

SUNAPEE BOARD OF SELECTMEN  
MEETING AGENDA  
6:30PM Town Office Meeting Room  
Monday, February 21, 2022

Join Zoom Meeting <https://us06web.zoom.us/j/83386192215>

Meeting ID: 833 8619 2215

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

2. APPOINTMENTS

7:00PM-Chief Cahill-Dock Approval for Police Boat

7:15PM-Scott Hazelton-Spring Road Posting

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Fly a Donate Life Flag in April

- Use of Facilities:

- 05/21-Lake Sunapee Cruising Fleet, Safety Services Building

- 07/16-Martell/Maheu Wedding, Gazebo

- Authorization to Close Old Abbott Library Capital Reserve Fund

- Authorize Chairman to sign Exercise of Reserved Right to Subdivide

- Sign Selectmen's Agent Appointment Letter for Roger Landry

5. CHAIRMAN'S REPORT

6. TOWN MANAGER REPORTS

- Standard Power

- March 7<sup>th</sup> BOS Meeting

- Treasurer Position

- Recreation Positions

7. UPCOMING MEETINGS:

- 02/21-6:30PM-Board of Selectmen, Town Meeting Room

- 02/23-5:00PM-Energy Committee, Town Meeting Room

- 02/24-5:30PM-Water & Sewer Commission, Town Meeting Room

- 03/02-7:00PM-Conservation Commission, Town Meeting Room

- 03/03-6:00PM-Zoning Board, Town Meeting Room

- 03/07-6:30PM-Board of Selectmen, Town Meeting Room

- 03/08-TOWN VOTING DAY, Sherburne GYM

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

**TOWN OF SUNAPEE  
PUBLIC NOTICE**

**On or about March 7 through May 9, 2022**

All Class V Roads will be restricted to a maximum of 6 tons total weight of vehicle and load, and all Class VI Roads will be closed to wheeled vehicles. Written exemptions may be obtained from the Highway Garage Personnel.

**Per Order of the Sunapee Board of Selectmen  
Pursuant to RSA 41:11 & 47:17.**

## APPLICATION FOR USE OF TOWN OF SUNAPEE FACILITIES

Area (Circle One): BenMere/Bandstand – Coffin Park – Dewey Beach – Georges Mills Harbor –  
Safety Services Building – Sunapee Harbor – Tilton Park

Name of Organization:

LAKE SUNAPEE CRUISING FLEET

This Organization is: Non-Profit – Political – Private (N/A for profit companies)

GEORGE MORIN - SECRETARY LSCF

Name of Duly Authorized:

Mailing Address:

222 County Rd  
Bedford, NH 03110

Daytime Phone:

603 422-2030

Evening Phone:

603 422-2030

CELL - 603-714-5157

I/We hereby apply for permission to use the above circled Town facility on:

Event Date:

05/21/22

Time: From:

0800

To:

1230

Please describe the complete details of the event: (If advertising please include ad or flyer)

\*include a list of outside vendors that will be part of your event.

ANNUAL MEETING of LSCF membership.  
Membership consists of mostly local sailors  
many are Sunapee residents with an interest  
in sailboat racing on Lake Sunapee.

I/We acknowledge understanding the following restrictions:

- (1) If this event will likely bring more than 50 people or 20 cars to the area, the applicant must first submit this application to the Chief of Police. The Chief of Police may require the applicant to hire police officer(s) for crowd or traffic control.
- (2) I/We agree to abide by the Town of Sunapee's Recreation Area Ordinance, which controls conduct and uses of this area.
- (3) The applicant shall indemnify and hold the Town of Sunapee, its employees, agents, and representatives harmless from any and all suits, actions, claims, in equity or at law, for damages asserted by any attendees at such function, or other third parties, resulting from the use of the premises, or from

the food and beverages served at the above-described function. In addition, in the event that the town is required to respond to any claims of any nature arising in connection with the function or the applicant's use of the premises, the applicant agrees to pay to the Town all costs, fees, charges and attorney's fees which may be incurred by the Town concerning such claims.

I/We plan on 20 # of people and 11 # of vehicles attending our event.

Signature of Responsible Individual

Date

2/04/22

Approved by Chief of Police

Date

         # of Officer(s) will be assigned to event at applicant's expense.

Approved by Recreation Director (if applicable)

Date

Approved by Fire Chief (if applicable)

Date

Approved by Highway Director (if applicable)

Date

Signature of Approving/Denying Authority (Chairman of the Board of Selectmen)

Date

**Insurance:** At least ten (10) days prior to such scheduled function, the applicant shall furnish to the Office of the Sunapee Board of Selectmen written confirmation that the applicant has secured adequate liability insurance covering the event in an amount not less than \$300,000.

**\*Suggested \$50 contribution for non-residents**

**NO ALCOHOL ALLOWED ON TOWN PROPERTIES WITHOUT A  
ALCOHOLIC CONSUMPTION ON TOWN PROPERTY PERMIT**

## APPLICATION FOR USE OF TOWN OF SUNAPEE FACILITIES

Area (Circle One): Ben More/Bandstand Coffin Park - Dewey Beach - Georges Mills Harbor -  
Safety Services Building - Sunapee Harbor - Milton Park

Name of Organization: \_\_\_\_\_

This Organization is: Non-Profit – Political –Private (N/A for profit companies)

Private

Name of Duly Authorized: \_\_\_\_\_

Keri Martell & Richard Maheu Jr

Mailing Address: PO Box 1023

Enfield NH 03748

Daytime Phone: 603-892-3916 Evening Phone: 603-892-3916

I/We hereby apply for permission to use the above circled Town facility on:

Event Date: 7-16-2022 Time: From: 2pm To: 2:30pm

Please describe the complete details of the event: (If advertising please include ad or flyer)

\*include a list of outside vendors that will be part of your event.

