



TOWN OF NEWMARKET, NEW HAMPSHIRE

Wednesday, August 18, 2021, 7:00 PM
Council Chambers

1. Pledge of Allegiance
2. Public Forum
3. Town Council to Consider Acceptance of Minutes
 - a. July 21, 2021
4. Report of the Town Manager
 - a. Town Manager's Report
 - b. Department Reports
5. Committee Reports
6. Old Business
 - a. Resolutions/Ordinances in the 2nd Reading
 - i. Resolution 2021/2022-01 - Establishing Juneteenth as a Holiday
 - ii. Resolution #2021/2022-02 Community Power Coalition Joint Powers Agreement
 - iii. Resolution #2021/2022-03 Change in Solid Waste Fees
 - iv. Resolution #2021/2022-04 - Investment Policy Review and Adoption
 - v. Resolution #2021/2022-05 - Huber Thickener Project
 - vi. Resolution #2021/2022-06 - Reinstate the Ad hoc Riverfront Advisory Committee
7. New Business/Correspondence
 - a. Town Council to Consider Nominations, Appointments and Elections
 - i. Gretchen Kast - Ad hoc Riverfront Advisory Committee - Term Expiration - June 2024
 - ii. Peter Sawtell - Ad hoc Riverfront Advisory Committee - Term Expiration June 30, 2024

iii. **Dale Pike - Ad hoc Riverfront Advisory Committee - Term Expires June 30, 2024**

b. Resolutions/Ordinances in the 1st Reading

c. Correspondence to the Town Council

i. **Energy & Environment Advisory Committee Letter**

d. Closing Comments by Town Councilors

e. Next Council Meeting

i. **September 1, 2021**

8. Adjournment

Visitor Orientation to the Town Council Meeting

Welcome to this evening's Council meeting. Please note that the purpose of the meeting is for the Council to accomplish its work within a qualitative time frame. Meetings are open to the public, but public participation is limited. If you wish to be heard by the Council, please note the "Public Forum" at the beginning of the meeting to speak to items on a meeting agenda and/or matters pertaining to the business of the Council. In addition, public hearings may be scheduled for public comment on specific matters.

Speakers must be residents of the Town of Newmarket, property owners in the Town of Newmarket, and/or designated representatives of recognized civic organizations or businesses located in the Town of Newmarket. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the presiding officer and the Council as a body and not to any individual member.

Each speaker shall be provided a single opportunity for comment, limited to three (3) minutes. Public forum shall be limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Council may not have discussed or taken a position on a matter. Public Forum is not a two-way dialogue between speaker(s), Councilors, and/or the Town Manager. The Chair will preserve strict order and decorum at all Town Council meetings. Outbursts from the public are not permitted.



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Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
July 21, 2021	8/4/2021	Cover Memo

TOWN OF NEWMARKET, NEW HAMPSHIRE

TOWN COUNCIL REGULAR MEETING

July 21, 2021 7:00 PM

Town Council Chambers

6:30PM NON-PUBLIC MEETING PURSUANT TO RSA 91-A:3,II(d) CONSIDERATION OF THE ACQUISITION, SALE OR LEASE OF REAL OR PERSONAL PROPERTY

Councilors Present: Council Chair Toni Weinstein, Council Vice-Chair Helen Sanders, Councilor Jonathan Kiper, Councilor Megan Brabec, Councilor Scott Blackstone, and Councilor Katanna Conley.

Councilors Excused: Brian Ward

Staff Present: Finance Director William Tappan, Environmental Services Director Sean Greig, Public Works Director Rick Malasky and Wendy Chase, Recording Secretary.

Staff Excused: Town Manager Stephen Fournier

Chair Weinstein convened the meeting at 7:00 PM followed by the Pledge of Allegiance,

Chair Weinstein stated that Councilor Ward was excused.

Vice-chair Sanders Moved and Councilor Conley Seconded the Motion to come out of Non-public Session at 6:45 PM. Call of the role; the Motion passed unanimously in favor of the Motion (6-0).

Vice-chair Sanders Moved and Councilor Conley Seconded the Motion to Seal the Non-public Minutes of July 21, 2021. Call of the role; the Motion passed unanimously in favor of the Motion (6-0).

AGENDA

DRAFT MINUTES

PUBLIC FORUM

Chair Weinstein opened the Public Forum at 7:05 PM.

Chair Weinstein closed the Public Forum at 7:05 PM without public comment.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

June 16, 2021 Meeting Minutes

Councilor Sanders made a motion to Approve *the June 16, 2021 Meeting Minutes*, which was seconded by Councilor Conley.

Motion was Passed by a vote of 6-0-0.

REPORT OF THE TOWN MANAGER

Town Manager's Report

Finance Director William Tappan read the Town Manager's report into the record.

Highlights of the Town Manger's Report:

- **COVID-19 Update:** As of July 12 there are no active COVID-19 cases in Newmarket. There are 571 cumulative cases.
- **Vaccination:** As of July 13 817,033 (60%) people in New Hampshire have received their first dose of the vaccination and 747,865 (55%) are fully vaccinated. There are a number of places in the area including Rite Aid in Newmarket offering the vaccine.
- **State Budget Update:** The Governor signed the State budget into law. In FY22 it is anticipated that Newmarket will receive \$643,556 in meals and rooms tax; the \$100 million reductions to the state education property tax (SWEPT) will result in a reduction of approximately \$.56 on the tax rate. The highway block grants will be 2.8 million less than the amounts distributed in the current budget. \$1 million will be distributed for matching grants to local law enforcement agencies to assist with the purchase, maintenance, and replacement of body-worn and dashboard cameras.

Department Reports June 2021

Chair Weinstein commented on the informative department reports. She highlighted the following:

- **Police** - The Governor's LEACT Commission has new mandated 24 hours of annual training for every certified law enforcement officer in the State versus the current 8 hours annually. She commented that it will cause a bump up in overtime hours and something to think about with the upcoming budget season. She commended Officer Stevens for his quick actions that resulted in saving two homes from fire in the Sleepy Hollow MHP.
- **Fire Department** - The ladder truck assisted a child on Beech Street who was stuck in a tree attempting to put a baby bird back in its nest.
- **Recreation Department** - Recreation Director Aimee Gigandet received the NCEP Nicolas Popov Award. The Splash Pad is now open.
- **Welfare Director** - Chair Weinstein commented that she is happy to see this report back in the monthly packets.
- **Channel 13** - In the month of June Channel 13 covered 13 events and meetings as well as graduation and awards night. Tim and Hilary work hard and always with a smile on their faces.

- The wastewater facility performed unbelievably well during the month of June. The facility discharged an average of 1.8 mg/L of total nitrogen for June. For the fiscal year 2021, the facility discharged 4,080 pounds of total nitrogen to the Lamprey River. That is a 93% reduction from the old wastewater treatment process that would discharge an average of 62,000 pounds of total nitrogen per year.

Vice-chair Sanders said the Splash Pad ribbon-cutting ceremony will take place on August 11th.

Chair Weinstein read two Proclamations into the record. Theresa Boisvert (the current recipient of the Boston Post Cane) who is turning 100 years young on July 27th and Mike Hoffman who will be retiring at the end of this month.

COMMITTEE REPORTS

Vice-chair Sanders reported that the Arts & Tourism Commission met on Monday and they are continuing to work on the gift acceptance policy. She said Arts in the Park is going well. They are highlighting an artist every week and raffling off a piece of art every week. The next meeting will be held on August 16th at 7:00 PM at Schanda Park and it will be open to the public. The Commission is looking for a new project. They will be talking to Recreation Director Aimee Gigandet to discuss minor renovations to Arbor Park.

Councilor Brabec reported that the Conservation Commission met last week and said that an Eagle Scout will be doing a project at Heron Point over the next year. There is additional signage going up at Wiggin Farm to encourage the public to keep their dogs on the trails. They are in the process of completing the grant application. Chair Weinstein said she received concerns of bacteria in the water at Schanda Park and inquired whether the Conservation Commission is aware and if they would consider putting up signage regarding it.

Councilor Blackstone said the Planning Board met and the Board approved a planning board application to allow four 1-bedroom apartments and 2 studio apartments in the Masonic Building above the Crack Skulls restaurant.

OLD BUSINESS

RESOLUTIONS/ORDINANCES IN THE 2ND READING

Resolution # 2020/2021 - 52 Environmental Services Department Truck 2 Replacement

Councilor Sanders made a motion to Approve *Resolution #2020/2021-52 - Environmental Services Department Truck 2 Replacement*, which was seconded by Councilor Conley.

Environmental Services Director Greig explained that the old truck will be replaced with a similar truck. 50% of the money will come out of the Water Capital Reserve Fund and 50% will be coming out of the Sewer Capital Reserve Fund.

Motion was Passed by a vote of 6-0-0.

Resolution #2020/2021-54 - DPW International Dump Trucks Lease Purchase

Councilor Sanders made a motion to Approve *Resolution #2020/2021-54 - DPW International Dump Trucks Lease Purchase*, which was seconded by Councilor Conley.

DPW Director Malasky explained that they typically replace the snow removal trucks every 12 years but they have had these two trucks for 13 and 16 years. The purchase of the two new trucks will be a lease purchase. The current trucks will be offline in September and the new trucks will not be available until December. He said he will come before the Council each year requesting money be taken out of the Capital Reserve Fund for the yearly lease payment. He said as far as plowing snow the crew will have to work with what they have from September until the new trucks are delivered. It will take longer to do the routes so there will probably be an increase in overtime.

Director Malasky said the renovations to the dam are complete and it is working really well. The ribbon-cutting ceremony will be on August 4th at 4:00 PM.

Motion was Passed by a vote of 7-0-0.

NEW BUSINESS/CORRESPONDENCE

TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS

Peter Nelson - Strafford Regional Planning Commission Representative - Term Expiration March 1, 2025

Councilor Sanders made a motion to Approve *the nomination of Peter Nelson to the Strafford Regional Planning Commission*, which was seconded by Councilor Conley.

Mr. Nelson commented that he is a part of the organization Pathways to Play and they created a recreational map for the Town of Newmarket. They also mapped all the recreation sites in the Strafford Region. He said that the Town is represented by one of the better regional planning commissions in the State.

Motion was Passed by a vote of 6-0-0.

John Greene - ZBA Member - Expiration April 2022

Councilor Sanders made a motion to Approve *the appointment of John Greene to the Zoning Board of Adjustment with an expiration date of April 2022*, which was seconded by Councilor Brabec.

Motion was Passed by a vote of 6-0-0.

Resolutions/Ordinances in the 1st Reading

Resolution 2021/2022-01 - Establishing Juneteenth as a Holiday

Chair Weinstein read Resolution #2021/2022-01 into the record.

Resolution #2021/2022-02 Community Power Coalition Joint Powers Agreement

Chair Weinstein read Resolution #2021/2022-02 into the record.

Resolution #2021/2022-03 Change in Solid Waste Fees

Chair Weinstein read Resolution #2021/2022-03 into the record.

Resolution #2021/2022-04 - Investment Policy Review and Adoption

Chair Weinstein read Resolution #2021/2022-04 in title only with no objection into the record.

Resolution #2021/2022-05 - Huber Thickener Project

Chair Weinstein read Resolution #2021/2022-05 into the record.

Resolution #2021/2022-06 - Reinstate the Ad hoc Riverfront Advisory Committee

Chair Weinstein read Resolution #2021/2022-06 into the record.

CORRESPONDENCE TO THE TOWN COUNCIL

There was no correspondence.

CLOSING COMMENTS BY TOWN COUNCILORS

Vice-chair Sanders encouraged those who have not yet received the Covid-19 vaccine and who are eligible to seriously consider getting it.

Chair Weinstein said there will be pop-up mobile vaccine stations available in the area and reminded residents that they can get the vaccination at Rite Aid Pharmacy.

NEXT COUNCIL MEETING

August 18, 2021

ADJOURNMENT

Chair Weinstein adjourned the meeting at 7:50 PM without objection.

Respectfully submitted,
Wendy Chase, Recording Secretary



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TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Town Manager's August 18, 2021 Report	8/12/2021	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN MANAGER

REPORT OF THE TOWN MANAGER
August 18, 2021

COVID-19 and Vaccination Update: As of August 10, there are 12 active cases in the community. We have had 585 (6.1% of population) cumulative cases.

Our health region (Seacoast) and Rockingham County both have substantial levels of community transmission. The Seacoast Health Region has seen 5.4% increase in new cases over the past week and Rockingham County has seen an increase of 5.8%.

While this is increasing due to the delta variant, we are not seeing the high transmission rates that the southern states are.

As of right now, we are not recommending any change in the mask mandate. Part of the reason is our hospitals are not seeing a large increase in cases. In the Seacoast Hospital Group (Exeter, Frisbee, Huggins, Portsmouth, and Wentworth Douglass) there are 14 confirmed hospitalizations, but they are not overwhelming the system. Please note that mask mandates were not to get the community to zero cases, but to lessen the impact on hospitals.

I have begun to meet with Lamprey Health Care to increase our vaccination numbers. They are willing to hold clinics in town and offer incentives for people to get vaccinated. We are concerned that an area that may be underserved is people in congregate housing. I have reached out to the Executive Director of the Newmarket Housing Authority and the Cheney Group to work with them to encourage more vaccinations.

breakdown:

	Pop.	At Least 1 Dose	% At least 1 Dose	Fully Vaccinated	% Fully Vaccinated
Newmarket	9,445	5,625	59.6%	5,213	55.1%

We would like to remind people that the State sites have closed, but they can get vaccines at several places including Rite Aid here in town. If they need more information, they can go to vaccines.gov.

Community Development: As the Town Council is aware, we asked for a review of the Planning and Building Safety Departments. We asked MRI to review the current conditions and practices of the Newmarket Planning and Building Permitting offices to determine present conditions and opportunities for change. This continues the direction proposed by MRI in the prior report of November 2016 to further define an appropriate level of staffing to effectively administer and support growth and development proactively. Additionally, driving this need is the proposed retirement of the incumbents in those positions.

After their review MRI came up with the following recommendations:

1. We recommend that the informal organization of Building, Planning, and Zoning be combined into a single department. This department would consist of a Planner, a Code Official, and the Administrative Assistant. Some of the present functions of the Planner and possibly the Building Inspector should be reallocated or, if found unnecessary, cease.
2. Zoning Administration should be delegated to the Code Official rather than the Director of Community Development.
3. Engineering and related technical activities should be delegated to an engineer – either a Town Engineer, or a third-party consultant that might be on retainer or utilized on an as-needed basis.
4. The main function of the Planning Office should be the advancement of future planning such as studies related to the quality of life in Newmarket, the review and advancement of elements of the Master Plan as well as monitoring compliance with the master plan. Part of the effort in this office should be complicit with the Town of Newmarket's economic development goals and objectives.
5. The Administrative Assistant should have a core function like a Permit Technician which will allow the flow of plans and approvals as well as inspections to be more formally organized around this central position (informally it is now). This would also allow better customer service as well as one-stop permitting in some cases.
6. A minute taker function should be explored, with the consistent workload and the ability of staff to maintain it, having that function realized outside of their daily duties would be beneficial.
7. A review should be conducted for record keeping. The maintenance of files and preparation for Laserfiche may be more efficient if connected to the larger record keeping activities of the town. Most permitting software products allow the applications, plans, and inspections records to be stored as part of the software. The present permitting software may have this function.

We have begun to implement this already. I am revising the job descriptions to make these changes. One item will be the new Code Enforcement Officer/Zoning Administrator will be a fulltime position to address these issues.

I am including a copy of the analysis with this report.

FY23 Budget: Even though FY22 budget has just begun, we are already planning for FY23. Community Development is beginning the CIP process and Finance has distributed budget worksheets to department heads. I will be presenting my budget to the Town Council by October 15 as required by Town Charter. Traditionally, we have held a Saturday workshop to review the budget. I would recommend October 23 beginning at 9AM.

CPI: We are continuing to see the Consumer Price Index rise. The following is a breakdown of the increase from 2020.

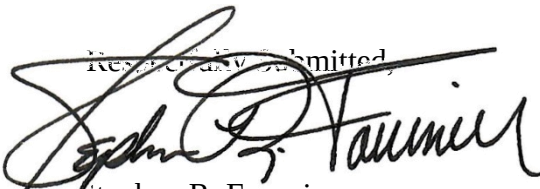
<u>U.S. City Average</u>	<u>Northeast region</u>	<u>Boston- Cambridge- Newton</u>
% change from Jul 2020	% change from Jul 2020	% change from Jul 2020
5.4	4.3	4.3

This remains at a 20 year high. While this may just be a correction from the pandemic, we need to continue to monitor inflation.

Splash Pad:

*****This section will not be reported orally to the Town Council at the meeting but will use this as a chance to update on any developments in ongoing projects. *****

Economic Development Plan:

~~Respectfully submitted,~~

 Stephen R. Fournier
 Town Manager

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TOWN OF NEWMARKET, NH

ANALYSIS OF PLANNING, BUILDING, & ECONOMIC DEVELOPMENT FUNCTIONS

JULY 2021

INTRODUCTION

This assessment was requested to review the current conditions and practices of the Newmarket Planning and Building Permitting offices to determine present conditions and opportunities for change. This continues the direction proposed by MRI in the prior report of November 2016 to further define an appropriate level of staffing to effectively administer and support growth and development proactively. Additionally, driving this need is the proposed retirement of the incumbents in those positions.

As part of the review, present practices have been documented (see Addendum) to be able to compare to best practices and industry standards with an eye towards efficiency and effectiveness. Underpinning the recommendations is an understanding of how artificial barriers can be an impediment and harm the town's economic growth.

ANALYSIS

To conduct the evaluation MRI completed the following tasks:

- Collected data and completed interviews as necessary.
 - Mike Hoffman- Building Inspector
 - Sue Jordan- Administrative Assistant
 - Diane Hardy- Planner and Zoning Administrator
 - Steve Fournier- Town Manager
- Compared to best practices:
 - Reviewed the number of inspections made, types and Certificates of Occupancy issued, pass/fail rates.
 - Reviewed compliance with RSA 155- A: 3 and ICC/IRC minimum requirement for permits/ inspections and certificates of occupancy.
 - Reviewed the level of detail of plan review and inspections of one and two-family

dwelling, multifamily dwelling, and commercial buildings and the use of forms/check-sheets/software. There is little permitting for projects larger than single family.

- Reviewed the approval process for development in both Planning and Inspections.
- Reviewed office functions.

ORGANIZATION

The Planning and Building Inspections efforts are housed in separate departments, but they share one staff member. The Planner manages the planning and zoning responsibilities for the Town which includes the Planning Board, and the Zoning Board of Adjustment. She is the Zoning Administrator. The part-time Inspector (8 till 1) manages permits of various sorts and is the Health Inspector. Permit applications and information are entered into a new software permit system which has been identified as cumbersome by the Inspector and the Administrative Assistant.

The steps described by the inspector to review and manage plans review and the issuance of permits are reasonable and fairly comprehensive. Reviewed for completeness, plans and permit applications are sorted and distributed to departments and reviewers. The ethic of the inspector is to not be an “I gotcha” kind of inspector, but the type that community members seek advice from. He functions as a code consultant that relies on enforcement as a last resort. He believes that encouragement and education are the first tools of the building safety professional. He has credentials from the International Code Council that are up to date. To obtain these credentials you must pass an examination and maintain them by participation with peers and defined continuing education.

The Administrative Assistant has multiple functions and roles. In addition to document management and minutes she is also the central figure for customer service and permit procession management. Typical of her responsibility are those commonly described as a Permit Technician.

Copies of jobs descriptions (which shows existing and proposed) were provided.

