

SUNAPEE BOARD OF SELECTMEN
MEETING AGENDA
6:30PM Town Office Meeting Room
Monday October 3, 2022

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

Parcel ID: 0104-0051-0000 45 Springfield Road, James Keady
Parcel ID: 0210-0050-0000 561 North Road, Susan Rovell-Rixx
Parcel ID: 0225-0009-0000 15 Route 103, McDonough Family Properties
Parcel ID: 0136-0028-0000 323 Lake Ave, Mark & Deborah Pasculano
Parcel ID: 0146-0031-0000 95 Upper Bay Road, Stephen & Patricia Healy

LAND DISTURBANCE BOND:

Parcel ID: 0225-0009-0000 15 Route 103, McDonough Family Properties
Parcel ID: 0128-0031-0000 90 Garnet Street, Mike & Sharon Kelly

APPROVED SIGN PERMIT:

Parcel ID: 0130-0005-0000 33 West Court Road, Shaun Carroll

DENIED SIGN PERMIT:

Parcel ID: 0132-0017-0000 477 Route 11, Nick Kontoes

PROPERTY TAX REFUNDS:

Parcel ID: 0122-0015-0000 242 Garnet Hill Road, Camp David LLC
Parcel ID: 0112-0012-0000 68 Woodland Road, Mark & Kristen Begor

2. APPOINTMENTS

7:00PM-Public Hearing- Acceptance and Expenditure of Unanticipated Revenue from
State of NH-Highway Block Grant
7:15PM-Ryan Polson, Standard Power

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Review & sign the MOU for Professional Services Between the Coalition Communities
- Review & authorize for Town Manager to sign Jautz Settlement Agreement and Release
- Review & authorize Chairman Trow to sign the Non-Attest Services Draft Approval
- Review & authorize Chairman Trow to sign the Application for Use of Town of Sunapee Facilities after the fact
- Review & sign MS-1
- Accept EMPG Grant Award in the amount of \$4,000.00

5. TOWN MANAGER REPORTS

- Budget Update
- Septic Ordinance
- Staffing Update
- Legal Updates

6. CHAIRMAN'S REPORT

- Motion to enter nonpublic under RSA 91-A:311(c) -- Matters discussed in public likely to affect reputation
- Motion to enter nonpublic under RSA 91-A:311(b) -- The hiring of any person

7. UPCOMING MEETINGS:

10/5-7:00PM-Conservation Committee, Town Meeting Room

10/6-6:30PM-Zoning Board Meeting, Town Meeting Room

10/10-Town Office Closed-Columbus Day

10-10-10:00AM-Trustees of the Trust Fund, Town Meeting Room

10/11-5:30PM-Recreation Committee Meeting, Town Meeting Room

10/12-5:00PM-Energy Committee Meeting, Town Meeting Room

10/13-7:00PM-Planning Board Meeting, Town Meeting Room

NOTICE OF PUBLIC HEARING

Town of Sunapee, NH

Acceptance and Expenditure of Unanticipated Revenue
from State of NH-Highway Block Grant

Pursuant to RSA 31:95-b, the Selectmen of the Town of Sunapee will hold a Public Hearing on Monday, October 3, 2022, at 7:00PM 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 \$104,500.27 from State of NH-Highway Block Grant. Any persons wishing to be heard on this matter are invited to attend the hearing and make their opinions known.



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

August 10, 2022

Joshua Trow, Chair of Selectboard
Town of Sunapee
23 Edgemont Road
Sunapee, NH 03782

Re: Sunapee Special One Time Highway Payment – in Accordance with Senate Bill 401
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways

Dear Mr. Trow:

The following is notification of a one time highway payment being made available to your town in State Fiscal Year 2023 based on the passage of Senate Bill 401 effective in July 2022. SB 401 directs the department to divide and distribute a \$30 million one time payment between all New Hampshire municipalities based on the distribution methods of Block Grant Aid Apportionment A. This one time payment is separate from your regular quarterly payments.

This one time payment is anticipated to be available to the Town of Sunapee during the month of August 2022 as follows:

August 2022 Actual Payment: \$104,500.27

In generalized terms and in accordance with statutory provisions for distribution of Block Grant Aid "Apportionment A" funds, this one time highway payment is based on the municipalities' mileage of Class IV and Class V highways, as well as the municipalities' population.

Please contact us at 271-3344 if you have any questions.

Sincerely,

C. R. Willeke

C. R. Willeke, PE
Municipal Highways Engineer
Bureau of Planning and Community Assistance

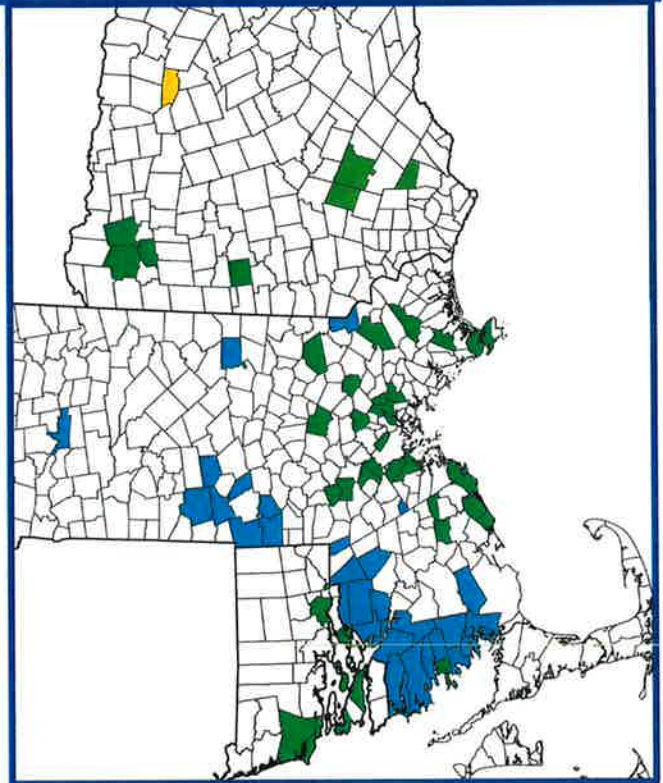
Town of Sunapee Community Power

With Standard Power & Good Energy

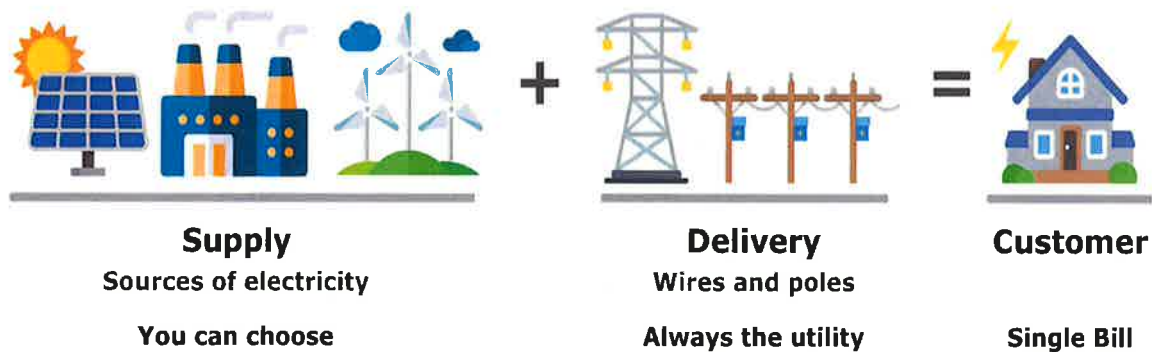
October 3, 2022

Standard Power & Good Energy

- Over 60 operating aggregations in Massachusetts and Rhode island with >\$80 million in savings
- Eight New Hampshire Communities including Keene
- Building plans, programs and buying groups for 2023 and 2024
- Active participation in legislative and regulatory process
- <https://cp.standardpower.com/>

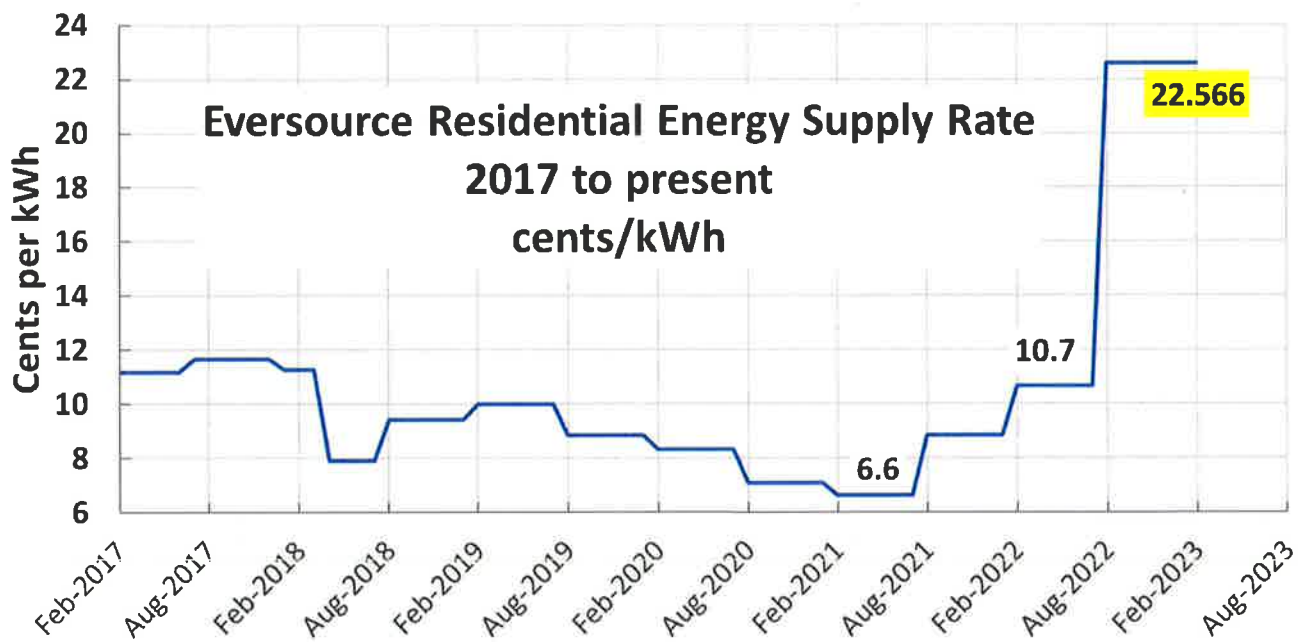


What is Community Power?



