

SUNAPEE BOARD OF SELECTMEN  
MEETING AGENDA  
7:00PM Town Office Meeting Room  
Tuesday December 27, 2022  
Join us on Zoom: <https://us06web.zoom.us/j/83386192215>

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

2. APPOINTMENTS

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Finalize Warrant Articles
- Encumbrances
- Sick Bank Policy Memo
- Authorize Town Manager to expend \$7,994.00 in assessment fees for Coalition  
Commission Legal and Lobbying fees

5. TOWN MANAGER REPORTS

- Coalition Commission Update
- NHRS Repayment
- Sunapee Wastewater Treatment Facility has been selected as a recipient of the 2022  
Regional Wastewater Treatment Plant Operation and Maintenance Excellence  
Award
- Upcoming Board of Selectmen Meetings

6. CHAIRMAN'S REPORT

7. UPCOMING MEETINGS:

- 12/28-5:00PM-Energy Committee Meeting
- 1/4-7:00PM-Conservation Commission
- 1/5-6:30PM-Zoning Board

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

## COALITION COMMUNITIES 2.0

### JOINT BOARD

Mark Decoteau, Town of Waterville Valley, Chair  
Paul Deschaine, Town of Newington, Vice-Chair  
Shaun Mulholland, City of Lebanon, Secretary  
Rich James, Town of Hebron, Member  
Terry Murphy, Town of Bridgewater, Member  
Shannon Martinez, Town of Sunapee, Alternate

December 6, 2022

**Re: Coalition Update from the Joint Board**

Dear Coalition Members,

I am writing to update you on recent events affecting our group and provide you with information as you enter your municipal budget process. I will begin with an update on activities which have occurred since our last full board meeting in September.

In mid-October the Joint Board was made aware of changes in the Rand vs. State of New Hampshire legal case (Rand). An injunctive relief pleading was filed at the Grafton County Superior Court. After discussing possible ramifications with legal counsel, the Joint Board decided to file a motion to intervene in the case. The Grafton County judge recused himself from the case as he is a property owner in Lebanon and the case was reassigned to Rockingham Superior Court. On November 28, our Counsel participated in a hearing on both a Temporary Restraining Order, and whether our group would be granted intervenor status in the case to participate in matters related to the Statewide Education Property Tax (SWEPT) system. We were just notified today that the judge denied the injunction relief and granted our group intervenor status on the SWEPT issue.

As we moved into the recent election season, Bernstein Shur notified us that they did not wish to extend their service agreement with our group for the 2023-2024 Legislature. The Joint Board interviewed and selected the Sheehan Phinney Capital Group (SPCG) for the 2023-2024 Legislative sessions effective December 1<sup>st</sup>. Given the very tight balance of power in the House, and the upcoming budget process, it is beneficial to have SPCG available to monitor legislation and advocate our position on the SWEPT system. The Sheehan Phinney Bass & Green (SPBG) is providing our legal services related to the Rand case providing an integrated team for any necessary public communications needs.

The documents we have enclosed are required to renew our membership agreements through the 2023-2024 Biennium. The first document is a revised Memorandum of Understanding (MOU). The Joint Board has edited the agreement to reflect new dates and correct some administrative issues we noted during the past two years. One notable change is the scheduling of our Annual Meeting to the month of September instead of July.

The other document is a revised budget and community assessment list for 2023 and 2024. Advocacy and communications costs are the same as budgeted in 2021 and 2022. The budget is higher than the previous Biennium due to the need for current and anticipated legal fees related to the Rand case. The increase in anticipated legal costs means that community assessments will increase during the upcoming year and maybe into 2024 as well. We will continue to evaluate the legal process and make sure that we do not spend any more than necessary to defend our position on SWEPT. Should the legal process become more involved than we project right now, we will call a full board meeting to review our options with the entire membership. We are coordinating with the Portsmouth Finance Office to send out assessment invoices soon for payment during 2023.

We request that your community review and approve the updated MOU. Please return a signed copy of the authorization sheet (Exhibit C) electronically to the Joint Board Secretary Shaun Mulholland ([Shaun.Mulholland@lebanonnh.gov](mailto:Shaun.Mulholland@lebanonnh.gov)) at your earliest convenience.

All members are always welcome to attend Joint Board monthly meetings in person or electronically. We appreciate your input on the legislative and legal matters to ensure that we are representing the interests of our members thoroughly and appropriately.