Administrative Support

The Administrative Assistant is the core of the office function is the office manager, and under most circumstances will be the first person contacted by the public. For Planning as well as for the Building Inspector, the Administrative Assistant performs regular office duties such as data entry and the preparation of a variety of paperwork, including correspondence, notices of upcoming classes, memos, emails, memoranda, and forms. Upon request, the Administrative Assistant conducts research and compiles data for boards, committees, supervisors, other departments and is often in support of special projects.

She additionally maintains current and archived filing systems, files of correspondence, memoranda, building plans, reports, studies, septic plans, all permits, inspection records, and a variety of other material, both hardcopy and electronic. Other duties include the distribution of agenda for Town boards and departments. The Administrative Assistant also maintains the website for Planning and the Building Inspector. One function that is not often seen in such a small department is the scanning of paperwork of official documents, permits, minutes, correspondence, plans, applications, studies, etc., for the laser fiche archive. The Administrative Assistant compiles statistics and creates monthly & annual Building Safety Department reports including building permits pending, issued, and completed, as well as details of all inspections for each permit. Creates, updates, and maintains computer databases of archived material, including recorded plans, Town building projects, other building plans, tax maps, court records, and other material. She collects, records, and reconciles appropriate fees and prepares bank deposits and compiles monthly statistics for data collection agencies and the Census Bureau.

Directly for and with customers, the Administrative Assistant receives telephone calls and customers to the department. She screens for nature of business and refers to administrative superior. When necessary or when possible, she answers inquiries based on her knowledge of operations and assists the public by supplying information. Often the Administrative Assistant interacts with developers, realtors, appraisers, attorneys, clients, the general public, and vendors. As part of this interaction, she will;

1. Receive complaints regarding zoning, property and health issues and refer them;
2. Assist the public in the completion of applications for alarm permits, building permits, sidewalk café permits, sign permits, vendor permits, water and sewer hookups, oil burner permits, home businesses, and other applications.
3. Receive completed Building applications and calculates necessary fees.
4. Assists the public in the completion of applications for site plan, subdivision, boundary line adjustments, impact fee waivers, special use permits, variances, special exceptions, appeals from administrative decisions, equitable waivers, and other applications.
5. Receives completed Planning and Zoning applications and calculates necessary fees.

Most of the duties described so far fit very well with the function of an intake person/customer service person with duties related to permit/plans intake and management. In addition to those very core functions the Administrative Assistant:

1. Transcribes and distributes Planning Board and Zoning Board of Adjustment minutes.
2. Transcribes minutes for both Planning and Zoning Boards.
3. Prepares for various meetings, makes meeting room reservations, sets up nameplates, sets out paperwork, agendas, applications, public informational paperwork, etc.
4. Reviews and records plans and other documents at the Rockingham County Registry of Deeds, in Brentwood, NH.
5. Interacts with and assists Planning Board and Zoning Board members, as well as other committees and members, such as Capital Improvements Program Committee, Macallen Dam Study Committee, Economic Development Committee, etc., as necessary.
6. Occasionally, takes minutes at certain subcommittee meetings and conferences, such as developers' meetings, transcribes and distributes them.
7. Makes sure Planning Board members have paper copies of application material and Zoning Board members have electronic copies prior to meetings.

Planning

The planning function of this department seems to consist largely of plan review, with less time devoted to future planning. We understand that the Planning Board does engage in regular updates to the Town's Master Plan; however, based on our interview with the Planner, much time seems to be spent on processing applications, and on monitoring various engineering projects – some related to development applications, and others related to special projects for which grants have been awarded.

It also appears that other aspects of planning are not getting the attention they should, including economic development. It is less clear to us whether the land use regulations are being amended and updated to reflect current master plan work.

Surprising to us was learning that the Town Council is leading an effort to develop future plans for two areas of town. We find it odd that this effort is being initiated by the Council and not the planning department.

We think the planning function could benefit greatly from more robust use of geographic information technology. The office does have ArcView, however, we believe that more investment in this tool, including training would reap significant benefits for the planning function. Whether this means more time for the Planner to devote to this, or another staff person (part-time?), is not clear to us at this time.

Permit Process

The land development process prior to building permitting is more complex and time consuming than it should be. When the process has advanced to the point of permit application that process is straightforward. Most of the proposed work frankly is minor, with single-family houses as the largest construction generally.

Policies, Procedures

The written policy for Building inspection is simple to understand, and comprehensive. It should however be reviewed for present accuracy, and it should be made available to the public.

Policies and procedures for the planning functions are somewhat more straightforward, in that – for the planning and zoning boards at least, there are state statutes that dictate the manner in which applications are processed. Furthermore, the Planning Department utilizes completeness checklists for both site plan review and subdivision applications, which is an effective method to guide both applicants and the planner's review.

For other boards and committees there do not appear to be official policies or procedures in place.

Plans Examination

The inspector states that he uses the residential checklist mostly as a guide. This checklist is adequate for single-family plan review, but it should be reviewed and if needed updated to the 2015 State Minimum Building Codes. The inspector states that this checklist, when used, is not normally filed with the permit. No checklist was presented that is used for commercial work. The details shown for commercial work that are reviewed are much less comprehensive than residential, with some reliance on the design professional and/or special inspector. We would recommend that a checklist be created for either commercial (a minimum size or use category can be established), or software used, or outsourcing the review can become standard. A checklist can be detailed or a summary and filed for each project. Ideally, the department would use a software product.

Inspections

The inspector states that he uses the town checklist mostly as a guide (except perhaps for projects that are more commercial or complex and then filed). It is best practice to use some sort of checklist for inspections to create a permanent record of what was inspected. Anytime one is used it should be filed as part of the record. No checklist was presented that is used for commercial work and there is some reliance on the design professional and/or special inspector. There are checklists available that could be adapted, or there are technical solutions potentially that could assist. No fee is charged for re-inspections. Some inspections are allotted 30 minutes including travel time. Single-family rough (IE. Framing, Electrical-wiring, Plumbing- concealed piping) inspections and single-family final inspections are typically allotted an hour but may be modified due to scope of project. Based on an analysis of the items normally checked for single-family permit plans review and for inspections in New Hampshire, there is barely enough time to complete these inspections and perform the other duties assigned to the position. Should the town require more detailed inspections or should there be changes in code or permit requirement the time allotment will be challenging with the present tight workload and time available.

The Inspector

The inspector is normally in the office for two hours and then in the field for three hours. 50% of his time is spent on plan review and inspections. Zoning, planning regulations and other code enforcement duties approximate 25% of the time. Health Officer and Emergency Management Team duties approximate 10%. Another 15% could be categorized as economic and community development. Some of this work is special assignments such as liaison to the Ad Hoc Riverfront Advisory Committee, liaison to the Newmarket Business Association, liaison to the Newmarket Main Street Corporation, Joint Loss Management Committee oversight or working on welcoming signs or park signage. The present inspector, while well qualified and experienced, does not have any certifications that relate to New Hampshire building codes other than the Residential Code. There are also none for the trades. When the town seeks to replace the inspector after his retirement, the replacement should either have certifications for the trades in addition to residential building inspection and plans review. Ideally the new inspector would have certification as a Certified Building Official or ideally a Master Code Official. A person with minimal qualifications can be hired with the requirement that within a specified period of time they are able to achieve other certifications. One other path for this would be to have a third-party review of the plans and/or inspections in addition to any special inspections for larger projects. It is clear from the workload documented that the Building Inspector may be performing most of the zoning approvals. The Planner is the Zoning Administrator. We would recommend that this position become full-time and be the Zoning Administrator. This will allow more time to provide service and should provide more opportunity for the Planner to conduct future planning.

The incumbent Building Inspector is well qualified for this position which is primarily residential construction. He is also active with the New Hampshire Building Officials Association and has through continuing education kept his national (ICC) certifications up to date.

Certified under this name	City	State	Certificates
Michael Hoffman	Durham	NH	Residential Electrical Inspector (expires 03/18/2022)
			Residential Building Inspector (expires 03/18/2022)
			Fire Inspector II (expires 03/18/2022)
			Fire Plans Examiner (expires 03/18/2022)
			Fire Inspector I (expires 03/18/2022)

The Planner

The planning position is staffed by a full-time Town Planner who is responsible for a wide range of planning and zoning activities that are typical for this position, e.g., staff support to boards and committees, processing development applications, etc. In addition to the typical and customary responsibilities, the Planner is also engaged in other activities that are not as typical, i.e., grant writing, overseeing the projects that are funded in this way, monitoring the MS4 requirements; in essence, acting as a default town engineer on many projects.

Based on our interview, it appears that the planning function in the office is somewhat overtaken by processing applications and these other tasks that the Planner has taken on. This workload imbalance does not leave sufficient time for the Town Planner to actually engage in or initiate future planning initiatives, which has a direct impact on economic development in Newmarket (addressed below). In some ways, this position has evolved to the point that the Planner spends at least the same amount of time if not more, as an administrator than a planner.

Technology

Each Planning and Inspections employee interviewed expressed concern about the new software used to manage the building permit process. The problems and delay they experience may have a number of causes but reviewing those issues was not the charge of this review. Technology can be especially useful

for processing, documentation and for communication. The Building Inspector does not use software for plans review but does to some extent use a plan review checklist. The advantage of a checklist or software is that it forces a standard to be applied across the board and creates a record. Also being human, it can help prompt, so that important items are not missed. This is true of the inspection process as well. Codes can be accessed on the phone; and notes and records (and yes checklists) recorded to the file via phone or tablet. The actual inspection can be recorded (and done remotely by the permit applicant) and permanently recorded. Important for single-family but much more so for commercial projects, especially should Newmarket have larger buildings proposed.

Economic Development

The goal should be that planning and building inspection services are advocates of the evolution of the community, not a hindrance. There are clear economic impacts that arise from Planning practices, Zoning and Building Codes. Planning processes can make development or redevelopment difficult or simple depending on how they are specified, organized and managed. Overzealous enforcement of building codes causes conflict, delay, and expense, especially when the Code Official is not competent. Long range planning and with zoning code amendments to update allow a community to take advantage of new ideas and evolving types of uses. Many of our zoning codes conceptually have not changed since the 1920's and if reviewed in some detail they show thinking current 20 years past. Building codes have evolved through the years to address safety issues and respond to calamities such as earthquakes, hurricanes and building collapses as well as fires. Just as important are changes that reflect new technique and materials. However, when the rules or the enforcement of the rules are out of character with the community you get a drag on the process, delay and cost.

To achieve the goals of high value with an eye towards efficiency, we must look at the development review process differently. It is effective to combine planning operations and building permitting into one single entity with the goal of protecting values and rapid processing. In this world of competitive communities and high costs an easy workflow and decision process assures that these goals are met. High goals, predictably and rapid permitting promote economic stability.

KEY RECOMMENDATIONS

Our key recommendations are as follows:

1. We recommend that the informal organization of Building, Planning and Zoning be combined into a single department. This department would consist of a Planner, a Code Official, and the Administrative Assistant. Some of the present functions of the Planner and possibly the Building Inspector, should be reallocated or, if found unnecessary, cease.
2. Zoning Administration should be delegated to the Code Official rather than the Planner.
3. Engineering and related technical activities should be delegated to an engineer – either a Town Engineer, or a third-party consultant that might be on retainer or utilized on an as-needed basis.
4. The main function of the Planner should be the advancement of future planning such as studies related to the quality of life in Newmarket, the review and advancement of elements of the Master Plan as well as monitoring compliance with the master plan. Part of the effort in this office should be complicit with the Town of Newmarket's economic development goals and objectives.
5. The Administrative Assistant should have a core function like a Permit Technician which will allow the flow of plans and approvals as well as inspections to be more formally organized around this central position (informally it is now). This would also allow better customer service as well as one-stop permitting in some cases.
6. A minute taker function should be explored, with the consistent workload and the ability of staff to

maintain it, having that function realized outside of their daily duties would be beneficial.

7. A review should be conducted for record keeping. The maintenance of files and preparation for Laserfiche may be more efficient if connected to the larger record keeping activities of the town. Most permitting software products allow the applications, plans, and inspections records to be stored as part of the software. The present permitting software may have this function.

The intent is to organize around the concept of service, where service is high value, high standards and quick decisions with Economic Development as a core goal. The organization coordinates the work of a “one-stop” permitting service for planning and zoning, building and possibly fire permit applications. The Organization works with collaborating town departments to implement technology for effective processes and systems, establishes priorities for completion of permit review and approval processes, including providing information and education to promote user compliance and citizen satisfaction. One goal of the department should be to obtain and maintain a Building Code Effectiveness Grading Schedule of at least 4:4. There are varying titles for combined departments. Titles include Community Development or Development Services when the focus is more Economic Development, where the department head coordinates all review and approval resources. When the goal is strictly public safety, the organization tends to include or be part of fire safety. All three staff members expressed that they are having difficulty with the permitting software. Review of those problems or how they may or could be resolved was not part of this review.

ADDENDUM

A well-written permit and inspection policy was provided, but it does not appear to be on the town website and transparent to the public. The types of permits reviewed and issued as well as the permit steps are generally in conformance with the adopted state Building Codes as well as the recommended practice of the New Hampshire Building Officials Association. Copies of plans review, and inspection checklists were provided, they are used for most inspection and filed, but not used and filed generally with permit reviews. Plan review software is not used. Quite a bit of general permit information as well as general code information is available of the Town website. This assists with the ability of the public at large (or non-town contractors) to understand the requirements for permits and inspections and creates transparency. Overall operations compare favorably with other departments in New Hampshire and better than most small departments.

THE BUILDING PERMIT AND INSPECTION PROCESS

The Permit Process: In the Town of Newmarket most of the permits by classification are single family dwellings and minor building and/or sub-trade permits. Minor building permits are minimally reviewed. Larger projects such as new single-family houses, additions, commercial building receives more detailed review provided the code and checklist are followed. No actual review of the permits and plans to determine the quality assurance or quality control of the plans was conducted.

This is the permit count that reflects what is contained in the Town Report when permits are classed as Building, Electrical, and Plumbing.

	Building Permits	Single Family	Fees	Valuation
(Building permits only)				
2020	93	6	\$ 10,350	\$ 20,000,000
2019	122	14	\$ 56,768	\$ 10,160,853
2018	117	19	\$ 51,104	\$ 31,174,176
2017	129	24	\$ 51,463	\$ 9,337,622
2016	129	43	\$ 63,996	\$ 11,457,682
2015	134	25	\$ 45,991	\$ 9,645,108
2014	129	10	\$ 38,847	\$ 7,442,055
2013	128	1	\$ 24,173	\$ 4,174,822
2012	157	6	\$ 43,921	\$ 7,864,411
2011	173	5	\$ 40,193	\$ 6,847,033
<i>Median</i>	<i>129</i>	<i>12</i>	<i>\$ 44,956.00</i>	<i>\$ 9,491,365.00</i>
<i>Mean</i>	<i>131.1</i>	<i>15.3</i>	<i>\$ 42,680.60</i>	<i>\$ 11,810,376.20</i>
				Fees
2020 Elec, Plumb & Mechanical Permits				\$ 17,453
2020 Total Permit Fees Collected				\$ 27,803

Data Provided by Inspector:**Building Permits by Type for 2020 Type
Number Issued**

New Dwelling Unit Permits	22
Additions/Alterations/Miscellaneous	71
Commercial/additions & alterations	8
Swimming pools	9
Demolitions	9
Mobile Homes	3
Electrical	101
Plumbing	30
Mechanical	85

Time Review:**Maximal** Standard 2015 IRC

Single Family Detached												
	Required by Code/Practice				Actual		Required by Code/Practice				Actual	
	Detail	Time	#	Total I	#	Town/City	Detail	Time	Number	Total I	#	Town/City
Foundation	Footings	15	1	15			Electric 1st Rough	20	1	20		
	Foundation	15	1	15			T-Pole	20	1	20		
	Slab/FEMA Elevation	15	1	15			Electric 2nd Rough	20	1	20		
Frame	Wall Frame	30	1	30			Electric Equipment	5	1	5		
	Roof Frame/Truss	30	1	30			Electric Final	20	1	20		
	Connections	30	1	30								
	Wall Sheathing	30	1	30			Tank or Lines	10	1	10		
Energy	Draft Stop/Penetrations	10	1	10			Tank Rough In-Test	10	1	10		
	Insulation	15	1	15			Tank Final	10	1	10		
	Table R402.4.1.1	10	1	10								
	Windows/doors	15	1	15			HVAC Duct Rough	10	1	10		
	Envelope- Air Leakage	15	1	15			HVAC Final	10	1	10		
	Roof Sheathing	15	1	15								
	Underlayment/ Flash	15	1	15			Egress Doors/Windows	10	1	10		
	Coverings	15	1	15			Smoke Detectors	15	1	15		
	Building Final	30	1	30								
	Water Service	10	1	10								
	Plumbing 1st Rough	20	1	20								
	Sewer	20	1	20								
	Plumbing 2nd Rough	20	1	20			Zoning	10	1	10		
Backflow Device-each	10	1	10									
Plumbing Fixtures-each	10	1	10			Plans Review/Admin	30	1	30			
Plumbing Final	20	1	20									
						Sub-Total			37	615	0	0
						Reinspections	0.25		5	815	0	0
						Grand Total			65	1845	0	0
	Sub-Total		23	415	0	0	In Hours	30.75		In Hours		

Review Based on Maximal ie 30 Hours per house:

SF Only	
Inspector works per week	32
Weeks (average holidays, vacations, sick)	50
Total Hours Available	1600
Assume one hour per day admin time 50 x 5 x 1	-250
	1350
Assume 1/2 hour per plan use mode = 22	11
	1518
Assume Travel time divide inspection time in half	759
Divide time available by 30 HRS HIGH NUMBER	26 Permits

Actual Capacity: 1600 work Hours Available per year...

<u>Data Provided by Inspector: Building Permits by Type for 2020</u>							
Type	Number Issued	Avr. Number of Inspections	HRS to Preview	HRS to Inspect	Travel Time	Total hrs P and I	Hrs. Per Year
New Dwelling Unit Permits	22	6	0.5	1	0.25	7.75	170.5
Additions/Alterations/Miscellaneous	71	5	0.5	0.75	0.25	6.5	461.5
Commercial/additions & alterations	8	7	2	1	0.25	10.25	82
Swimming pools	9	2	0.25	0.5	0.25	3	27
Demolitions	9	1	0	0.5	0.25	1.75	15.75
Mobile Homes	3	2	0.5	0.5	0.25	3.25	9.75
Electrical	101	2	0	0.5	0.25	2.75	277.75
Plumbing	30	2	0	0.5	0.25	2.75	82.5
Mechanical	85	1	0	0.5	0.25	1.75	148.75
							1275.5
					Ad Min Hrs		250
					Total Work Hrs,		1525.5

Permit Application:

These are the *typical steps* required for a *single-family building permit* which is usually the largest type of Newmarket Construction project.

Step One: Permit Applications are, at the very first step, evaluated for land-use compliance. On most permits, The Building Official conducts the review for Zoning compliance. On projects with a Major Site Plan Approval or Major Subdivision, where a Developers Agreement has been executed, the Building Office seeks approval from the Planner before issuing a permit. This had been an informal process the approval is documented in email format.

- o If applicable, applicants are advised of the process and application for a variance, special exception or referred to Planning for site plan approval consultation.
 - o If Land Use Board Approval is required, permit is put on hold until Notice of Decision is received by Building Department (being a small office, often a verbal notification of decision is provided before the document is drafted, expediting the permit approval)
- Upon meeting land-use board controls:

Step Two: Plan review is conducted – there is a plan review checklist, but it is a guide only.

Plan review on single-family projects includes:

- o Zoning compliance
- o DES compliance
- o Egress
- o Table 301.2 compliance
- o Framing compliance

Mechanical, Electrical and Plumbing details are not reviewed in plan review and are field verified at Rough inspection.

