

SUNAPEE BOARD OF SELECTMEN

MEETING Minutes

6:30PM Town Office Meeting Room

Monday July 24, 2023

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

Meeting Began At 6:38PM

In attendance: Selectboard Vice Chair Sue Gottling, Member Jeremy Hathorn and Selectboard Member Fred Gallup; Via Zoom - Selectboard Chair Carol Wallace. Other: Shannon Martinez, Town Manager

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

- Parcel ID: 0218-0039-0000, 39 Apple Hill Road, Susan Tosh

Motion to approve CZCs made by Selectboard Member Hathorn seconded by Selectboard Member Gallup. All voted in favor.

Land Disturbance:

- Parcel ID: 0126-0026-0000, 2 Mustard Seed Lane, Bonnie & Ted Henderson

Motion to approve Land Disturbance made by Selectboard Member Gallup, seconded by Selectboard Member Trow. All voted in favor.

Sign Permit:

- Parcel ID: 0218-0080-0000, 24 Avery Road, Mike Ball & Xan Gallup

Motion to approve Sign Permit made by Selectboard Member Trow, seconded by Selectboard Member Hathorn. All voted in favor. Selectboard Member Gallup abstained.

2. APPOINTMENTS:

- **7:00** Swearing in Sunapee Police Department: Cooper Dion: Town Clerk/Tax Collector Joshua Boone swore in Police Officer Cooper Dion. The Selectboard welcomed Officer Dion to the team and thanked him for his service.
- **7:15** Presentation of Dewey Field Repairs: Recreation Coordinator Steve Bourque appeared before the Selectboard to present proposed changes at Dewey Field. A conversation about the proposed changes followed. Hope Damon - NH State Representative - encouraged the team to view the newly passed RSA concerning playgrounds (RSA 155:83).

Motion to concur with proposed plans as presented by Selectboard Member Hathorn, seconded Selectboard Member by Trow. All Voted in Favor.

3. PUBLIC COMMENTS: (see video on [Town Hall Streams](#))

- Lynn Arnold - spoke about the Master Plan. Said that the proposed Goodhue Project on Rte. 11 in Georges Mills is contrary to the spirit of the Master Plan.
- Stu Greer - Spoke of safety and traffic concerns along Rte. 11 that would be made worse by the proposed Goodhue boat showroom.
- John Augustine - Asked about budget season preparations and reflected on items that he felt needed further reflection (changes to fees, HR policy, employee benefit package).
- Kirk Bishop – Disagreed with proposed Goodhue showroom, concerned about environmental threats, public recreation, etc. Spoke to concerns about Goodhue's track record with past warnings and violations.
- Lisa Hoekstra – Made several comments about concerns regarding short-term rental regulations and requirements.
- Christine Corey – requested the Selectboard start reviewing and approving their minutes.

4. SELECTMEN ACTION:

- Boat Launch and Dock Use Authorization: LSPA Antique and Classic Boat Parade, August 13, 2023, 10:00 AM-2:00 PM

Motion to authorize use of the Boat Launch and Dock made by Selectboard Member Trow, seconded by Selectboard Member Hathorn. All voted in favor.

5. TOWN MANAGER REPORTS:

- Short-Term Rental, Miscellaneous Follow-Up: Town Manager Martinez asked the Selectboard to further clarify short-term rental insurance requirements.

Mr. Erik Nikodem and Ms. Terry White were invited to speak as subject matter experts on the topic of insurance and how specific insurance requirements could impact the Selectboard short-term rental regulation. It was reiterated that insurance companies do not routinely perform life-safety inspections. Air BnB and VRBO both include insurance for those who rent through their platforms.

Motion to remove insurance as a short-term rental requirement made by Selectboard Member Gallup, seconded by Selectboard Member Hathorn. All voted in favor.

A conversation about life-safety inspection followed.

- Follow-up on rain event on July 9, 2023: At this time, no state of Emergency Declaration has been made by the Governor. The Town is tracking costs associated with damage brought on by the rain. Each rain event is considered a separate event.

