: Town Manager <manager@town.sunapee.nh.us>, Michael Martell <MichaelM@town.sunapee.nh.us>
Subject: Encumbrances

Rita & Joanne:

I would like to encumber the following:

1. \$50,000 that was approved from Warrant Article 18 in March of 2020. K.A. Stevens is under contract to complete the project for the estimated price of \$49,620.50
2. I would like to encumber \$7,500 from my Bridges & Guardrails line to put towards the repairs on the Harbor bridge that we weren't able to complete.

Thanks,

Scott A. Hazelton, CPESC
Highway Director
Town of Sunapee
Highway Department
621 Route 11
Sunapee, New Hampshire 03782
Telephone (603)763-5060 Ext. 11
Fax (603) 763-4337
E-mail: scotth@town.sunapee.nh.us



Municipal Energy Users: Partner with Local Renewable Energy Generators and Earn Revenue

- Available Exclusively to New Hampshire Cities, Towns & School Districts
- Sign Up and Earn \$0.005/kwh enrolled
- No Behavioral Change Necessary - Sign Up and Earn Revenue
- No Impact to Competitive Supply Agreement
- Participation Directly Supports Local Renewable Energy Generators
- Five Year Commitment with Flexible Customer Terms
- Average Earnings of \$25,000 Over 5 Years¹

General Overview:

Through HB315, a recently enacted legislative bill aimed at increasing renewable energy generation in New Hampshire, cities, towns, and schools can take advantage of the output of local renewable energy generators.

Freedom Energy has partnered with local hydroelectric facilities who need group members capable of offsetting their electricity production. Participating municipalities are not buying the power directly from the generator but are simply acting as a proxy off-taker for the utility to match production with usage. Signing up requires no change in behavior, simply continue to use electricity as you already do and receive a check each quarter.

Municipal participation allows these generators to receive the standard offer payment for their production, creating a significant revenue boost. Given these increased revenues and the need for offtake participation, generators offer a guaranteed payment to your city, town, or school of \$0.005/kwh for every kilowatt hour submitted into the program.

As group administrator, Freedom Energy maintains all necessary compliance and payment issuing. Please reach out to Jack Martell, jack.martell@felpower.com, to learn more about the enrollment process.



¹ Average earnings based on 1,000,000kwh annual participant usage.



Freedom Logistics, LLC

Group Member Agreement

This agreement is between Freedom Logistics, LLC, the Group Net Metering Administrator ("Admin"), and _____ ("Group Member"), for the purposes of establishing and maintaining Group Net Metering between Host(s), Group Member(s) and Admin under NH RSA 362-A:1-a, II-c and Public Utility Commission Rule PUC 909. Host shall be defined as an eligible renewable generator under NH RSA 362-A:1-a, II-c. The effective date of this Agreement shall be 1/1/22.¹

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Admin and Group Member (together referred to as the "Parties") hereby agree as follows:

I. Contract Volume

Group Member uses approximately XXXXXX kwh per year among the LDC account number(s) listed in Schedule A and represents that 100% of its usage is available for Group Net Metering.

II. Term of the Agreement

This Agreement will be for a period of five (5) years. During this period Group Member shall not attempt to Group Net Meter with any other Group, Admin or Host for the LDC account numbers listed in Schedule A and shall make all of their associated usage available to the Group. Group Member acknowledges that rebates are not guaranteed and depend on availability of production, applicable rate class default service offer (as set by the NH PUC) and payment by Host to Admin for disbursement. In the event that Host does not make payment to Admin, Admin is not liable to Group Member for Group Member's share. Unless otherwise agreed, in writing and signed by both parties, Admin may terminate this Agreement for any reason on thirty (30) days' notice. Any amounts owed to Group Member from any period prior to termination shall be paid, provided payment has been received by Admin from Host(s).²

III. Reporting Requirements and Registration

The Admin will act for the Host and the Group Members and will be responsible for all registration and ongoing reporting requirements necessary to initiate and maintain a Group Net Metering arrangement pursuant to Part PUC 909.

Group Member shall provide Admin with monthly LDC invoices associated with the account

¹ Admin has been appointed Agent by Host for purposes of satisfying PUC 909 rules with regard to agreements between Hosts and Members.

² Members added after the Group is already approved and active shall be effective on the member's first meter read date immediately following the new member's addition, according to the effective date of the Agreement referenced above.

#'s listed in Schedule A for the purposes of reporting requirements and verifying and remitting rebate amounts.

