

SUNAPEE BOARD OF SELECTMEN
MEETING

7:00PM Town Office Meeting Room

Tuesday, December 27, 2022

Present: Vice-Chairman Suzanne Gottling, Chairman Josh Trow, Selectman Jeremy Hathorn, Selectmen Carol Wallace, Shannon Martinez-Town Manager.

1. REVIEW OF ITEMS FOR SIGNATURE:

- There were no items for signature

2. APPOINTMENTS

- There were no appointments scheduled

3. PUBLIC COMMENTS:

- Keith Chrisman and Betty Novack were representing the Energy Committee and wanted to discuss about Warrant Articles and Waste Water Treatment Plant.

Town Manager Martinez gave some more context to this by saying that they have not had any conversation that topic, because there has been no additional information from the Conservation Commission or the Water and Sewer Commission in terms of the map, and they did not feel like they can put something on the ballot without being able to exactly delineate what they were talking about. She explained to the board that 8-9 months ago they have had a conversation where they had figured out that the Waste Water Treatment Plant is in the town forest, so the conversation had been to go ahead and put it in the Warrant Article that would take the Waste Water Treatment Plant out of the town forest. There were some action items that were needed to have happened, a survey needed to have happened, delineation and a final agreement on exactly the land needed to be taken out of the town forest before they could put the Warrant Article on, but those pieces had not happened, so there had not been a warrant article brought forward to ABC Committee or the Board of Selectmen.

Mr. Chrisman asked if Warrant Articles are finalized since he had seen them on the agenda.

Chairman Trow said that the Articles are fully finalized on January 10, on the public hearing.

Mr. Chrisman asked for assurance that this particular warrant article will get on the ballot, because it is very important to the town to pull the Waste Water Treatment Plant out of the town forest.

Chairman Trow asked for clarification if what they request is removing the entire parcel and the answer was affirmative. He added that the discussion that they have had with Town Manager Martinez was more about pulling a piece out and if they are requesting an entire parcel, that would probably require input from Conservation Commission as well as their support, but he thinks that does not require a survey. Whether or not they agree with it, he said he does not know.

Town Manager Martinez asked if this is a new idea, to take the entire lot out.

Ms. Novack replied to take the entire lot out as it was mentioned in 2001 or 2002, when it was voted in, there was a list of lots, and it was listed in those five lots. She did not know why the Conservation Commission had not proceeded with it, but the discussion they have had was that the wetlands cannot be dealt on, there was nothing that could be done in the wetlands because the

state environmental laws prevent it. The reason that the Conservation Commission gave for keeping that parcel in the town forest was because they wanted to continue to maintain.

Chairman Trow asked for clarification if their request is about an article on the warrant that is about removing some or all parcel from the town forest and if that is what they are suggesting.

Mr. Chrisman replied that the Energy Committee and the Water and Sewer Commission think that it is for the best interest of Sunapee in a long term. They are afraid they are not going to get to the 10th of January and it is going to be too late and then they would have to wait for another year.

Chairman Trow said that to him it sounds like it is in process, and if their concern is that they are not going to make it in time, the guaranteed way is to make a petitioned article that would state to remove this parcel from the town forest, with 25 signatures and submit it to the town clerk.

Mr. Chrisman said that they have a draft version and read it to the board as follows: "Are you in favor of removing the town forest designation from the Waste Water Treatment Plant property at 50 Treatment Plant Road, Map 5, Lot 22 and so much as this property was incorrectly included in the list of properties designated as Sunapee Town Forest by town vote in March 2002. Approval of this article is needed for any process improvements or expansion of the Waste Water Treatment Plant in the future and as recommended by the Water and Sewer Commission."

Chairman Trow said that it feels a bit disingenuous to word it that way if the intention is as stated and that Sewer and Treatment Plant is the only thing that he agrees with whether it was incorrectly added.

Vice-Chairman Gottling asked on what basis are they saying was incorrectly included.

Ms. Novack replied that when they wanted to put a solar array there the town attorney had reviewed the wording of the RSA and decided that the description of what is allowed use in a town forest does not include a solar array nor does it include a Waste Water Treatment Plant and that it never should have put in since it was already built.

Ms. Novack said they are willing to reword the petition and added that to get the boards support would be well worth it.

Chairman Trow said that the article would not say support or not support from the Board of Selectmen, because there is no funding involved and will just be on it, it would not say do not recommend, but it would also not say does recommend.

Ms. Novack asked if it would say that the Water and Sewer Commission recommends it.

Chairman Trow replied that if it is not petition, they would check with DRA (Department of Revenue Administration).