Commercial and Industrial plans review include:

- o Fire Department review; The Fire Department is supplied with second set of construction documents for concurrent review. They do issue permits for Fire Alarms and Suppressions systems. Any concerns with the architectural or other aspects would be addressed in a letter of comment. The permit is not held up for Fire Department response.
- o Life safety systems review (E/M lighting, Exit Signage, smoke control, etc.
- o Fire area/fire wall/ fire separation/occupancy separation and draft-stopping review
- o Code Summary Review/height and area compliance and allowances
- o Summary of Special Inspections audit
- o Access and accessibility compliance

Step 3: For those permits that require a licensed contractor either the Permit Clerk prior to issuing permit, the building inspector at random times will verify the licensed and issued the permit. The Building Inspector approves valuation, if it comes close to the Building Valuation Data, Newmarket accepts the estimated value and then the permit(s) are issued.

Inspections:

The Newmarket building inspection process is meant to compare the work to the permitted plans and documents submitted to the Planning Department, in addition to the State Minimum code. Inspections are requested by either phone call or email request; staff has two calendars to check as the permitting calendar does not sync with Microsoft Office. The Permit Clerk will generally try to group inspections by location in town to maximize efficiency. Requested permits can typically be accommodated at the requested date and time with minor modification. Most inspections can be accomplished within 30

minutes including travel time. Full Building roughs and final inspections are typically allotted an hour but can be modified due to scope of project. The standard operating procedure is to hold office hours 8:00-10:00 a.m. and conduct most field work from 10:00 a.m.-1:00pm. The current inspector is a retiree from NHRS and is limited to 32 hours per week. The inspection checklist is not used every time. When the Inspector has a lot of projects going on or a phased project, the checklist is used more, primarily to keep it all straight (a guide). Typically, when used, a copy of the checklist is placed in the file. When an inspection fails a re-inspection, the inspector may provide guidance and informs the party he will check for compliance at the next regular inspection. No re-inspection fee is charged. Full Building roughs and final inspections are typically allotted an hour but can be modified due to scope of project.

The Single-Family Inspection Process

2015 IRC with Statewide Amendments- Newmarket Compared to Best Practices	
Present Inspection Tasks	Possible Inspections Tasks- Best Practices-
1ST Inspection Appropriate erosion control Foundation location pursuant to setbacks Temporary power for approval Compaction of excavated area Foundation substrate & footing forms per R403 Port-o-let on site	Footings and Foundations: All Footings and piers supported by undisturbed natural soil or engineered fill with max. load values per Table R401.4.1. Footings clear of mud, standing water, vegetation and roots prior to placement of concrete. All trenches or excavations and formwork in accordance with the size(s) and configuration(s) as per permit plans and code. Area within excavation or forms properly compacted. The bottoms of all foundations below the frost line – (48” minimum). All steel reinforcement in place overlapped and tied as required. <u>Foundation Inspection</u> Verify wall location, width, height. Verify proposed slopes. All reinforcement in place, overlapped, and tied as required. Reinforcement placed so that bars do not “burn” the form. For masonry walls, verify reinforcement. placement, clean-outs if needed and bond beams. Verify anchor bolt size and spacing per plans and shear wall schedule. Foundation Insulation, drainage and waterproofing. Floodplain: upon placement of the lowest floor prior any vertical construction, elevation certificate.
2nd Inspection Anchor bolts (straps not permitted) All snap tie ends removed interior/exterior Perimeter drain extended 35’ from foundation Temporary power for approval Sleeve for soil pipe (2) pipe sizes larger Sleeve for water line (2) pipe sizes larger Stone for perimeter drain Filter fabric in place	

Water stop at snap ties ends
Moisture proof/water proof foundation
Foundation test for re-bar if code required
Erosion control maintained
Ground to re-bar (Ufer Ground)

3rd Inspection

Rough frame
Rough electrical
Rough plumbing
No corner boards, siding or building wrap applied
Roofing per manufacturers installation
U 0.35 or less windows installed with flexible flashing (spec stickers left on)
Doors installed with flexible flashing
Fire safing/stopping
Chimneys and vents
Erosion control maintained

Building Slab (if any): Elevation Certificate if required for FEMA elevation of lowest floor.

All excavations and/or forms erected in accordance with the size and configuration as per the permit plans.

Area within excavation of formwork properly compacted.

Vapor barrier, steel reinforcement and expansion joint materials in place.

Sub-Floor: Sub-floor Framing (Pier and Beam foundation only) A floor joist inspection prior to the installation of subfloor decking. This is a partial inspection for the floor frame system. The underside subfloor insulation is required.

Frame- All sub-inspections complete.

All wall and roof sheathing installed in accordance with the fastening schedule on the approved plans and/or code.

All bearing points (continuous load path) have load path continuity to foundation per the plans and code. All wall and roof framing, bracing, fireblocking, draftstopping, fire stopping, and anchoring devices must be in place and installed in accordance with the type, sizes(s) and configuration(s) on the approved plans and code.

Braced walls and wall lines to code.

High wind and/corrosion resistant fasteners.

Beams, headers and posts; joists, rafters, valleys and hips are installed per the plans. Lumber has the appropriate grade stamp and species per the approved plans.

Use of approved truss plan and truss design drawings provided with the shipment of trusses. Truss details and layout. Trusses (including gable end truss) installed and laterally braced per engineered truss plan. Attention paid to bearing points, gable ends, and cathedral ceilings. Truss clips installed per manufacturer's instructions, and connected to walls and beams.

Rooms, spaces, corridors, and doorways sized and configured in accordance with the approved plans.

Notching and Boring.

Fireplace and chimney installed and provided with the proper clearances as per manufacturer specifications. Firebox width/depth hearth and extension Width.

Sleeping rooms in dwellings and dwelling units-emergency egress openings.

Sill heights.

Attic and crawl space ventilation provided as well as access.

All electrical, plumbing, fire, gas and mechanical components completed, tested and passed inspection before concealing.

4th Inspection

Insulation installed per IECC

Permanent power approval

Erosion control maintained

5th/ Final Inspection

Electrical panel, with panel front removed, by electrician

Circuit directory typed and secured inside of panel door

Final electrical

Energy Code Compliance Certificate secured inside of Service Entrance panel door

Finish grade sloped 6: in 10' from foundation and finish grade 6" from wood siding, sheathing, and wall framing

Wellhead inspection well report, standard analysis, DES, fact sheet WD-WSEB-2-1

Garage/ Unit fire separation

Decks

Siding installed per manufacturers guidelines

Homeowners manuals on maintaining their septic system, as well as those provided with appliances and products

Interior stairs, rails and safety glass

Stairs exterior with concrete stair rest at base

Property number

All safety glazing in hazardous locations in place and properly identified.

Certificate of elevation *when required* (flood zone).

Windows and doors, sizing, ratings, location, installation to meet loads and energy code.

Check for rated walls/floors/ceiling and penetrations.

Insulation and corresponding *R*-values and their correct location and proper installation.

Fenestration properties (*U*-factor and SHGC) and proper installation and flashing.

Air leakage/ vapor barrier.

Weather envelope, flashings, wall coverings (cladding)

Fire stopping and blocking.

Roofing- Components and Cladding

High wind or/corrosion resistant fasteners.

Siding and soffits attached per components and cladding details and code.

Flashings- wall and valley.

Underlayment.

Ice Barriers.

Roof Covering- Slope/fasteners/manufacturers installation.

Final

Zoning Compliance.

Building Numbers.

Railings, doors, steps and stairs.

Egress elements.

Blower Door test results.

Energy Efficiency Certificate posted.

Fireplace Combustion Air checked.

Prefab Fireplaces installed per spec.

Sealed Doors to meet Energy Code.

Grade slopes and siding clearances.

Exhausts (bathroom, stove etc.)

Elevation documentation. If located in a flood hazard area.

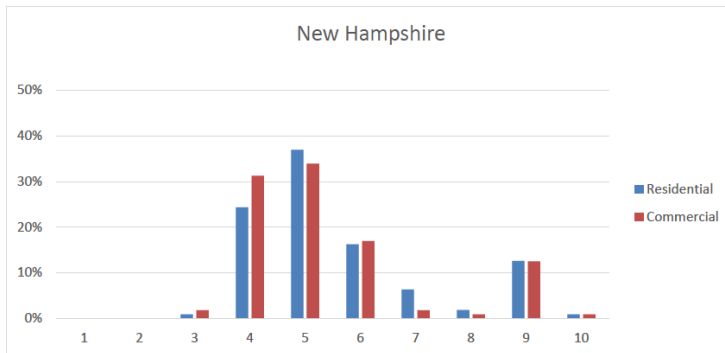
R-302.13.1 ***opt out-*** A Fire Protection of Floors Omission Disclosure Document recorded by legal owner of record at the Registry of Deeds, copy to property file.

Escape window to grade checked Impact fee paid by certified bank check Fire Department sign off on boiler Fire Department sign off on smoke detectors Public Works director sign off on driveway Water Department sign off for Town water Sewer Department sign off for Town sewer Exterior lighting shaded to property line Erosion control maintained – leach field loamed and seeded Septic permit to operate	
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Newmarket Certificate of Occupancy requirements:

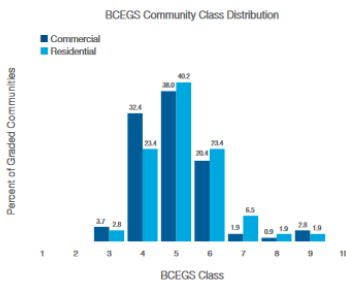
- Septic System Approval for Operation or Sewer Connection Acceptance
- Planning/Zoning inspection and approval
- Duct pressurization test documentation
- Blower door test results
- Street number readily visible from driveway entrance posted
- As-built certified plot plan –DEPENDS ON PROXIMATY TO LOT LINE

BCEGS- The information can help you benchmark your community’s level of enforcement against other cities and towns in your state and in the country as a whole. The Building Code Effectiveness Grading Schedule (BCEGS®) assesses the building codes in effect in a particular community and how the community enforces its building codes, with special emphasis on mitigation of losses from natural hazards. The concept is simple: municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that. The prospect of lessening catastrophe-related damage and ultimately lowering insurance costs provides an incentive for communities to enforce their building codes rigorously — especially as they relate to windstorm and earthquake damage. The BCEGS program assigns each municipality a BCEGS grade of 1 (exemplary commitment to building code enforcement) to 10. ISO develops advisory rating credits that apply to ranges of BCEGS classifications (1-3, 4-7, 8-9, 10). ISO gives insurers BCEGS classifications, BCEGS advisory credits, and related underwriting information.



State Average		
	Score	Class
Commercial	55.64	6
Residential	53.58	6

New Hampshire



BCEGS State Averages

	Score	Class
Commercial	60	5
Residential	59	5

The BCEGS 1-10 classification is based on a 1-to-100-point score. For complete details on the scoring process, see pages 44-47. "Aiding the Resilience Revolution: ISO's BCEGS® Program and How It Works."

By the Numbers*

10,696 (national average: 31,618)	Average population served by building code enforcement departments in the state
\$12.80 (national average: \$22.62)	Average department expenditure per capita of population served
\$0.20 (national average: \$0.44)	Average department employee training expenditure per capita of population served
2.23% (national average: 2.48%)	Average training expenditure as a percentage of overall department expenditure

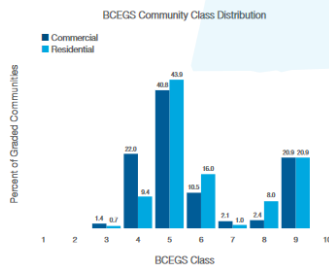
*Community data from BCEGS database

Top Three Modeled Natural Hazards**

Most Likely	Most Costly in a Typical Year	Most Extreme

**Source: ARI Worldwide modeled loss cost data

Massachusetts



BCEGS State Averages

	Score	Class
Commercial	52	6
Residential	49	6

The BCEGS 1-10 classification is based on a 1-to-100-point score. For complete details on the scoring process, see pages 44-47. "Aiding the Resilience Revolution: ISO's BCEGS® Program and How It Works."

By the Numbers*

20,687 (national average: 31,618)	Average population served by building code enforcement departments in the state
\$17.55 (national average: \$22.62)	Average department expenditure per capita of population served
\$0.19 (national average: \$0.44)	Average department employee training expenditure per capita of population served
1.26% (national average: 2.48%)	Average training expenditure as a percentage of overall department expenditure

*Community data from BCEGS database

Top Three Modeled Natural Hazards**

Most Likely	Most Costly in a Typical Year	Most Extreme

**Source: ARI Worldwide modeled loss cost data

Newmarket Plans Review Checklist

Property Address _____ **Zone** _____

Date of Review _____ **IBC / IRC**

ADMINISTRATION

- ☐ Permit application complete
- ☐ Meets zoning - need variance yes no variance granted date _____
- ☐ Planning Board Approval
- ☐ Fees paid in full
- ☐ Required Fire Department Review (NFPA 13, 14, 72 and non-one- and two-family)
- ☐ Plans and specifications adequate for review
- ☐ The plans submitted require an architect's or engineers seal and signature (except 1-and 2-family)
- ☐ Other _____

LOCATION ON LOT

- ☐ Table IBC 602 IRC 302 compliance
- ☐ wetlands set back
- ☐ floodplain/flood-prone compliant elevation certificate required
- ☐ Other _____

ATTACHED GARAGES

- ☐ Garage dwelling separation: ½ gypsum board or equivalent
On the garage side.5/8" if habitable space over garage R302.6
- ☐ Door: 1-3/8" minimum solid or 20 minute fire rated doors
R302.5.1.1
- ☐ Floor shall slope to main vehicle entry doorway or a drain.
R309
- ☐ Other _____

INTERIOR ENVIRONMENT REQUIREMENTS

- ☐ Light required: minimum 8% of floor area R303.1
- ☐ Ventilation required: minimum 4% of floor area R303.1
- ☐ Habitable room: minimum ceiling height 7'no portion less than 5' R305.1

- ☐ Attic Access >30"/30 sq. ft. 22"x30" weather stripped opening
- ☐ Crawl space ventilation R408.1 and R408.2
- ☐ Crawl space access 18" x 24" R408.3
- ☐ Other_____

ENERGY CODE

- ☐ air sealing N1102.4
- ☐ Roof/Ceiling minimum N1102.1
- ☐ Floors N1102.1
- ☐ Slabs N1102.1
- ☐ Crawl Spaces N1102.1
- ☐ Basement Walls N1102.1
- ☐ Fenestration N1102.1
- ☐ Hatch and door weather-stripping N 1102.2.3
- ☐ Other_____

GUARDRAILS

- ☐ Required for balconies, open sides of stairs or raised Floor surfaces more than 30" above floor R316.1
- ☐ Guardrail height: 36: minimum R316.1
- ☐ Opening limitations: Such that a 4" sphere cannot Penetrate it.. R312.3
- ☐ Other_____

HANDRAILS

- ☐ 34" minimum height, 38" maximum height R315.1
- ☐ Handrails required for stairs with 4 or more risers R311.7.7

MEANS OF EGRESS

- ☐ Basements with habitable space and every sleeping room Shall have one openable emergency escape window
Opening 5.7 square feet. (grade floor 5 square feet). 24"
Net clear height.. 20" net clear width. Maximum sill
Height = 44" R310.1.1, R310.1.2, R310.1.3
- ☐ Exit door (minimum size 3'-0" x 6' x 8" R311.1, R311.3

- [] Locks and latches R311.2
- [] Passageways: Minimum clear width with = 36" R311.4

STAIRWAYS

- [] Minimum width = 3' R314.1
- [] Minimum landing = 3' x 3' R312.1, R312.2
- [] Stair rise = 8-1/4" maximum R314.2
- [] Tread width = 9" minimum R314.2
- [] A nosing shall be provided on stairways with solid risers (minimum 3/4", maximum 1-1/4") R313.2.1
- [] Headroom = 6'-8" minimum R314.3
- [] Winders 6" minimum at narrowest point of tread. 10" Minimum at a point 12" from the narrowest point of tread R314.4
- [] Spiral stairways R314.5
- [] Other _____

FLOORS

- [] Floor framing R502
- [] Allowing spans R502.3 table R502.3.1(1)(2)
- [] joists under bearing partitions R502.4
- [] Allowable girder spans R502.5 table R502.3.1(1)(2)
- [] Bearing R502.6
- [] Floor sheathing R503.1 Tables R503.1, R503.2.1.1 (1) R503.2.1.1(2)
- [] Lateral support and bridging R502.7 table R502.7.1
- [] Floor cantilevers R502.3.3
- [] Other _____

ROOFS

- [] Roof snow load R301.2(5)
- [] Ceiling joist spans R802.4, tables R802.4(1)(2)
- [] Rafter spans R802.5, Table R802.5.1(1)(8)
- [] Trusses R 802.10

- ☐ Roof sheathing R803.1
- ☐ Asphalt shingles. Underlayment (felt) is Required R905.2.7
- ☐ Ice shields are required R905.2.7.1
- ☐ Flashing required: Wall and roof intersections
Chimneys, vents, change of roof slope or
Direction etc R703.8, R903.2, R905.2.8
- ☐ Re-roofing: Remove existing roof covering
When the existing roof has two or more
Applications R907.3
- ☐ Other_____

FIRE RESISTIVE CONSTRUCTION

- ☐ Fire stopping required R602.8, R602.8.1
- ☐ Concealed wall spaces
- ☐ Connections between horizontal and vertical
Spaces (soffits, dropped ceilings etc.)
- ☐ Stairways
- ☐ Ceiling and floor opening (vents, pipes, ducts,
Chimneys, fireplaces etc.)
- ☐ Access to attic: Minimum size 22" x 30" R807.1
- ☐ Other_____

SAFETY GLAZING

- ☐ Safety glazing is required in the following locations:
R308.4
- ☐ Glazing in doors
- ☐ Glazing adjacent to doors within the same wall plane.
- ☐ Glazing in walls enclosing bathtubs, showers,
Whirlpools, etc
- ☐ Glazing in fixed panels in excess of 9 square feet
With the lowest edge less than 18" to the floor.
- ☐ Skylights, roofs, and sloped glazing R308.6
- ☐ Other_____

SMOKE/CO DETECTORS

Smoke detectors shall be wired interconnected, and

Provided with battery backup when appropriate, in

The following locations R317 as modified by NH SFMO

☐ In the immediate vicinity of the bedrooms (smoke &CO)

☐ In all bedrooms (smoke only)

☐ In each story within the dwelling unit including Basements (smoke &CO)

☐ Other _____

PRESSURE TREATED WOOD

☐ Pressure treated wood required R323

☐ Floor joists closer than 18" to the ground R323.1

☐ Wood girders closer than 12" to the ground R323.1

☐ Wood framing, siding and sheathing on exterior

Walls closer than 6" from the exposed earth R323.1

☐ Sleepers and sills on concrete or masonry R323.1

☐ Wood siding closer than 6" to the earth R323.1

☐ Other _____

FOUNDATIONS

☐ Design criteria R301.2

☐ Footing size R403.1 Table R403.1

☐ Foundation wall size R404, Table R404.1.1(1)(4)

☐ Waterproofing required R406.2

☐ Damp proofing required R406.1

☐ Foundation drain required R405.1

☐ Site grading: slope 6" with first 10' from house R401.3

☐ Foundation anchorage ½" diameter bolts at 6' o.c. and

Within 12" from corner, 7" embedment in concrete and

Masonry. *Anchor straps shall be spaced and installed*

In compliance with manufacturers specifications R403.1.6

☐ Column and post connection required R407.3

☐ Beam and girder bearing R502.6

☐ Mobile home tie downs required Appendix E 604.1

[] Vapor barrier of 6 mil plastic is required under the
Basement floor R506.2.3

[] Other_____

WALLS

[] Identification R602.1

[] Stud spacing R602.3.1 Table R602.3.1

[] Top plate R602.3.2

[] Drilling and notching studs R602.6

[] Bracing, corner bracing and every 25' of wall

TR602.10.3

[] Headers R602.7 Table R502.5 (1)(2)

[] Framing around chimneys: 2" fire-stopped clearance required

R1001.15

[] Masonry veneers shall be provided with a sheathing

Paper, flashed and provided with weepholes.