IV. Payment to Group Member by Admin

Group Member is entitled to a rebate amount of \$.005 per kwh, multiplied by the amount of Group Member usage utilized by the Group Net Metering Host(s). Admin shall pay Group Member within forty five (45) days of receipt of payment from Host(s). Hosts typically, but not always, issue rebate payments to the Admin quarterly. Admin shall only pay Group Member their rebate amount of .005 per kwh for their share of usage used by Host(s).³

V. Movement Between Groups

Due to the uncertainty surrounding production provided by Group Net Metering Hosts as a result of weather, maintenance, change of law, litigation, regulatory burdens, etc... Group Member authorizes Admin to move their account in between Group Net Metering groups at Admin's discretion.

VI. No Guarantee

Group Member acknowledges and understands that neither Admin or associated Hosts guarantee Host production/generation or the availability of rebates. Numerous factors beyond the control of the Admin may disrupt, terminate or suspend the availability of this program or the consideration contemplated.

VII. Termination

Any Group Member wishing to terminate this Agreement, shall provide notice of termination at least sixty (60) days prior to the natural expiration of this Agreement. In the event, that Group Member terminates this Agreement prior to its natural expiration, Group Member shall be responsible for an early termination fee calculated by multiplying \$.005 by Group Member's annual usage. Group Member shall not be responsible for an early termination fee if their termination is the result of bankruptcy, ceasing of operations or moving their operations outside of the utility territory in which the Group Net Metering Agreement operates.

The Departure of a Group Member shall be effective on the Group Member's last meter read date immediately preceding the Group Member's date of departure. Departing Members shall receive their allocated share of any payments due from Host or Group Administrator (provided Host has already remitted to Admin), through the effective date of their departure, unless the early termination provision applies.

VIII. Disputes and Governing Law

The Parties shall attempt in good faith to resolve all disputes arising under this agreement. In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the

³ Death of a Host or Member: In event of Host or Member's death the meters associated with that deceased Host or Member shall continue to be a part of the Group until removed according to the terms of this or separate agreement, or by order of court with appropriate jurisdiction. The legal representatives of deceased shall remain bound by the term of the agreement, unless this or other agreement provides otherwise.



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parties.

(a) This Agreement and the rights and duties of Parties hereunder shall be governed by and construed, enforced and performed in accordance with the law of the state of New Hampshire.

(b) if the dispute has not been resolved through mediation within thirty (30) days after written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.

(c) in the event of litigation arising under this agreement, the prevailing party shall be entitled to collect all reasonable costs and fees associated with the litigation, including attorney's fees.

IX. Assignment

Neither party may assign this Agreement or its rights hereunder without the approval of the other Party, such approval shall not be unreasonably withheld. Freedom Logistics, LLC may assign this Agreement without Group Member's approval in connection with any financing arrangements or sale.

X. Accurate Information

Admin, acting as Agent for Host, and Member(s) attest that all information they have provided in this Group Net Metering Agreement is true to the best of their knowledge and belief.

XI. Notices

Notices shall be provided to Admin at the following address

Freedom Logistics, LLC

Attn: Group Net Metering Division

5 Dartmouth Dr

Suite 301

Auburn, NH 03032

Group Member Address for Notification



SIGNATURES

Freedom Logistics, LLC (Admin)

Signed: _____

By: _____

Date: _____

_____ (Group Member)

Signed: _____

By: _____

Date: _____



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SCHEDULE A

1	Account #	
	Meter #	
	Service Address	
2	Account #	
	Meter #	
	Service Address	
3	Account #	
	Meter #	
	Service Address	
4	Account #	
	Meter #	
	Service Address	
5	Account #	
	Meter #	
	Service Address	
6	Account #	
	Meter #	
	Service Address	
7	Account #	
	Meter #	
	Service Address	
8	Account #	
	Meter #	
	Service Address	
9	Account #	
	Meter #	
	Service Address	
10	Account #	
	Meter #	
	Service Address	

Expected TOTAL Annual Use: _____

Freedom Logistics, LLC
5 Dartmouth Dr. Suite 301
Auburn, NH 03032
www.FELPOWER.com

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects

Division of Dam Safety and Inspections – New York Regional Office

19 West 34th Street, Suite 400

New York, NY 10001

Telephone No. (212) 273-5900

Fax No. (212) 631-8124

In reply refer to:

P-5985-NH, Sunapee

NATDAM ID No.: NH01016

December 13, 2021

Ms. Donna Nashawaty
Town Manager
City of Sunapee
23 Edgemont Road
Sunapee, NH 03782
manager@town.sunapee.nh.us

RE: 2020 Dam Safety Call Follow-up – Outstanding Items

Dear Ms. Nashawaty:

By our second reminder letter dated May 24, 2021, we requested that you provide a plan and schedule to address several outstanding items for the referenced project by June 24, 2021. Per your email dated July 26, 2021, you assured us that an Emergency Action Plan (EAP) would be submitted shortly after Labor Day. However, to date, we have not received an EAP or a plan and schedule to address the outstanding items.