Opportunity in NH to localize control over electricity supply, and extend benefits of competitive market to residents and small businesses.

Delivery, emergency services and billing stay with the utility.



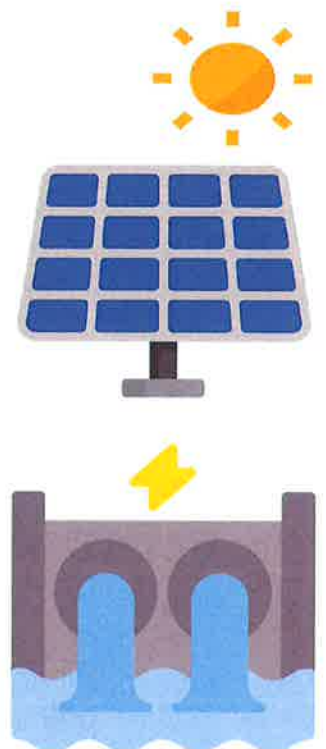
Use and Support Local Renewable Energy

Markets

- Renewable Energy Certificates (RECs) are the quantifiable renewable attribute of all renewable energy resources
- The location of renewable generation and RECs are known and verifiable

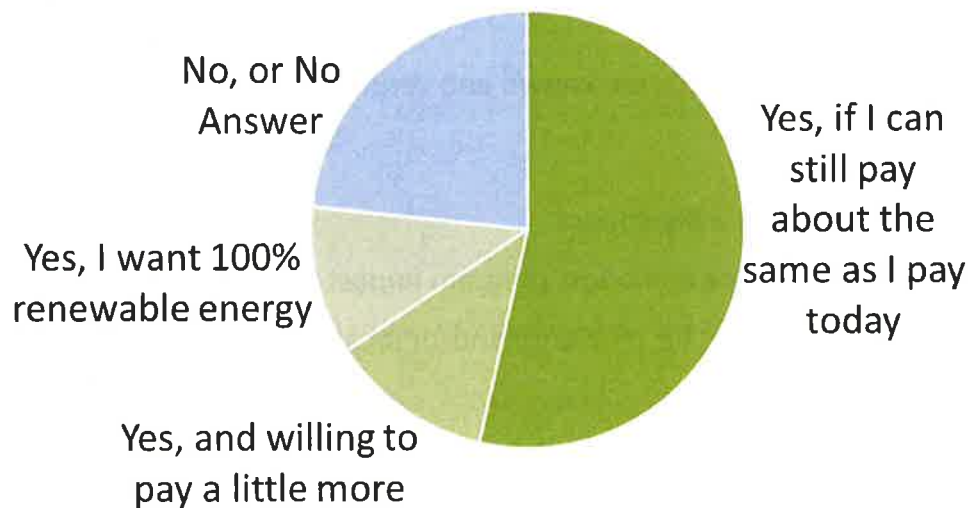
Plan Choices

- Small increases in renewable energy have a big impact
- Optional products support individual choice and boost program impact
- Optional program fund can seed investment for efficiency and/or local renewable projects



Community Power Survey

Are you interested in adding extra renewable energy in our electricity supply?



Example: Keene

Standard/Default



Adds 5-10% or more
Class I RECs

Basic



Meets State
standards for
renewable
energy*

50%-100%



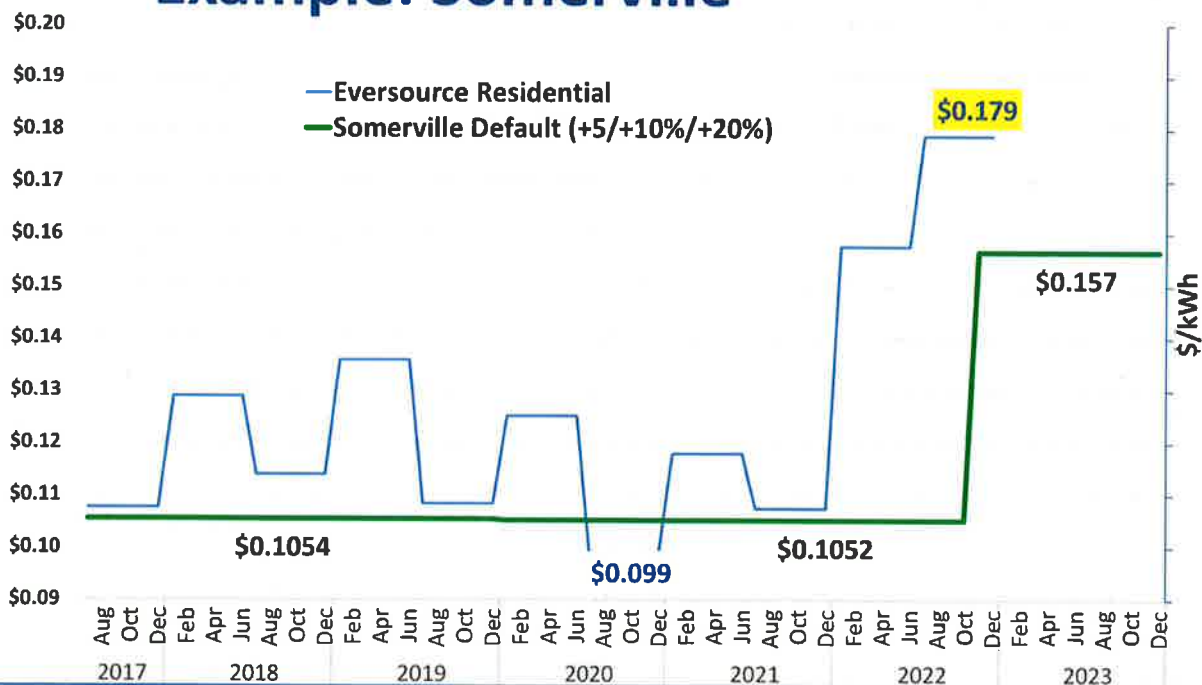
Matches 50%
and/or 100% of
energy use with
extra Class I RECs