Wedding ceremony with out 45 people

I/We acknowledge understanding the following restrictions:

(1) If this event will likely bring more than 50 people or 20 cars to the area, the applicant must first submit this application to the Chief of Police. The Chief of Police may require the applicant to hire police officer(s) for crowd or traffic control.

(2) I/We agree to abide by the Town of Sunapee's Recreation Area Ordinance, which controls conduct and uses of this area.

(3) The applicant shall indemnify and hold the Town of Sunapee, its employees, agents, and representatives harmless from any and all suits, actions, claims, in equity or at law, for damages asserted by any attendees at such function, or other third parties, resulting from the use of the premises, or from

I/We plan on 45 # of people and 10-12 # of vehicles attending our event.

Date \_\_\_\_\_

1-4-2022

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**\*Suggested \$50 contribution for non-residents**

Page 2 of 2

2019

**Article 25:** Are you in favor of the Town raising and appropriating the sum of \$10,000 to be placed in the Computer System Upgrade Capital Reserve Fund for the purpose of purchasing software, technology upgrades to include computer items, telecommunication items and similar products and to authorize the transfer of said sum from the December 31, 2017, Unexpended Fund balance? *Recommended by the Board Selectmen*

**Article 27:** Shall the Town vote to establish an Old Abbott Library Capital Reserve Fund to purchase the Library Trustee's equity in this building, and to raise and appropriate the sum of \$50,000 to be placed in this fund, and to authorize the Selectmen of the Town of Sunapee to be the Agents to expend? *Recommended by the Board of Selectmen*

**Article 29:** Are you in favor of the Town raising and appropriating the sum of \$55,000 to be placed in the Conservation Commission Fund, to be used for conservation purposes accordance with RSA 36-A? *Recommended by the Board Selectmen*

**Article 31:** Are you in favor of the Town raising and appropriating the sum of \$1,600 to be added to the Cemetery Expendable Trust Fund for the general maintenance and care of burial lots of the Cemeteries, and to authorize the transfer of said sum from the December 31, 2017, Unexpended Fund balance? *Recommended by the Board Selectmen*

**Article 32:** To see if the Town will vote pursuant to RSA 154:1 to change the organization of the Sunapee Fire Department so that there is a board of three (3) Firewards (formerly known as Fire Engineers) which is responsible for the policies and oversight of the Fire Department. The Firewards shall be appointed by the Board of Selectmen. The Firewards shall appoint the Fire Chief, who is responsible for the organizational and administrative operations of the Department, to include appointment of Fire Fighters and other Fire Department employees. The change would commence on March 13, 2019. For the first term only, one member shall be appointed for and shall have a term of one (1) year; one member shall be appointed for and shall have a term of

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Shane Hastings

**Account Clerk**

*Liab = Due from other spec Revenue*

**From:** Donna Nashawaty  
**Sent:** Tuesday, January 8, 2019 3:35 PM  
**To:** Lynne Wiggins  
**Cc:** Account Clerk  
**Subject:** FW: Tone of Sunapee/ Historical Society closing

*Abbott*

So for the meeting of 2/14 I need a check made out to the Library Trustees for \$240,120. I think it is the best avenue.

Donna

-----Original Message-----

**From:** Steven Whitley <steven@mitchellmunigroup.com>  
**Sent:** Tuesday, January 8, 2019 2:53 PM  
**To:** Donna Nashawaty <Donna@town.sunapee.nh.us>  
**Subject:** RE: Tone of Sunapee/ Historical Society closing

The town could get a copy of the check at the closing before it is given to the Trustees as proof, in addition to the closing statement, that this expenditure actually occurred.

Steven Whitley, Esq.  
Mitchell Municipal Group, P.A.  
25 Beacon Street East  
Laconia, NH 03246  
Ph.: 603-524-3885  
steven@mitchellmunigroup.com  
www.mitchellmunicipalgroup.com

-----Original Message-----

**From:** Donna Nashawaty <Donna@town.sunapee.nh.us>  
**Sent:** Tuesday, January 08, 2019 2:44 PM  
**To:** Steven Whitley <steven@mitchellmunigroup.com>  
**Subject:** RE: Tone of Sunapee/ Historical Society closing

I more mean years down the road if the town books don't show an expenditure of \$240,120. The audit won't show it as an expenditure either.

Donna

-----Original Message-----

**From:** Steven Whitley <steven@mitchellmunigroup.com>  
**Sent:** Tuesday, January 8, 2019 2:41 PM  
**To:** Donna Nashawaty <Donna@town.sunapee.nh.us>  
**Subject:** RE: Tone of Sunapee/ Historical Society closing

I don't foresee that being an issue for them, particularly where it is coming from the purchase proceeds but is being tendered by the closing agent as opposed to the town.



Steven Whitley, Esq.  
Mitchell Municipal Group, P.A.  
25 Beacon Street East  
Laconia, NH 03246  
Ph.: 603-524-3885  
steven@mitchellmunigroup.com  
www.mitchellmunicipalgroup.com

-----Original Message-----

From: Donna Nashawaty <Donna@town.sunapee.nh.us>  
Sent: Tuesday, January 08, 2019 2:40 PM  
To: Steven Whitley <steven@mitchellmunigroup.com>  
Subject: RE: Tone of Sunapee/ Historical Society closing

Steven, do you see a problem with proof that the town has satisfied the trustee equity if the check comes from the historical society and not thru the books of the town.