R73.2, R703.7.5, R703.7.6 and 703.8

Sample for Comparison only- Not recommended. CODE ANALYSIS IRC-MK Kopczynski CBO ©2018

PROJECT IDENTIFICATION:					
PERMIT/APPLICATION NO:					
CONTRACTOR:					
OWNER:				ADDRESS:	
ZONING DISTRICT:		SIDE SETBACK		FRONT SETBACK	
PERVIOUS/IMPERVIOUS %		PUBLIC WATER OR WELL		SEPTIC OR SEWER	
DRIVEWAY		BUILDING HEIGHT		BASEMENT	
FLOODZONE		LOWEST FLOOR		DOMINANT LOAD	
PROJECT SCOPE:					
CONSTRUCTION TYPE					
BUILDING PLANNING					
STAFF ✓	OWNER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		BRACED WALL DESIGN (IF USED)	R 106.1.3		
		DESIGN LOADS-SEISMIC, WIND, SNOW	R301.1/.08		
		FLOODPLAIN	R301.2.4		
		LIVE LOAD	R301.5		
		FIRE-RESISTANT CONSTRUCTION	R302		
		DWELLING-GARAGE	R302.5		
		LIGHT & VENTILATION	R302		
		HABITABLE ROOMS	R303		
		CEILING HEIGHT	R305		
		TOILET, BATHS AND SHOWERS	R307		
		SAFETY GLAZING	R308		
		ESCAPE WINDOWS LOCATIONS	R310		
		SIZE REQUIREMENTS	R310.2		
		SILLS-PROTECTION FROM FALLING	R310.2.2		
		EGRESS DOOR	R311.2		
		FLOORS AND LANDINGS	R311.3		
		VERTICAL EGRESS	R311.4		
		CONSTRUCTION	R311.5		
		HALLWAY WIDTHS	R311.6		
		WIDTH	R311.7		
		STAIR HEADROOM	R311.7.2		
		RISER / TREAD / NOSING	R311.7.5/.5.3		

		HANDRAIL	R311.7.8		
		GUARDRAIL	R312		
		WINDOW FALL	R312.2		
		R-302.13.1 opt out- A Fire Protection of Floors Omission Disclosure Document recorded by legal owner of record at the Registry of Deeds, copy to property file.	R302.13.1 as amended by NH BCRB		
		SMOKE & CO ALARM LOCATIONS	R314/315		
		FOAM PLASTIC	R316		
		PROTECTION AGAINST DECAY	R317		
		TERMITES	R318		
		ACCESSIBILITY	R320		
		FLOOD RESISTANT CONSTRUCTION	R322		
		SOLAR	R324		
FOUNDATION					
STAFF ✓	OWN ER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		SOIL TEST REQUIRED?	R401.4.1		
		SIZE	R403.1.1		
		FOUNDATION WIDTH (FRAME)	TABLE403.1(1)		
		DEPTH	R404.1.4		
		FROST DEPTH	R404.1.4.1		
		ANCHORAGE	R403.1.6		
		SLOPES	R403.1.7		
		FOUNDATION WALLS	R404		
		REINFORCEMENT	R404.1.3.2		
		SUPPORTING LIGHT FRAME	R404.1.3.2.2		
		PLACEMENT TABLE R404.1.2(1) & (2) & (3) & (4) & (8)			
		OPENINGS	R404.1.3.3.7.3		
		DRAINAGE	R405		
		DAMPPROOFING	R406		
		CRAWL SPACE	R408		
FLOOR					
STAFF ✓	OWN ER	SUBJECT	CODE	PLAN PAGE	NOTES

	✓				
		FRAMING FLOOR JOIST SIZE/SPAN/SPACING/	R 502.3 & TABLE R 502.3.1(1) and R 502.3.1(2)		
		FLOOR OPENINGS (@ STAIRS, ETC.)	R 502.10		
		FLOOR TRUSSES (DRAFTSTOPPING)	R 502.11		
		TRUSS DESIGN DRAWINGS.	R 502.11.4		
		SHEATHING TYPE / THICKNESS	R 503		
		CONCRETE SLAB (W/WWF)	R 506		
		EXTERIOR DECKS	R 507		
WALLS					
STAFF ✓	OWN ER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		DESIGN AND CONSTRUCTION	R 602.3		
		FRAMING STUD SIZE / SPACING / HEIGHT	R 602.3.1		
		SHEATHING TYPE /THICKNESS / BRACING	R602.1.8 Wood structural panels. R602.1.9 Particlebo ard. R602.1.10 Fiberboar d. TABLE 602.3(1)		
		HEADER SIZES	TABLES R602.7(1) AND R602.7(2)		
		WINDOWS AND DOORS	R 609		
		SIPS	R 610		
		EXTERIOR COVERING	R 703		
		WATER RESISTIVE BARRIER	R 703.2		
		FLASHING @ WINDOWS/DOORS/WALL TO ROOF / LINTELS	703.4		

ROOF/CEILING CONSTRUCTION					
STAFF ✓	OWNER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		CEILING JOIST - SIZE / SPACING / SPAN	TABLE R802.4(1), (2)		
		RAFTERS - SIZE / SPACING / SPAN CHOOSE BASED ON LOADS	TABLE R802.5.1(1))...(9)		
		FRAMING OF OPENINGS	R 802.9 R804.3.5		
		ROOF TRUSSES	R 802.10		
		ROOF TIE DOWN	R 802.11		
		SHEATHING / THICKNESS	R 803		
		CEILING AND ROOF DIAPHRAGMS	R 804.3.7		
		VENTILATION REQUIRED	R 806.1		
		ATTIC ACCESS SIZE / LOCATION	R 807.1		
		FLASHING	R 903.2		
		UNDERLAYMENT	R 905.1.1		
		ICE BARRIER	R 905.2		
		ASPHALT SHINGLES	R 905.2		
		FLASHING	R 905.2.8		
		PHOTOVOLTAIC SYSTEMS	R 907 & 909		
FIREPLACE					
STAFF ✓	OWNER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		MASONRY	R 1001		
		PLAN W/FIREBOX WIDTH/DEPTH, HEARTH	R 1001.6		
		SECTION W/ FLUE/FIREBOX HEIGHT /HEARTH EXT.,	FIGURE R1001.1		
		EXTENSION WIDTH	R1001.9		
		COMBUSTION AIR	R 1006.1		
		PREFAB FIREPLACES & CHIMNEYS LISTED & LABELED PER UL127 & INSTALLED PER MANUFACTURER INSTRUCTIONS (SPECS REQUIRED FOR BEDROOM LOCATIONS)	R 1005		

		SEALED DOORS PER IECC (WOOD BURNING FIREPLACE)	N1102.4.2		
ENERGY CODE- IRC					
STAFF ✓	OWN ER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		Residential Energy Code Application (EC-1 Form) or REScheck™			
		REScheck™ Inspection List			
		INFORMATION ON CONSTRUCTION DOCUMENTS 1. Insulation materials and their <i>R</i> -values. 2. Fenestration <i>U</i> -factors and SHGCs. AMENDED TILL 2022	N 1101.5		
		CLIMATE ZONE	N 1101.7		
		COMPLIANCE METHOD 1. Sections N1101.14 through N1104. or 2. Section N1105 and the provisions of Sections N1101.14 through N1104 labeled “Mandatory.” or 3. An energy rating index (ERI) approach in Section N1106.	N1101.13		
		VAPOR RETARDER	N 1102.1.1		
		INSULATION AND FENESTRATION CRITERIA	N 1102.1.2		
		<i>R</i> -VALUE COMPUTATION	N 1102.1.3		
		<i>U</i> -FACTOR ALTERNATIVE	N 1101.1.4		
		TOTAL UA ALTERNATIVE	N 1101.1.5		
		ALL BUILDING COMPONENTS IDENTIFIED	N 1101.1.6		
		EQUIPMENT SIZING AND EFFICIENCY RATING	N 1103.7 Manual S Manual J or Other		
MECHANICAL					
STAFF ✓	OWN ER	SUBJECT	CODE	PLAN PAGE	NOTES

	✓				
		EQUIPMENT SIZE BASED ON BLDG. LOADS			
		FURNACE LOCATION			
		CONDENSATE DISPOSAL			
		KITCHEN EXHAUST >400CFM			
		METHOD OF RADON MITIGATION			
		ACCESS/SERVICE SPACE			
		IDENTIFY COMBUSTION AIR			
		EQUIPMENT SIZE BASED ON BLDG. LOADS			
PLUMBING					
STAFF ✓	OWN ER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		WATER SERVICE SIZE (PROPOSED OR EXISTING)			
		PLUMBING WALLS (5 ½" MIN.)			
		EJECTOR PIT			
		FLOOR DRAIN			
		STEAM SHOWER			
		WATER HEATER(S) (W/PAN REQUIRED ABOVE LIVING AREAS)			
		PROTECTION FROM FREEZING (SEE IECC)			
ELECTRICAL					
STAFF ✓	OWN ER ✓	SUBJECT	CODE	PLAN PAGE	NOTES
		IDENTIFY ELECTRICAL PANEL & SERVICE SIZE			
		LIGHTING LOCATIONS			
		CLOSET/STORAGE (>6SF)			
		3 WAY SWITCHING			
		RECEPTACLES: GFCI (KITCHEN, BATH, EXTERIOR, GARAGE, UNFIN. BASEMENT)			
		AFCI (LIVING AREAS)			



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Department Reports July 2021	8/12/2021	Cover Memo
Library Report	8/16/2021	Cover Memo



Monthly Department Reports to the Town Council

July 2021

Police

Activity

Newmarket Police 3-year comparable statistics for the month of July, 2021.

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total calls for service	1613	1802	1927
Motor vehicle stops	383	122	422
Arrests	6	14	16
Offense reports	30	51	33
M/V accidents	8	4	10
Parking tickets	48	43	20
Drug Overdoses	0	1	0
Alarms	11	16	16
Death Investigations	1	1	0
Mental Health Related	8	2	0

During the month of July, the Newmarket Police Dispatch Center documented 1613 calls for service. We have investigated 39 criminal complaints that require active investigations in 22 of them. The cases involve; Domestic Assault, Simple Assault, Harassment, Theft by Unauthorized Taking, Identity Fraud, Criminal Threatening or Intimidation, Criminal Mischief, Criminal Trespassing, Violation of a Protective Order and numerous juvenile incidents. Several motor vehicle complaints were received and investigated to include; Driving Under the Influence, Driving After Revocation or Suspension, Speeding and Reckless Operation. Patrol Officers handled a number of alarms and business checks.

Covid-19.

We have continued to see the Covid-19 numbers drop or hold steady. We have had no reported issues with Covid-19 related calls during the month of July. Some businesses continue to require mask wearing while others have dropped the requirement for fully vaccinated people. At last check we had under 5 reported cases of Covid-19 in Newmarket.

Personnel

- Officer Wilson Wardana who is our most recent hire has completed week 13 of The New Hampshire Police Academy. Officer Wardana is scheduled to graduate the Police Academy on August 20th, 2021.
- Officer Espo our most recent graduate of the police academy was recently cleared for solo assignment. Officer Espo has been doing a tremendous job since receiving his solo assignment.
- At the end of June and beginning of July Officer Schmidt attended the Junior Police Cadet Academy as an instructor. The Junior Cadet Academy is a week long experience for students between the ages of 14-20 years. The cadets are put through a simulation of what it would be like to attend the actual police academy. Numerous law enforcement officials from around the state take part in the program. Officer Schmidt attended this academy when she was a student.

We currently have open positions for police officer and dispatcher that we are actively trying to fill.

Training

Recently we entered into an online training program through Lexipol/Police One. The platform allows us to have officers attend trainings during down times in their shift or from inside the building. Officers have started to utilize this program for a variety of courses to include diversity, Responding to Mental Health Crisis, Health & Wellness in the Workplace and a variety of other subjects

The Governor's LEACT Commission has now mandated 24 hours of annual training for every certified law enforcement officer in the state. Previously the requirement had been 8 hours of annual training. We believe that training is a valuable tool to assist the officers with performance of their duties and will help make us a better police department. The extra training will require an increase in our training budget along with salaries to replace officers attending training. Several officers and dispatchers have been assigned training that they will attend in the coming months.

Parking Violations

In July, patrol officers issued 48 parking tickets. We continue to be active in the parking enforcement in the downtown area. We have noticed an uptick in the number of cars parked in the downtown on the weekend. We have made an effort to pay special attention to parking on these days to help keep parking available to everyone.

Motor Vehicle Accidents

During the month of July, we responded to 8 motor vehicle accidents. On July 2, 2021 officers responded to a reported roll-over motor vehicle crash on Exeter Road near the golf course. The vehicle left the roadway striking a rock wall, a tree and ultimately rolling over. The operator was wearing a seatbelt and was able to escape injury. The following pictures are from the accident.





Fleet

All vehicles in the fleet are currently working and are being closely monitored by supervisors. We have ordered two new police vehicles and are awaiting their arrival. I recently spoke with a representative from Ford about the new vehicles. Ford is now reporting that the vehicles will be delayed potentially several months due to a “microchip” shortage. This week we received word that one of the vehicles should be delivered by August 20th, 2021. They could not provide an update on the other vehicle.

Police station maintenance

The Police Station facility is in good working condition. Karen Bloom from the Buildings and Ground Department has been working to update both the inside and outside of the building. Karen Bloom and Officer Sheehan were able to install some new cabinets for storage in the garage at the station.

Drug related issues

In July we did not respond to any opiate related overdoses. Our police officers continue to work with those individuals and families that are affected by this epidemic. Although we have not responded to any overdoses, we have seen drug related issues. We have had several instances of medical calls

related to drug use that we have responded to. For example, we responded to a young subject that was having difficulties related to “detoxing”. We offered that subject some information about services available and how we may be able to assist them. The subject declined our offer for assistance. We continue to offer information or connections for assistance however we have met with reluctance in many cases. We are working to bridge a lack of trust that many experience when dealing with the police department and drug related issues.

Below are the following statistics for Heroin/Opiate related overdoses and deaths since the inception of the Newmarket Alliance for Substance Abuse Prevention (N-ASAP);

2015- 45 Overdoses with 4 deaths resulting

2016- 22 Overdoses with 2 deaths resulting

2017- 15 Overdoses with 2 deaths resulting

2018- 6 Overdoses with 2 deaths resulting

2019- 3 Overdoses with 1 death resulting

2020- 8 Overdoses with 2 deaths resulting

2021- 4 Overdoses with 1 death resulting

*The police department’s culture with regards to the opiate epidemic has evolved from “arrest and incarcerate” to “intervene and assist with recovery” when it comes to individuals who are addicted to opiates. It is my personal and professional belief that we cannot arrest our way out of this epidemic. Even if we tried that route, the cost to the taxpayers would be astronomical. Furthermore, the county jails and the state prison could not house all arrested “users”. With that being said, we will **NOT** tolerate anyone who sells, distributes or dispenses any of this poison that is in our community. If anyone is caught selling, distributing or dispensing narcotics we will prosecute them to the fullest extent of the law.*

We continue to receive information about “Meth” being in town and being used by subjects within our borders. We have not made any arrests or seized any since last month.

- Meth is a highly addictive stimulant that has been spreading across the country. The drug has been around for some time however it has seen a resurgence in use in the last few years. Beyond the addictive nature of the drug the manufacturing of it is extremely dangerous. Often times in order to supply their addiction Meth users will have their own makeshift lab where they try and create the drug. Often times the chemicals associated with this can be harmful beyond the drug itself.

Community Policing

In the picture below Officers Marston and Sheehan stopped by a lemonade stand on July 31st to say hello and cool off.



In the picture below Officer Marston can be seen with an organization known as “Red’s Good Vibes”. Red’s Good Vibes is a local non-profit that helps out communities in need. They provide a variety of services one of which is a food truck that provides meals at no cost to members of local communities. On July 30th Officer Marston donated his time to assist them as they were on Dover for the day. Red’s Good Vibes has been in Newmarket on several occasions and looks to return in September.



Fiscal Year 2020/2021 Budget:

We have concluded fiscal year 2020-2021. I am unable to provide an exact figure at this point as we do not have the final calculations on the budget. We do anticipate being under budget at approximately 92-93% according to our figures. The end of the year totals are still being compiled. I will provide that information as soon as we have it. We have started into fiscal year 2021/2022.

Respectfully Submitted,

Greg Jordan

Police Chief

Fire Department

In July, the Department responded to 91 calls for service; 57 of which were medical calls, transporting 38 patients to area hospitals. The ambulance responded to Newfields for seven medicals, transporting five patients to the hospital. The ladder responded to mutual aid requests in Durham, Exeter and Newfields for building fires and station coverage. The ambulance responded to Durham once for a medical call.

The department recovered a boat that broke away from its mooring on the Lamprey River and returned it to its owner.



The department conducted training with our new extrication tools. The tools are battery operated and can be deployed much faster than the older hydraulic tools.



Kaitlyn Pidgeon graduated top of her class from the New England EMS Institute Paramedic Program. This program is 16 months long with over 1,200 hours of instruction and field training. We are very proud of her on this accomplishment.



I have attached charts with activity reports for the month of July.

Newmarket Fire & Rescue

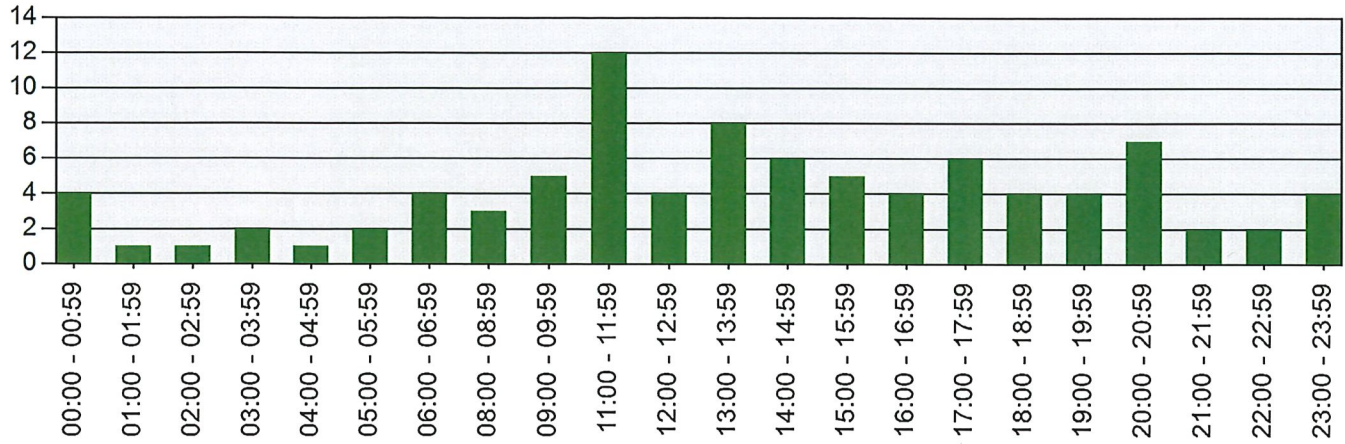
Newmarket, NH

This report was generated on 8/9/2021 8:33:06 AM



Incidents per Hour for Incident Type Range for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 07/01/2021 | End Date: 07/31/2021



Hour	# of Calls
00:00 - 00:59	4
01:00 - 01:59	1
02:00 - 02:59	1
03:00 - 03:59	2
04:00 - 04:59	1
05:00 - 05:59	2
06:00 - 06:59	4
08:00 - 08:59	3
09:00 - 09:59	5
11:00 - 11:59	12
12:00 - 12:59	4
13:00 - 13:59	8
14:00 - 14:59	6
15:00 - 15:59	5
16:00 - 16:59	4
17:00 - 17:59	6
18:00 - 18:59	4
19:00 - 19:59	4
20:00 - 20:59	7
21:00 - 21:59	2
22:00 - 22:59	2
23:00 - 23:59	4
TOTAL:	91

Only REVIEWED incidents included.