**New Hampshire RPS in 2022 is 22.5% Renewable Energy Certificates (RECs)*

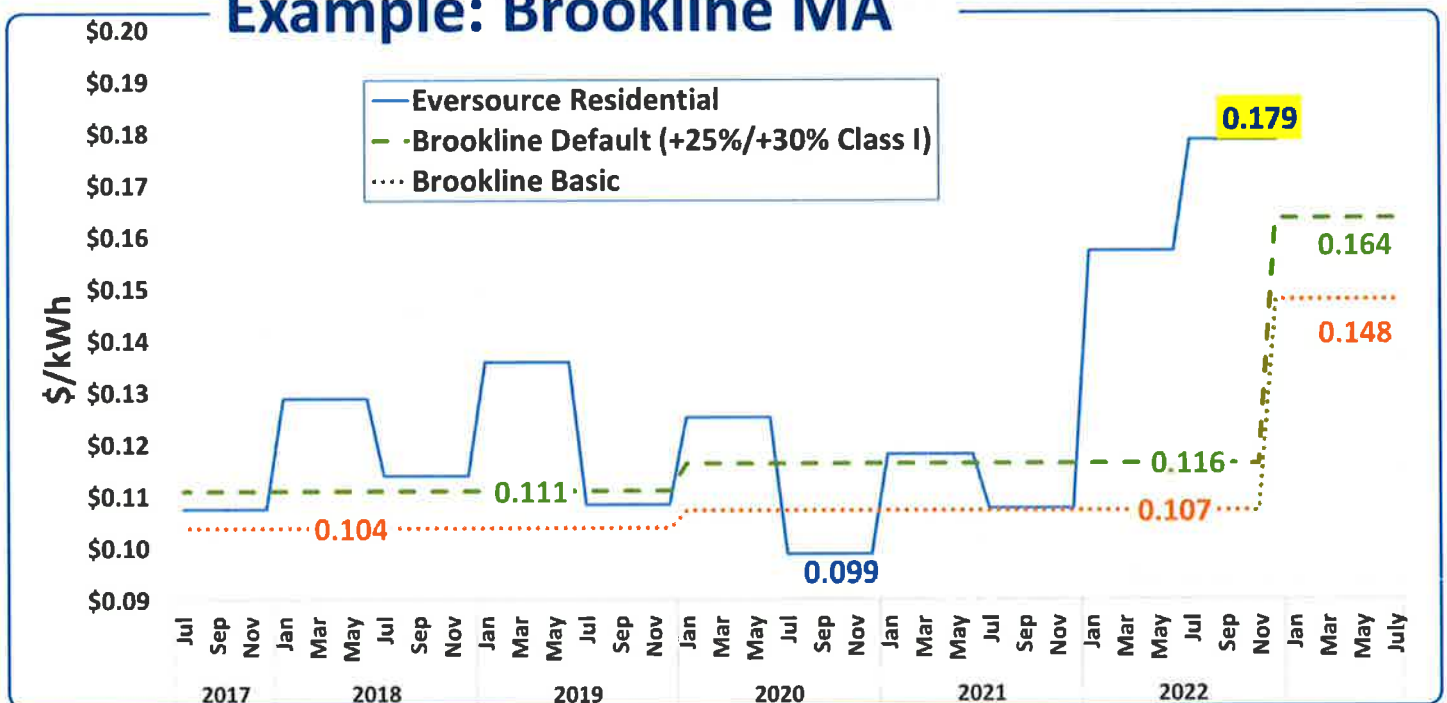
Project fund



Example: Somerville



Example: Brookline MA



Competitive Retail Model



Supplier Guaranteed Contract

- Proven track record, 700+ programs in IL, OH, MA, NJ, NY & RI
- Stable, competitive rates with no cost to municipal budget and no start-up costs or complex agreements
- All operating costs recovered in supply rate
- **Supplier retains all risk** ---> No risk to municipality or customers in increasingly volatile energy landscape

Working with Our Experienced Team

Write a plan



Get approval



Buy electricity

Form CPC committee
Define goals
Plan: renewable energy integration
Plan: customer treatment
Plan: regulatory requirements
Community Feedback
Public Outreach
Public review process

Local approval
Community outreach
Public meetings
Public hearings
Regulatory submission
Regulatory Q&A
Regulatory approval

Engage suppliers to a new
market
Supplier data
Supplier vetting
Market timing
Bidding
Contract negotiation
Choosing a supplier

Public outreach
Direct mail materials
Public meetings
Opt-out process
Customer Service
Ongoing program
management

Timeline

Form Your Team

1. **Appoint a Community Power Committee**
2. **Choose experienced SP/GE to help plan and launch your program**

Plan & Approve

3. Customize draft Community Power Plan with public input
4. Secure local approval of plan (Town Meeting or City Council)

Regulatory

5. Submit Plan to Public Utilities Commission for approval. PUC approval can be initiated prior to approval at Town meeting

Outreach + launch

6. Procure electricity supply
7. Implement public education and opt-out campaign
8. **Launch!** Eligible accounts that have not opted out are automatically enrolled

Manage + Monitor

9. Provide ongoing customer support, outreach, opt up campaigns, data management and analysis, planning, and more

Questions?



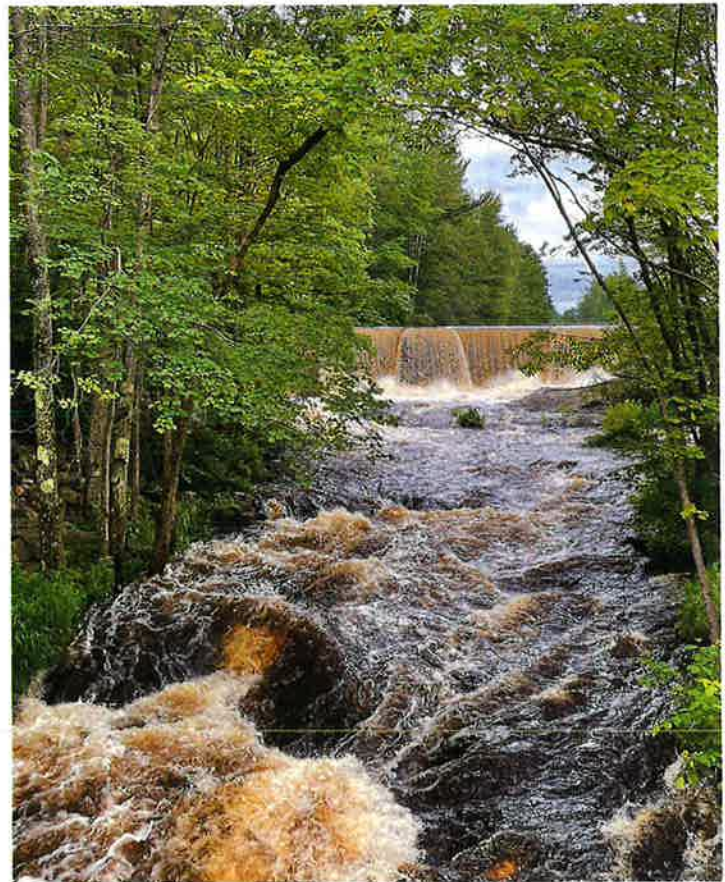
Bob Hayden
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COALITION COMMUNITIES 2.0
www.coalitioncommunities.com

August 22, 2022

**Coalition Communities 2.0 ("CC 2.0") Update and
Notice of Full Board and Joint Board CC 2.0 Meeting**

Dear Members of Coalition Communities 2.0:

With the 2022 legislative session behind us and elections in November around the corner, followed shortly thereafter by the 2023 legislative session, we wanted to write to you today for three primary reasons.

- To provide a brief reminder as to why CC 2.0 came together in early 2021
- To provide a brief update on where things stand in Concord
- To provide notice of a meeting of the CC 2.0 full board and joint board on September 22nd at 2pm in Concord

The Return of Coalition Communities 2.0

As you will recall, for approximately ten (10) years prior to 2006, New Hampshire funded education through a formula that created what was commonly known of as "donor" and "receiver" towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax ("SWEPT") than the state's calculation of that community's total cost of an adequate education for its students. This "excess" SWEPT was then distributed by the state to the communities – known as "receiver" communities - whose total cost of education exceeded the amount raised in SWEPT.

Many of us will recall working together at that time to challenge the donor/receiver education funding formula through the formation of a group known as our predecessor - the "Coalition Communities." Through the advocacy and educational efforts of that organization, the legislature abolished the donor/receiver education funding formula and since 2006 through to the present day, communities now retain the "excess" SWEPT they raise.

CC 2.0 came together in 2021 pursuant to the enclosed Memorandum of Understanding executed by member communities, due to our shared concerns arising from the findings and recommendations issued by The Commission to Study School Funding in December 2020 (the "Commission"), and efforts by some to include those recommendations in New Hampshire's 2022-2023 biennial budget.

In its report, the Commission proposed an education funding model that would again re-distribute excess SWEPT revenue to school districts based upon need as defined by statute. The Commission concluded that while there was sufficient total tax revenue being raised, the

COALITION COMMUNITIES 2.0

www.coalitioncommunities.com

distribution of the funding was the issue. Implementing such a formula would re-introduce the concept of “donor” towns to New Hampshire. Under such a scenario, communities such as ours and others would become “donors” - required to remit excess SWEPT revenues to the State for re-distribution to other communities to subsidize the cost of an adequate public education. As many as seventy-two (72) New Hampshire municipalities could become “donor” communities under this proposal, costing our local taxpayers millions of dollars.

Our coalition opposes this failed approach to education funding because property taxes are already too high and would be increased further, property taxes are local taxes administered by municipalities without any assistance from the state, assessed property values do not reflect a taxpayers’ ability to pay taxes, and most importantly, this type of funding formula would pit one town against another.

Where Things Stand in Concord

One of the first steps we took as an organization was to engage advocates from Bernstein Shur to represent our interests in Concord. Since the Spring of 2021, they have been a regular presence for us at the State House, monitoring dozens of pieces of legislation that may have directly or indirectly impacted the interests of CC 2.0’s members, maintaining regular contact with legislative leadership and administration officials, and facilitating and updating the monthly meetings of our CC 2.0 Joint Board.

In 2021 and 2022, while some legislators sought to enact far reaching education funding changes, the consensus in Concord was to maintain the status quo for the time being, in part reflecting the understanding that now two education funding lawsuits are pending in Superior Court. Nonetheless, even legislators who chose to maintain the status quo will acknowledge that at some point, change is coming to our system of funding state education. We believe it is important to maintain a presence in Concord to ensure that our voices and perspectives are heard during those coming debates in the years ahead.

We are watching the fall elections closely to determine what positions the legislature eventually may take concerning state education funding. To that end, our advocates recently prepared and sent out an informational survey to all candidates for legislative office, seeking their insights and opinions on education in New Hampshire and our system of funding. In this way, we hope to better understand the perspectives of the community leaders who may be serving in Concord by December of this year.

2021 and 2022 may have been quieter than anticipated, but we fully expect 2023 and 2024 will see more action on this topic.