Donna

-----Original Message-----

From: Steven Whitley <steven@mitchellmunigroup.com>  
Sent: Tuesday, January 8, 2019 2:35 PM  
To: Donna Nashawaty <Donna@town.sunapee.nh.us>  
Subject: FW: Tone of Sunapee/ Historical Society closing

Donna,

See attached the draft closing statement. This appears correct to me, but please review as well. As set up, Attny Fuerst as the closing agent will cut a check out of the purchase proceeds directly to the Library Trustees, and then give the town the net remaining.

If you have questions or concerns let me know. Thanks, Steven

Steven Whitley, Esq.  
Mitchell Municipal Group, P.A.  
25 Beacon Street East  
Laconia, NH 03246  
Ph.: 603-524-3885  
steven@mitchellmunigroup.com  
www.mitchellmunicipalgroup.com

-----Original Message-----

From: Michael Fuerst <MFuerst@BuckleyZopf.com>  
Sent: Tuesday, January 08, 2019 2:01 PM  
To: Steven Whitley <steven@mitchellmunigroup.com>; Becky Rylander <brylander@gmail.com>; htenney@buckleyzopf.com  
Subject: Tone of Sunapee/ Historical Society closing

see the attached closing statement for your review. let me know if any changes are required.

Becky,

Do you want to wire the funds to me or do you want to drop off a bank check made payable to the "Buckley and Zopf real estate Trust account?"

I can get you the wire instructions if needed.

Mike

--  
Michael A. Fuerst  
Buckley & Zopf  
P.O. Box 1485  
233 Broad Street  
Claremont, New Hampshire 03743  
603-542-5114  
603-543-1570 fax

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**FRAUD ALERT: DO NOT WIRE FUNDS** unless you have called our firm to verify wire instructions. Even if an email appears as if it was generated by this firm or a party to your transaction, CALL US at 603-542-5114 to verify the information before transmitting your funds.

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## **Account Clerk**

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**From:** Lynne Wiggins  
**Sent:** Tuesday, December 18, 2018 10:30 AM  
**To:** Account Clerk  
**Subject:** Re Closing on Old Abbott Library

Donna told me that the closing on the sale of the Old Abbott Library is set for January 14<sup>th</sup>. She is supposed to get us the information for what checks we need to cut to have ready for that date. I'm telling you in case I forget to chase her. She doesn't have the info yet hopefully it will come soon. Thanks

Lynne M. Wiggins  
Finance Director  
Town of Sunapee  
(603)763-2212 Phone  
(603)763-4925 Fax

**Notice of the Exercise of Reserved Right  
To Subdivide**

**THIS NOTICE is made by KENNETH NUTTING**, of Sunapee, New Hampshire, **R.H. WEBB FOREST PRESERVE, LLC**, of Sunapee, New Hampshire, the **AUSBON SARGENT LAND PRESERVATION TRUST** of New London, New Hampshire, and the **TOWN OF SUNAPEE**, New Hampshire, relating to certain real estate located on Stagecoach Road, Sunapee, Sullivan County, New Hampshire, as further described below:

**WHEREAS, JOANNE NUTTING MENARD, THE SOLE TRUSTEE OF THE NUTTING FAMILY TRUST** dated September 27, 1995 and as amended July 31, 2009, (hereinafter “Grantor”) conveyed a conservation easement (hereinafter “Easement”) on land owned by the trust on the north side of Stagecoach Road in the Town of Sunapee, Sullivan County, New Hampshire (hereinafter “Property”), to the **AUSBON SARGENT LAND PRESERVATION TRUST** of New London, New Hampshire (hereinafter “Ausbon Sargent” or the “Grantee” as the context may require) by deed recorded at the Sullivan County Registry of Deeds at Book 2125, Page 64 on October 16, 2020; and

**WHEREAS**, the **TOWN OF SUNAPEE** (sometimes referred to as the “Town”, and otherwise hereinafter referred to as the “Executory Interest Holder”) holds an Executory Interest in the Easement; and

**WHEREAS** the Property is depicted on the plan entitled “Nutting Family Farm, Farm and Forest Plan for Conservation Easement” dated May 25, 2020 and revised June 24, 2020, prepared by Pennyroyal Hill Land Surveying and Forestry, LLC and recorded at the Sullivan County Registry of Deeds as Plan #5340 (hereinafter known as the “Easement Plan”);

**WHEREAS**, Section 3.E. of said Easement Deed reserved to the Grantor the right to subdivide the Property to create no more than two lots and Section 2.B. of said Easement Deed -- which generally prohibits the subdivision of the Property -- authorizes a single subdivision of the Property pursuant to Section 3.E.; and

**WHEREAS**, the proposed subdivision is shown on a plan entitled “Plan of Annexation And Minor Subdivision – Property of the Nutting Family Trust – Property of Joanne Nutting Menard – Located in Sunapee, N.H.”, dated November 13, 2019, revised December 12, 2019, prepared by Clayton E. Platt L.L.S., approved by the Sunapee Planning Board December 12, 2019, recorded

as Plan #5313 in the Sullivan County Registry of Deeds on December 23, 2019 (hereinafter referred to as the "Subdivision Plan"), which depicts the creation of Tax Map 234 Lots 1 and 1-1, which lots are also depicted on the Easement Plan; and