Please provide a plan and schedule to address our comments within 30 days from the date of this letter; any delays in response to this letter will result in a referral to the Division of Hydropower Administration and Compliance for enforcement and penalty provisions of Section 31 of the Federal Power Act (FPA). If you have questions regarding this letter, please contact the undersigned at (212) 273-5954 or at John.Spain@ferc.gov.

File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and New York Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

Sincerely,

A handwritten signature in cursive script that reads "John Spain".

John Spain, P.E.
Regional Engineer

cc: Mr. Robert A. Collins, Operations Manager, Town of Sunapee, New Hampshire
racoons8894@gmail.com

Enclosure 1: Outstanding Items from the 2020 Dam Safety Call Follow-up letter dated 03/23/21.

Enclosure 2: Hazard Classification Change and Penstock Inspection Follow-up letter dated 09/30/2020.

Follow-up Items

1. The project's Public Safety Plan (PSP) is dated March 1, 1994. During 2014 and 2017 annual FERC inspections, you were asked to submit a revised PSP. Your attention is required to this overdue work item.
2. You are required to develop a Dam Safety Surveillance and Monitoring Plan (DSSMP) and provide us a Dam Safety Surveillance and Monitoring Report (DSSMR) annually by 31st March. FERC guidelines on developing project DSSMP and DSSMR can be found at the following link below.
<https://www.ferc.gov/sites/default/files/2020-04/appendices-j-k.pdf>
3. Please provide a response to the Hazard Classification Change and Penstock Inspection follow-up letter dated September 30, 2020 (see Enclosure 2)

P-05985-NH Sunapee
2020 Dam Safety Call Follow-up
Outstanding Items

Enclosure 2

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects
Division of Dam Safety and Inspections – New York Regional Office
19 West 34th Street, Suite 400
New York, NY 10001

Telephone No. (212) 273-5900

Fax No. (212) 631-8124

In reply refer to:

P-5985-NH, Sunapee
NATDAM ID No.: NH01016

September 30, 2020

Ms. Donna Nashawaty
Town Manager
City of Sunapee
23 Edgemont Road
Sunapee, NH 03782
donna@town.sunapee.nh.us

RE: Hazard Classification Change and Penstock Inspection Follow-up

Dear Ms. Nashawaty:

This letter is a follow-up to our discussion on August 31, 2020, regarding the FERC letter dated June 18, 2020, about hazard classification change, required penstock inspection, and the Emergency Action Plan (EAP).

The project was reclassified as having significant hazard potential by the FERC letter dated November 14, 2017. The reclassification was based on our evaluation that a potential failure of the underground penstocks at the junction of River Road and High Street could pose a risk to people using these roads. The FERC position on reclassifying low hazard projects with underground penstocks to significant hazard category is based on numerous incidents that impacted the critical infrastructure of the locality where the underground penstocks failed.

During a telephone call on September 1, 2020, Mr. Robert Collins, Plant Operator, stated that he performed an internal inspection of the penstocks (date unknown) using a remotely operated vehicle (ROV) and the associated media files are available for evaluation. In our opinion, a Professional Engineer having at least ten years of experience inspecting similar structures should examine the available information on the penstock inspection and submit a report with recommendations to FERC for a review.

Per your request, a list of consultants that can perform penstock inspection is provided below. Please note that the list is provided for your convenience, and it is not an

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endorsement for these consultants.

- 1) DuBois and King Inc. (<https://www.dubois-king.com/>)
- 2) The H.L. Turner Group Inc. (<https://www.hltturner.com/>)
- 3) Gomez and Sullivan Engineers (<http://www.gomezandsullivan.com/>)
- 4) Kleinschmidt Group (<https://www.kleinschmidtgroup.com/>)
- 5) Milone and MacBroom (<https://www.miloneandmacbroom.com/>)

Additionally, you are required to develop and maintain an EAP. The document should be prepared in accordance with Chapter 6 of the Commission's Engineering Guidelines (<https://www.ferc.gov/sites/default/files/2020-04/chap6.pdf>). However, since the impacts are limited to immediately downstream of the project, it is not necessary to include inundation maps in the EAP.

If you require further clarification on the hazard classification change, please schedule a conference call with our office within 30 days from the date of this letter. If you have any questions regarding this letter, please contact Mr. Nirav Patel at (212) 273-5945 or by email at nirav.patel@ferc.gov.

Sincerely,



John Spain, P.E.
Regional Engineer