- Coalition Communities 2.0 Update: On July 12, 2023, there was a summary judgment hearing. The judge gave no indication of the way he is leaning. He did say he expects to get a decision on this and on ConVal case within 60 days. Illustratively, the current local school rate is \$6.51. Were the Town to return to the donor/receiver model, the local school rate would change to \$6.69.
- After Action Harbor Spill: Briefed the After-Action Harbor Spill summary. A draft report will be provided to board members and will be included in the meeting minutes. Town Manager Martinez would like to seek funding to better equip the communications trailer.
- Late Billing: Eversource Smart Start contract: In 2018, the Town took a loan out for a lighting project at the Highway Department, Transfer Station, SSB, and Town Hall. Peter Salvitti did the work. Eversource paid Mr. Salvitti for the projects, with the agreement that Sunapee would reimburse us through the Smart Start loan program. Eversource somehow neglected to start the repayment of the Highway Department project through a charge on the Town bill as agreed. They would like to commence billing. The total amount due is \$12,246.29.

Action: negotiate, check the paperwork, and work towards an amenable solution for all.

- **Paving Costs/Additional Monies**: Ryder Corner Road is going to need 310 more tons of asphalt causing us to be \$24,800 short. The Highway team is going to take on some of the milling, leaving us ~\$22,200 short. Due to staffing shortages, the Town has this funding available. Town Manager Martinez is seeking Selectboard concurrence to use said funds to cover planned paving costs. Reminder, the Town did not have sufficient funds to cover Avery Road.

Selectboard Gallup made a motion to move money in the Highway department's budget from staffing costs to paving costs. Seconded by Mr. Hathorn. All voted in favor / concurrence.

- **Highway Culvert Letters**: Rain events have revealed several deficiencies-town and resident. Per RSA 236:13, all driveway culvert maintenance, repairs, and replacements are the property owner's sole responsibility. Town Manager Martinez is seeking the Selectboard's concurrence to send out letters to owners who need to repair their culverts. **The Selectboard concurred.**

A conversation about informing residents that regular culvert clean-up creates healthier roads followed. Sending out a blanket reminder to all owners that maintaining a driveway culvert is their responsibility.

Recommendation to require oversized culvert.

- **Fenton Lease Update:** Town Manager Martinez noted that efforts are underway to draft a new lease. One of the impediments is determining how to best address the work that needs to take place at the town docks. Need to consult an engineer. The Town will release an RFP for engineering consultancy services.

Town Manager Martinez asked the Board how they would build a renewal increase into the lease and whether the Board would like to have a special assessment. Mr. Trow said prior to 2020, every lease had to be agreed upon and accepted annually. Selectwoman Wallace asked how the Town would go about creating a capital reserve fund for the docks. Discussion about approaches to gathering funds to repair existing docks and potential expansion in the future ensued.

- **Upcoming Public Hearings:** Town Manager Martinez explained that the next Selectboard meeting would be a public hearing to accept unanticipated revenue (fire department grant) and to set fees associated with Beach/Transfer Stickers and Recycling.

Selectboard Member Trow made a motion to hold a public hearing at 7:00 pm to accept unanticipated funds for the Fire Department. Seconded by Mr. Hawthorn. All voted in favor.

Selectboard Member Trow made a motion to hold a public hearing at 7:15 pm to revise the fee schedule for the transfer station and beach passes. Seconded by Ms. Gottling. All voted in favor.

- **2022 Audit:** Heard from auditors that they should be finishing up the audit in the next two –three weeks.
- **Sunapee Seniors:** Town Manager Martinez addressed the funding mechanism for the Sunapee Seniors.

Town Manager Martinez requested that for 2024 and onward, they must submit appropriate documentation and have their budget voted on and approved.

- **Shifting Priorities**
 - Budget Season:
 - Starting meeting at the beginning of August
 - Seeking topline guidance from Selectboard
 - Finance Policies
 - Aligning/updating Town Policies
 - Creating Space –digitizing files
 - Revamping HR
- **Staffing Update:**
 - Seeking new executive assistant
 - Mechanic Hired

6. CHAIRMAN'S REPORT:

- Old Business:
 - Investment Policy
 - Scheduling Meetings with Municipal Money Managers
 - Rules of Procedure
 -

7. UPCOMING MEETINGS:

- *July 27- Water & Sewer Commissioners - 5:30pm*
- *July 27- Abbott Library Trustees Meeting - 7:00pm*
- *August 2- Conservation Commission - 7:00pm*
- *August 3- Zoning Board Meeting - 6:30pm*

Meeting Adjourned 9:32 PM

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

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- Coalition Communities 2.0 Update
- After Action Harbor Spill
- Late Billing
- Paving Costs/Additional Monies

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SIGN-IN SHEET

SUNAPEE SELECTBOARD MEETING

DATE: 7/24/23

Christine Coney

Connor Jennings

Lynn Arnold

Jo Greer

Karl Bishop

Terri White

PETER WHITE

~~Jo Greer~~

Joshua Levasseur

Peter Hennessey

3570 RTE 103

Evergreen Energy

22 Burma

84 Oak Ridge

162 John's Hill Rd

604 Stagcrack Road

1

11

Maple St.