**WHEREAS**, the necessary permits and approvals were secured by the Grantor for the subdivision as required in Section 3.E. of the Easement, and

**WHEREAS**, the Grantor exercised the reserved right 3.E. to subdivide as shown on the Easement Plan and the Subdivision Plan as follows:

- A. The Grantor conveyed that portion of the Property identified as Tax Map 234, Lot 1-1 on the Plan to Kenneth Nutting ("Nutting") by Warranty Deed recorded at the Sullivan County Registry of Deeds at Book 2127, Page 884 on November 6, 2020, and
- B. The Grantor conveyed that portion of the Property identified as Tax Map 234, Lot 1 on the Plan to R.H. Webb Forest Preserve, LLC ("Webb") by Warranty Deed recorded at the Sullivan County Registry of Deeds at Book 2136, Page 581 on January 14, 2021;

**WHEREAS**, Ausbon Sargent and the Town agree that the subdivision as shown on the Plans, and as reflected in the above conveyances complies with the terms of the Easement;

**NOW THEREFORE**, Webb, Nutting, the Grantee, and the Executory Interest Holder acknowledge and agree that the Grantor exercised its reserved right to subdivide the Property as allowed by the Conservation Easement Deed, and that the Property, or the subdivided lots, may not be further subdivided. All other terms of the Easement remain in full force and effect.

*Signatures Appear on Following Pages*

Executed and Accepted: **R.H. WEBB FOREST PRESERVE, LLC**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

Van O. Webb, Managing Member

Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by **VAN O. WEBB, SOLE MANAGING MEMBER OF THE R.H. WEBB FOREST PRESERVE, LLC**, the identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- ☐ My personal knowledge of the identity of said person OR
- ☐ The oath or affirmation of a credible witness, \_\_\_\_\_ (name of witness), the witness being personally known to me OR
- ☐ The following identification documents: \_\_\_\_\_ (driver's license, passport, other).

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

(Notary Seal)

Executed and Accepted: **KENNETH NUTTING** this \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

**KENNETH NUTTING**

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by **KENNETH NUTTING**, the identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- ☐ My personal knowledge of the identity of said person OR
- ☐ The oath or affirmation of a credible witness, \_\_\_\_\_ (name of witness), the witness being personally known to me OR
- ☐ The following identification documents: \_\_\_\_\_ (driver's license, passport, other).

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_

(Notary Seal)

Executed and Accepted: **THE AUSBON SARGENT LAND PRESERVATION TRUST** this \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

**JOHN F. HOLLINGER**

Its Chairman, Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by **JOHN F. HOLLINGER, Chairman, The Ausbon Sargent Land Preservation Trust**, a New Hampshire Voluntary Corporation. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- ☐ My personal knowledge of the identity of said person OR
- ☐ The oath or affirmation of a credible witness, \_\_\_\_\_ (name of witness), the witness being personally known to me OR
- ☐ The following identification documents: \_\_\_\_\_ (driver's license, passport, other).

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_

(Notary Seal)



Executed and Accepted by the **Executory Interest Holder:**

**The Town of Sunapee, Board of Selectmen**

By: \_\_\_\_\_

**Josh Trow**

Selectboard Chair

Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Josh Trow, Selectboard Chair, Town of Sunapee**. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- ☐ My personal knowledge of the identity of said person OR
- ☐ The oath or affirmation of a credible witness, \_\_\_\_\_  
(name of witness), the witness being personally known to me OR
- ☐ The following identification documents:  
\_\_\_\_\_ (driver's license, passport, other).

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

(Notary Seal)



**We are enduring a Worldwide Energy Crisis currently. The Eversource Default Service Rate will be 10.669 cents per kWh on February 1st. We would like to amend our payment arrangement on February 1, 2022 to reflect a more fair distribution of the expected revenue.**

**Please see the following replacement language for the six months starting February 1<sup>st</sup> for Schedule B section (i) of our agreement.**

Starting February 1<sup>st</sup> 2022, we would like to amend our agreement as follows. Within ten (10) days of receiving Surplus Generation Payment from the Utility, the Host shall pay to the Administrator the Default Service rate minus 7.5 cents per kwh for every kwh of Surplus Generation associated with that Surplus Generation Payment. If the Eversource Default Service rate falls below 8.5 cents the host shall pay the Administrator 1.0 cents per kwh. If the Eversource Default Service Rate is above 8.5 cents per kWh that amount over 8.5 shall be shared equally between the Host and Administrator.

For the upcoming six month Eversource rate block:

$10.669 \text{ cents per kWh} - 8.5 \text{ cents per kWh} = 2.169$   
 $2.169/2 = 1.0845$

Host will retain  $7.5 + 1.0845 = 8.5845$  cents per kWh stating February 1<sup>st</sup>.

Host will pay Standard Power  $1 + 1.0845 = 2.0845$  cents per kWh starting February 1<sup>st</sup>.



## DEFAULT SERVICE REIMBURSEMENT AGREEMENT

This Default Service Reimbursement Agreement (this "Agreement") is by and between **Standard Power of America, Inc.** (the "Administrator") and the **Town of Sunapee, New Hampshire** (the "Customer") (together referred to as "Parties" and each individually as a "Party") and is effective and binding on the Parties as of the date hereof.