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Newmarket Fire & Rescue

Newmarket, NH

This report was generated on 8/9/2021 8:32:11 AM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 07/01/2021 | EndDate: 07/31/2021

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
07/18/2021	2021-551	51 Collage road	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
07/19/2021	2021-552	21 madbury road	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 2.20%

AID TYPE: Mutual aid received				
07/02/2021	2021-514	9 Grant road	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
07/03/2021	2021-519	29 Honeycomb WAY	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
07/04/2021	2021-521	9 Granite ST	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
07/05/2021	2021-523	290 Wadleigh Falss RD	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
07/30/2021	2021-598	33 Exeter ST	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 5.49%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

Newmarket Fire & Rescue

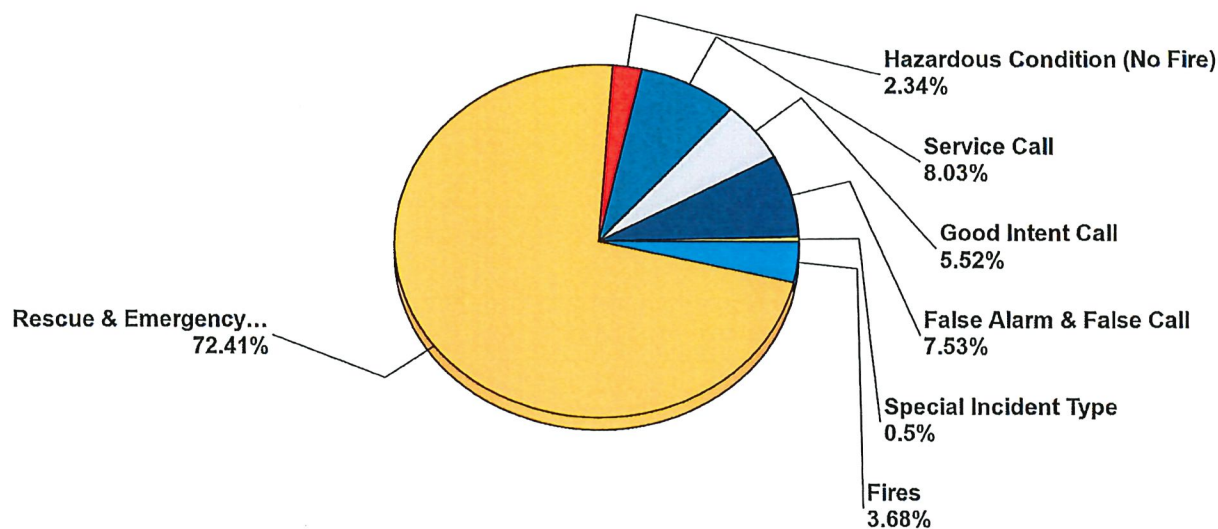
Newmarket, NH

This report was generated on 8/9/2021 8:36:18 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 07/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	22	3.68%
Rescue & Emergency Medical Service	433	72.41%
Hazardous Condition (No Fire)	14	2.34%
Service Call	48	8.03%
Good Intent Call	33	5.52%
False Alarm & False Call	45	7.53%
Special Incident Type	3	0.5%
TOTAL	598	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.17%
111 - Building fire	7	1.17%
116 - Fuel burner/boiler malfunction, fire confined	1	0.17%
138 - Off-road vehicle or heavy equipment fire	1	0.17%
140 - Natural vegetation fire, other	1	0.17%
141 - Forest, woods or wildland fire	2	0.33%
142 - Brush or brush-and-grass mixture fire	8	1.34%
143 - Grass fire	1	0.17%
300 - Rescue, EMS incident, other	1	0.17%
311 - Medical assist, assist EMS crew	9	1.5%
320 - Emergency medical service, other	4	0.67%
321 - EMS call, excluding vehicle accident with injury	397	66.39%
322 - Motor vehicle accident with injuries	8	1.34%
324 - Motor vehicle accident with no injuries.	8	1.34%
350 - Extrication, rescue, other	1	0.17%
353 - Removal of victim(s) from stalled elevator	2	0.33%
361 - Swimming/recreational water areas rescue	1	0.17%
365 - Watercraft rescue	2	0.33%
412 - Gas leak (natural gas or LPG)	1	0.17%
413 - Oil or other combustible liquid spill	1	0.17%
424 - Carbon monoxide incident	7	1.17%
440 - Electrical wiring/equipment problem, other	2	0.33%
441 - Heat from short circuit (wiring), defective/worn	3	0.5%
500 - Service Call, other	3	0.5%
510 - Person in distress, other	1	0.17%
511 - Lock-out	8	1.34%
520 - Water problem, other	3	0.5%
522 - Water or steam leak	1	0.17%
531 - Smoke or odor removal	1	0.17%
551 - Assist police or other governmental agency	5	0.84%
552 - Police matter	1	0.17%
553 - Public service	3	0.5%
554 - Assist invalid	1	0.17%
561 - Unauthorized burning	4	0.67%
571 - Cover assignment, standby, moveup	17	2.84%
600 - Good intent call, other	9	1.5%
611 - Dispatched & cancelled en route	19	3.18%
622 - No incident found on arrival at dispatch address	2	0.33%
651 - Smoke scare, odor of smoke	3	0.5%
700 - False alarm or false call, other	1	0.17%
714 - Central station, malicious false alarm	2	0.33%
730 - System malfunction, other	1	0.17%
733 - Smoke detector activation due to malfunction	6	1%
734 - Heat detector activation due to malfunction	1	0.17%
735 - Alarm system sounded due to malfunction	7	1.17%
736 - CO detector activation due to malfunction	5	0.84%
740 - Unintentional transmission of alarm, other	2	0.33%
743 - Smoke detector activation, no fire - unintentional	7	1.17%
744 - Detector activation, no fire - unintentional	3	0.5%
745 - Alarm system activation, no fire - unintentional	6	1%
746 - Carbon monoxide detector activation, no CO	4	0.67%
900 - Special type of incident, other	3	0.5%
TOTAL INCIDENTS:	598	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Newmarket Fire & Rescue

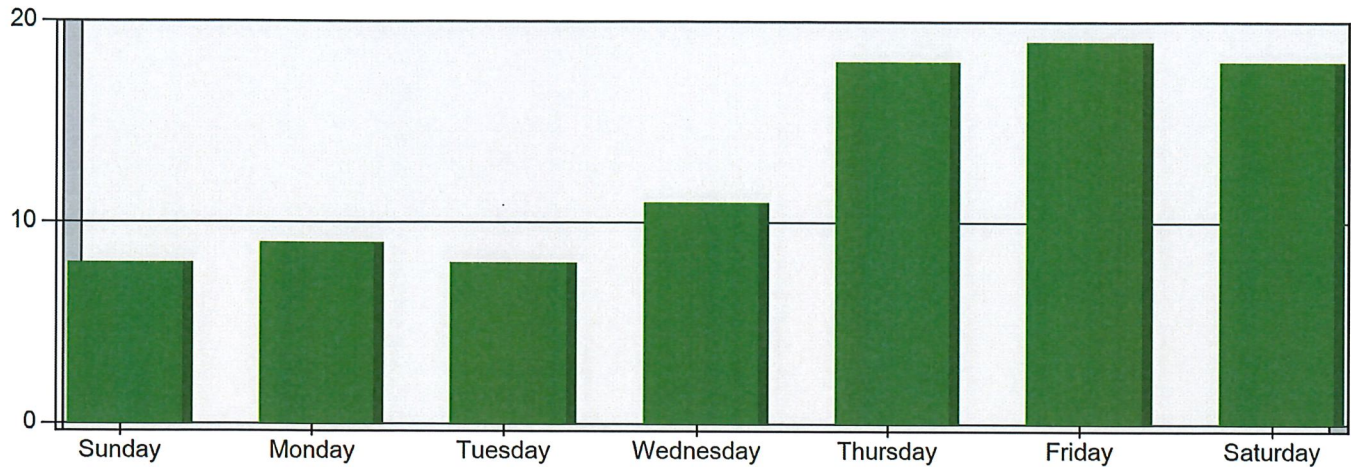
Newmarket, NH

This report was generated on 8/9/2021 8:31:06 AM



Incidents by Day of the Week for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 07/01/2021 | End Date: 07/31/2021



DAY OF THE WEEK	# INCIDENTS
Sunday	8
Monday	9
Tuesday	8
Wednesday	11
Thursday	18
Friday	19
Saturday	18

TOTAL

91

Only Reviewed incidents included.



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Newmarket Fire & Rescue

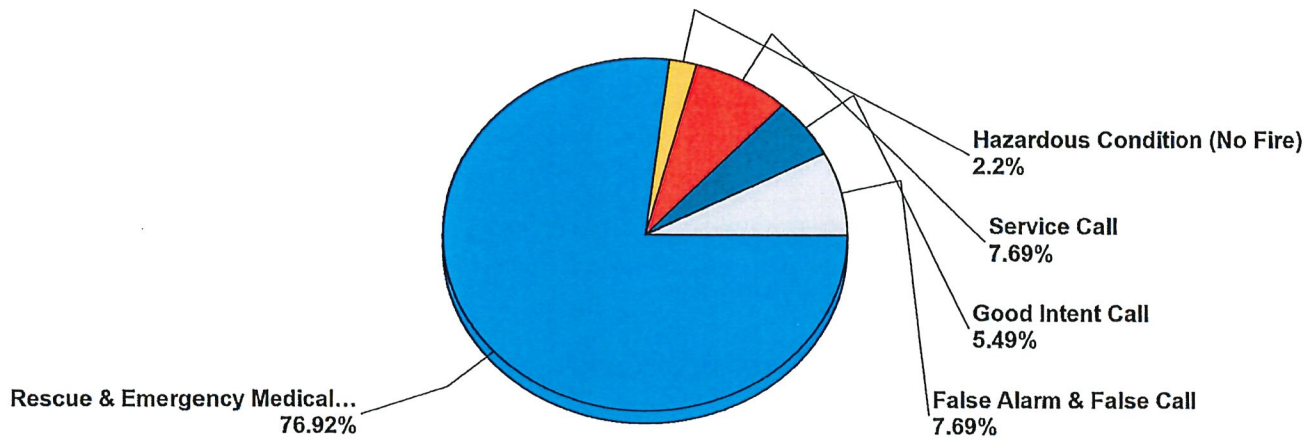
Newmarket, NH

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2021 | End Date: 07/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	70	76.92%
Hazardous Condition (No Fire)	2	2.2%
Service Call	7	7.69%
Good Intent Call	5	5.49%
False Alarm & False Call	7	7.69%
TOTAL	91	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
300 - Rescue, EMS incident, other	1	1.1%
311 - Medical assist, assist EMS crew	3	3.3%
320 - Emergency medical service, other	1	1.1%
321 - EMS call, excluding vehicle accident with injury	60	65.93%
322 - Motor vehicle accident with injuries	1	1.1%
324 - Motor vehicle accident with no injuries.	4	4.4%
424 - Carbon monoxide incident	1	1.1%
441 - Heat from short circuit (wiring), defective/worn	1	1.1%
500 - Service Call, other	1	1.1%
511 - Lock-out	2	2.2%
551 - Assist police or other governmental agency	2	2.2%
553 - Public service	1	1.1%
554 - Assist invalid	1	1.1%
600 - Good intent call, other	2	2.2%
611 - Dispatched & cancelled en route	2	2.2%
651 - Smoke scare, odor of smoke	1	1.1%
733 - Smoke detector activation due to malfunction	1	1.1%
735 - Alarm system sounded due to malfunction	1	1.1%
736 - CO detector activation due to malfunction	3	3.3%
743 - Smoke detector activation, no fire - unintentional	1	1.1%
744 - Detector activation, no fire - unintentional	1	1.1%
TOTAL INCIDENTS:	91	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Public Works

The start to the paving program has been delayed because of the rainfall in July; it was a record breaking month dating back to 1868.

The crew spent last month repairing some broken drainage pipes on Riverbend Road and Bay Road, line paint striping the parking lots and Main Street parking areas, replacing water services on Grant Road, repairing a water break on Pleasant Street, and installing new vehicle charging stations at the Community Center and Water Street parking lots.

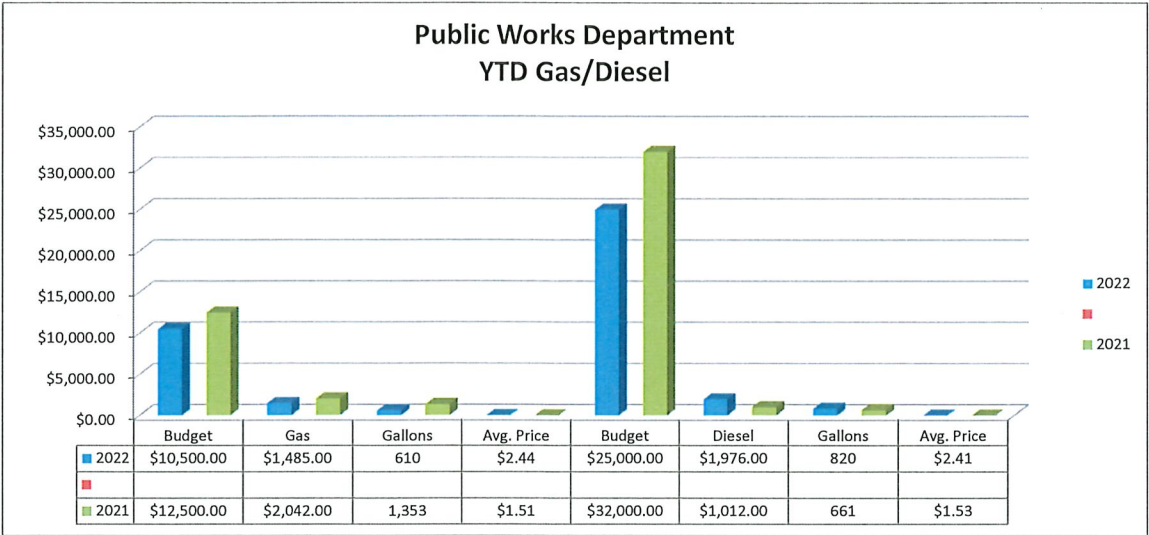


Work will continue on Bay Road and South Main Street with the new water line replacement project. We will be constructing a new sidewalk on the south side of Bay Road from Main Street to the Heron Point Estates once the water main is completed.

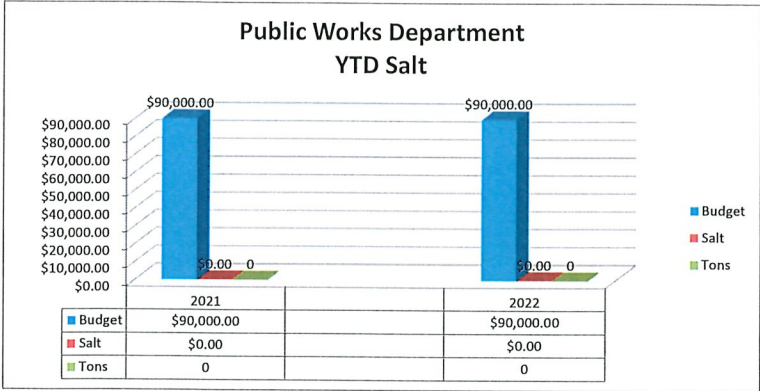
The New Road Drainage Project will go out to bid in September with construction beginning in the spring of 2022.

I have attached charts with activity reports for the month of July.

	Budget	Gas	Gallons	Avg. Price	Budget	Diesel	Gallons	Avg. Price
2022	\$10,500.00	\$1,485.00	610	\$2.44	\$25,000.00	\$1,976.00	820	\$2.41
2021	\$12,500.00	\$2,042.00	1,353	\$1.51	\$32,000.00	\$1,012.00	661	\$1.53

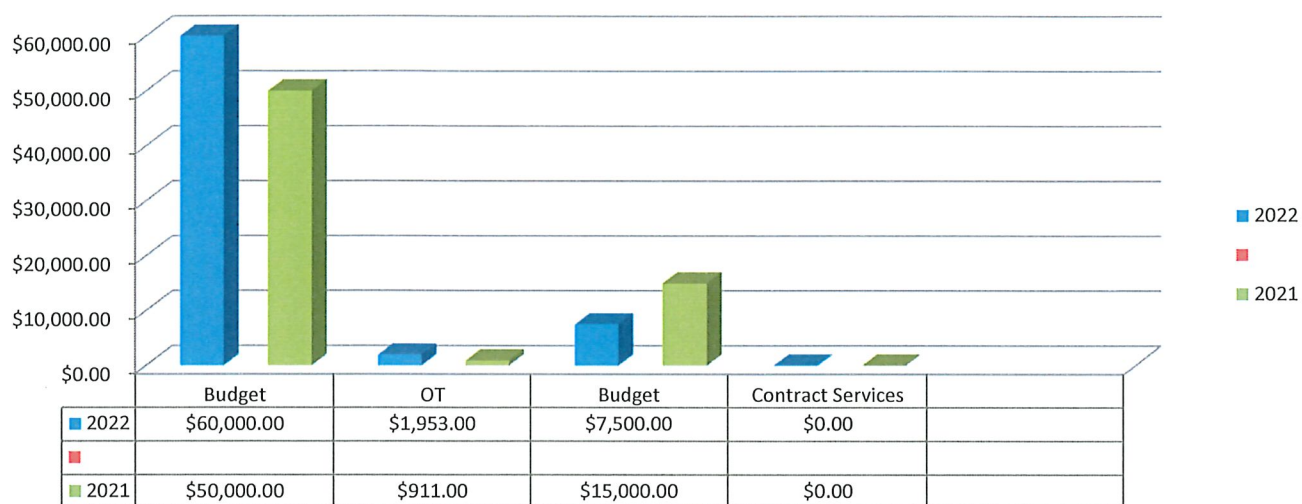


	Budget	Salt	Tons
2021	\$90,000.00	\$0.00	0
2022	\$90,000.00	\$0.00	0



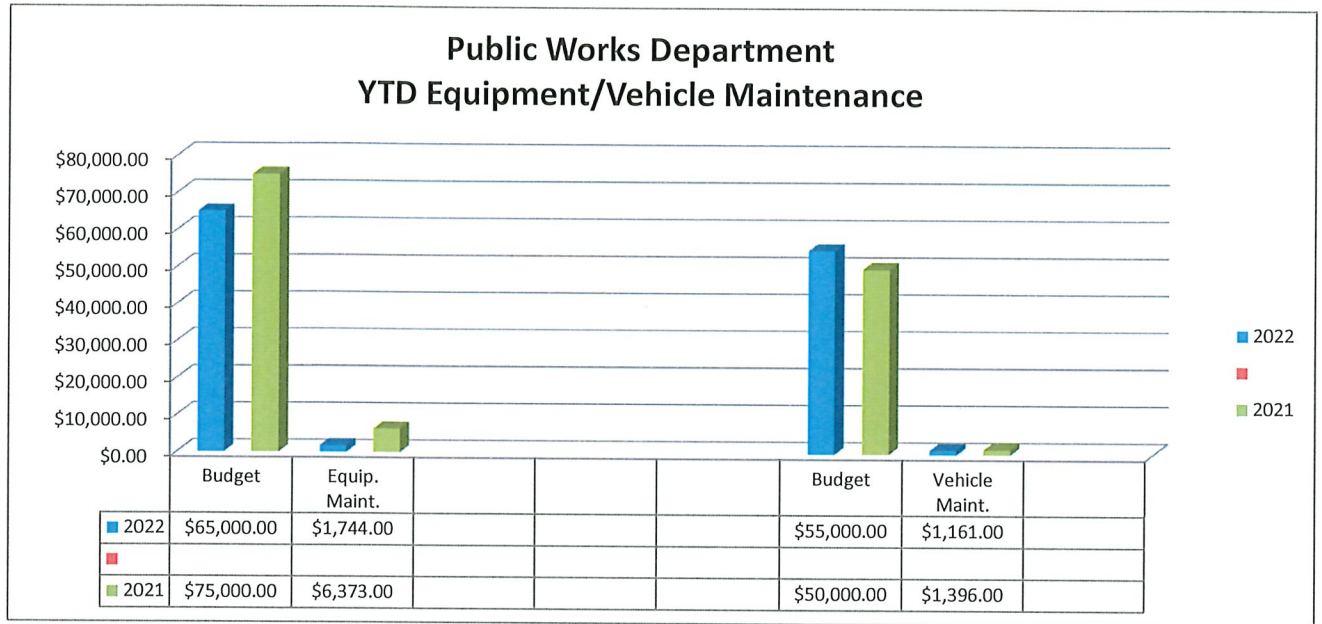
	Budget	OT	Budget	Contract Services
2022	\$60,000.00	\$1,953.00	\$7,500.00	\$0.00
2021	\$50,000.00	\$911.00	\$15,000.00	\$0.00