91 Edgemont Rd, Apt 13

Maple St.

The background image shows a harbor scene with several sailboats docked at wooden piers. In the background, there are red houses and a forested hillside under a blue sky with some clouds. A semi-transparent dark green rectangle is overlaid on the left side of the image, containing white text.

July 24th, 2023

Steve Bourque, Recreation Coordinator

Town of Sunapee

Board of Selectmen
Proposed Dewey Field Updates
Recreation

Proposed updates for Dewey Field

- Project discussion began in 2022 within the Recreation Committee
- Allowing improvements to the field, as well as flexibility in usage for programs
- Fencing quotes were obtained last year to repair and update Dewey field fencing
- Portable mounds we purchased this year for each field
- Volunteers has helped to improve the field surface
- Companies such as United Construction and Sky View Crane Services have offered to donate their equipment and resources. (est value of \$4,600)



Proposed updates for Dewey Field

- **Larger shed** will be moved from its location along the fence back and rotated. The location will provide a new centered location in the parking area. It will not be closer to the tree line than it is currently. It will also be able to offer the walking access path to the trail system.
- **Small Shed** will be moved over to the 3rd base side of the field. This shed holds our batting cage equipment and will be better suited to be closer to the batting cage on that side of the field. This will not need any trees to be cut on the property to facilitate this move.
- **Play Ground** This will be moved over to the right side of the park, which will have leveling done to accommodate the swings. There will be retaining fence at the edge of the slope, as requested to prevent any erosion of this part of the park into the woods area.

Proposed updates for Dewey Field

- **Outfield Fence replacement** The fence needs replacement, and we will take this opportunity to extend the ball field to 200-foot fence. This will allow all levels of baseball and softball to play on Dewey field.
 - **Balls hit over fence into parking** Baseball fields and parking is a hazard. Luckily, we have this parking in the right field, which due to less left-handed hitters, does not see as many ball carry over the fence. (Veterans also has a short fence in right field, 185', but we rarely see balls hit over this fence and into Rt 11)
- **Infield extension** This expansion of the infield will allow a 60' and 70' baseline. This will allow us to play Baseball levels: Rookie, minors and Majors, plus Softball (U10 and U12) at this field. We have already secured Moveable Mounds for this project so Dewey will have this in the 2024 season. A moveable baseline system is also to be added.
- **New Parking area** The movement of these buildings will allow us to create a parking area for more vehicles in this space. It will also accommodate for the lost spaces on the left field side when the outfield fence is pushed back.
 - **Materials** The intended materials is crushed asphalt, same that is used for the access road and parking in the Dewey park space now. If Highway or BB&G suggest an alternate materials, then we will explore that option.

Proposed updates for Dewey Field

- **No lights are intended to be installed.** Lighting was too costly to be considered for this project at this time.
- **Signage** We would like to come back to the Selectboard to discuss a plan to rent advertisement signs on the fence in the outfield. This will allow the Recreation Department to help fund sports like baseball in future years. There has been requests during this process to do this already, United for the donated time and materials, for example
- **Donations**
 - United has estimated that the crane time and materials would be valued at approx. \$4600 for this project. We ask the Board to accept this donated service for the Recreation department.
 - J.S. Automotive has also expressed interest in purchasing for the Recreation department an electronic scoreboard
 - Sunapee Police Benevolent Association has express interest in buying the Recreation department a flag pole for Dewey field.

Questions?





Permit # - _____

Town of Sunapee, NH Boat Launch & Dock Use Authorization Form

Name of Applicant: Elizabeth Harper
Business Name: Lake Sunapee Protective Assn.
Address: 63 Main St, Sunapee, NH 03782
Telephone Number: 603-763-2210 Cell Phone Number: _____
Description of Proposed Use: Antique & Classic Boat Parade.
Some boats display at Public dock near
Ramp. People walking around docks &
people watching parade FROM docks & beach
area.
Start Date of Proposed Use: 8-13-2023 End Time of Proposed Use: 10:00 AM
8-13-23, 2:00 PM
Anticipated Impacts on Other Users (i.e. delays/shutdown/etc.): None

I, the above applicant, have received, read, and understand the Boat Launch & Town Dock Ordinance. I shall be responsible for repairing, at no cost to the Town, any damage that I, any of my employees and/or subcontractors, may cause to the boat launches, docks or adjacent parking infrastructure while using the premises. I will abide by said ordinance, a copy of which is attached, and have attached a copy of my company's insurance certificate with the Town named as additionally insured.