### Background

1. Seller is the Administrator of a group net metering arrangement (the "Group"), of which the Customer is a member.
2. Customer is in the Eversource utility territory.
3. As a member of the Group, the Customer is entitled to a default service reimbursement payment ("Default Service Reimbursement Payment") pursuant to the governing Group Net Metering Agreement.

### NOW, THEREFORE,

In consideration of the mutual covenants and agreements herein set forth, the Parties hereby agree as follows:

Section 1. **Term and Termination**. This Agreement will start on the January 2022 Utility meter read date and end on the November 2023 Utility meter read date. In addition; this Agreement can be terminated pursuant to this Section 2 (the "Term"). This Agreement can be terminated by either Party upon sixty (60) days prior notice. All payment obligations arising prior to the termination of this Agreement shall survive the termination thereof.

### Section 2. **Obligation to Provide Default Service Reimbursement Amount.**

(a) In consideration of the Customer's participation in the Group, the Administrator agrees to make, and the Customer agrees to accept, the Default Service Reimbursement Payment.

(b) The Default Service Reimbursement Payment shall be paid to the Customer within ten (10) days of the end of each calendar quarter during the Term. The Default Service Reimbursement Payment shall be calculated as follows (a) the rate shall be (\$0.005) (b) the Rate shall then be multiplied by the total kilowatt-hours ("kWh") used by the Customer during that same quarter.

(c) In any quarter, the Administrator's payment of the Default Service Reimbursement Payment to all members of the Group, including the Customer, shall be unconditionally limited by the amount of generation (kwh) produced by the facility during that same quarter. To the extent, there are kWh of excess generation from previous quarters that were not used to make Default Service Reimbursement Payments in those previous quarters; the Administrator shall provide additional kWh credits up to the amount that was not covered by the actual generation during the current quarter.

(d) The Administrator shall perform a true-up of annual generation from the facility to the Customer's annual usage by January 15<sup>th</sup> of each year during the Term or, if the Term ends prior to January 15<sup>th</sup>, at the end of the Term. If, based on the annual true up, the Customer shall have received Default



Service Reimbursement Payments during the previous year for less than its full kWh usage during that year; the Administrator shall provide reimbursement for those kWh in the last annual payment or the last payment of term to the extent that that power has been generated.

Section 3. **Assignment**. The Customer may not assign or transfer this Agreement to any other person or entity without the other Administrator's prior written consent, and any attempted assignment or transfer without such consent shall be void. The Administrator may sell, transfer, pledge or assign this Agreement or any right herein in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy Services Company or other entity as authorized by the New Hampshire Public Utilities Commission.

Section 4. **Access to Customer Usage Information**. Upon request by the Administrator, the Customer shall provide monthly invoices from Eversource to confirm usage information for accounts listed in Schedule A of the Group Net Metering Agreement.

Section 5. **Dispute Resolution**. The Parties shall attempt in good faith to resolve all disputes arising under or with respect to this Agreement promptly by negotiation. If the Parties cannot resolve the dispute in this manner, they shall refer the dispute to a mediator.

Section 6. **Liability**. The remedy in any claim or suit by the Customer against the Administrator will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly payment in the immediately preceding twelve (12) months). All other remedies at law or in equity are hereby waived. In no event will either the Administrator or the Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Section 7. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflict of laws that would require the application of any other law.

Section 8. **Taxes**. All taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on the Administrator's net income, shall be paid by the Customer, and Customer agrees to indemnify the Administrator and hold the Administrator harmless from and against any all such taxes.

Section 9. **Regulatory Change**. This Agreement is subject to present and future legislation, orders, rules, regulation or decision of a duly constituted governmental authority having jurisdiction over this Agreement or over the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("**Regulatory Change**") which impacts any term, condition or provision of this Agreement, including, but not limited to price, the Administrator shall have the right to modify this Agreement to reflect such Regulatory Change by providing thirty (30) days' written notice of such modification to the Customer.

[Signature Page Follows on Separate Page]



IN WITNESS WHEREOF, the Parties do hereby execute this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**ADMINISTRATOR:**

**Standard Power of America, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER:**

**Town of Sunapee, New Hampshire**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Town Manager

---

**From:** Robert Collins <racoon8894@gmail.com>  
**Sent:** Monday, February 14, 2022 7:49 AM  
**To:** Town Manager  
**Subject:** [EXTERNAL]Standard Power amended agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Shannon:

I have reviewed the proposed amended agreement from Standard Power and you should sign it, if you haven't already.