COALITION COMMUNITIES 2.0
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Notice of In-Person CC 2.0 Full Board and Joint Board Meeting

As noted above, please accept this **Notice of an In-Person Meeting of the Full Board and Joint Board of the Coalition Communities 2.0 scheduled for Thursday, September 22 at 2pm at the Holiday Inn, 172 North Main Street in Concord, NH.**

The agenda for this meeting will be:

1. Greetings
2. Review and approval of August Joint Board minutes (Joint Board only)
3. Communications and Legislative Update
4. Discussion of CC 2.0 MOU
5. Re-Authorization of CC 2.0 MOU to December 31, 2024
6. Other Business
7. Adjournment

IMPORTANT NOTE: Concerning Agenda item #5, we ask that you seek authority from your community governing body to re-authorize the CC 2.0 MOU in advance of our September 22 meeting. This meeting will be a pivotal moment for the CC 2.0 members who will decide whether to continue our alliance and promote our mutual interests. Please bring the attached and executed form to confirm you governing body's vote to continue participation in our organization. The attached MOU is recommended by the Joint Board to be renewed for another 2 years.

To RSVP for the September 22 meeting, please email rdubueque@bernsteinshur.com

Conclusion

As CC 2.0, we share a common desire to ensure a quality education for our children. However, we know that redistributing excess SWEPT revenues is not the answer. As a new Legislature will be seated in December and education funding lawsuits work their way through our courts, we plan to maintain our vigilance and engage on behalf of our communities. We hope to see you next month.

Very truly yours,

/s/ Mark Decoteau

Mark Decoteau, Chairman
Coalition Communities 2.0
and Waterville Valley Town Manager

COALITION COMMUNITIES 2.0
www.coalitioncommunities.com

AUTHORIZATION AND SIGNATURE

The person executing this MEMORANDUM OF UNDERSTANDING, FOR PROFESSIONAL SERVICES BETWEEN THE COALITION COMMUNITIES 2.0 (Agreement) on behalf of the Town/City of _____ represents and warrants that they have all legal authority and authorization necessary to enter into this Agreement, and that such person has been duly authorized by its City/Town Council/Board of Selectmen to execute this Agreement on behalf of the undersigned City/Town. Further, the person executing this Agreement has been duly authorize to represent and/or designate a representative of the undersigned City/Town as a member with regard to any terms contained within the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DATE: _____

CITY/TOWN OF: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

TOWN REPRESENTATIVE: _____

REP.'S EMAIL ADDRESS: _____

REP.'S MAILING ADDRESS: _____

REP.'S BEST AVAILABLE TELEPHONE: _____

MEMORANDUM OF UNDERSTANDING
FOR PROFESSIONAL SERVICES
BETWEEN THE COALITION COMMUNITIES 2.0

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by the City of Portsmouth and the Towns/Cities of ----- (hereinafter referred collectively as "Coalition Communities 2.0") and each understands and agrees to the commitments, terms, and conditions contained in this Agreement.

WHEREAS, For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as "donor" and "receiver" towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax ("SWEPT") than the state's calculation of that community's total cost of an adequate education for its students. This "excess" SWEPT was then distributed by the state to the community's whose total cost of education exceeded the amount raised in SWEPT (known as "receiver" communities).

WHEREAS, The former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the "Coalition Communities". In part, due to the advocacy and lobbying efforts of the Coalition Communities, the legislature abolished the donor/receiver education funding formula and from 2006 through the present, communities now retain the "excess" SWEPT they raise.

WHEREAS, A Commission to Study School Funding ("Commission") was created by the NH Legislature in 2019 to "review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students." RSA 193-E:2-e;

WHEREAS, The Commission's Report, issued on December 1, 2020, recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the "excess" SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates;

WHEREAS, The Commission's Report was comprehensive in its analysis of students' needs and in identifying the deficiencies in how the state fulfills its constitutional obligations to provide students with an adequate education but seriously deficient in its misplaced reliance on the broken and overburdened system of funding education through the property tax.

WHEREAS, Legislation will be introduced in 2021 that adopts in similar fashion the Commission's recommendation of a donor/receiver education funding formula, which will have a substantially negative effect on the taxpayers from newly created donor communities ("Coalition Communities 2.0");

WHEREAS, All Coalition Communities 2.0 are members of the New Hampshire Municipal Association ("NHMA"). NHMA provides advocacy and lobbying services to its members but it may not lobby on behalf of specific legislation supported or opposed by a municipality unless it is of interest to its members generally and supported by clear member-

adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. NHMA does not take a position on issues that pit one set of communities against another set of communities. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula;

WHEREAS, RSA 31:9 provides that "[t]owns may at any legal meeting authorize the employment by the selectmen of counsel in legislative matters in which the town is directly or indirectly interested, or may ratify the previous employment by the selectmen of such counsel and may grant and vote money therefor.";

WHEREAS, Education funding is a complex issue and it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19;

WHEREAS, The Coalition Communities 2.0 seek to share the cost of professional services, including but not limited to lobbying, communication, legal, and other professional services if required to advocate and educate others regarding its opposition to public policies related to the use of the property tax to fund education

THEREFORE, the Coalition Communities 2.0 enter into this Agreement for the purposes set forth above, as follows:

I. DEFINITIONS

- A. "Advocate" shall mean the individual hired to provide professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.
- B. "Agreement" shall mean this document, this Memorandum of Understanding for Professional Services Between the Coalition Communities 2.0.
- C. "Biennium" shall mean the current two-year term of the legislature beginning January, 2021 and ending December, 2022.
- D. "Coalition Communities" shall mean donor towns under prior education funding formulas.
- E. "Coalition Communities 2.0" shall mean any potential donor towns under an education funding formula that adopts the Commission's recommendation or any portion thereof that returns to a donor/receiver education funding formula. See also Member.
- F. "Commission" shall mean the Commission to Study School Funding created by RSA 193-E:2-e.
- G. "Donor communities" shall mean a community that when SWEPT is assessed

on the municipality's total equalized assessed property value, SWEPT raises more funds than the state's calculated cost of an adequate education assessed for all students. This excess SWEPT is remitted to and distributed by the state to receiver communities.

G. "Excess SWEPT" shall mean when the SWEPT is applied to the equalized property value of a town, it raises more in SWEPT than the state's calculated cost of an adequate education for all students in its community.

H. "Joint Board" shall mean the Joint Board for the Coalition Communities 2.0's Joint Board, which will be the oversight board for the Coalition Communities 2.0. This Joint Board shall not be confused with the Board of Selectmen for the individual towns that are members of the Coalition Communities 2.0.

I. "Lobbying Services" are the professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

J. "Member" shall mean a town or city that is a potential new donor town and party to this Agreement. A Member has contributed its full Assessment and is a full voting member. The Joint Board may create Associate Membership or other types of memberships for those towns who have made a contribution but not in the full amount of the suggested Assessment.

K. "Receiver Communities" shall mean a community that when SWEPT is assessed on the municipality's total equalized assessed property value, SWEPT raises less than the state's calculated cost of an adequate education for all its students. The state distributes excess SWEPT raised by donor communities to receiver communities to meet its obligation to fund an adequate education.

L. "Report" shall mean the report of the Commission entitled *Our Schools, Our Kids; Achieving Greater Equity for New Hampshire Students and Taxpayers, A Report From The Commission to Study School Funding, Submitted to the New Hampshire General Court, December 1, 2020 Relative to RSA 193-E:2-e*.

M. "SWEPT" shall mean the Statewide Education Property Tax or any other form of property tax assessed by the State of New Hampshire.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to allow the Coalition Communities 2.0 to jointly hire an advocate for professional lobbying, communication and legal services or other professional services and to share the costs associated with these services as more fully set forth in the Scope of Services attached as Exhibit A or other future contracts or Requests.

III. DURATION OF AGREEMENT

The term of this Agreement runs concurrent with the current biennium of the legislature from January, 2021 through December 31, 2022. This Agreement may be renewed for an additional two-year term by vote of the majority of the Members after receipt of authorization

from its board of selectmen or city council at its annual meeting held in July.

IV. MEMBERSHIP

The undersigned hereby organize and constitute themselves as Members of the Coalition Communities 2.0. The Members are listed in Exhibit B, which is attached and incorporated hereto. Each Member is authorized to participate by vote of its Board of Selectmen or City Council and copies of these votes are attached and incorporated as Exhibit C. Each signatory is an authorized representative of its town or city.

Members shall be limited to fifty (50). There will be an organizational meeting of the Members within 15 days of the execution of this Agreement. At the organizational meeting the Members will elect the Joint Board members as more fully described in Section V. Each Member is afforded one vote in all matters upon which require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

V. JOINT BOARD

1. Purpose of Joint Board

A. The Joint Board has the authority to enter into contracts on behalf of the Members, including but not limited to professional services contracts for lobbying, communication, legal and other professional services approved by majority vote of the Members, to hire, supervise, advise and direct the activities of the professionals hired under the terms any contract, to negotiate with respect to all matters relating to this Agreement, to request, collect, hold, accept, invest, disperse and expend funds, to approve bills and circulate documents necessary in order to keep Members informed of activities pursuant to this Agreement and conduct such other activities as the Joint Board deems necessary and proper to carry out the purposes of this Agreement.

B. The Joint Board shall have the sole authority to approve an annual operating budget, which it shall transmit to the Members.

C. Officers: Beginning with its first meeting and then annually thereafter, the Joint Board shall elect a Chair, Vice Chair and a Clerk from the members of the Joint Board. The Chair shall serve as the official spokesperson for the Members.