[Signature]
Applicant's Signature

7/12/23
Date

Recommended

Action: Seasonal Approval: _____ Single Use Approval: _____ Denial: _____

Conditions: Contact Buildings and Grounds Director Josh Wroblewski at
jwroblewski@town.sunapee.nh.us 24-hours in advance of the proposed work involving
the facility for approval.

[Signature]
Approving Authority's Signature

07/18/2023
Date

Based on the ordinance governing the use of boat launches and town docks this Authorization Form will be kept on file at the Town Office and will be posted on the Town's website for the year in which it was submitted to the Town.

Signatures of the Board of Selectmen:

[Signature]
[Signature]
[Signature]

[Signature]

Adopted by the Sunapee Board of Selectmen August 12, 2019

From: John H. Galloway <firechief@town.sunapee.nh.us>
Sent: Thursday, July 20, 2023 10:08 AM
To: Jennifer McClaine
Subject: Re: Baot Launch & Dock Use Application - Need approval

I'm fine with it

Chief

On Jul 19, 2023 4:59 PM, Jennifer McClaine <Jenn@town.sunapee.nh.us> wrote:
Good afternoon Josh, Chief Galloway & Chief Cobb,

I have attached an application for the use of the town Boat Launch & Dock, which is required by Thursday, July 20, 2023, at noon. Once signed and approved, kindly forward it to me. I will then send it over to Shannon, who will ensure its delivery to the Selectboard on Monday night.

Should you have any inquiries or concerns, feel free to reach out to me.

Thank you kindly.

Sincerely,
Jenn

Jennifer McClaine
Highway Business Manager
Sunapee Highway Department
23 Edgemont Rd / 621 Rt 11
Sunapee NH 03782
jenn@town.sunapee.nh.us
603-763-5060 option 1



From: Joshua Wrobleski <jwrobleski@town.sunapee.nh.us>
Sent: Thursday, July 20, 2023 9:50 AM
To: Jennifer McClaine; John H. Galloway; Neil Cobb
Subject: RE: Baot Launch & Dock Use Application - Need approval
Attachments: A9R16bwedy_13djga_7gk.tmp.pdf

Good morning,

I reviewed the document I do not see any problems with the application. It has been signed.

Best,

Joshua Wrobleski

*Director of General Buildings and Grounds
Town of Sunapee
621 Route 11
Sunapee, NH 03782*

From: Jennifer McClaine <Jenn@town.sunapee.nh.us>
Sent: Wednesday, July 19, 2023 4:59 PM
To: Joshua Wrobleski <jwrobleski@town.sunapee.nh.us>; John H. Galloway <firechief@town.sunapee.nh.us>; Neil Cobb <e.neill.cobb@sunapeepd.com>
Subject: Baot Launch & Dock Use Application - Need approval
Importance: High

Good afternoon Josh, Chief Galloway & Chief Cobb,

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Should you have any inquiries or concerns, feel free to reach out to me.

Thank you kindly.

Sincerely,
Jenn

Jennifer McClaine
Highway Business Manager
Sunapee Highway Department
23 Edgemont Rd / 621 Rt 11
Sunapee NH 03782
jenn@town.sunapee.nh.us
603-763-5060 option 1



TOWN OF SUNAPEE
23 Edgemont Rd | Sunapee, NH 03782
Telephone: (603) 763-2212 Ext. 1023

SUNAPEE DOCK FUEL SPILL AFTER ACTION REPORT

Overview:

On the evening of June 10th 2023, during servicing of the Lake Queen, approximately 70 gallons of diesel fuel was spilled into Sunapee Harbor in Sunapee, NH. Reporting, containment, and cleanup operations began immediately and were concluded on 15 June 2023.

Reporting:

Initial reporting came from the Lake Queen's crew who were on the dock at the time of the spill. The crew initially called the owners of the boat at 1643. They then contacted Chief Galloway directly along with NHDES and Marine Patrol. The Fire Chief contacted dispatch to start the official reporting, Lake Sunapee Protective Agency, and the Town Manager.