Selectmen Wallace asked since it is non-monetary and there is no endorsement or reverse of endorsement by the Board of Selectmen, is there a benefit or a detriment to it being a petitioned warrant.

Chairman Trow replied that petitioned articles do say by petition and otherwise there is no effect. The Board and Town Manager Martinez recommended them to go to the Conservation Commission meeting on January 4 and come up with joint wording about the article with them and then send it to the board to get it reviewed on the public hearing on January 10.

- Charleen Osborne from Recreation Committee asked if they were supposed to write a warrant article for capitals reserve. She asked if they could have two articles, one for the money and the other for the project on the Veteran's Field.

Chairman Trow replied that if they do not have any fundamental objection, he thinks that they can pencil one to say add \$50,000.00 to capitals reserve. He said that he is not going to stop that being a sense of sentiment article but in his opinion, he is going to push it to the very end. There can be a sentiment article that would ask if they were in favor of proceeding with the Recreation project of Veteran's Field which in 2019 was estimated at some amount. They need to be clear that they are not asking for money.

- John Augustine (Via ZOOM) commented on the discussion at the ABC meeting about changing the fiscal year, so it had more certainty for budget planning purposes, but there is a default budget and prior to March 22 Vote, there is historically very little difference between a proposed budget and a default budget. He asked if there is any default budget number to compare to with the 2023 proposed budget number and what is the difference between them. He said that at the ABC meeting it was mentioned about town properties to be reassessed in 2023 and it was not clear to him if that is for every property in town. He said that he has not heard anything about a Warrant Article that requires the School District to follow the town's zoning guidelines and site plan review processes. He said that there was very little conversation about revenues during the budget process discussion for things like fees for building permits and other types of town services that are provided and asked if the fee structure remains the same. He said that people are asking about the status of the regulation process of the STR's, and he was surprised that is not on the agenda for tonight's meeting to get the details of the cost of the registration process.

Chairman Trow replied that generally yes, but he should contact Assessing Department for specific questions. For the articles he replied that it is not on their Warrant, so he does not have any more information on that. About the fees he answered that the Town Manager had previously mentioned that they are reassessing them.

4. SELECTMEN ACTION

- Finalize Warrant Articles

Chairman Trow pointed out that it is not finalizing Warrant Articles but more of reviewing, revisiting, and refining them.

The board started reviewing the additions to Capital Reserves: Fire, Highway Department, used equipment. They discussed Conservation Committee's requested funds and the policy by which they would receive the \$55,000.00 minus whatever they have received from current use.

Town Manager Martinez said that their goal was to have \$250,000.00 in their account to make sure they can push forward these big projects. They were also looking for other sources and collaborations.

The board decided to offer the Conservation Committee \$20,000.00 with support. The decision for LSPA fund was \$5,000.00.

They put the Articles for Fire Department next in order and then expenses for the Capital Reserves, truck purchase article, Rec Director, Water and Sewer Department, elderly tax, municipal flag, and recreation consensus.

Ms. Osborne suggested to categorize the items in groups and the board accepted the suggestion and grouped them as Budget, Fire Department x2, Rec, Additions to Capital Reserves, Buying the truck, Water and Sewer, tax exemptions, municipal flag, town forest, recreation consensus.

Town Manager Martinez asked if there are any articles that they do not recommend.

After a discussion amongst members, the answer was that they recommend them.
Selectmen Wallace said that she would like to see a list of things that the Fire Chief will do that he does not have time to do with his short amount of time that he has, so that they can convey to people the benefits that will come with his full-time position.
Town Manager Martinez replied that they will have the Fire Department involved in it.

- Encumbrances

Town Manager Martinez said there were two more Encumbrances left from the last meeting that were in her inbox. One of them was a contract that she had already signed and a radio that needs to be purchased for the new H2.

Motion to authorize both listed encumbrances by Chairman Trow seconded by Selectman Wallace. All voted in favor.

- Sick Bank Policy Memo

Town Manager Martinez reminded the board that they have had already made a motion to approve use using the sick pay buy out to fund the sick bank policy. The payment of \$18,489.37 was made.

Motion to move the amount of \$18,489.37 into the Time Bank by Selectman Wallace seconded by Selectman Hathorn. All voted in favor.

- Authorize Town Manager to expend \$7,994.00 in assessment fees for Coalition Commission Legal and Lobbying fees

Town Manager Martinez explained that the Coalition Committee had to update the contract, so she needs another approval from the board for her to sign the contract and authorize her to expend \$7,994.00 to cover Legal and Lobbying fees.

Vice-Chairman Gottling asked if the assessment is for one year and the answer was affirmative.