2. Membership of Joint Board

A minimum of five regular members of the Joint Board shall be comprised of three town/city managers and two elected officials from its Members. All Joint Board members shall be nominated at the Members' organizational meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term,

the Members will elect Joint Board members at its first meeting during the first 30 days of the second term. There are no term limits for Joint Board members. Joint Board members may be supported by appropriate staff from its community.

Joint Board members and its officers shall not be personally liable for any debt, liability or obligation of the Coalition Communities 2.0. All persons having any claim against the Coalition Communities 2.0 may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Coalition Communities 2.0.

3. Meetings:

A. Annual meetings. The Joint Board shall schedule one annual meeting of the Members during the term of this Agreement after the close of the legislative session in July.

B. Regular meetings. The Joint Board shall meet regularly at quarterly meetings or more frequently at the call of the Chair at such times and places that are mutually convenient to discuss issues of mutual concern to the Members. The Joint Board shall meet once a month with the Members while the legislature is in session. These meetings shall be held on the first Monday of every month at 11:00am. Additional meetings with Members may be scheduled either by the call of the Chair or by written request of five or more Members. The Clerk shall post proper notice of all meetings and shall record minutes pursuant to RSA 91-A:2. Attendance for purposes of quorum and voting may be by telephone or video, subject to the provision of RSA 91-A.

4. Voting and Alternates.

A. Number of Joint Board members. The membership of the Joint Board is comprised of five regular members and two alternate members.

B. Quorum. Three of the five Joint Board members in attendance at a meeting are necessary to form a quorum.

C. Majority vote. All votes will pass by simple majority.

D. Role of Alternates.

Alternate member(s) shall sit with all other Joint Board members during the meetings and may participate but may only vote if regular member can't participate on said item. If an alternate has already been appointed to sit in for a regular member, then the second alternate shall be appointed by the Chair.

If a Joint Board member has unexcused absences for 2 consecutive or 3 total meetings during the term of this Agreement, they will be deemed to have vacated their position and the Joint Board will be free to appoint an alternate as a regular member to the vacant position upon majority vote of the Joint Board. If a Joint Board member resigns or is unable

to continue to serve, the Joint Board will appoint an alternate as a regular member by majority vote of the Joint Board.

If alternates become regular members of the Joint Board, new alternates will be appointed by the Joint Board from all applicants that have been nominated by five or more Members.

VI. FINANCIAL AGREEMENT

A. **Apportionment of Cost:** The Coalition Communities 2.0 agree that they will apportion costs as follows:

Apportionments shall be assessed annually to each Member by the 30th of January (or no later than 30 days after the execution of this Agreement by all parties) of each year of the Agreement. The Apportionment may be based on each Member's percentage of the group's total equalized property value as determined by the most recent and available data from the NH Department of Revenue Administration. Once adopted, this Apportionment formula may not be amended without a majority vote of the Members. This Apportionment will take into account the contributions transferred by Members from the Claremont Coalition Account.

B. **Special Associate Member.** Special Associate Member Assessment shall be assessed by the Joint Board to Associate Members who are not parties to this Agreement and may not vote but have requested information and/or support the Coalition Communities efforts.

C. **Fiscal Agent.** The Members agree that the City of Portsmouth ("City") will be the fiscal agent for the funds described in paragraph A above. The funds will be collected by the Joint Board and held by the City for purposes set forth in this Agreement and the Request for Proposals set forth in Exhibit A. However, the Members have delegated all decisions relative to the acceptance and expenditure of funds to the authority to the Joint Board, as described more fully in section IV above

D. **Accounting for Funds.** The Joint Board with assistance from the Fiscal Agent shall provide to the Members from time to time, but at least quarterly, a formal accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.

E. **No funds will inure to the benefit of any member of the Joint Board, private individuals, or employee of municipalities subject to this Agreement except that reasonable compensation may be paid for services rendered to the Members, including but not limited to contracted services and administrative support.**

F. **Funds upon Termination.** Upon termination of this Agreement, no individual employee or member of the Joint Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of the all Members made in the year of distribution.

VII. Termination

A. **Mutual Agreement.** This Agreement may be terminated at the end of the two-year term upon mutual agreement of the Members' Boards of Selectmen and City Council. The Boards of Selectmen and City Council shall make the decision to terminate in July of the second year of the term of this Agreement.

B. **Terminate Without Penalty.**

If this Agreement is renewed for a second term, a Member wishing to withdraw from the Agreement shall give notice three months before the expiration of the initial two-year term and shall be responsible for its share of the Apportionment until the expiration of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement. This Agreement shall terminate upon completion of its two-year term if not renewed.

C. **Termination With Penalty**

A Member wishing to withdraw from the Agreement before the end of the two-year term shall be responsible for its share of the Apportionment until the completion of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.

VIII. Other

A. **Amendment:** This Agreement may be amended only by written Agreement signed by the majority of Members.

B. **City Council and Board of Selectman Approval:** All Members undersigned have received approval of this Agreement by its City Council or Board of Selectman and have been authorized to participate by votes taken on dates attached and incorporated as Exhibit C.

C. **Notices:** Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.

F. Separate Document: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

t/2021legislative//donortown/MOUandIM/mou2021

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Kenneth W. and Kristin Jautz (the "Jautzes") dispute the Town of Sunapee's (the "Town") assessment of certain real estate located within the Town at 26 Fernwood South, Sunapee, Tax Map 121, Lot 52 (the "subject property") for Tax Year 2020, and appealed the Town's assessment of to the Sullivan County Superior Court under Docket Number 220-2021-CV-00075.

WHEREAS, the Jautzes and the Town wish to resolve the tax abatement petition, the parties acknowledge and agree to the terms and conditions set forth in this Settlement Agreement and Release (the "Agreement").

NOW THEREFORE, the Jautzes and the Town hereby stipulate and agree as follows:

1. The subject property's tax card shall be revised to reflect a building quality classification of "10 Excellent 1/10." This building quality classification and associated building quality adjustment factor shall remain in place until such time as the town adopts a method of assessment that does not include, and/or includes an alternative, manner of adjustment for building quality, whether in connection with a statistical update or a town-wide revaluation, or until such time there are material physical changes to the property.

2. Notwithstanding Paragraph 1 above, the subject property shall be assessed at a total value of \$2,855,100. The agreed upon assessment values for the subject property shall remain in place until such time as the town conducts a statistical update or a town-wide revaluation, or there are material physical changes to the property.



3. Pursuant to Paragraph 2 above, the Jautzes' total property tax liability for the subject property for Tax Year 2020 is Thirty-Nine Thousand Five Hundred Fifteen Dollars and Thirty-Six Cents (\$39,515.36).

4. Where the Jautzes paid the Town Forty-Six Thousand Three Hundred Eleven Dollars and No Cents (\$46,311.00) in property taxes for the subject property for Tax Year 2020, and where the Town previously refunded the Jautzes \$188.22, the Jautzes have paid the Town an excess of Six Thousand Six Hundred Seven Dollars and Forty-Two Cents (\$6,607.42) for that tax year (the "2020 Overpaid Funds").

5. Pursuant to Paragraph 2 above, the Jautzes' total property tax liability for the subject property for Tax Year 2021 is Thirty-Eight Thousand Nine Hundred Fifteen Dollars and Seventy-Eight Cents (\$38,915.78).

6. Where the Jautzes paid the Town Forty-Five Thousand Four Hundred Twenty-Three Dollars and No Cents (\$45,423.00) in property taxes for the subject property for Tax Year 2021, the Jautzes have paid the Town an excess of Six Thousand Five Hundred Seven Dollars and Twenty-Two Cents (\$6,507.22) for that tax year (the "2021 Overpaid Funds").

7. The Town shall issue to the Jautzes a refund in the amount of Thirteen Thousand One Hundred Fourteen Dollars and Sixty-Four Cents (\$13,114.64), which amount represents the sum of the 2021 Overpaid Funds and the 2022 Overpaid Funds. This refund shall be issued with 6% statutory interest and within thirty (30) days of this fully executed Settlement Agreement and Release.

8. To the extent that the Jautzes have paid the Town an amount in excess of their property tax liability for the subject property for the first half of Tax Year 2022, the Town shall

retain those excess funds and credit them against the actual property taxes for the subject property for the second half of the 2022 Tax Year.

9. Within thirty (30) days of the execution of this Agreement, the parties shall cause Neither Party Docket Markings to be filed in the action pending in the Sullivan County Superior Court, Docket No. 220-2021-CV-00075. The Docket shall be marked "Neither party. No fees. No costs. No interest. No further action for the same cause."

10. This Agreement is not an admission by either party as to the proper valuation of the property.

11. The Town knowingly and voluntarily releases and forever discharges the Jautzes, and their agents, representatives, attorneys, professional advisors, consultants, successors, and assigns (collectively, separately, and severally, the "Jautz Releasees") from any and all direct and indirect claims, demands, actions, causes of action, suits, proceedings, liabilities, damages, debts, dues, expenses, and judgments of every type and description whatsoever, whether past, present or future, foreseen or unforeseen, known or unknown, asserted or unasserted, of any kind, nature or description, whether based upon statutory, injunctive or equitable relief, that the Town and/or its agents, representatives, employees, officers, directors, managers, attorneys, professional advisors, consultants, affiliates, successors, and assigns, had, have or may have against the Jautz Releasees from the beginning of the world to the date of this Settlement Agreement and Release for or arising from or relating to the Jautzes' municipal property tax assessments or property tax bills for tax years 2020 and 2021, including without limitation, statutory, legal, equitable, or other relief and attorney's fees and costs, excepting only any claim for enforcement of this Settlement Agreement and Release.