Initial Response:

The initial report to SFD was at 1654 to which they responded on scene by 1700. Chief Galloway assessed the scene, and his first response was to contain the fuel from entering the Sugar River. He then closed the harbor to all traffic and contacted NHDES at 1702. The Chief put a call out for more volunteer fire fighters to report on scene and assist with the containment. 3 SFD members responded to the scene. He also contacted Sunapee Police Department who responded at 1738. Deciding that more manpower was needed, Chief Galloway called in Newbury Fire Department to help. Newbury FD responded at 1753 with personnel and their boat. NHDES responded to the site at 1812.

Containment:

Approximately 600-700 feet of oil containment booms were used in the initial containment. Absorbent pads were placed in the water to start collecting the fuel and several were placed at the hydro-electric dam as a precaution. Due to use of containment booms, the Sugar River and town water supply inlet were not impacted by the spill. The following morning, a drone was used to gain an aerial view of the containment. During the flight it was discovered that the booms needed to be adjusted as the water flow was pushing contaminants in different directions.

Clean Up:

Upon arrival of NHDES, control of the containment and clean up was handed over. Absorbent booms were then deployed to start removing the fuel from the water. The Fenton Family (owners of the Lake Queen) hired Clean Harbors to conduct cleanup operations. Saturday evening, a vacuum truck was brought in to remove 3100 gallons of contaminated water.

They returned on Sunday to continue but due to a mechanical issue, only 800 gallons were removed. In total almost 4000 gallons of contaminated water were removed.

Water Testing:

At the direction of NHDES, the Town of Sunapee Water and Sewer Department conducted water sampling and tested for Polycyclic Aromatic Hydrocarbons (PAH) and Volatile Organic Compounds (VOC). Initial testing was conducted on 12 June then again on 16 June. Both tests came back as "Non-Detect" for all substances. Town water supply inlet is located 30 feet under water and was in no danger from the spill. As a precaution, NHDES tested the water supply as stated before.

Prevention:

Due to vinyl work being performed by a third party, the labels that normally identify fill valves were covered over. Labels have since been replaced.

Locks were required by the boat owners on the fuel fill valve. These locks were removed by the fuel vendor and not replaced.

Improves:

Activation of the town EOP #10 *Hazardous Materials Response* would have given multiple agencies valuable training with the Emergency Operations Center (EOC). Although all agencies in the EOP were contacted, the EOC was not stood up. The incident was relatively small in scale and the scene was under control quickly enough that it was deemed not necessary.

SFD has requested to have anchor points installed across the river to have somewhere to install oil containment booms in the event this happens again. During this response they had to use rocks and other heavy objects to keep them in place.

Chief Cobb identified the need for the scene to be secured during both the initial response and for the clean-up efforts afterwards. There were a few inquisitive citizens that were within an area that should have been cordoned off for safety reasons. The Chief also suggested some type of identifying vests for officials involved in the response.

Sustains:

Communication amongst all parties involved was quick and effective in containing this spill. The Town Manager put out updates on the status of the harbor and hosted a community forum to have any remaining questions answered.

From the time of the spill until NHDES was notified was 19 minutes. DES commented that the timeliness of the response directly correlated with the spill being minimally invasive.

Costs:

As of the publishing of this report, the Fenton's have reported an estimated cost of \$42,000 to clean up the spill.

Sunapee PD – \$295.27(Billed to the Fenton's)

Sunapee Fire - \$6272.74 (Not billed)

Newbury Fire - \$535.08 (Not billed)

Consumables - \$1381.68 (Reimbursed by NHDES)

Fenton's - 84%

Fire - 13%

NHDES – 3%



**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE
ENERGY**

**Smart Start Program
*Purchase Agreement***

Customer Name: Town of Sunapee

Agreement Date: 03/26/2018

Mailing Address: 23 Edgemont St, Sunapee, NH 03782

Telephone: (603) 763-2449

Facility(ies): W18043 Highway Department

Occupancy: X Owner Renter

Customer will own Smart Start measure(s): X Yes No

1. SMART START MEASURE(S) PURCHASED, COST & ESTIMATED SAVINGS

See Appendix I for costs, rebates, estimated savings and project financing payment options.