Thanks,

Bob Collins

Sent from my iPhone

# TITLE III

## TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

### CHAPTER 41

#### CHOICE AND DUTIES OF TOWN OFFICERS

#### Town Treasurer

#### Section 41:29

See Emergency Order #23 (NH LEGIS E.O. 2020-23-Emerg. (2020, 2023:1.)), issued pursuant to Executive Order 2020-04 (NH LEGIS E.O. 2020-04 (2020, 1004:1.)) as extended by Executive Orders 2020-05 (NH LEGIS E.O. 2020-05 (2020, 1005:1.)); 2020-08 (NH LEGIS E.O. 2020-08 (2020, 1008:1.)); 2020-09 (NH LEGIS E.O. 2020-09 (2020, 1009:1.)); 2020-010 (NH LEGIS E.O. 2020-010 (2020, 1010:1.)); 2020-014 (NH LEGIS E.O. 2020-014 (2020, 1014:1.)); 2020-015 (NH LEGIS E.O. 2020-015 (2020, 1015:1.)); 2020-016 (NH LEGIS E.O. 2020-016 (2020, 1016:1.)); 2020-017 (NH LEGIS E.O. 2020-017 (2020, 1017:1.)); 2020-018 (NH LEGIS E.O. 2020-018 (2020, 1018:1.)); 2020-020 (NH LEGIS E.O. 2020-020 (2020, 1020:1.)); 2020-021 (NH LEGIS E.O. 2020-021 (2020, 1021:1.)); 2020-022 (NH LEGIS E.O. 2020-022 (2020, 1022:1.)); 2020-023 (NH LEGIS E.O. 2020-023 (2020, 1023:1.)); 2020-024 (NH LEGIS E.O. 2020-024 (2020, 1024:1.)); 2020-025 (NH LEGIS E.O. 2020-025 (2020, 1025:1.)); 2021-01 (NH LEGIS E.O. 2021-01 (2021, 1001:1.)), and related to the COVID-19 State of Emergency, for potential impact on the terms of this section.

#### **41:29 Duties of Elected and Appointed Town Treasurers. –**

I. The town treasurer shall have custody of all moneys belonging to the town, and shall pay out the same only as follows:

- (a) Upon orders of the selectmen in a public meeting or by a noncontemporaneously signed manifest signed by a majority of the board; or,
- (b) In the case of a conservation fund established pursuant to RSA 36-A:5, upon the order of the conservation commission; or
- (c) In the case of a heritage fund established pursuant to RSA 674:44-d upon the order of the heritage commission; or
- (d) In the case of fees held pursuant to RSA 673:16, II, upon the order of the local land use board or its designated agent; or
- (e) In the case of a recreation revolving fund established pursuant to RSA 35-B:2, upon the order of the recreation or park commission; or
- (f) In the case of fees deposited by the town clerk pursuant to RSA 41:25, upon the invoice of the town clerk, or other board or body designated by the town to expend such a fund.

II. The treasurer shall deposit all such moneys in participation units in the public deposit investment pool established pursuant to RSA 383:22 or in federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, except that funds may be deposited in federally insured banks outside the state if such banks pledge and deliver to a third party custodial bank or the federal reserve bank collateral security for such deposits of the following types:

- (a) United States government obligations;
- (b) United States government agency obligations; or
- (c) Obligations of the state of New Hampshire in value at least equal to the amount of the deposit in each case.

III. The town treasurer shall keep in suitable books provided for the purpose a fair and correct account of all sums received into and paid from town treasury, and of all notes given by the town, with the particulars thereof.

At the close of each fiscal year, the treasurer shall make a report to the town and to the department of revenue administration, giving a particular account of all his or her financial transactions during the year and account balances at year end. The treasurer shall furnish to the selectmen statements from the treasurer's books, and submit the books and vouchers to them and to the town auditors for examination, whenever so requested.

IV. Whenever the town treasurer has in custody an excess of funds which are not immediately needed for the purpose of expenditure, the town treasurer shall invest the same in accordance with the investment policy adopted by the selectmen under RSA 41:9, VII. The treasurer may invest in the public deposit investment pool established pursuant to RSA 383:22, or in deposits, including money market accounts, or certificates of deposit, or repurchase agreements, and all other types of interest bearing accounts, of federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, or in obligations fully guaranteed as to principal and interest by the United States government. The obligations may be held directly or in the form of securities of or other interests in any open-end or closed-end management-type investment company or investment trust registered under 15 U.S.C. section 80a-1 et seq., if the portfolio of the investment company or investment trust is limited to such obligations and repurchase agreements fully collateralized by such obligations.

V. (a) The treasurer shall insure that prior to acceptance of any moneys for deposit or investment, including repurchase agreements, the federally insured bank shall make available at the time of such deposit or investment an option to have such funds secured by collateral having a value at least equal to the amount of such funds. Such collateral shall be segregated for the exclusive benefit of the town. Only securities defined by the bank commissioner as provided by rules adopted pursuant to RSA 383-B:3-301(e) shall be eligible to be pledged as collateral.

(b) As an alternative to the option of collateralization for excess funds provided in subparagraph (a), the town treasurer may also invest public funds in interest-bearing deposits which meet all of the following conditions:

(1) The funds are initially invested through a federally insured bank chartered under the laws of New Hampshire or the federal government with a branch within the state, selected by the treasurer.

(2) The selected bank arranges for the redeposit of funds which exceed the federal deposit insurance limitation of the selected bank in deposits in one or more federally insured financial institutions located in the United States, for the account of the treasurer.

(3) The full amount of principal and any accrued interest of each such deposit is covered by federal deposit insurance.

(4) The selected bank acts as custodian with respect to each such deposit for the account of the treasurer.

(5) On the same date that the funds are redeposited by the selected bank, the selected bank receives an amount of deposits from customers of other federally insured financial institutions equal to or greater than the amount of the funds initially invested through the selected bank by the treasurer.

VI. The treasurer may delegate deposit, investment, recordkeeping, or reconciliation functions to other town officials or employees provided such delegation is in writing and includes written procedures acceptable to the selectmen, or in the case of a town operating under RSA 37, to the town manager, and is agreeable to all parties involved. However any such delegation shall only be made to a town official or employee bonded in accordance with RSA 41:6 and rules adopted by the commissioner of revenue administration under RSA 541-A. Such delegation shall not eliminate the responsibility of the treasurer to comply with all statutory duties required by law.