Public Works Department YTD Overtime/Contract Services



	Budget	Equip. Maint.
2022	\$65,000.00	\$1,744.00
2021	\$75,000.00	\$6,373.00

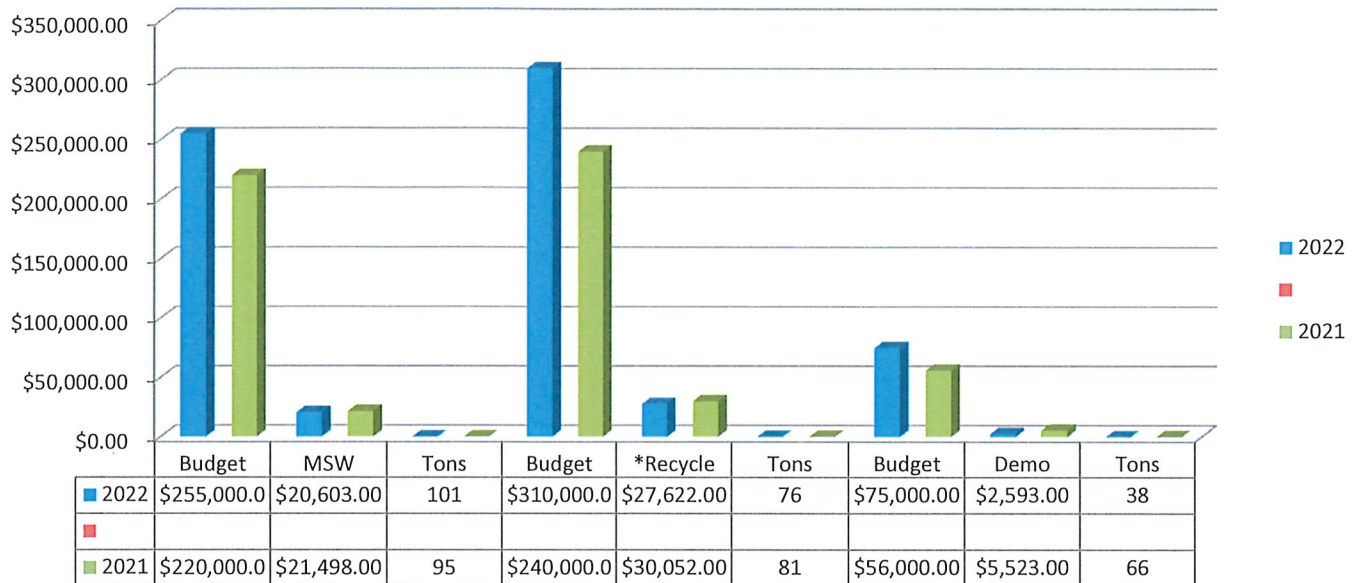
	Budget	Vehicle Maint.
	\$55,000.00	\$1,161.00
	\$50,000.00	\$1,396.00



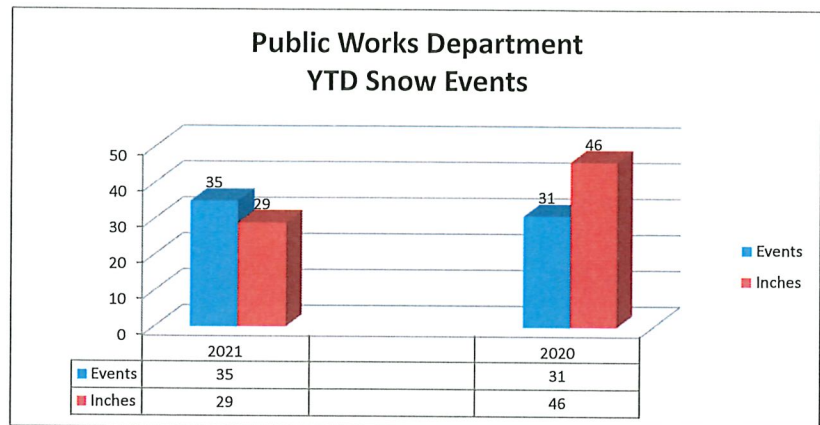
	Budget	MSW	Tons	Budget	*Recycle	Tons	Budget	Demo	Tons
2022	\$255,000.00	\$20,603.00	101	\$310,000.00	\$27,622.00	76	\$75,000.00	\$2,593.00	38
2021	\$220,000.00	\$21,498.00	95	\$240,000.00	\$30,052.00	81	\$56,000.00	\$5,523.00	66

*Recycle \$ includes curbside, roll-off and composting

Public Works Department YTD Solid Waste



	Events	Inches
2021	35	29
2020	31	46



Environmental Services Department

Wastewater Treatment Facility

The Department will be working with NHDES to perform an energy audit on the wastewater system. The \$11,000 cost will be covered by New Hampshire Clean Water State Revolving Loan Program.

Department Staff have taken aeration basin #2 out of service for two reasons. The first reason is that the water temperature has increased to a level that two aeration basins is too much and the effluent water quality becomes poor. The second reason is so that we can perform maintenance on the aeration basin. Department staff has also taken secondary clarifier #2 out of service for maintenance. We will be resurfacing the weirs, and replacing worn parts. At the completion of the maintenance, secondary clarifier #2 will be put back into service, and secondary clarifier will be taken out of service for maintenance.

Currently we are operating the treatment process with one aeration basin. This is normal operation for this time of year. Two aeration basins are too much that results in a lesser water quality final effluent. One aeration basin does a little better, but still results in lesser effluent water quality. Due to the

aeration basin is slightly overloaded. This is a problem that we have had over the past several years during the months of August and September. We have decided operate a pilot study for August and September to see if we could produce a better final effluent and waste solids quality. We have put a primary clarifier in service ahead of the aeration basin, and have begun injecting a carbon source into the aeration tank influent stream. The primary clarifier will create drier waste solids which will reduce waste solids disposal costs. The primary clarifier removes too much food that is needed in the aeration basin to remove total nitrogen and produce a good effluent water quality. The food needed is the carbon source that we have begun injecting. We will adjust the carbon source to produce the best most cost-effective final effluent water quality.

Huber Screw Press and Sludge Report

Press ran for 21 days

Total run hours – 224.5 Hrs.

Total gallons pumped – 534,823 gal

Average feed sludge percentage – 0.55%

Average feed sludge temp – 23.2°c

Average filtrate percentage - 0.08%

Average filtrate temp – 22.5°c

Average solids capture rate -82%

Average sludge percentage solids – 21.43%

Total monthly sludge tonnage – 54.43 Tons to Turnkey Landfill

Monthly Operations Report														
Newmarket WPCF														
Permit # NH00100196														
July-2021														
Primary Operator Sean Greig														
	Inf. Flow	Eff. Flow MGD			BOD		TSS		Nitrogen	PH		Fecal	Enter	Chlorine
	MGD	Min	Max	Total	Inf.	Eff.	Inf.	Eff.		Inf.	Eff.	Colif.	ococci	Residual
1	.3491	.07	0.9	.3570						7.7	7.0	3	1	0.00 0.00
2	.4068	.21	1.0	.4210						7.7	7.2	1	<1	0.00 0.00
3	.4168	.06	1.3	.4120						7.7	7.0	1	<1	0.00 0.00
4	.4144	.17	1.2	.4890						7.4	7.2	5	2	0.00 0.00
5	.3881	.15	1.0	.4030						7.4	7.2	1	<1	0.00 0.00
6	.4003	.11	1.1	.4680		4.4		2.3	3.2	7.7	7.2	9	1	0.00 0.00
7	.4005	.19	1.0	.4470	234	6.4	340	2.2	6.0	7.6	7.1	<1	<1	0.00 0.00
8	.3999	.17	1.1	.5200						7.6	7.2	2	2	0.00 0.00
9	.7637	.22	2.7	.8310						7.8	7.2	1	3	0.00 0.00
10	.5613	.28	1.3	.5610						7.4	7.4	3	2	0.00 0.00
11	.4475	.15	1.1	.4850						7.4	7.3	2	2	0.00 0.31
12	.7664	.25	1.9	.8850						7.3	7.2	36	613	0.00 0.00
13	.6180	.34	1.5	.7380						7.5	7.2	77	20	0.00 0.00
14	.5762	.40	1.3	.6750		11.8		7.7	11.9	7.6	7.2	10	12	0.06 0.00
15	.5469	.27	1.2	.6230		9.4		6.7	7.7	7.5	7.0	1	10	0.00 0.00
16	.5308	.29	1.2	.5640						7.6	7.2	7	1	0.00 0.00
17	.5177	.24	1.1	.5280						7.6	7.2	2	1	0.00 0.00
18	.6319	.22	1.3	.6520						7.2	7.2	13	7	0.00 0.00
19	.5784	.25	1.3	.6660						7.5	6.9	168	16	4.54 0.00
20	.5655	.32	1.1	.6110		5.8		3.6	4.6	7.6	7.1	43	4	0.00 0.00
21	.5585	.29	1.4	.6430	274	6.7	201	2.7	4.0	7.6	7.1	2	11	0.00 0.00
22	.5285	.12	2.0	.6310						7.6	7.0	1	4	0.00 0.00
23	.4762	.24	1.2	.4790						7.8	7.1	7	8	0.00 0.00
24	.4130	.17	1.1	.4030						7.7	7.2	42	2	0.00 0.00
25	.4569	.12	1.1	.4660						7.5	7.1	1	10	0.00 0.00
26	.4295	.00	1.4	.4420						7.3	7.0	2	4	0.00 0.00
27	.4573	.12	1.6	.4880		5.1		3.3	7.1	7.8	7.1	<1	1	0.00 0.00
28	.4608	.19	1.3	.4550		4.7		1.6	6.5	7.9	7.0	57	6	0.00 0.00
29	.5254	.14	1.6	.5500						7.5	7.1	<1	<1	0.00 0.00
30	.6033	.35	1.5	.7030						7.6	7.0	5	4	0.00 0.00
31	.5175	.24	1.3	.5180						7.7	7.1	2	<1	0.00 0.00

Average Wastewater Flow Discharged: 0.5521 million Gallons/Day; Total gallons discharged 17,114,000

Biochemical Oxygen Demand (BOD) Removal: 97%, Average Discharge per day: 6.8 mg/L; Permit Limit 30mg/L

Total Suspended Solids (TSS) Removal: 99%, Average Discharge per day: 3.8 mg/L; Permit Limit 30 mg/L

Total Nitrogen (TN) Average Discharge per day: 6.4 mg/L, 29.5 lbs; Administrative Order Permit Limit 8mg/L

Watermain Projects

The Department is working with NHDES to perform an energy audit on the water system. The \$5,500 cost to perform the audit will be covered by Eversource.

The Bay Road Project: The water and sewer mains have been installed. There are a few more water services that need to be tied into the new watermain. We are waiting on the chlorination and bacteria testing on the last section of watermain that was installed. Once the tests come back clean, the remaining services will be installed. The road will then be reclaimed and graded. Binder pavement is expected to be put down after Labor Day.

The South Main Project: The contractor is installing watermain Monday thru Friday, and expects to have the watermain installed by August 18th. The contractor is planning on having a crew pave the trench on Saturdays. The plan is to have everything installed and have the temporary watermain removed by the end of the day August 25th.

Water Conservation

The water system is in a stage 3 water ban. Stage 3 is a Mandatory Two-Day Restrictions on Lawn Watering by Address. Each address is to restrict watering to two days per week between the hours of 5-8 am and 6-9 pm on the following schedule:

<u>Allowed Days</u>	<u>Street Address</u>
Monday, Wednesday	Odd Number
Tuesday, Thursday	Even Address

No washing driveways, sidewalks, autos, or boats.

Hand held hoses may be used for flower and vegetable gardens plus shrubbery without hour and day restrictions. (Stage 2, and 3 only).

The Newmarket area experienced a drought last year, and is currently experiencing an abnormally dry period. The Town water system is currently in a stage 3 to protect its water supply. The MacIntosh Well is scheduled to come back on-line in October.

PWS 1731010 - Newmarket Water Works						
Water Quality Monitoring						
Sampled By_ BMT						
Monthly Monitoring For				JULY 2021		
Location	Date/Time	PH	Temp 'C	PO4 mg/L	Free Cl2 mg/L	Total Coliform
Lamprey	7/8/21 0740	7.87	20.3	1.09	0.17	Absent
Racquet Club	7/8/21 0820	7.87	20.8	1.17	0.24	Absent
L+M	7/15/21 0835	7.95	20	1.13	0.14	Absent
Aubuchon	7/8/21 0850	7.99	21.2	1.06	0.14	Absent
Public Works	7/15/21 0820	8.31	21.8	1.13	0.23	Absent
Town Hall	7/8/15 0915	7.91	22.1	1.07	0.22	Absent
Well Site	Date/Time	PH	Temp 'C	PO4 mg/L	Free Cl2 mg/L	
Bennett	7/8/21 1345	8.38	11.4	1.07	0.17	
Sewall	7/8/21 1405	7.51	12.3	1.19	0.29	
Bennett	7/16/21 1006	8.25	11.2	0.87	0.34	
Sewall	7/16/21 1035	7.42	12.5	0.7	0.2	

JULY PUMPING TOTALS 2021							
Date	Bennett	185 gpm	Sewall	265 gpm	Mac Well	OFFLINE	6/29/2020
	Hrs	Gallons	Hrs	Gallons	Hrs	Gallons	Total
1	15.8	175,499	15.7	250,021			425,520
2	14.0	155,206	14.4	222,930			378,136
3	13.0	143,976	13.2	208,219			352,195
4	14.4	159,493	14.4	208,761			368,254
5	15.2	168,701	15.2	242,310			411,011
6	15.5	171,729	15.5	246,408			418,137
7	18.5	204,695	18.4	292,035			496,730
8	14.9	164,592	15.0	238,029			402,621
9	14.8	164,362	14.9	25,946			190,308
10	14.2	157,037	14.2	225,500			382,537
11	15.1	166,961	15.1	239,563			406,524
12	13.4	148,263	13.3	211,027			359,290
13	14.8	163,626	14.9	236,049			399,675
14	15.4	170,813	15.4	245,370			416,183
15	14.8	163,613	14.9	235,330			398,943
16	16.6	183,602	16.6	263,449			447,051
17	15.4	170,256	15.3	242,554			412,810
18	16.0	177,820	16.2	256,746			434,566
19	18.2	202,464	18.2	288,475			490,939
20	16.8	186,510	16.9	269,277			455,787
21	16.3	180,488	16.3	258,847			439,335
22	17.4	193,135	17.3	275,094			468,229
23	15.6	176,485	15.7	249,647			426,132
24	12.8	141,692	12.8	203,244			344,936
25	16.0	177,260	16.0	254,096			431,356
26	14.3	158,861	14.3	227,539			386,400
27	16.1	178,129	16.1	255,345			433,474
28	11.8	125,687	12.2	193,349			319,036
29	18.7	188,582	16.2	255,418			444,000
30	16.6	162,635	16.6	264,139			426,774
31	16.1	155,187	16.1	255,563			410,750
Total	478.5	5,237,359	477.3	7,340,280	0.0	0	12,577,639
AVG. Day	15.4	168,947	15.4	236,783	#DIV/0!	#DIV/0!	405,730
Max Day	18.7	204695	18.4	292,035	0.0	0	496,730



Office of Building Safety, Zoning Enforcement and Health June 2021 Activities

Permits	Number of Permits	Revenue Collected
Residential Addition/Alteration	3	\$1285
New Dwelling	2	\$1625
Electrical	10	\$ 900
Gas	1	\$55
Mechanical	5	\$300
Miscellaneous Building	5	\$440
Total	15	\$ 4412.50

Final Monthly Report

The Town has come such a long way in 10 years! I am honored and proud of all the improvements, large and small, in our community. Newmarket has reaped the benefits of a regulatory environment that encourages local small-scale developers to re-habilitate neglected existing buildings. This trend was set in motion prior my tenure and we were more than happy to shepherd the movement along. We should be thankful for the course the Town Council, Planning Board and Town Manager have established. We can read about other towns and cities that have chased local small-scale redevelopment away by costly regulatory requirements and be proud of our efforts to attract independently-owned businesses that add to the pride, character and uniqueness of our community.

Newmarket, once downtrodden by a failing local economy, has become one of the most desirable communities in the region. When we emphasize a safe walkable community, we build value and sense of community. Community desirability and economic vitality go hand in hand. As we welcome adaptive re-use of our existing structures we build upon our community safety, welfare and resilience while maintaining our proud heritage. A heritage we need to protect from becoming Anytown, USA.

We must keep a progressive eye to our land-use regulatory environment for well-contemplated continuous improvement. Our town center still has unrealized opportunity. This office has great faith town leaders will seize Newmarket deserves to be beaming with pride!

Town Clerk/Tax Collector

TAXES

Total Committed 2021	\$12,568,715	Tax 1
Total Uncollected 7/31/21	\$558,229	

TAX LIENS

	2020 Liens	2019 Liens	2018 Liens
	<u>(Deed 2023)</u>	<u>(Deed 2022)</u>	<u>(Deed 2021)</u>
Property Tax Amount Liened	146,227	178,934	245,556
# Properties Liened	34	33	76
Uncollected 07/31/21	128,172	60,626	0

WATER & SEWER (1/1 THRU 7/31)

	<u>2021</u>	<u>2020</u>
Uncollected	98,091	877,373

TOWN CLERK REVENUE (7/1/21 THRU 7/31/21)

	Year End	Year End	
	<u>6/30/22</u>	<u>6/30/21</u>	
Motor Vehicle (MV)	147,182	144,468	1.88% increase
Town "non-MV"	14,645	14,480	1.14% increase
State NH (MV, Vitals, Boats, Dogs)	50,284	53,561	6.12% decrease

- Daily Activity Steady
- First Issue Tax Bills mailed in June; Due Date 7/15/2021
- Deed Date: July 22, 2021; All Parcels Paid
- Dog Licenses Due April 30th
 - Approx. 1400 dogs total; 1316 licensed as of July 31st

Planning Board Activities

Approved applications

Newmarket Industrial Park Lots 6, 7, and 9-3 Shearwater Investment Corporation and Procentric

The owners of the Industrial Park have purchased parcels which front on NH Route 108 in order to create two new industrial sites at the Industrial Park. The project involves the construction of a 24,000 square foot stand-alone industrial building on Lot 7. The project received a conditional approval at the April 2018 Planning Board meeting. As part of the project, the intersection of Forbes Road and Route 108 was improved with a right turn lane and larger turning radius in coordination with the NH Department of Transportation.