2. INFORMATION ACCURACY

Customer has made every effort to provide Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource") with accurate information about the participating building to enable Eversource to assess the energy efficiency of Customer's premises and equipment. Customer acknowledges that the accuracy of Eversource's savings estimates depends on the accuracy of information Customer provided to Eversource.

3. CUSTOMER RESPONSIBILITIES

3.1 Make consecutive monthly payments of: **See Appendix I** to Eversource until all payments have been made or Customer no longer has an account with Eversource.

3.2 Notify Eversource if any of the above measures stop working. Eversource will only pay for repair costs if Customer notifies Eversource and allows Eversource to verify measure failure and authorize the repair. Customer will allow Eversource to inspect the measure(s) to verify measure failure and that failure is not due to customer damage. If Eversource does not inspect the measure and arrange for its repair within 10 business days, Customer's obligation to make monthly payments will cease. However, if Eversource does not arrange for repairs because of Customer's failure to provide reasonable access as noted in Section 5.7 below, Customer's monthly payment obligation will continue.

After any warranty payments are applied, if Eversource has any repair costs that were not reimbursed, Eversource may increase the number of remaining payments to recover all of its costs for repairs, including its cost for administration. Alternatively, Customer may repair measures at Customer's expense and, if applicable, will be entitled to any reimbursement from existing warranties.

3.3 Maintain the installed Smart Start measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Eversource. If Customer will own the measure(s), the Customer is also responsible for any required maintenance and for costs incurred from failure to properly maintain the measure(s).

3.4 Be responsible for costs associated with Customer damage.

3.5 Notwithstanding Customer's responsibility for costs associated with Customer damage or responsibility for maintaining measures, Eversource may repair a measure that is not working (and seek compensation from Customer or owner as appropriate), and recover any costs that were not reimbursed after warranty payments are applied by increasing the number of payments.

- 3.6 Make a good faith effort to participate in Eversource follow-up surveys that are part of evaluating program effectiveness following the installation of the Smart Start measure(s).
- 3.7 When the Customer is the owner of the premises, the Customer shall make all the remaining payments upon closing their electric account or disclose the Smart Start monthly payment obligation to the next customer. The attached disclosure form should be used to disclose the Smart Start obligation to the successor customer. Failure to disclose will constitute permission by the Customer for the next customer to break a lease or purchase agreement for the premises within five business days of applying for electric service. A signed copy of the disclosure form will constitute proof of disclosure. Make sure to save a copy for your protection.

4. CUSTOMER AUTHORIZES EVERSOURCE TO:

- 4.1 Assign the Smart Start Tariff to this location which shall remain in full force until the final Smart Start payment has been paid unless earlier terminated by mutual agreement of Eversource and the customer at this location.
- 4.2 Be its exclusive Agent to coordinate and facilitate the installation of the Smart Start measure(s) listed above and related work including arranging for servicing or replacement if any of the Smart Start measures fail prior to the Customer making the final payment. Notwithstanding the above, Customer may repair measures at Customer's own expense as described in Section 3.2.
- 4.3 Enter into the Contractor Installation Agreement with the Contractor on behalf of the Customer for the purpose of installing the Smart Start measure(s) and related work. The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Installation Agreement and that the Contractor is not an Employee or Agent of Eversource. Eversource will not be liable for personal injury or property damage caused by Contractor or Contractor's agents or employees.
- 4.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, Eversource, and the Contractor.
- 4.5 Issue checks on behalf of the Customer as payment to the Contractor upon satisfactory progress and/or completion of the work pursuant to the terms of the Contractor Installation Agreement. The Customer understands Eversource is not a guarantor of the work performed by the Contractor and that the Contractor is solely responsible for the installation of the Smart Start measure(s). Eversource is also not a guarantor of products and this Agreement does limit or increase Customer's rights regarding manufacturers, vendors and contractors.
- 4.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance on the premises sufficient to ensure Eversource or its financing agent recovers all costs associated with measure installation. Any insurance costs are included in the measure costs noted above.

5. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS

- 5.1 This Agreement shall remain in full force and effect until the final Smart Start payment has been made, Customer closes the account at this location or the Agreement is terminated by mutual consent of the parties.
- 5.2 No Smart Start payments will be due to Eversource until these premises are occupied but no later than three months after the completion of the work.
- 5.3 If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Eversource for all costs incurred for these Smart Start measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest.
- 5.4 At Customer's request, Eversource may terminate this Agreement. Customer must pay all costs Eversource incurred for these Smart Start measures.