Motion to approve the expenditure of \$7,994.00 for the Coalition Commission Legal and Lobbying fees and permission to sign the contract by Selectman Wallace seconded by Selectman Hathorn. All voted in favor.

5. TOWN MANAGER REPORTS

- Coalition Commission Update

Town Manager Martinez reported that the meeting with Coalition Commission is coming up and she had just received new information and will forward it back to them, so she will report about it on their next meeting.

- NHRS Repayment

Town Manager Martinez reported that they did get repayment from NHRS and that was for \$9,490.00. They do not need to do a public hearing to accept the anticipated revenue. The amount will be allocated to the general fund.

Selectman Wallace asked what is NHRS.

Town Manager Martinez answered that it is NH Retirement System and that was an overpayment that had to do with Group 2, which is Police and Fire and it is a one-time payment administered through the State of NH.

- Sunapee Wastewater Treatment Facility has been selected as a recipient of the 2022 Regional Wastewater Treatment Plant Operation and Maintenance Excellence Award

Town Manager Martinez informed the board about this achievement of the Sunapee Wastewater Treatment Facility and congratulated them.

- Upcoming Board of Selectmen Meetings

Town Manager Martinez confirmed that they will cancel the meeting on the 9th and schedule it for January 10 at 6:30PM. She also suggested to cancel their meeting on February 6, because they have a deliberative session on the 7th or 8th and the board accepted it with a condition to have time prior to the deliberative session in case they need to sign any documents. She asked if they should cancel the meeting on February 20, because it is on Presidents Day.

Chairman Trow suggested that since they are cancelling the meeting On February 6, they should push the February 20 meeting for the 21st. After the deliberative session they will decide if they are going to cancel it or not.

Town Manager Martinez reported that big things have had been happening last just week and almost all of November and December had really been taken up by other things between the budget and several right-to-knows that had taken up a significant amount of time, so they have not been able to do as much as they have had anticipated. So, at the end of last week they have to sign the contract to update the website, whether they want to or not. They have also signed the contract for the upgrade for permitting, for processing all the CZC's and they will talk about what that looks like and processing points after they really understand the fee structure, but one expectation is that the fees pay for the software. They have also signed the contract for short-term rental platform, so they would have the ability to understand the scope and scale of number of different rental properties within the town. She had sent out the demo to all the vested parties, the people who need to see it. They also have a good template to follow, in terms of the kinds of things that they need to be asking for. They need to continue to talk with the lawyers about it and make sure it is concise, and that getting the Fire Department to see what their role in the process will be. They have done a robust review of different STR platforms and will prepare a more formal presentation for the board. When it comes to January, they should get ready for starting a significant recruitment process again, they still have so many openings and they will again recruit for Code Compliance Officer. One of the tricky parts with this budget season was that they had introduced some new ideas and some new possibilities, and they have been reflected in the budgets themselves. Having Mr. Hazelton moved down from the Highway Department over to Planning and Zoning to help bring some structural organization, which in that case they would be looking for a new highway director. They have consolidated the Rec Department in some way, shape, and form. They have asked early on for permission to treat/remove the trees but did not end up treating them because of the significant cost that they were not prepared for, since there are a lot of dead trees around. The budget could not absorb very much of that, so they are

going to figure out how to do it. She added that it is clear that the whole HR Manual needs to be revised, not just parts of it as they have discussed, and the goal for 2023 is for it to be revised. One of the things that she was hoping for a different outcome is the sick time and part of that was trying to get rid of the sick time buy out, because she wanted for them to demonstrate that they have understood that in the time of historic turbulence, they would be meeting in the middle with the taxpayers to be more sound and savvy. Because they did not come to a decision point, the sick leave for the team had already started for this year, so the sick pay buy out will continue for 2023.

Selectman Wallace asked what is the sick pay buy out.

Town Manager Martinez explained that you get paid for any sick time you do not use. So, you get the time, the 80 hours dumped into the bucket and then anything that you do not use, 60% of it gets paid back to you. She mentioned that they have also talked about retention and longevity pay, but because it is not a package, she wants to make sure that they are putting forward something that is going to be both a give and a take for the citizens. She informed them that the only thing they have put forward from what they have approved was just the vacation, changing how the vacation is accrued, so they are more competitive. She said they will come back with an explanation of how they are paying for that.

Selectman Wallace asked about the performance evaluation process.

Town Manager Martinez replied probably next year with the policy updates. She said that the overtime is going to get unified with the policy update and job descriptions as well. They have a lot of gaps in terms of people power. She would also not feel good about giving three more holidays and these other things without them also compromising a little bit, for example the vacation and will come back to the board with other proposed changes, once the team has more time to work on them.