12. The Jautzes knowingly and voluntarily release and forever discharge the Town and its agents, representatives, employees, officers, directors, managers, attorneys, professional advisors, consultants, affiliates, successors, and assigns (collectively, separately, and severally, the "Town Releasees") from any and all direct and indirect claims, demands, actions, causes of action, suits, proceedings, liabilities, damages, debts, dues, expenses, and judgments of every type and description whatsoever, whether past, present or future, foreseen or unforeseen, known or unknown, asserted or unasserted, of any kind, nature or description, whether based upon statutory, injunctive or equitable relief, that the Jautzes or their respective agents, representatives, attorneys, professional advisors, consultants, successors, and assigns, had, have or may have against the Town Releasees from the beginning of the world to the date of this Settlement Agreement and Release for or arising from or relating to the Jautzes' municipal property tax assessments or property tax bills for tax years 2020 and 2021, including without limitation, statutory, legal, equitable, or other relief and attorney's fees and costs, excepting only any claim for enforcement of this Settlement Agreement and Release.

13. The parties agree to use good faith to implement this Settlement Agreement and Release and to resolve any disputes arising hereunder.

14. Each party will be responsible for its attorney's fees, expenses, and costs incurred in connection with negotiation of this Settlement Agreement and Release.

15. Each party represents and warrants that it has full power and authority to enter into and perform this Settlement Agreement and Release, and each individual signing this Settlement Agreement and Release on behalf of a party expressly represents and warrants that he or she has full power and authority to sign on behalf of such party.

16. In entering into this Settlement Agreement and Release, the parties acknowledge that they have consulted with their respective counsel and have executed this Settlement Agreement and Release voluntarily, knowingly, and without any undue influence or duress.

17. This Settlement Agreement and Release is to be governed and enforced under the laws of the State of New Hampshire.

18. The parties agree that this Settlement Agreement and Release is a full, final and complete expression of the parties' agreement on tax assessment and exemption issues with respect to the 2020 and 2021 tax years and until such time as the town conducts a statistical update or a town-wide revaluation, or there are material physical changes to the property.

19. This Settlement Agreement and Release may be executed electronically and in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, without production of the others. Signatures sent by facsimile or by electronic mail shall constitute and be binding to the same extent as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

A handwritten signature, possibly reading 'S', is located in the bottom right corner of the page.

THE PARTIES REPRESENT THAT THEY HAVE COMPLETELY READ THE FOREGOING AGREEMENT, THAT THEY FULLY UNDERSTAND THE TERMS AND CONDITIONS OF SUCH AGREEMENT AND THAT THEY ARE VOLUNTARILY EXECUTING THE SAME. IN ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE WITH THE EXCEPTION OF THE CONSIDERATION DESCRIBED IN THIS DOCUMENT.

Dated: _____

Kristin Jautz

Dated: _____

Kenneth Jautz

Dated: _____



By: Shannon Martinez, Town Manager
Duly Authorized for the Town of Sunapee

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:

Sunapee High School

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

Sean Moynihan

Name of Duly Authorized:

Mailing Address: 10 North Rd

Sunapee NH 03782

Daytime Phone: 603-763-5615 Evening Phone: 603-504-2703

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

Event Date: 9/30 Time: From: 8:00 To: 9:30

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 Bonfire

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 _____ # of people and _____ # of vehicles attending our event.

Signature of Responsible Individual

Date

9/30/22

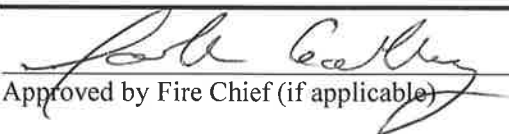

Approved by Chief of Police

9/30/22
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)

9/30/22
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**



TOWN OF SUNAPEE
23 Edgemont Road
Sunapee, New Hampshire 03782-0717
Phone: (603) 763-2212 Fax: (603) 763-4925

Non-Attest Services Draft Approval

By our signatures below we acknowledge receipt of the following information for the **Town of Sunapee** for the fiscal year ended **December 31, 2021**:

- Draft of the audited financial statements and related footnote disclosures.
- Trial balances including government-wide and adjusting journal entries for all funds trial balances and other conversion trial balances.
- Copies of our workpapers prepared for reporting purposes of the liabilities, deferred outflows and inflows of resources related to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, and GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which were prepared using the actuarial reports from the Town's contracted actuary and New Hampshire Retirement System actuary.
- Completion of the State of New Hampshire's Form MS-535 which was prepared using the audited trial balance of the general fund.

We have received the above information, have reviewed it, and understand the information presented and accept and take responsibility for the information therein.

Signature: _____

Printed Name: Josh Trow

Title: _____

Date: _____

Signature: 

Printed Name: Shannon Martinez

Title: Town Manager

Date: NOV 08 2021 — Present



Sunapee Summary Inventory of Valuation

Reports Required: RSA 21-J:34 as amended, provides for certification of valuations, appropriations, estimated revenues and such other information as the Department of Revenue Administration may require upon reports prescribed for that purpose.

Note: The values and figures provided represent the detailed values that are used in the city/towns tax assessments and sworn to uphold under Oath per RSA 75:7.

For assistance please contact:
NH DRA Municipal and Property Division
(603) 230-5090
<http://www.revenue.nh.gov/mun-prop/>

Assessor
KRISTEN MCALLISTER

Municipal Officials		
Name	Position	Signature
Joshua Trow, Chair		
Suzanne Gottling, Vice-Ch		
Frederick C. Gallup		
Jeremy Hathorn		
Carol Wallace		

Preparer		
Name	Phone	Email
KRISTEN MCALLISTER	763-2212	assessor2@nl-nh.com

Preparer's Signature



New Hampshire
Department of
Revenue Administration

2022
MS-1

Land Value Only		Acres	Valuation	
1A	Current Use RSA 79-A	6,559.00	\$463,012	
1B	Conservation Restriction Assessment RSA 79-B	0.00	\$0	
1C	Discretionary Easements RSA 79-C	0.00	\$0	
1D	Discretionary Preservation Easements RSA 79-D	0.00	\$0	
1E	Taxation of Land Under Farm Structures RSA 79-F	0.00	\$0	
1F	Residential Land	4,561.21	\$715,414,700	
1G	Commercial/Industrial Land	241.14	\$14,870,300	
1H	Total of Taxable Land	11,361.35	\$730,748,012	
1I	Tax Exempt and Non-Taxable Land	1,380.19	\$18,698,100	
Buildings Value Only		Structures	Valuation	
2A	Residential	0	\$693,535,800	
2B	Manufactured Housing RSA 674:31	0	\$1,637,700	
2C	Commercial/Industrial	0	\$31,910,300	
2D	Discretionary Preservation Easements RSA 79-D	0	\$0	
2E	Taxation of Farm Structures RSA 79-F	0	\$0	
2F	Total of Taxable Buildings	0	\$727,083,800	
2G	Tax Exempt and Non-Taxable Buildings	0	\$36,315,500	
Utilities & Timber			Valuation	
3A	Utilities		\$25,323,000	
3B	Other Utilities		\$0	
4	Mature Wood and Timber RSA 79:5		\$0	
5	Valuation before Exemption		\$1,483,154,812	
Exemptions		Total Granted	Valuation	
6	Certain Disabled Veterans RSA 72:36-a	1	\$1,696,400	
7	Improvements to Assist the Deaf RSA 72:38-b V	0	\$0	
8	Improvements to Assist Persons with Disabilities RSA 72:37-a	0	\$0	
9	School Dining/Dormitory/Kitchen Exemption RSA 72:23-IV	0	\$0	
10A	Non-Utility Water & Air Pollution Control Exemption RSA 72:12	0	\$0	
10B	Utility Water & Air Polution Control Exemption RSA 72:12-a	0	\$0	
11	Modified Assessed Value of All Properties		\$1,481,458,412	
Optional Exemptions		Amount Per	Total	Valuation
12	Blind Exemption RSA 72:37	\$15,000	0	\$0
13	Elderly Exemption RSA 72:39-a,b	\$0	2	\$110,000
14	Deaf Exemption RSA 72:38-b	\$0	0	\$0
15	Disabled Exemption RSA 72:37-b	\$0	0	\$0
16	Wood Heating Energy Systems Exemption RSA 72:70	\$0	0	\$0
17	Solar Energy Systems Exemption RSA 72:62	\$0	0	\$0
18	Wind Powered Energy Systems Exemption RSA 72:66	\$0	0	\$0
19	Additional School Dining/Dorm/Kitchen Exemptions RSA 72:23	\$0	0	\$0
19A	Electric Energy Storage Systems RSA 72:85	\$0	0	\$0
19B	Renewable Generation Facilities & Electric Energy Systems	\$0	0	\$0
20	Total Dollar Amount of Exemptions			\$110,000
21A	Net Valuation			\$1,481,348,412
21B	Less TIF Retained Value			\$0
21C	Net Valuation Adjusted to Remove TIF Retained Value			\$1,481,348,412
21D	Less Commercial/Industrial Construction Exemption			\$0
21E	Net Valuation Adjusted to Remove TIF Retained Value and Comm/Ind Construction			\$1,481,348,412
22	Less Utilities			\$25,323,000
23A	Net Valuation without Utilities			\$1,456,025,412
23B	Net Valuation without Utilities, Adjusted to Remove TIF Retained Value			\$1,456,025,412



Utility Value Appraiser

assessor /company/formula

The municipality **DOES NOT** use DRA utility values. The municipality **IS NOT** equalized by the ratio.