- 5.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 5.6 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Eversource addresses noted on this page.
- 5.7 Eversource maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Smart Start measure(s) installed pursuant to this Agreement for the duration of this Agreement.
- 5.8 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Eversource. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by New Hampshire law.

City/Town/School District

Public Service Company of New Hampshire
d/b/a Eversource Energy

By: Donna NASHAWATY
(Print Name)

By: Thomas R. Belair
Thomas R. Belair

By: Donna Nulawcs
(Signature)

Date: 4-2-2018

Date: 3-27-18

MUNICIPAL/SCHOOL DISTRICT ADDENDUM TO
SMART START PURCHASE AGREEMENT

- A. Payments: City/Town/School District represents that it reasonably believes that funds can be obtained that are sufficient to make all payments during the term of this Smart Start Purchase Agreement and agrees that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provisions for such payments to the extent necessary in each annual budget submitted to the City Council/Town Meeting/School District Meeting for the purpose of obtaining funding; using its bona fide best efforts to have such portion of the budget approved. It is the City's/Town's/School District's intention to make payment for the full term of this Agreement if funds are legally available to do so. If appropriated funds are less than are required to perform this Agreement the parties will negotiate to determine a level of Smart Start Monthly Payments which will allow City/Town/School District to continue its obligation to pay for the Smart Start Measures within a mutually acceptable period of time.

Termination on Account of Nonappropriation of Funds: If the parties are unable to negotiate a level of Smart Start Monthly Payments that can be made within available appropriated funds, this Agreement may be terminated only if the following conditions are met that:

- (i) funds were not appropriated for any fiscal period during the term of this Agreement in an amount at least equal to the payments due during that fiscal period for the Smart Start Monthly Payments;
- (ii) written notice of nonappropriation of funds was given to Eversource within thirty (30) days of the adoption of the final budget for that fiscal period;
- (iii) City/Town/School District has exhausted all funds legally available for all payments due under the Agreement; and
- (iv) City/Town/School District acted in good faith and properly and in a timely manner requested sufficient funds to satisfy the obligations due under this Agreement and it diligently pursued and exercised all reasonable efforts to obtain such funds from the governing body that controls such appropriations;

The City's/Town's/School District's legal counsel must certify in writing that all of the above steps were taken. Upon satisfaction of these conditions and counsel's letter verifying same, this Agreement shall be terminated as of the first day of the fiscal period for which sufficient funds were not appropriated; provided, however, that Eversource's rights under the laws of the State of New Hampshire and Eversource's tariff and the Rules and Regulations of the Public Utilities Commission, survive the termination of this Agreement, including, but not limited to, pursuit of damages in a court of competent jurisdiction, the repossession of the installed Smart Start measures at City's/Town's/School District's expense and termination of service for nonpayment at the Customer location where the Smart Start Measures were installed.

- B. Cancellation: Subject to payment of all amounts due upon expiration or termination of this Agreement, City/Town/School District may cancel this Agreement by providing Eversource written notice to that effect not later than Sixty (60) days before the effective date of the expiration or termination.

WHEREFORE Eversource and the City/Town/School District have duly executed this Addendum to the Smart Start Payment Agreement on the date written below.

City/Town/School District

By: Donna Nashawaty
(Print Name)

By: Donna Nashawaty
(Signature)

Date: 3-27-18

Public Service Company of New Hampshire d/b/a Eversource Energy

By: Thomas R. Belair
Thomas R. Belair

Date: 4-2-2018

Public Service Company of New Hampshire d/b/a Eversource

SMART START Program - Customer Purchase Agreement: APPENDIX I

Project Financing Summary / Repayment Option Approval

Prepared for: **Town of Sunapee**

Date Prepared: **03/23/2018**

Facility: **Highway Department**

Eversource Account #: **35-75-91007**

Description: **Lighting Upgrades**

Vendor: **Efficient LED Lighting Systems**

COST / REBATE INFO	...NO Financing Pay Outright	...with Eversource Financing	Difference
Project Cost (from proposal):	\$16,046.27	\$16,046.27	
Eversource Rebate: *	- \$4,870.00	- \$4,383.00	\$487.00
Net Project Cost:	= \$11,176.27	= \$11,663.27	
SMART START Program Charge: ** (one time charge of 5%)	+ N/A	+ \$583.16	+ \$583.16
Total Project Cost:	= \$11,176.27 (outright cost)	= \$12,246.43 (amount financed)	\$1,070.16 ("cost" to finance)