The Planning Board received a second application from the Maplewood and Vaughan Holding Co. LLC for a new 22,000 square foot industrial building on adjacent Lot 6. Following a review by the Technical Review Committee (TRC) and the Town's engineering consultant, the Planning Board conditionally approved the application at the July 2018 meeting. As of this time, the off-site improvements at the intersection of Forbes Road and Route 108 for both Lots 6 and 7 are complete, with the exception for final paving which is expected to happen sometime late this spring. The Town and the State are waiting for an indication from the Developer's representative as to when that will occur. The development team has indicated that excavation work at the two sites will continue for possibly two (2) years or more.

Promocentrics, at 5 Forbes Road, received approval from the Planning Board for an expansion of two additions to the existing building: one involving 12,610 square feet; and the other 11,000 square feet, in October 2019. As of this date, the project has received all permits and the plans and development agreement have been signed and recorded at the Rockingham Register of Deeds. A preconstruction conference was held on July 29 and construction started on August 2, 2021. The final paving and striping of Forbes Road and Route 108 intersection has been completed.

Eric DeWitt, 81 Exeter Road, Tax Map U3, Lot 137. In December 2018, the Planning Board approved a mixed-use project at this location in the B-1 Business zone. The Applicant proposes to remove the existing structures on the site and construct a two-story building. The first floor would be commercial space to allow for businesses and a restaurant and the second floor would house eight studio style apartments. The Technical Review Committee reviewed several iterations of the plan. The Planning Board conditionally approved the project at its meeting on December 11, 2018. At their June 11, 2019 meeting, the Planning Board extended the time frame for meeting the conditions of approval for another six months and waived the payment of impact fees on three of the nine units proposed in the mixed-use development. The applicant has submitted revised plans. The applicant requested a re-consideration of the impact fee waiver, which was approved at the November 12, 2019 Planning Board meeting. The Planning Board approved another six (6) month extension of the conditional approval, to allow for State approval of the revised sewer design. The Developer's Agreement has been finalized and all the conditions of the Planning Board approval have been met.

The plans and Agreement have been recorded at the Rockingham Register of Deeds. The developer anticipates the start of construction soon. The Project Owner has made some minor changes to the plans

to accommodate special events involving outdoor uses and seating in response to Covid 19 which have been approved administratively.

Site Plan Review Application of Selectwood Property aka Lamprey Falls, LLC, Map U-2, Lot 359 on Bay Road. This project, which was approved by the Newmarket Planning Board in September 2008, laid dormant for several years. It involves the historic adaptive re-use of a former warehousing building into 15 market rate housing units. Construction has moved at a slow, but steady pace. Recently, the contractors completed some of the exterior site work including the construction of retaining walls and the pedestrian ramp. The project had been temporarily on hold due to Covid 19. The property owner indicated that they will be gearing up to start up work shortly and have started making repairs to the roof this summer.

New Business

The following applications were approved by the Planning Board at its meeting on July 13, 2021:

- Request of **Sandra Cassidy/Scott Boudreau LLS** for an application for a Minor Subdivision to subdivide a 7.169 acre lot into two lots, one will be 2.494 acres the other will be 4.675 acres. The lot is located at 169 New Road, Tax Map R3 Lot 46, R1 Zone. The Planning Board approved the application with conditions.
- **CC 86 Main LLC** for an application for a waiver from full site plan review regulations to allow the conversion of the second and third floors of the Masonic Building at 86 Main Street, Tax Map U2, Lot 51, M2 Zone. The Planning Board approved the application.
- **Walter Cheney Jr./Cheney Property Management Corp.-** Application for a Site Plan and Special Use Permit for a Mixed Use Development involving commercial use on the first floor and 28 residential units. The applicant requested a continuation of the application until September 14 Planning Board meeting which was granted at the August 10, 2021 meeting.

Old Business

- Request from **CRC Future Corporation** for a Design Review of revisions to the Phase Two Site Plan for Hersey Green Condominium involving the increase in the number of units from 28 to 38 units, reducing the number of single units, on the upper cul de sac from 7 units to 6 units, and remaining units to become 16 duplexes (with 32 units). All state permits for the project have been received and conditions have been met. A construction start date of August 1 is anticipated.
- Request from **John Tyson of Hampton, NH** who is interested in building a single-family home and driveway access to property at 75 Neal Mills Road, Class VI Road, Newmarket, NH at Tax Map R7, Lot 1. The Town Council has requested review comments from the Planning Board pursuant to RSA 674:41. At their meeting on May 11, 2021 the Planning Board approved “review comments” related to the request and they were forwarded to the Town Council, as requested. On June 14, 2021, the Town received a request to withdraw the application from the Applicant’s legal counsel. Plans are underway, by the Southeast Land Trust and other conservation interests to acquire the property and place

development restrictions on it, so Class VI Neal Mill Road can continue to be an important outdoor recreation resource as part of the Piscassic River Greenway.

- Request of **11 Chapel Street, LLC** for a minor site plan review for conversion of the first floor (650 square feet) of barn to a commercial use for bicycle repairs and sales and parking and access to support the use. The lot is located at 11 Chapel Street, Tax Map U2, Lot 3, M2 Zone. The Planning Board conditionally approved the application at the May 11, 2021 meeting. The Plans have been signed by the Planning Board Chair. The owner is currently working on complying with the Planning Board conditions.
- **77 Hersey Lane, LLC (Walter Cheney) and Chinburg Builders, LLC**, 77 Hersey Lane, Tax Map R4, Lot 3, R2 Zone. The Planning Board and Technical Review (TRC) continues their design review for an 11 Lot Residential Open Space Development on a 13-acre lot off the Class VI road portion of Hersey Lane. The project was conditionally approved for a Special Use Permit at the Planning Board meeting on November 12. The application for Subdivision approval of this project was presented to the Planning Board for acceptance and technical review at the January 2020 Planning Board meeting. The Technical Review Committee (TRC) reviewed a report by a third-party wetland scientist involving a 100-foot wetland buffer waiver request. The wetlands scientist has issued two reports regarding the impacts on adjacent wetlands and has requested additional information including an impact analysis and review of alternatives. The Planning Board approved a 100-foot wetland buffer waiver request at its September 15, 2020 meeting. The plans have been revised in response to engineering concerns and were resubmitted to the Planning Board for further technical review at the December 8, 2020 meeting. At that meeting, the Planning Board granted four (4) technical waivers and received an update on the status of the engineering review. The Planning Board approved the final application on December 22, 2020 with 15 conditions. The Developer received approval from the Town Council at its meeting on February 3 to upgrade a portion of the Hersey Lane Class VI road in order to provide improved access to the property so the project can move forward. The Applicant continues to work on addressing the conditions of approval and awaits a notice to proceed with construction sometime during the late spring. At the Planning Board meeting on June 8, 2021, a lot line revision was approved allowing the developer to improve a portion of the Class 6 road of Hersey Lane with an appropriate 50 foot right of way. The applicant has secured all required permits and anticipates construction to start shortly.

Other Business

Zoning Board of Adjustment

The Zoning Board of Adjustment will be hearing the following application at its meeting on August 23, 2021.

Michael Mangan for variances from Section 32-87 setbacks and Section 32-89 Dimensions Table to allow the building of a 27'x18' structures for storage and personal use by owner and tenants. The proposed setback is only 16 feet from the Washington Street property line, whereas 25 feet is required. The property is located at 10 Nichols Avenue, Tax Map U2, Lot 237, R3 Zone.

The Gateway Development Proposal and other Zoning Changes

The Town is working with a planning/development consultant to bring forward development plans and zoning changes to implement three proposals for gateway development. The final report of the gateway study was presented at a joint meeting of the Town Council and Planning Board on October 14, 2020 to discuss this project. The Town Manager has entered into a new contract with the consultant to start focusing on zoning changes to the Southern Gateway. The Consultant and staff met with stakeholders and owners of property in South Gateway on June 2, 2021 to discuss the status of planning activities, potential zoning barriers and incentives that maybe necessary to facilitate redevelopment in the area. There were updates related to three tracks: (1) undeveloped lands; (2) existing users related to long-term options for addressing needs for sewer expansion, and (3) possible connection with Newfields within a five (5) year extension. It is anticipated that there will be another joint meeting of the Planning Board and Town Council to review preliminary recommendations and directions in October 2021 so the Town can move forward with some of those initiatives.

The Planning Board is starting the Capital Improvement Plan (CIP) process for FY 2022-2028. The Planning staff recently assisted the Riverfront Advisory Committee with the submittal for funding under the NH DES Coastal Resiliency Grant (CRG) for Conceptual Design of Riverfront Improvements to improve coastal resiliency at Schanda Park through a living shoreland project and look at the feasibility of installing a pedestrian bridge to span the Lamprey River over to the Heron Point Sanctuary to improve public access.

Financials: (as of June 30, 2021)

	Budget	MTD	YTD	Available	% Spent
FY 2021	\$ 139,801	\$ 15,906	\$ 136,344	\$ 2,273	99 %
FY 2020	\$ 133,802	\$ 17,239	\$ 133,256	\$ 546	100 %

Finance

This report will briefly explain the departments' activities for the month of July.

1. The Finance and Human Resources departments are continuing work on closing fiscal year 2021 as a matter of course, for the audit and state reporting. The month of June was closed (soft) at the end of July/early August.
2. Financial audit work will begin, in mid to late August. The goal is to have a findings free audit. However, since this is our first year with our auditors, we are anticipating some. As stated in last month's report, we consider the process to be a combination of quality assurance and process improvement. Auditors are there to make sure we are conducting our accounting according GAAP, transparently and effectively. They also consider the safeguards in place to protect the town's assets (financial, electronic and physical).
3. We have made solid forward movement with our Munis system issues resolution effort. Some of the issues have been resolved through version updates (aka patches) and configuration changes. A few items have been sent to development for more significant coding changes that are likely to end up in future versions or are already addressed in future versions. An example of this is the MS-61 form/report required by the state. This existed in our former accounting system and doesn't in Munis. Tyler Technologies has been made aware of how important this is, and they are looking into making this a part of a future release. Our plan is to upgrade to the next major version up this winter. The change will resolve some current issues, is a more stable version and has a nearly identical user interface to the current one. The importance of this is that it minimizes the element of change for all the town staff who use the system every day, thus reducing the need for retraining.
4. All but one of the scholarship checks were distributed to the recipients at the end of July. The one was a misspelling and the check had to be reissued. That one went out in early August. Good luck to Newmarket's young scholars as they enter the world of the academe.

Financials:

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2022	\$290,886	\$14,742.94	\$14,742.94	\$276,142.57	5.1
FY2021	\$303,719	\$16,716.65	\$16,716.65	\$261,052.79	14.9

Note: the above numbers are preliminary pulled from the Munis system on 8/6/21 as the year end close process is ongoing.

Information Technology

This report outlines the department's activities for the month of July.

Information Technology:

1. The IT support staff had 54 support tickets totaling 31.54 hours of service time. Requests for support were a combination of typical end user support requests and support for the new telephone system installations.
2. In July the telephone system was successfully moved from FirstLight to TSE digitalvoice. This means our telephone system is managed by TSE and we pay them for phone lines. However, we still use FirstLight for Internet access and copper lines/POTS (plain old telephone service) needed for elevators, faxes, and fire/security alarm service. Due to the relatively high expense of copper lines, we are looking to reduce them to those functions only.
3. Network connectivity was created via a line-of-sight radio signal connection between the new Splash Pad building and the Recreation Center. The purpose of this was to provide a cost effective connection to the network for the security cameras in the new building. It is also to enable the Splash Pad controls to be connected to the network for remote management.
4. Two old Windows 7 computers used for one of the Fire Department's alert systems were replaced with Rasberry Pi solutions making them less expensive and requiring less maintenance.

Channel 13:

In the month of July, Newmarket Channel 13 covered 4 meetings and spent majority of its time working on ways to improve the experience of those watching Channel 13. This included researching audio mixing boards, microphones, and meeting with vendors about what would be best for the auditorium and council chambers. Newmarket Channel 13 also worked on the creation of five newsletters and improving the content on the Newmarket Channel 13 Community Bulletin Board. This was all done while working to improve community outreach and get information out the residents of Newmarket.

On social media we were able to simulcast all the meetings that we covered which resulted in a reach of 3,170 accounts and 605 engagements. This resulted in 165 new page views and 9 new page likes. We also saw 19 new page followers and 62 new link clicks over the month. Our 2 most engaged videos were the Newmarket Planning Board meeting of July 13th with 159 views and 42 engagements; and the July 21st Town Council Meeting with 298 views and 41 engagements. The majority of our followers and views come from Newmarket and the surrounding communities; with a few coming from the Maldives, Egypt, the United Kingdom, and India. Overall, we continue to increase our viewership and community out for Newmarket Channel 13.

In terms of the Newmarket Newsletter, we sent 5 newsletters during the month with an average open rate of 45% and an average click rate (clicking on links inside the newsletter) of 9%. This resulted in growth of 0.13% in the month. This is the result of the Newmarket Newsletter being sent to an average of 1,272 email contacts.

For improvements coming to Newmarket Channel 13, we met with Clegg Sound and Access AV, who recommended the Allen & Heath QU - 16 digital mixer. We expect that to be in sometime in the next the month. There is currently a delay to a lack of processing chips needed for the mixer. We are still investigating new microphones and hope to have an answer on that shortly.

Financials:

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2022	\$215,832	\$10,635.55	\$10,635.55	\$161,764.81	26.2
FY2021	\$215,254	\$13,259.36	\$13,259.36	\$161,894.98	25.6

Note: the numbers are the MIS and CH.13 budgets combined **and** they are preliminary (as of 8/6/21) as the year end process is still ongoing.

Recreation

Financial Report – July Report

June 2019/20 – End of Fiscal Year - Preliminary Numbers

General Fund Expenditures: According to the preliminary numbers from Munis the Recreation's Department's General Fund, we ended the fiscal year expending \$215,289 (99% of the budget) as compared to \$204,170 (94% of the budget) last year at this same time. Note last year we were not able to expend training/development set aside due to COVID restrictions on travel.

Rec Revolving Expenditures: According to the preliminary numbers from Munis the Recreation's Department's Revolving Account, we ended the fiscal year expending \$172,772 as compared to \$264,238 last year at this same time. Once again, this reduction in expenditures is definitely COVID related as we were not able to run our typical summer camp program last summer.

Rec Revolving Revenue: According to the preliminary numbers from Munis the Recreation's Department's Revolving Revenue Account, we ended the fiscal year generating a whopping \$329,277 in which \$156,498 represents a profit difference between expenses and revenue. This is very exciting and we are very happy to once again be making a profit at the end of the year after last's year dismal year end numbers due to COVID.

Personnel:

In the month of July, we were approached by the school and many parents if we would consider offering a before and after school program again this year. We spent the month of July attending meetings with the school trying to determine the exact need. We decided that if we were to offer the program this coming school year it would be designed to have a more recreation feel rather than just a day care concept. We are currently looking to hire more permanent part-time staff that would take these programs one with some consistency rather than just hire several part-time employees. We found out last year the part-time employees were less committed to the program and

often called out, leaving the morning and afternoon coverage to the regular rec staff who had already worked an 8-hour day. This was a very taxing year for our full-time staff and we do not want to repeat last years – last minute “stop gap” care program just to fill the need of the community

Website, Facility & Equipment Rentals:

Website: As reported last month, for the last year the Rec Department has been working on implementing a new website for an upgraded look, a more efficient site and a better way to communicate with our community. We have contracted Kat Roedell with Ignite Business to help us create the site through Word Press while bringing our creative vision to life. The site will provide information on our programs and events, as well as the Sunrise Sunset Center’s bus trips and programs. One of our favorite features is the homepage on the site which will display program photos and a list of all our highlighted programs. We are hopeful that registration will go smoother for community members, and this will be an asset to our marketing. We plan to launch the new site this fall – summer was just TOO busy for us to make this happen and we want to definite make it as big of a splash to the community as the New Splash Pad! Once again, we would like to give a special shout to Alyssa Porto, our Rec Manager, to spear head all the editing and training required to learn how to navigate the new site!

Summer Camp:

Camp Wanna Iguana has been in session for 4 weeks and it has been a rainy but fun summer. This year we have approximately 210 camper's 1 - 8 grade, so on rainy days we have had the opportunity to bring campers into the High School gym to play fun games and activities. On the other typical days of camp, campers rotate around the fields playing games like street hockey and kickball and do activities like crafts and water play. The most spectacular addition has been the Aqua Land Splash Pad, campers are always excited to get wet and have fun. Our Kiddie Camp has also gotten to enjoy the splash pad on the hot summer days, and they particularly enjoy the preschool splash zone area. We have just around 40 Kiddie Campers this summer and they have been enjoying the fenced in preschool playground, the sandpit where they have had some sand castle competitions and free play in the playgroup room. Overall, this has been a much different summer than the one we had last year and the kids are absolutely loving it! They seem to appreciate camp so much more than they had in the past! Parents have come up to us and actually told us that their kids want to come home early from their family vacation, so they can get back into camp! Now that is saying something!

Kayak and Paddleboards: Our kayak rentals seem to be going much more smoothly now that we have everything all in place. We do not have as many rentals as we had last year, but maybe that is because kayaking was a preferred (social distancing) recreational outlet during COVID last summer. Once summer camp is we plan to advertise more and possibly offer some kayak discount days, in the fall. It has been truly hard to run both a kayak rental business and a summer camp program at the same time, when we are already so short-staffed.

Community Events:

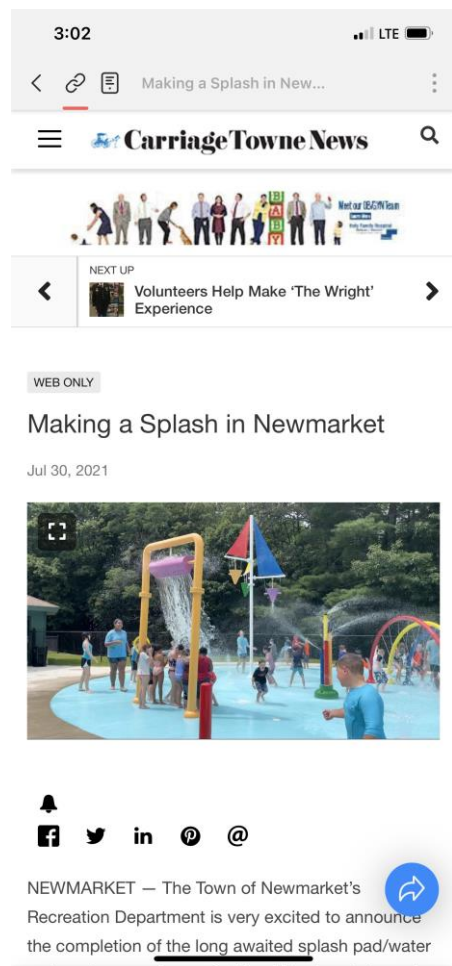
Arts in the Parks: The Rec Department and the Arts and Tourism Commission have successfully hosted 3 nights of Arts in the Park in the month of July with bands like Dudes Abide, Knock on Wood and Truffle. Each night the community has come out to listen to music and check out the local featured artist. Artists like Katarina Young, Lynda Gallagher and Soraya Yamaguchi displayed and sold beautiful pieces of art like paintings, bags, shirts and more. There has only been one rain out night, and Angel Lake has been rescheduled for August 31st. We are looking forward to the bands coming up like Jake Davis and the Whiskey Stones, the Boston Accents and Rico Barr Band. Our pass the hat donations for arts in the park has already made \$355.70, helping us continue to book

bands for next year. Once again, the Arts in the Park concert series runs on Tuesday nights, downtown on the water front at Schanda Park. As reported last month we are extremely happy and thankful to the Town's new Arts and Tourism Committee not only recruit local artists to participate in the weekly series, but that they are sharing in the logistic efforts by helping to break down each night, relieving the Rec Staff from having to work a 12-hour day, after a long camp day. If anyone would like any more information on any of the Tuesday night concerts, the Rec now has a Facebook event pages for each Tuesday night, listing the band, the sponsor, and the local artist. By the way, it's also nice to see so many Town Council members making regular appearances each Tuesday!