Chairman Trow said that his only concern is that they have voted for previously and they should probably make a new vote saying that they are acknowledging and supporting that as a policy to kick off 2023 over the currently.

Motion to acknowledge and support the new policy by Chairman Trow seconded by Vice-Chairman Gottling. All voted in favor.

Town Manager Martinez reported that they might have somebody going out on leave so they will advertise that position looking for part-time support as a backup not as a new position or hire. She mentioned the case with Jackie Smith on North Road that they were to look back and check in with the junky yard.

Chairman Trow said that he had talked to the owner who had said that he is planning on removing the trailer and do the cleanup of the dumpsters.

Town Manager Martinez said that the retirement party for Barbara Vaughn will be on January 5 at 4:30PM. She mentioned that there are going to be some moving of staff around offices and some repairment and renovation inside the building. She also brought back the topic of adding email setup for the members of the board and they agreed of going forward with that.

Vice-Chairman Gottling asked what they need to do as a board in terms of the short-term rentals. Town Manager Martinez replied that she is not sure what is the Planning Board's final product is going to be and once it is there, they do not know what the voters are going to do. The registration process is going to have to be approved by the Board of Selectmen.

John Augustine (Via ZOOM) said that there are some basic policy decisions about the short-term rentals that they as a board can only aid. The biggest one is are they going to grandfather those people who had been operating STR's up to this point, regardless of what the Planning Board says and regardless of what goes on the ballot, if they are not going to enforce it and notify violation or if they are going to grandfather the people who are already doing it, the Planning Board claims that is the Board of Selectmen decision only.

Town Manager Martinez said that to answer this question they are going to need a legal counselor.

Chairman Trow replied that they are technically not allowing STR by zoning right now. The question of grandfathering to him is kind of irrelevant, because by ordinance STR is not permitted.

Town Manager Martinez mentioned the case that had been denied a special exception by the ZBA and they have filed an appeal for rehearing, which has been granted by the ZBA, so the rehearing will happen. Her guess is that if the case gets denied again, it will go to court and the way that it stood now, it is not defensible, as per the counsel. The ZBA's definition of tourist home is that you have to be in the house to rent it, but their regulations do not stipulate that.

Chairman Trow replied that if that is going to be court's interpretation because of XYZ, then that is going to be their answer and they can proceed to that as an enforcement. She also went to a question by a citizen where part of the defense for the STR of the travel trailer was that it is a business and STR are businesses. So, if they use that in their legal argument, will that become their position, that is the question that the citizen is asking.

Chairman Trow replied that becomes the big gray area of when it becomes a business. In a way it is always kind of a business, but to him it is sort of a mental breaking point, that says if you do it for two weekends in a year, it is not really a business and if it becomes a corner stone of your income, then it is a business.

6. CHAIRMAN'S REPORT

There were no reports from the members.

Motion to enter nonpublic at 09:37PM under RSA 91-A:3 II(a) by Chairman Trow seconded by Selectman Wallace. All voted in favor.

Motion to authorize PAR form for step and increase for the Town Manager effective February 14 by Chairman Trow seconded by Selectman Hathorn. All voted in favor.

Town Manager Martinez reported that they are 92% collective for the second tax issue, 95% collective for the overall commitment and they had not taken a loan.

7. UPCOMING MEETINGS:

12/28-5:00PM-Energy Committee Meeting

1/4-7:00PM-Conservation Commission

1/5-6:30PM-Zoning Board

Meeting Adjourned 10:09PM

Respectfully submitted,

Rajmonda Selimi

SIGN-IN SHEET

BOARD OF SELECTMEN MEETING

DATE: 12/27/22

Charles Osborne

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 1st. 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) 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 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 30th 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

**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)

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.**

<u>TASKS AS PART OF THE SCOPE</u>	<u>TIER 1</u>	<u>TIER 2</u>	<u>TIER 3</u>
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.

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

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 1st. 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) 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 or on my cell phone at (603) 254-8303.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Decoteau', followed by a horizontal line.

Mark Decoteau

Town Manager

Town of Waterville Valley, NH

Chair, Coalition Communities 2.0



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

December 20, 2022

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Sunapee Water and Sewer
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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



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

Memorandum

To: The Sunapee Board of Selectmen
From: Shannon Martinez, Town Manager
Date: December 27, 2022
Subject: Approval To Transfer Monies

In accordance with Section 325 of the Town of Sunapee Employee Handbook, an employee will be reimbursed for sixty (60) percent of his/her unused sick time remaining at the end of the sick leave year. The 2022 sick time payout to employees was completed on check date 12/6/2022. The amounts remaining in the department budgets after the payout are listed below.