ESTIMATED SAVINGS INFO ***

Estimated Annual Bill Savings:	\$3,602.41
Estimated Monthly Bill Savings:	\$300.20
75% of Est. Monthly Svgs:	\$225.15
25% of Est. Monthly Svgs:	\$75.05

Eversource Rate: **G**
Rates in effect as of: 02/16/2018
Est. kWh Savings: **18,311**
Est. KW Savings: **7**
Months w/ KW Svgs: **12**

PAYMENT INFO ****

Payment Option 1 - Keep 25% of the Est. Monthly Bill Savings as immediate Cash Flow. Use 75% to repay Eversource.

Payment Option 2 - Use 100% of the Est. Monthly Bill Savings to repay Eversource. (Shorter Repayment Term)

Initial Choice	Consecutive Payments of (Delivery Charge)	x	Repayment Term (Months)	=	Total Payments	Estimated Monthly Cash Flow ***
<input type="checkbox"/> Payment Option 1 (Use 75% Keep 25%)	\$226.79	x	54	=	\$12,246.66	\$73.41
<input checked="" type="checkbox"/> Payment Option 2 (Use 100%)	\$298.69	x	41	=	\$12,246.29	\$1.51

SIGNATURE / APPROVAL

By signing below I authorize the repayment schedule (Payment Option) chosen above as initiated in the box next to the Option chosen.

By: DONNA NASHAWATY print name By: Donna Nashawaty signature Date: 3-27-18

* Rebates for Projects that are financed through the SMART START Program are subject to a 10% reduction.

** The SMART START Program Charge is a one time charge assessed at 5% of the Net Project Cost.

*** All Bill Savings and Cash Flow figures are estimates only and are not guaranteed nor implied.

**** Due to the requirement for the Repayment Term to be a whole number of months the Repayment Delivery Charge may not exactly equal 75% or 100% of the savings.

Project Analysis Sheet

Acct # 56875941098

CUSTOMER NAME: Sunapee Highway Department
ADDRESS: 624 Route 11
CITY, STATE: Sunapee, NH 03782
PHONE #: Ph: (603) 748-0201
CONTACT: Craig Heino

Contractor:
Auditor:
Audit Date:
KWH Saved:
KW Saved:
Audit Number:

Sunapee Highway Department - Updated
Efficient LED Lighting Systems
Peter Salvitti
11/15/2017
16,579.50
7.27

[illegible]

FIXTURE QUANTITIES	60
ESTIMATED PROJECT COST:	\$9,626.27
ESTIMATED KW EXISTING:	11.49
ESTIMATED KW PROPOSED:	4.22
ESTIMATED KW SAVED:	7.27

Year	1	2	3	4	5	6	7	8
Total costs - Existing	\$4,330	\$8,876	\$13,649	\$18,661	\$23,924	\$29,450	\$35,252	\$41,344
Total costs - LED	\$11,137	\$12,724	\$14,390	\$16,139	\$17,976	\$19,905	\$21,930	\$24,056
	\$4,546.09	\$4,773.39	\$5,012.06	\$5,262.67	\$5,525.80	\$5,802.09	\$6,092.19	
	\$1,586.65	\$1,665.98	\$1,749.28	\$1,836.74	\$1,928.58	\$2,025.01	\$2,126.26	

Bill of Materials	
28W LED Surface Wraps	
9W LED Down Lights	
40W LED WALL PACK	
15 W Par 38 LED Flood Bulbs	

<u>EXISTING SYSTEM</u>	
CONNECTED LOAD (WATTS):	11486
ANNUAL KWH USAGE:	25468
ANNUAL LIGHTING COST:	\$4,584.29
ENERGY COST (\$/KWH):	\$0.18

PROPOSED SYSTEM
CONNECTED LOAD (WATTS):
ANNUAL KWH USAGE:
ANNUAL LIGHTING COST:
ANNUAL COST REDUCTION:

PROPOSED SYSTEM	
CONNECTED LOAD (WATTS):	4217
ANNUAL KWH USAGE:	8889
ANNUAL LIGHTING COST:	\$1,599.98
ENERGY COST (\$/KWH):	\$0.18

Annual Consumption (kWh)		Annual Energy Cost (\$)	
EXISTING	LED	EXISTING	LED
25,468.28	8,888.78	\$4,330	\$1,511

65.10% **\$2,819**