Electric Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
NEW HAMPSHIRE ELECTRIC COOP	\$2,185,100		\$0	\$0	\$2,185,100
PSNH DBA EVERSOURCE ENERGY	\$14,833,282		\$0	\$8,304,618	\$23,137,900
	\$17,018,382		\$0	\$8,304,618	\$25,323,000



New Hampshire
Department of
Revenue Administration

2022
MS-1

Veteran's Tax Credits	Limits	Number	Est. Tax Credits
Veterans' Tax Credit RSA 72:28	\$500	115	\$57,000
Surviving Spouse RSA 72:29-a	\$700	0	\$0
Tax Credit for Service-Connected Total Disability RSA 72:35	\$2,000	6	\$12,000
All Veterans Tax Credit RSA 72:28-b	\$500	9	\$4,500
Combat Service Tax Credit RSA 72:28-c	\$0	0	\$0
		130	\$73,500

Deaf & Disabled Exemption Report

Deaf Income Limits	
Single	\$0
Married	\$0

Deaf Asset Limits	
Single	\$0
Married	\$0

Disabled Income Limits	
Single	\$0
Married	\$0

Disabled Asset Limits	
Single	\$0
Married	\$0

Elderly Exemption Report

First-time Filers Granted Elderly Exemption for the Current Tax Year

Age	Number
65-74	0
75-79	0
80+	0

Total Number of Individuals Granted Elderly Exemptions for the Current Tax Year and Total Number of Exemptions Granted

Age	Number	Amount	Maximum	Total
65-74	1	\$35,000	\$35,000	\$35,000
75-79	0	\$55,000	\$0	\$0
80+	1	\$75,000	\$75,000	\$75,000
	2		\$110,000	\$110,000

Income Limits	
Single	\$25,000
Married	\$34,000

Asset Limits	
Single	\$75,000
Married	\$75,000

Has the municipality adopted an exemption for Electric Energy Systems? (RSA 72:85)

Granted/Adopted? No

Properties:

Has the municipality adopted an exemption for Renewable Gen. Facility & Electric Energy Storage? (RSA 72:87)

Granted/Adopted? No

Properties:

Has the municipality adopted Community Tax Relief Incentive? (RSA 79-E)

Granted/Adopted? Yes

Structures: 0

Has the municipality adopted Taxation of Certain Chartered Public School Facilities? (RSA 79-H)

Granted/Adopted? No

Properties:

Has the municipality adopted Taxation of Qualifying Historic Buildings? (RSA 79-G)

Granted/Adopted? No

Properties:

Has the municipality adopted the optional commercial and industrial construction exemption? (RSA 72:76-78 or RSA 72:80-83)

Granted/Adopted? No

Properties:

Percent of assessed value attributable to new construction to be exempted:

Total Exemption Granted:

Has the municipality granted any credits under the low-income housing tax credit tax program? (RSA 75:1-a)

Granted/Adopted? No

Properties:

Assessed value prior to effective date of RSA 75:1-a:

Current Assessed Value:



Current Use RSA 79-A	Total Acres	Valuation
Farm Land	493.52	\$130,288
Forest Land	4,773.04	\$288,691
Forest Land with Documented Stewardship	629.08	\$32,944
Unproductive Land	249.45	\$4,097
Wet Land	413.91	\$6,992
	6,559.00	\$463,012

Other Current Use Statistics

Total Number of Acres Receiving 20% Rec. Adjustment	Acres:	3,622.90
Total Number of Acres Removed from Current Use During Current Tax Year	Acres:	24.96
Total Number of Owners in Current Use	Owners:	163
Total Number of Parcels in Current Use	Parcels:	235

Land Use Change Tax

Gross Monies Received for Calendar Year		\$29,560
Conservation Allocation	Percentage: 50.00%	Dollar Amount: \$0
Monies to Conservation Fund		\$14,780
Monies to General Fund		\$14,780

Conservation Restriction Assessment Report RSA 79-B

	Acres	Valuation
Farm Land	0.00	\$0
Forest Land	0.00	\$0
Forest Land with Documented Stewardship	0.00	\$0
Unproductive Land	0.00	\$0
Wet Land	0.00	\$0
	0.00	\$0

Other Conservation Restriction Assessment Statistics

Total Number of Acres Receiving 20% Rec. Adjustment	Acres:	0.00
Total Number of Acres Removed from Conservation Restriction During Current Tax Year	Acres:	
Owners in Conservation Restriction	Owners:	0
Parcels in Conservation Restriction	Parcels:	0



Discretionary Easements RSA 79-C	Acres	Owners	Assessed Valuation
	0.00	0	\$0

Taxation of Farm Structures and Land Under Farm Structures RSA 79-F				
Number Granted	Structures	Acres	Land Valuation	Structure Valuation
0	0	0.00	\$0	\$0

Discretionary Preservation Easements RSA 79-D				
Owners	Structures	Acres	Land Valuation	Structure Valuation
0	0	0.00	\$0	\$0

Map	Lot	Block	%	Description
This municipality has no Discretionary Preservation Easements.				

Tax Increment Financing District	Date	Original	Unretained	Retained	Current
This municipality has no TIF districts.					

Revenues Received from Payments in Lieu of Tax	Revenue	Acres
State and Federal Forest Land, Recreational and/or land from MS-434, account 3356 and 3357	\$0.00	0.00
White Mountain National Forest only, account 3186		0.00

Payments in Lieu of Tax from Renewable Generation Facilities (RSA 72:74)	Amount
This municipality has not adopted RSA 72:74 or has no applicable PILT sources.	

Other Sources of Payments in Lieu of Taxes (MS-434 Account 3186)	Amount
This municipality has no additional sources of PILTs.	

Notes

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Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY Division of Homeland Security and Emergency Management

www.nh.gov/hsem



Robert M. Buxton
Director

September 30, 2022

Howard Sargent, Emergency Management Director
Town of Sunapee
9 Sargent Road
Sunapee, NH 03782

SUBJECT: Closeout of EMPG Grant Award - FFY 2019 - CFDA # 97.042
Sub-Recipient Project: Town of Sunapee – LEOP Update
Amount of Award: \$4,000.00
Amount of Award Claimed: \$4,000.00
Record Retention Date: 12/29/2025

Dear Director Sargent:

This letter is to inform you that the NH Division of Homeland Security & Emergency Management (HSEM) has received, reviewed, and approved the final narrative and financial reports on the above Subject grant, as applicable. All administrative actions and project deliverables have been completed for the Town of Sunapee for the performance period of October 1, 2018 to September 30, 2022.

Your request for reimbursement was processed and a final payment in the amount of \$4,000.00 was issued on September 27, 2022, leaving a balance of \$0.00.

We have officially closed this grant in accordance with the general closeout principles and guidance in the State of New Hampshire Department of Safety, Division of Homeland Security & Emergency Management's Emergency Management Performance Grant (EMPG) Program. Please note that the closeout of this grant does not affect the right to disallow costs and recover funds on the basis of a later audit or other review, nor the sub-recipients obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Sub-recipients are required to retain grant records and documentation for a period of three (3) years from the State's submission of the final expenditure report to the Federal Emergency Management Agency (FEMA) - please refer to the above Record Retention Date.

If you have any questions regarding this final closeout, please contact me at (603) 223-3686 or nhempgprogram@dos.nh.gov. Thank you for your participation in the EMPG Program!

Sincerely,

Sarah K. Osborne
EMPG Program Manager

Septic System Rules to Protect Water Quality and Human Health

Problems that can result from septic systems

- Septic systems that are poorly designed and improperly maintained are known to contaminate drinking water, wells and surface waters such as lakes and rivers.
- Contaminants released from septic systems include bacterial and viral pathogens, pharmaceuticals, and nutrients including phosphorus and nitrogen. These contaminants have negative consequences for human health.
- Nutrients added to lakes, rivers and streams can also lead to algal and cyanobacteria blooms, further reducing water quality, impacting human health, and disrupting important ecosystem processes.
- Excessive levels of phosphorus have already resulted in the impaired status of 65 lakes in New Hampshire.
- While failing septic systems result in conditions that are obvious (soggy lawns and sewage backed up in basements), poorly maintained systems can leak effluent in ways that are not always apparent to property owners.

Current state of affairs regarding septic systems in Sunapee, NH

- Currently, approximately 40% of Sunapee residents rely on septic systems for wastewater disposal.
- If a septic system fails, municipal health officers can require a remedy within 90 days under RSA 128:5.
- Property owners with septic systems are required “to operate and maintain said system in such a manner as to prevent a nuisance or potential health hazard due to failure of the system” under RSA 485-A:37. However, the frequency and manner of maintenance are not specified, and the burden is placed on “the department or its duly authorized agents” to perform the necessary inspections and evaluations to determine if these criteria are being met.
- For all practical purposes, the current RSA’s regarding septic systems are only enforceable *after* a problem has occurred and contaminants have already been released.
- We propose adopting rules that would more effectively *prevent* the contamination of surface and groundwater by septic system sewage and effluent.