We look forward to continuing to make our position on the use of SWEPT for education funding very clear to legislators and decision makers and protecting our communities from the negative effects of this funding model. If you have any immediate questions or concerns, please do not hesitate to contact me via email at [wvmanager@watervillevalley.org](mailto:wvmanager@watervillevalley.org) or on my cell phone at (603) 254-8303.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Decoteau", with a horizontal line extending to the right.

Mark Decoteau

Town Manager

Town of Waterville Valley, NH

Chair, Coalition Communities 2.0

**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 listed in Exhibit B as may be updated from time to time (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 and possibly subsequent years 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 two-year term of the legislature.

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.

H. "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.

I. "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.

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

K. "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.

L. "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.

M. "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*.

N. "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, 2023 through December 31, 2024. 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 prior to termination.

#### 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 upon renewal as described in Section III 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 before its first meeting during the first 30 days of the renewed 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.

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, as publicly noticed to the members. 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 no later than the 30<sup>th</sup> of June 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 September of the second year of the term of this Agreement.

B. **Terminate Without Penalty.**

If this Agreement is renewed for a additional term, a Member wishing to withdraw from the Agreement shall give notice three months before the expiration of the 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.

## **Exhibit A**

### **COALITION COMMUNITIES 2.0**

**[www.coalitioncommunitiesnh.com](http://www.coalitioncommunitiesnh.com)**

**C/O Bernstein Shur, Attn.: Jim Merrill  
Jefferson Mill Bldg., 670 N. Commercial St., Suite 108  
P.O. Box 1120  
Manchester, NH 038105-1120**

### **REQUEST FOR PROPOSALS BY INVITATION PROFESSIONAL LOBBYING SERVICES**

Proposals will be accepted until **September 9, 2022 by 3 pm.**

A coalition of similarly situated municipalities have created an association of communities called the “Coalition Communities 2.0” to engage an individual or organization to provide lobbying, legal, and/or communication services, which tracks and respond to legislative initiatives during the 2023-2024 Legislative session relative to public school funding as more fully described in SCOPE OF WORK.

Questions may be addressed to Jim Merrill at (603) 665-8853.

The Coalition Communities 2.0 through its representatives on the Joint Board reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept and negotiate any terms of a proposal that may be in the best interest of the Coalition Communities 2.0 with which it will be working.

### **SCOPE OF WORK**

***OBJECTIVE:*** The Coalition Communities 2.0 seek to enter into an independent contractor relationship with an individual or organization to provide three (3) tiers of services to include lobbying, legal, and/or communication services for the legislative years 2023-2024.

***BACKGROUND:*** 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 communities whose cost of an adequate education exceeded the amount raised in SWEPT (known as “receiver” communities). Portsmouth, along with other donor towns, worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities”

A Commission to Study School Funding (“Commission”) was created by the Legislature in 2019. On December 1, 2020, the Commission issued its final report which recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess state education property tax to remit the “excess” to the state for redistribution to towns whose cost of an adequate education is more than the state education property tax the town generates. While the Commission did a thorough job in assessing students’ educational needs throughout the state, it failed to adequately address how those needs should be funded by improperly relying on the historically overburdened property tax to fund education. (for further details see: [https://carsey.unh.edu/school-funding?utm\\_source=email&utm\\_medium=lmnm&utm\\_campaign=carsey-research](https://carsey.unh.edu/school-funding?utm_source=email&utm_medium=lmnm&utm_campaign=carsey-research))

Education funding is a complex issue and it would be unduly burdensome and costly for each potential donor town to separately track, advocate, and lobby in opposition to education funding legislation that supports a donor/receiver model. A group of donor towns, called the Coalition Communities 2.0 has formed to pool resources for professional services as more fully set forth below. (See Exhibit I—the organizing Memorandum of Understanding)

***BASIC SERVICES:*** Responsibilities of the Lobbyist/Advocate: To represent the interests of the Coalition Communities 2.0 before the New Hampshire General Court during the 2023-2024 biennium. Specifically, the Lobbyist/Advocate shall advocate for, provide information about and oppose selected bills, which are introduced during the session that address education funding primarily through an increase in the state education property tax and/or local property tax, which would create an education funding formula that returns to a donor and receiver town education funding concept. The Lobbyist/Advocate will exercise their responsibilities consistent with the legislative rules governing the conduct of lobbyists in New Hampshire. It is further expected that, when necessary, the Lobbyist/Advocate will participate remotely or be physically present at the legislature to attend hearings, discuss bills with legislative members, and testify on pending matters. The Lobbyist/Advocate will regularly communicate on activities to the Joint Board of the Coalition Communities 2.0 and work with its members to create communication plans and strategies for messaging and outreach to oppose donor/receiver education funding legislation.