VII. The treasurer shall ensure that all moneys remitted shall be deposited at least on a weekly basis, or daily whenever funds remitted from all departments collectively totals \$1,500 or more. Such deposit function may be delegated pursuant to paragraph VI. However, failure to ensure that funds are being deposited on a timely basis as required by this paragraph shall be cause for immediate removal from office pursuant to RSA 41:26-d. In any municipality where there is either no bank or other depository institution within the municipality the treasurer shall make deposits consisting of funds remitted from all departments and collectively totaling \$1,500 or more on a weekly basis or more frequently as directed by the board of selectpersons in the investment policy adopted pursuant to RSA 41:9, VII.

**Source.** 1869, 26:2-4. GL 40:8. 1883, 111:1. PS 43:20. PL 47:24. 1931, 177:3. 1939, 170:2. RL 59:24. RSA 41:29. 1959, 197:3. 1971, 158:1. 1973, 490:1. 1977, 139:1. 1987, 318:3. 1991, 268:8; 377:6; 383:9. 1992, 64:3. 1993, 161:2. 1996, 209:10. 1997, 208:8. 1998, 40:2. 2003, 100:2. 2007, 35:6; 246:3, 4. 2008, 120:25; 174:5.



# **TITLE III**

## **TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES**

### **CHAPTER 41**

#### **CHOICE AND DUTIES OF TOWN OFFICERS**

#### **Town Treasurer**

##### **Section 41:26-e**

**41:26-e Appointed Town Treasurer.** – Any town may, under an article in the warrant for the annual town meeting, vote to authorize the appointment rather than the election of a town treasurer. Such appointment shall be made in accordance with RSA 669:17-d by either the board of selectmen, or in the case of a town operating under RSA 37 upon recommendation of the town manager with approval of the board of selectmen. Whenever the selectmen or manager appoint the treasurer, such appointment shall be made in writing and shall include the compensation to be paid. Any town may rescind the vote to appoint a town treasurer under an article in the warrant for the annual town meeting. If such article to rescind the appointment of a treasurer is approved, then the town shall reinstate the office of elected treasurer and shall fill the vacancy in accordance with RSA 669:69.

**Source.** 2007, 35:4, eff. July 13, 2007.



# TOWN OF GREENLAND

Greenland, NH 03840

11 Town Square • PO Box 100

Phone: 603.431.7111 • Fax: 603.430.3761

Website: greenland-nh.com

## **Town Treasurer (Appointed) Job Description**

### Job Summary

The responsibilities of the Treasurer are many and varied and are governed by the State of New Hampshire RSA 41:29 and Administrative Rules. The Treasurer is responsible for the Town's cash management program, gathering of information necessary to determine cash needs, borrowing, depositing, disbursements, and receipt, investing, and accountability of municipal funds. Responsible for the maintenance of related books, records and reports. The Treasurer needs to have a working knowledge of applicable State and local regulations, processes, procedures, and statutes.

This is an appointed position that performs duties independently in accordance with legally prescribed responsibilities. Consults with and submits reports to the Town Administrator, Finance Director and Town Clerk/Tax Collector. An independent auditing firm audits the records annually. The Treasurer is responsible to coordinate the work with others as necessary.

### Examples of Duties

1. Establishes and maintains suitable and accurate records and accounts in written and electronic format for all investments, escrow accounts, notes, and sums received into and paid from the Town funds.
2. Upon verification of manifests, signs checks as required by Town policy of State and Federal law.
3. Receives monies from departments and Town Clerk/Tax Collector, and after verification, makes bank deposits in accordance with RSA 41:29 II. Opens new accounts as necessary. Makes inter-fund transfers, if necessary.
4. Reconciles all accounts with the Finance Director on a monthly basis. Reconciles records of the Tax Collector/Town Clerk on a monthly basis.
5. Prudently invests Town funds for maximum yield in accordance with Town policies and State and federal laws. Monitors Town funds and deposits, transfers funds in a timely manner to meet the Town's financial obligations. Advises the Town Administrator on all fiscal matters; may discuss future courses of action with the Board of Selectmen, including purchasing Tax Anticipation Notes.
6. Drafts correspondence as necessary.
7. Prepares for publication in the annual Town Report, a detailed report of financial transactions for the year.
8. Provides statements, records, and data necessary for independent auditor to conduct an annual audit of the Town's accounts.
9. Attends meetings as required.
10. Performs other related duties as required.

### Minimum Qualifications

Must be a Greenland resident. High School diploma or equivalent with experience in bookkeeping, data entry and general clerical work; or any equivalent combination of education and experience which demonstrates possession of required knowledge, skills and abilities. Experience with Microsoft Excel, Word and QuickBooks. Ability to drive and valid license.



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## **TOWN TREASURER**

The Town of Greenland is accepting applications and resumes from Greenland residents for the appointed position of Town Treasurer. The Treasurer is responsible for the cash management of the Town, including making deposits, signing checks, reconciling bank statements and accounts with the Finance Director and Town Clerk/Tax Collector. The position would start no sooner than December 16, 2019. Experience with QuickBooks, Microsoft Excel and Microsoft Word required. General bookkeeping, data entry and clerical work is involved. Ability to drive and valid license and car insurance required. This is a statutory position and will be provided an annual stipend (currently \$5,000) paid on a monthly basis.

Interested applicants should complete a Town "Application for Appointment" form and submit it with a resume. These may be dropped off at the Town Office, mailed to Matthew Scruton, Town Administrator, 11 Town Square, PO BOX 100, Greenland, NH 03840 or emailed to [mscruton@greenland-nh.com](mailto:mscruton@greenland-nh.com). Visit [www.greenland-nh.com](http://www.greenland-nh.com) or the Town Hall for the Application for Appointment Form. The job description can be found below.