We are seeking approval to move the remaining monies of \$18,489.37 to the GL account 01-2025-10-873 Sick Bank Payable to seed fund the employee time bank established in June of 2014.

Account #	Account Title	2022 Approved	Remaining in budget
01-4130-10-209	EXEC-SICK PAYOUT	\$4,072.32	\$358.81
01-4150-10-209	FINANCE-SICK PAYOUT	\$2,250.00	\$1,116.51
01-4194-95-209	GGB&G - SICK PAY BUY OUT	\$2,417.28	\$1,101.41
01-4312-55-209	HWY-SICK PAYOUT	\$11,766.72	\$6,822.19
01-4550-88-209	LIBRARY-UNUSED SICK LEAVE PAY	\$3,889.44	\$3,580.76
01-4191-30-209	[IA] PLANNING & LAND USE SICK PAY BUY OUT	\$1,419.12	\$1,265.66
01-4210-54-209	PD-SICK PAY OUT	\$10,059.36	\$1,886.99
01-4140-20-209	TCTC-SICK PAYOUT	\$3,071.52	\$580.45
01-4324-60-209	TS-SICK PAYOUT	\$4,767.84	\$1,776.59
	Total	\$43,713.60	\$18,489.37

TOWN OF SUNAPEE
Collections Summary Year To Date for FY2022
 Requested by jboone -- 12/27/2022 at 11:55 am

Warrant	Beginning Balance	Committed & Supplemented	Abated	Deeded	Collected		Prior Yr Credits Assigned		Balance Due	Errors
					Principal	Int/Pen	Principal	Int/Pen		
2008L01	817.73	0.00	817.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009L01	850.96	0.00	850.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010L01	298.96	0.00	298.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011L01	759.21	0.00	759.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012L01	868.60	0.00	868.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013L01	867.20	0.00	867.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014L01	900.91	0.00	900.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015L01	751.36	0.00	751.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016L01	693.73	0.00	693.73	0.00	0.00	1.76	0.00	0.00	0.00	0.00
2017L01	705.88	0.00	705.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018L01	769.13	0.00	769.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019L01	29,267.75	0.00	769.69	0.00	28,498.06	7,012.37	0.00	0.00	0.00	0.00
2020L01	66,068.68	0.00	562.30	0.00	40,116.29	6,214.33	0.00	0.00	25,390.09	0.00
2020L02	6,593.94	0.00	0.00	0.00	5,990.80	286.40	0.00	0.00	603.14	0.00
2021L01	0.00	61,758.47	497.45	0.00	10,835.23	474.80	0.00	0.00	50,425.79	0.00
2021P01	159,661.97	0.00	0.00	0.00	159,661.97	9,666.80	0.00	0.00	0.00	0.00
2021P02	379,063.01	0.00	0.00	0.00	379,063.01	5,626.22	0.00	0.00	0.00	0.00
2021W01	0.00	45,588.19	0.00	0.00	45,588.19	500.36	0.00	0.00	0.00	0.00
2022G01	0.00	61.60	0.00	0.00	61.60	0.00	0.00	0.00	0.00	0.00
2022P01	0.00	10,072,005.00	68.00	0.00	9,888,895.96	5,158.60	37,580.44	0.00	145,460.60	0.00
2022P02	0.00	10,545,117.00	0.00	0.00	9,760,835.64	182.51	658.00	4.00	783,623.36	0.00
2022T01	0.00	362.14	0.00	0.00	362.14	14.82	0.00	0.00	0.00	0.00
2022T02	0.00	337.16	0.00	0.00	337.16	0.00	0.00	0.00	0.00	0.00
2022T03	0.00	327.51	0.00	0.00	327.51	0.00	0.00	0.00	0.00	0.00
2022T05	0.00	1,508.49	0.00	0.00	1,508.49	0.00	0.00	0.00	0.00	0.00
2022U01	0.00	5,525.00	0.00	0.00	5,525.00	0.00	0.00	0.00	0.00	0.00
2022U02	0.00	7,500.00	0.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00
2022U03	0.00	5,050.00	0.00	0.00	5,050.00	0.00	0.00	0.00	0.00	0.00
2022U04	0.00	30,000.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00
2022U06	0.00	10,260.00	0.00	0.00	10,260.00	0.00	0.00	0.00	0.00	0.00
2022U07	0.00	12,500.00	0.00	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00
2022U08	0.00	45,000.00	0.00	0.00	45,000.00	14.79	0.00	0.00	0.00	0.00
2022U09	0.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	0.00
2022U10	0.00	60,000.00	0.00	0.00	60,000.00	0.00	0.00	0.00	0.00	0.00

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