### ***SERVICE TIERS TO BE PROVIDED***

1. Lobbying and Legislative Advocacy (Basic and Required)
2. Communications Planning (Possible Additional Services)
3. Legal Services (Optional Future Services Not Presently Required)

**Nothing in this RFP prohibits multiple firms from collaborating in making a unified proposal that addresses all three Service Tiers.**

## **SUBMITTAL REQUIREMENTS**

Submissions shall include the following:

1. A cover letter briefly summarizing the Applicant, its services as it relates to the Service Tiers, resources and qualifications as well as providing contact information;
2. Names and qualifications of specific persons who are likely to be most involved in providing service;
3. Completed Statement of Qualifications included in this document, including detail of your experience with legislative matters and advocating before the NH House and /or Senate generally, and specifically detail your experience regarding education funding issues and providing the other Service Tiers;
4. At least three (3) references, including current contact name and phone number for similar services;
5. Completed Detailed Price Proposal, included in this document, with a separate fee proposal for 2023 and 2024 for each Service Tier, including any caps.
6. Completed Scope of Work Outline attached at the end of this document indicating which tasks are included in which Service Tier.
7. Provide the name and addresses of all other entities or individuals who have engaged you to lobby for them at present or at any time for the past three (3) years.
8. Applicant may submit such additional information as it deems necessary or helpful to the Coalition's evaluation process.

With regard to the Detailed Price Proposal, the Coalition Communities 2.0, prefers a fixed base fee for the minimum scope of services (Lobbying and Legislative Advocacy Basic and Required Tier #1) to be provided with a price breakdown for such additional services (Communication and Planning Tier #2 & Optional Future Legal Services Not Presently Required Tier #3) as the firm may wish to suggest or recommend. Any assumptions and/or limitations in the price proposal (for example the number of public hearings to be covered for a set fee) should be clearly identified. Hourly or other fees not included in a base price should be clearly noted.

## **EVALUATION CRITERIA**

Proposals will be evaluated by the Joint Board using the following criteria:

1. Responsiveness to the RFP;
2. Applicant's general qualifications including background, references, experience, its reputation for performance, schedule availability, and the depth of available resources;
3. Ability, qualifications and reputation of professional staff most likely to be assigned; and

4. Price and rates evaluated separately once a most desired applicant is determined using the first three criteria.

The Coalition Communities 2.0, by its Joint Board and at its discretion, may select a provider outright or select a finalist(s) for in person and/or telephone interviews.

Questions may be addressed to Jim Merrill at (603) 665-8853.

## **SELECTION**

The highest-ranking firm will be offered the opportunity to enter into contract negotiations with the Joint Board of the Coalition Communities 2.0. If the parties cannot agree on the final contract terms and scope, the Joint Board may proceed to the next highest ranked firm.

## **RESERVATION OF RIGHTS**

The Coalition reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept or negotiate any terms of a proposal that may be in the best interest of the Coalition Communities 2.0 as determined by the Joint Board.

By submitting a proposal, the applicant authorizes the Coalition Communities 2.0 and/or its representatives/agents to undertake such investigation as may be necessary to verify the applicant's qualifications and reputation. The applicant may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification. Any and all expenses in preparing and responding to this RFP are to be borne by the applicant.

## STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. Complete on or add separate sheets if necessary. **This statement shall be submitted with Proposal.**

1. Name of Applicant
2. Permanent Main Office Address
3. Form of Entity
4. When and Where Organized
5. How many years has Applicant been engaged in that business under its present name; also state names and dates of previous firm names, if any.
6. In the last five years, has Applicant ever been terminated from a contract?  
\_\_\_\_\_ (no) \_\_\_\_\_ (yes) If so, where, when, and why?
7. In the last five years, has Applicant ever been a party to any litigation, arbitration, mediation or other dispute resolution process?  
\_\_\_\_\_ (no) \_\_\_\_\_ (yes) If so, please provide a brief summary of the claim and resolution.
8. In the last three years, has the Applicant been the subject of any federal or state investigation or regulatory action relative to the provision of services?  
\_\_\_\_\_ (no) \_\_\_\_\_ (yes) If so, please provide a brief summary of the investigation or regulatory action.