Frequently Asked Questions Regarding Septic System Regulations

What are normal practices regarding the frequency of septic maintenance in other geographies? Required septic pump outs, usually every 3 years, are standard law in many critical watersheds. For example, that is the law if you are in the New York City watershed, or in the watershed of the Delaware Water Basin, or, in New York state, if your lake has been designated as an impaired lake.

Is 3 years the norm? While some authorities require or recommend annual or bi-annual maintenance, the most common is a recommendation that septic systems be inspected and pumped at least once every 3 years.

What about seasonal properties, single occupancies, or other sparse usage instances? Many authorities allow an appeal process for such situations with an allowance for frequency of maintenance to be dropped to as little as once every 7 years.

Do new septic systems require inspection in NH? Yes. Currently NHDES inspects septic system installations when they are approximately 90% complete.

Does the Town of Sunapee have the authority to regulate the maintenance of septic systems? Yes. NH RSA 147:10 grants municipal health officers, with the approval of the Board of Selectmen (NH RSA 147:1), authority to adopt regulations that will ensure that wastewater disposal systems shall not be a nuisance or injurious to public health. NHDES has required approved plans, inspection and operational approval for all subsurface systems since 1971 and since 1967 within 1000 ' of a lake.

Are there any rules around the sale of a property with a septic system? In most of New Hampshire, no. But many watersheds, states, and municipalities require the testing and certification of a septic system **prior** to allowing the sale to go through, or prior to occupancy. Normally, a part of that process is to assess the likely load on the system based upon the number of bedrooms. This theoretical load is then measured against associated guidelines and required to be brought into compliance. Such guidelines, based on the number of bedrooms, currently exist and are being used by NHDES for new septic systems. An out-of-state example of required compliance would be that, in Massachusetts, Title V requires inspection at time of property transfer.

Could septic system evaluations be required when a building permit is sought for any work on a structure, whether involving increase in load or not? The NH Shoreland Septic System Study Commission says yes. This would be an opportune time to locate and assess septic systems but would require involvement of local building inspectors or code enforcement officers.

Can proper septic maintenance really make a difference? Yes. While it may be difficult to precisely calculate the phosphorus load into NH lakes from septic systems (as opposed to other non-point sources), there have been measurable reductions in phosphorus levels – and

improvement in overall water quality - in several lakes where there have been systematic efforts to identify and upgrade problematic septic systems.

How much does a home septic inspection cost? Typically, between \$400 and \$700.

Are there ways to help families for whom proper septic maintenance presents a real financial challenge? Some NH watershed associations with existing watershed management plans have been able to assist homeowners with 319 grant funds. Some states, including New York and Rhode Island, have revolving loan funds and/or grant programs available to defray some of the cost of system replacement and advanced treatment.

Is there a certification for septic maintenance providers in NH? Yes. Certification is available through the NH Office of Professional License and Certification in Concord.

Do you have any exemplary success stories? Yes. The Town of Putnam Valley, NY, adopted a Septic Tank Pump-Out Regulation in 2016 (<https://ecode360.com/31537445>). Roaring Brook Lake resides entirely within Putnam Valley and was having a decline in water quality that they believed was due, in large part, to poorly maintained septic systems. In 2017, the first year that the septic pump-out law went into effect, 80% of the homes around Roaring Brook Lake pumped. The quality of the water in the lake improved dramatically.

Have any NH towns adopted regulations that might help Sunapee move forward in this process? Great question! There is a lot of activity in this area by many towns in NH, so there is much to borrow from. Chesterfield (home to troubled Spofford Lake) seems to have done a particularly good job in their 2021 regulations, and several other towns are modeling their regulations after those. We will go into more details about this in what follows.

Proposed Septic Rules for the Town of Sunapee

NH RSA 147:10 grants municipal health officers, with the approval of the Board of Selectmen (NH RSA 147:1), authority to adopt regulations that will ensure that wastewater disposal systems shall not be a nuisance or injurious to public health. To protect public health and the quality of groundwater and surface water, and to minimize malfunctions of wastewater treatment (septic) systems, LSPA recommends adoption by the Town of Sunapee of the following rules, which would apply to wastewater treatment systems located wholly or in part within the Town.

Maintenance

Regular maintenance including inspection and pumping every three years, submittal of certificate documenting same by owner. A copy of a receipt from any qualified septic tank pumping service will be evidence the requirement has been met.

Sale of Property

Both a site assessment and septic system evaluation before a property is sold or transferred, with the relevant reports disclosed to prospective buyers. These reports should also be provided to the municipality and NHDES.

Construction

Prior to any renovations or building, the owner shall provide evidence to the Code Compliance Officer that septic facilities are adequate for both units according to the standards of the Town and the NHDES. (Reference: Exeter)

Site assessments by NH certified septic designer for new construction.

Require septic system evaluation by the Code Compliance Officer when a building permit is sought for any work on a structure, whether involving increase in load or not. (Reference: NH Study 2020)

Change of Use

Prior to commencing any modification, additions, replacement, or use of any structure, including the conversion or occupancy of a seasonal dwelling to a year-round dwelling, which may result in any increase in the load on a sub-surface sewage disposal system, the owner of the residence shall provide documentation to demonstrate that the existing septic system is capable of handling the increased usage, or else a state approved septic system will be installed. (Reference: Harrisville)

If insufficient capacity is determined for the proposed occupancy, use, or loading, a new wastewater disposal system design shall be required by both the Town prior to the issuance of any permits. (Reference: Amherst)

Short Term Rental Property

Short Term Rentals on septic systems must show their occupant load does not exceed the capacity of their septic system. Either a State of NH ISDS Permit showing approval for the proposed occupant load or a letter from a NH Licensed Septic Inspector stating the septic system is appropriately sized for the proposed occupant load are acceptable proof. (Reference: Conway).

System Failure

Installation of a replacement NHDES approved wastewater disposal systems required by any of the following conditions.

- Where the System is in failure.
- Where a new Building permit application to increase the number of bedrooms beyond the operational approval limits on file with NHDES.
- Where there is no valid prior approval and existing system does not meet system evaluation and certification requirements.
- Where there is no valid prior approval and upon sale or transfer of property, operating approval of a replacement system is required prior to occupancy. (Reference: Chesterfield)

Costs and Penalties

\$25 to be paid to the town with each septic evaluation and certification report.

Violation and Penalties: \$100 for each month a required septic evaluation and certification report is late unless property use is discontinued. Violation of any other provision of these regulations with written notice providing a reasonable time limit (up to but not more than 180 days) for the satisfactory correction. Systems in failure require immediate corrective action approved by the health officer before further use. Assessment of a civil penalty of \$100 per day for each day the violation continues after notification. The town may petition the Superior court for an injunction and an award of attorney fees. (Reference: Chesterfield)

Funding

For property owners who are unable to afford septic system evaluations or to upgrade or replace underperforming ones, there are several possible sources of financial support. These include Clean Water Act 319 grant funds from watershed associations with existing watershed management plans, (future) state-sponsored revolving loan funds and/or grant, municipal bonds and private donations.

Waivers

Replacement of septic systems on non-conforming grandfathered lots and allowance of property owners to continue using pre-1967 waste disposal systems not in failure. Holding tanks where not practical to install a septic system. (Reference: NH Study 2020)

Owners of residential properties occupied by two or fewer people and owners of properties only used seasonally may apply for a waiver of the three-year maintenance and inspection

requirement. A waiver may be granted after review of water consumption records and determination less frequent pumping is warranted. No waivers of maintenance intervals of more than seven years. No waivers are granted for properties within the Shoreland Protection Overlay District or non-residential properties, including short-term rentals. (Reference: Rye)

When septic system regulations would impose an unnecessary hardship upon an applicant proposing to repair or replace an existing wastewater disposal system, requirements may be waived so as to provide reasonable and functioning facilities. In all other instances, requests for waivers from specific requirements of this ordinance must be approved by the Town. Prior to granting a waiver, the Town shall find, that strict conformity would pose an unnecessary hardship to the applicant; and the granting of the waiver will not be contrary to the spirit and intent of this ordinance; or specific circumstances relative to the property in question or special conditions inherent in the property itself indicates the waiver will properly carry out the spirit and intent of this ordinance. (Reference: Amherst)

Adoption

Residences having septic pumped within three years of enactment of the regulation can submit documented proof of pumping with a valid receipt for the service. (Rye)

Within 36 months of the adoption of this regulation, the property owner must provide the Town with a paid receipt from the septic contractor, stating the lot owner's name, the street address and Tax Map designation of the lot, the pump-out date; and the inspector's report of any observed functional irregularities and/or deficiencies in the system and recommendations, if any, for additional maintenance and/or remediation. (Reference: Roaring Brook, NY)

For short-term rentals, this requirement must be adhered to within twelve months of the adoption of regulation.

Respectfully submitted,

Elizabeth B. Harper, PhD
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Additional Resources

EPA Septic System Information

<https://www.epa.gov/septic>

New Hampshire Department of Environmental Services – Septic

<https://www.des.nh.gov/land/septic-systems>

New Hampshire Shoreland Septic System Study Commission Final Report October 30, 2020

<https://www4.des.state.nh.us/blogs/lmac/wp-content/uploads/2020/11/2020-10-30-NHShorelandSepticSSC-Final-Report.pdf>