# Treasurer Job Description

## Job Summary:

The Treasurer is responsible for the Town's cash management program, for gathering of information necessary to determine cash needs, borrowing, depositing, disbursement, including payroll, receipt, investing, and accountability of municipal funds (cash flow). They are also responsible for the maintenance of related records and reports. This job description is meant to be illustrative and is in no way all-inclusive. It should be used as a tool or guide for this elected position.

## Supervision Received:

The Treasurer will take direction from the Board of Selectmen or their appointee. Duties are also performed in accordance with federal, state and Town laws, codes, ordinances, and regulations. Refer to RSA 41:29 of the New Hampshire State codes for details.

## Duties:

Each week the Treasurer will receive monies to be deposited into various accounts held at ~~North Shore~~ Bank. These monies need to be deposited in a timely manner and not allowed to remain on site. The Town holds accounts at other banks as well but most of those accounts are for long term projects and do not necessarily have monthly transactions.

The Bookkeeper will process vendor manifests twice monthly except at the end of the quarter. At that time there may be a third vendor manifests. The Treasurer must sign the checks once approved by the Board of Selectmen. The approval is normally done at each Board of Selectmen's meeting. The Treasurer is expected to sign the checks the day following the approval so the Bookkeeper can mail them out to avoid late fees.

The Tax Collector and Town Clerk provides the Treasurer with a weekly report of deposits and credit card transaction. The Treasurer records these activities utilizing a spreadsheet for the specific accounts.

The Town Administrator and Transfer Station will have monies in the form of cash and checks that need to be deposited to specific accounts.

At the end of each month, the Treasurer will reconcile the bank statements against spreadsheets for all accounts held.

The Treasurer is responsible for investing the Impact Fees and Road Bonds collected by the Town. These funds are held in an interest bearing account and returned to the applicant upon approval from the Board of Selectmen, Planning Board and Road Agent.

The Treasurer will provide a written year end report to be included in the Town report. This report will include balances for all accounts held, all letters of credit, list of road bonds and any other accounts.

2/11/2021

Requirements:

This is an elected position therefore the Treasurer must be a resident of the Town.

Suggested qualifications for the position are as follows:

1. Have a background in accounting practices and reporting
2. Have a background in bookkeeping
3. Working knowledge of banking procedures
4. Working knowledge of office software applications
5. Able to work with other departments in a timely manner
6. Computer skills a must
7. Background in investing is desirable

**Town of Wolfeboro  
Job Description  
Appointed Town Treasurer**

**Appointment** - The Board of Selectmen shall appoint, based on merit and fitness, a Treasurer who shall have the powers and duties prescribed by RSA 41:29 and state law, provided however that in making investments of Town funds s/he shall follow the written investment policy as adopted or modified by the Board of Selectmen. The Treasurer shall have custody of all monies belonging to the Town and shall pay out the same only on orders of the body designated by the Town to expend such funds. The Treasurer shall deposit such funds in institutions and in such manner as designated by law, and according to the Town's investment policy; keep suitable records; reconcile the General Fund, and subsidiary account bank statements monthly, and perform all other related functions per state statute.

**General Duties**

Duties are listed in RSA 41:29. Treasurer reports to the Board of Selectmen but works closely with the Town Manager and the Finance Director. The Treasurer is paid an annual stipend of \$5,000 paid in twelve equal monthly installments and receives no benefits.

**Weekly**

1. Monitor cash balances and invest funds.
2. Signs both payroll and accounts payable checks for the Town.
3. Make daily deposits (this task may be delegated in writing).
4. Transfer monies between Town accounts per investment policy.

**Monthly**

1. Reconcile all bank accounts for the Town.
2. Prepare monthly Treasurer's Report.

**Yearly**

1. Assist in Town's Audit.
2. Prepare Treasurer Report for the Annual Town Report.
3. Update Town's investment policy.

**Desired Qualifications**

1. Degree in accounting and/or business administration.
2. Five (5) years or more of related experience.
3. Able to create and edit multiple spreadsheets.
4. Demonstrate attention to detail.

**TOWN OF WOLFEBORO  
NOTICE OF VACANCY**

**APPOINTED TOWN TREASURER**

The Town of Wolfeboro seeks to appoint the Town Treasurer. This position is appointed by the Board of Selectmen for a three (3) year term. The position is responsible for the powers and duties per RSA 41:29. The chosen candidate works independently but also works closely with the Finance Director and other financial staff. This position is responsible for many banking and investment accounts which have a multitude of monthly transactions. The chosen candidate must be detail oriented and be able to deliver the Treasurer's report monthly to the Board of Selectmen. A job description is located on the town website at [www.wolfeboronh.us](http://www.wolfeboronh.us).

If you are interested in applying for the position of Town Treasurer for the Town of Wolfeboro, please send a letter of interest and your resume to: Town of Wolfeboro Kathryn Carpentier, Finance Director, P.O. Box 629, Wolfeboro, NH 03894 or [finance\\_director@wolfeboronh.us](mailto:finance_director@wolfeboronh.us) Position will be posted until filled.

Ad: Union Leader of August 4 and 9, 2021

Posted August 2, 2021

Wolfeboro Public Library  
Wolfeboro Town Hall  
Wolfeboro Town website  
NH Municipal Association website