9. For the past three years, provide a list of NH municipal or municipally related clients with relevant contact information for each.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



## **STATEMENT OF PRICE PROPOSAL**

**This Statement of Price Proposal must accompany the Statement of Qualifications**

All questions must be answered and the data given must be clear and comprehensive. Complete on or add separate sheets if necessary. **This statement shall be submitted with Proposal.**

### **Price Proposals:**

1. Lobbying and Legislative Advocacy (Basic and Required):
  
2. Communications Planning (Possible Additional Services):
  
3. Legal Services (Optional Future Services Not Presently Required)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **SCOPE OF WORK OUTLINE FOR SERVICE TIERS PROPOSED**

Please indicate which Service Tier the stated tasks are included in your proposal. The stated tasks are illustrative examples of the Scope of Work and is not to be considered an exhaustive list of all tasks included in the Scope. Complete on or add separate sheets if necessary. **This statement shall be submitted with any Proposal.**

<b><u>TASKS AS PART OF THE SCOPE</u></b>	<b><u>TIER 1</u></b>	<b><u>TIER 2</u></b>	<b><u>TIER 3</u></b>
1. Lobbying/Advocacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Govt. Relations Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Monitoring Legislation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitoring Regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Updating Joint Board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Updating CC 2.0 Membership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Coordinating Testimony	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Strategic Counseling/Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. External Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Develop a Communications Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Organize Joint Board Meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Post Meetings of Joint Board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Post Meetings of Membership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Create Agendas for Joint Board/Membership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Minute Creation & posting same	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Hosting in Person/Video Conferencing Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Hosting Website and Page Content	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Establish a Social Media Presence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Op-Ed Pieces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Interview Pieces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Spokesmanship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Legal Actions as Necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Regulatory Review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Exhibit B**

**Member Municipalities as of January 1, 2023**

Bridgewater  
Carroll  
Franconia  
Hampton  
Hebron  
Holderness  
Hollis  
Jackson  
Lebanon  
Lincoln  
Meredith  
Moultonborough  
New Castle  
New London  
Newbury  
Newington  
North Hampton  
Portsmouth  
Rye  
Sugar Hill  
Sunapee  
Tuftonboro  
Waterville Valley  
Wolfeboro

**EXHIBIT C**  
**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 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 and **will attach, as a separate exhibit, evidence of such authorization.** Further, the person executing this Agreement has been duly authorized to represent 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: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BEST AVAILABLE TELEPHONE: \_\_\_\_\_



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region 1  
5 Post Office Square, Suite 100  
BOSTON, MA 02109-3912

December 20, 2022

Mr. David Bailey, Superintendent  
Sunapee Water and Sewer  
PO Box 347  
Sunapee, NH 03782

Dear Mr. Bailey:

On behalf of the United States Environmental Protection Agency (EPA) Region 1 Office, I am pleased to inform you that the Sunapee Wastewater Treatment Facility has been selected as a recipient of the **2022 Regional Wastewater Treatment Plant Operation and Maintenance Excellence Award**. The utility was nominated by the New Hampshire Department of Environmental Services to acknowledge its commitment to protecting human health and the environment through wastewater treatment. Congratulations on this accomplishment!

A representative of the utility is cordially invited **to attend the annual New England Water Environment Association (NEWEA) Awards Luncheon on Wednesday, January 25, 2023, from 11:00AM - 1:00PM at the Boston Marriott Hotel/Copley Place**. I understand that you do not plan to attend. However, should you change your mind please contact Jay Pimpare at (617) 918-1531 or [Pimpare.justin@epa.gov](mailto:Pimpare.justin@epa.gov).

Once again, EPA would like to congratulate the Sunapee WWTF on being selected as a 2022 Regional EPA award recipient.

Sincerely,

A handwritten signature in blue ink, appearing to read "JT", is located below the "Sincerely," text.

Jason Turgeon  
Municipal Assistance Unit  
EPA Region 1

cc:

Shannon Martinez, Sunapee Town Manager  
Kimberly Hallquist, New London Town Administrator  
John Adie, New Hampshire Department of Environmental Services  
Mark Spinale, EPA  
Justin Pimpare, EPA