Rec Daily & Specialty Programs:

We are currently in the process of putting together our Fall Program line up – Stay Tuned!

Capital Projects (not in priority order):



Splash Pad / Permanent Restroom Facility: Aqua Land opened with a Splash on July 15th with our summer campers! So, to say that it's done, it is for the most part – that is to say it is up and running and being used daily! So much so that we have people traveling from all over the state, as well as, out of state to check out the latest and greatest splash pad on the Seacoast according to many posts on social media! The fact that it is FREE is most likely the biggest attraction, in addition to having one the largest playgrounds as well, in which parents feel their kids are getting the best of both worlds. We are definitely play date central on Saturday mornings! So far, we have received nothing but rave reviews and compliments. They complement the over-all design and appreciate the fence and bathrooms! One family from Kittery, ME told us that they travel over the area in search of splash pads and they told us ours was definitely a step above all the others. Our New Rexy's Rainbow Café also opened at the end of July giving the Aqua Land just one more feature that the kids now love! Right now, our Rainbow Snow Cones seem to be the biggest hit! In regards to operations, we still are ironing out some logistic problems, mainly who is available to lock the bathroom at night when the water park shuts down. This is definitely a safety hazard. We also have had a few complaints of children coming into park who are not being supervised and residents are wondering why we are not supervising it. They do

not realize that if we have to start supervising the park then we may have to start charging an entry fee. Another issue is according to DES the chemicals for the filtration system need to be tested every 4 hours while the park is open to the public and since it is not a supervised park, we are still have to pay staff to come in and check the chemicals 4 times a day on weekends. This is why we opened the concession stand. We are hoping to offset payroll with revenue generated from the food we sell. Right now we are barely breaking even. In August we start our rentals of the gazebo – so there might be some additional revenue gained here as well. The last and biggest issue that we are still trying to work out is that the

pump seems to be losing the prime every day. This should not happen. As of now, Public Works has to come in and re-prime the water park every day (including weekends). I have been told that DPW and the Raindrop (company who installed the water pump system) are still in communications on how to fix the problem. We are currently holding last payments in the town vault until the issue has been resolved.

Skate Park Overhaul: No new news to report.



Basketball Court Resurface Project: We are happy to announce we now have a newly resurface basketball court that now includes to pickle court lines: See Pic. News travel fast because Seacoast Online has already called wanted to know about all the pickle programs we have going on. Once summer camp is over, we plan to purchase all the pickle ball equipment, nets and extra paddle and balls. We will officially announce the new recreation addition as well as post the dedicated hours for both pickle ball and basketball. More on this later! FYI: This was paid out of the 05 Revolving Account.

Beech Street Facility – (project overall is tentatively set for the Fall): We are still very excited to pursue the idea of turning the Beech Street Facility into a body, mind and wellness facility, which will be called, **H.E.A.R.T. in the Right Place**. H = Healing, E = Empowerment, A = Affirmations, R = Relaxation, T = Tranquility. Once again, our plan is to contract with mental health and body wellness certified contract instructors to teach the classes. We are waiting until the fall to move on with this project. The good news is the way we plan to multi-use this facility (open space concept) with wellness programming, it will still be an open space for other Rec or Town needs when requested.

Community Development Block Grants (CDBG):

In September of 2021 the Newmarket Rec Department applied for a \$68,000 Block Grant to purchase a new 14 passenger Turtle Top bus. The grant funding was awarded and the delivery of the new, state of the art transport bus took place in July. This large bus accommodates our older adults with spacious aisles and a wide entryway. The bus comes with an easy-to-use chair lift and more storage area for trips. Safety features also include back-up and side cameras for better visibility for the driver. Our first trip out with the seniors was to Memories Ice Cream in Kingston on a perfect summer afternoon. The seniors enjoyed the comfortable ride in the new Rec bus and look forward to many day trips and possibly an overnight getaway in the future.

Sunrise Sunset Activity Center:



First Bus Trip in New Bus! An enthusiastic group of Sunrise members anxious for their first day trip, were transported by coach bus provided by the Best of Times Travel in July, for a traditional Lobster Bake at Foster's Clam Bake Restaurant in York, Maine. Upon our arrival with almost 300 other attendees, we were soon seated to feast on lobster, steamers, mussels, chowder and more. Following our seafood lunch, we had a full afternoon of entertainment featuring the lively summer music of Jimmy & The Parrots, a well-known Jimmy Buffet tribute band. There was plenty of room for the

many dancers in the large function room and to complete the day our group participated in the long conga line that snaked through the crowd. An extremely fun filled day where everyone felt the enjoyment of summer activity.

Sunrise Sunset Meet Ups Trips: The Annual Moe's Picnic at Stratham Hill was well attended again this year. We had 20 Sunrise members walking the Park's well-kept and extensive trails and then lunching on Moe's Italian sandwiches at the nearby picnic tables. Some of the more adventurous and able-bodied folks went to the top of the hill, including the tower, while others walked the flat trails surrounding the park.

The Sunrise Strummers Ukulele Band is busy practicing for a special event in August where they will perform at the Annual Summer Luau at the New Castle Common hosted by the Rec Staff. They have been challenging themselves with new songs to provide the group with ukulele entertainment at this festive outdoor event, featuring Hawaiian food, lawn games and social time with friends.

Bingo is Open for All: Bingo is now open to all interested participants with no restrictions on number of attendees and no reservations required. We will continue to offer games on both Tuesday and Thursday afternoons unless attendance decreases at which time, we may choose to just offer Thursday Bingo and open up Tuesdays to other popular activities.

Wellness Programs: In-person Chair Yoga with instructor KelLee Brown Larson resumed in July. KelLee has been offering Zoom in both chair and mat yoga for several months. With so many of our seniors lacking in physical activity we wanted to offer strength and balance to those that needed a jump start to prepare for our in-person Bone Builders class coming in August.

The Random Acts of Art Group met this month to start planning the Fall Fair on October 16th. The craft ladies decided to start with an easy to assemble holiday ornament, using supplies that we had in-house. They will continue to work on different projects throughout the next few weeks to stock their craft table for the fair.

Meals on Wheels reinstated congregate dining this month. They are now offering lunch meals on Tuesday and Thursdays from 11:30-12:30. It was a slow start but showing an increase each week. The first large group luncheon special will be in August with the Meals on Wheels Lobster Roll Fundraiser.

Respectfully Submitted by

Aimee Gigandet

Recreation Director

Welfare Department

The Newmarket Public Library hosted a very successful *Tales and Tails Summer Reading Program* during the month of July. In total 111 pre-readers and readers registered, earning 455 tickets for reading to be used toward fun raffle prizes including: aqua dragons, geodes, an earth science kit, terrarium and more. The animal theme lent itself well to a variety of S.T.E.A.M. related activities such as butterfly/cocoon kits, owl pellet dissection kit and clay starfish craft that participants enjoyed as weekly take-home kits. Program highlights included visits by entertainer Steve Corning and the Squam Lakes Natural Science Center who brought a red-tailed hawk, peregrine falcon and opossum to an engaged audience of 70. Children's Librarian Tasha Spuches also hosted weekly storytimes and a monthly book discussion group at Schoppmeyer Memorial Park to allow for safe social distancing. The four-week program culminated with an ice cream social and book giveaway on July 30. The Library celebrates the success of all participants and encourages everyone to keep reading for the remainder of the summer. Digital collections are available 24/7 at newmarketlibrary.org if you plan to travel.



Figure 1 Readers Selecting Books at Ice Cream Social



Figure 2 Science Related Take-Home Activities



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-01 Juneteenth Holiday	6/21/2021	Cover Memo



**TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council**

**Resolution #2021/2022-01
Establishing a Juneteenth Holiday**

- WHEREAS:** the Newmarket Town Council maintains the right to modify its personnel policy to affect a more desirable result for eligible employees; and
- WHEREAS:** the month of June is the time that many in our nation, recognize Juneteenth as the holiday that celebrates Emancipation Day, the day in history when the last state ratified the Emancipation Proclamation; and
- WHEREAS:** this date marks the time where African Americans of Texas received notice from President Lincoln that slavery had been abolished a declaration that was codified in the 13th amendment of the Constitution of the United States of America; and
- WHEREAS:** June 19th also marks the day that African Americans in the southern states exercised independence from those who benefitted from their labors in the founding of this nation; and
- WHEREAS:** the journey of African Americans represents both great achievements and great hardship; and
- WHEREAS:** we value diversity and are united in our opposition to racism and hate. We stand in solidarity with our African American residents, employees and their families.
- NOW, THEREFORE, BE IT RESOLVED BY NEWMARKET TOWN COUNCIL THAT:**
The Newmarket Town Council does hereby recognize June 19th as Juneteenth, which shall be a paid holiday for the Town of Newmarket Employees.

First Reading: July 21, 2021

Second Reading: August 18, 2021

Approval: August 18, 2021

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Resolution 20212022-02 Community Power Coalition Joint Powers Agreement	7/6/2021	Cover Memo
CPCNH JPA to Town Council	7/6/2021	Cover Memo
CPCNH JPA	7/6/2021	Cover Memo
CPCNH Join the Coalition	7/6/2021	Cover Memo
CPCNH Overview	7/6/2021	Cover Memo



**TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council**

Resolution #2021/2022 – 02

**AUTHORIZING THE TOWN OF NEWMARKET TO ENTER INTO A JOINT
POWERS AGREEMENT OF COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

- WHEREAS:** Community Power, authorized under NH RSA 53-E, democratizes energy governance by empowering towns, cities, and counties to choose where their electricity comes from on behalf of their residents and businesses, work with utilities on local energy infrastructure upgrades, and provide electricity supply rates and services to all customers participating in the program; and
- WHEREAS:** The Community Power Coalition of New Hampshire is public nonprofit made up of municipalities and counties that procures electric power supply on behalf of residents and businesses and provide related customer services (local programs, Net Energy Metering supply rates, etc.); and
- WHEREAS:** The Energy and Environment Committee recommends that the Town of Newmarket joins the Community Power Coalition of New Hampshire.

NOW, THEREFORE, BE IT RESOLVED BY NEWMARKET TOWN COUNCIL THAT:

The Newmarket Town Council hereby authorizes the Town Manager to enter into an intermunicipal agreement known as the “Joint Powers Agreement” under the provisions of New Hampshire RSA 53-A to create the Community Power Coalition of New Hampshire (CPCNH) for the purpose of supporting member municipalities and counties in developing and implementing electric aggregation plans, pursuant to RSA 53-E, as well as related statutory authorities.

First Reading: July 21, 2021

Second Reading: August 18, 2021

Approval: August 18, 2021

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

April 28, 2021

Steve Fournier
Town Manager
Town Hall
186 Main Street
1st Floor
Newmarket, NH 0385



Dear Steve,

I am sending along a copy of the most recent **"Roadmap to Community Power"** document that provides background information on what the new Community Power program is all about and that outlines the next steps communities must take in order to formally join the **Community Power Coalition of New Hampshire**. I think it would make sense to put this on the agenda for discussion at the next Town Council meeting. I am also attaching a copy of the **Joint Powers Agreement** which is the document communities would sign when joining the Coalition.

If the Town Council wants to organize a more formal presentation on the Roadmap to Community Power and further explanation of what the Community Power Coalition of NH is all about, I would reach out directly to Henry Herndon who has indicated a willingness to meet with Newmarket representatives to make the case for Community Power.

Henry P. Herndon ❖ (781) 439-2177 ❖ henry@cpcnh.org

Participation in the Coalition is voluntary: Members choose which services to share and projects to jointly develop and may withdraw from participating in the Coalition entirely (subject to the conditions and timelines of any cost-sharing agreements entered into prior to that point).

As you are aware, the Newmarket Energy & Environment Committee has already formed an Electric Aggregation Committee and started work on an Electric Aggregation Plan. Those steps are outlined as the upcoming chapters 2 and 3 of the Roadmap to Community Power, so we are well ahead of the curve on that since we have started this process prior to CPCNH spinning itself off from Clean Energy NH (CENH) of which Newmarket is also a municipal member.

We have received aggregate electric use data from Eversource and are ready to make that data available for public consumption as well to share with Town Council as needed. Our next steps within the committee are to start formulating an energy plan that will provide a complete energy picture for the Town of Newmarket. In order to continue with that process, I would like to request access to whatever municipal electric bills Newmarket now receives so that we can incorporate that data into our planning process. Please let me know what would be the best way to go about coordinating that effort.

We also plan to look more closely at Newmarket's installed base of residential and commercial solar photovoltaic installations in order to gain a more complete understanding of existing clean energy production capacity in Newmarket. We have data from the Newmarket Town Clerk and Assessors office that have provided us with data on what parcels of land in Newmarket

currently host solar panel energy production and are working to refine that data in a consistent fashion suitable for incorporation into our planning process. We plan to try and quantify how those projects are offsetting demand from the traditional grid supplied electric utility companies and use that information to understand how Solar PV fits into the larger energy picture for Newmarket.

We hope that by gaining a better understanding of the complete energy consumption and production environment in Newmarket, that this information will help us prepare and organize a sensible energy plan that we can submit to Town Council for review and adoption in the near future.

The Newmarket Energy and Environment Committee is also about to begin reviewing and ranking vendor responses to our RFP for the **Solarize Newmarket** campaign. We hope to soon make a vendor selection that kicks off a new round of Solar PV project implementation by Newmarket residents and businesses alike. As new projects come on-line, it will be important to have a system in place for documenting and keeping track of these clean, renewable energy initiatives so we hope to be able to also make some further recommendations on procedures and systems to streamline the data collection and reporting associated with solar energy tax credits and exemptions in Newmarket too.

Please do circle back with our committee with some thoughts on whether or not the Town Council is ready to consider formal membership in the Community Power Coalition of New Hampshire.

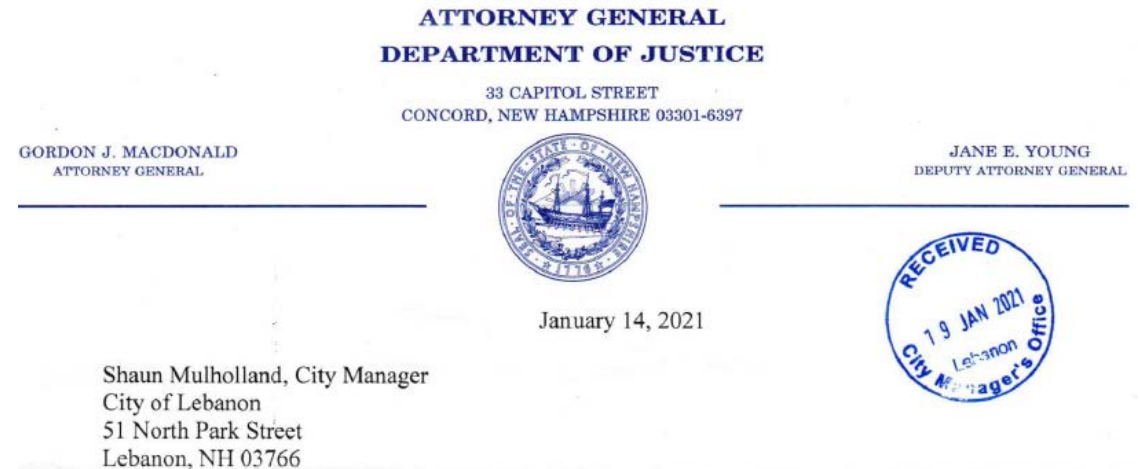
A handwritten signature in black ink that reads "Peter Nelson". The signature is fluid and cursive, with the first name "Peter" and last name "Nelson" clearly distinguishable.

Peter Nelson
Chair, Newmarket Energy & Environment Committee

RSA 53-A – AGREEMENTS BETWEEN GOVERNMENT UNITS

- **53-A:1 Purpose.** – It is the purpose of this chapter to permit municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- **53-A:3 Joint Exercise of Powers.** Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised jointly with any other public agency of this state. . . .
- Law details requirements for JPAs.
- RSA 53-A:3, V. **Every agreement** made hereunder shall, prior to and as a condition precedent to its entry into force, be submitted to the attorney general who shall determine whether

the agreement is in proper form and compatible with the laws of this state.



Re: Joint Powers Agreement for Community Power Coalition

Dear Manager Mulholland:

Please be advised that pursuant to RSA 53-A:3, V, this Office hereby approves the enclosed Joint Powers Agreement pertaining to the proposed agreement submitted to this Office on December 29, 2020 for the creation of a Community Power Coalition for developing and implementing electric aggregation plans between the City of Lebanon, Town of Hanover, City of Nashua, and Cheshire County.

Sincerely,


Nicholas A. Chong Yen
Assistant Attorney General

CPCNH Joint Power Agreement (JPA) – Outline of Key Sections

- Recitals that lay predicates or reasons for entering into the JPA. pp. 1-2
- Outline of Documents included p. 2
 - Att. B: Articles of Agreement of CPCNH pp. 14-18
 - Att. C: Corporation By-Laws pp. 19-32
- Purpose of JPA & Art. IV - Membership p. 3
- Art. V - Cost Sharing Principles -- Cost sharing only by Agreement – designed to mostly be covered by margin on revenue for services. pp. 4-5
- Art. VI-VIII - Meetings, Board, Employees & Agents – mostly dealt with in By-Laws. p. 6
- Art. IX - Committees of Board detailed. pp. 8
- Art. X - How Projects may be developed – voluntary opt-in, w/ project specific contracts & voting based on project share. pp. 8-9
- Art. XI - Bond & Notes – for projects: must be approved by project participant governing & legislative bodies per law, non-recourse to members unless expressly agreed to. p. 10
- Art. XII - Limitation of Liability: “No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.” p. 10
- Art. XII - Accounts & Reports: “. . . The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. . . .” p. 10
- Art. XIV - Term – Effective after 2 communities sign on and after AG approves. p. 11
- Art. XV - Indemnification and Insurance in By-Laws p. 11
- Art. XVI - Amendments -- 2/3 of Members voting at an Annual Meeting except veto by two or more Members totaling 50% or more of the population of all Members based upon the most recent population census. Except amending this article & XII, XIV and XV require governing body OK of every member.

CPCNH JPA – Articles of Agreement (p. 14)

Incorporated as a NH nonprofit corporation per Secretary of State format

SECOND: The purpose of CPCNH is:

- to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to [NH RSA 33-B](#), [NH RSA 53-E](#), [NH RSA 53-F](#), and [NH RSA 374-D](#) (including by reference NH RSA 33), all in accordance with [NH RSA 53-A](#);
- to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations (“CPAs”);
- to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts;
- and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good.

CPCNH JPA – Articles of Agreement (pp. 15-17)

POWERS: (similar to other joint power agencies & governmental instrumentalities)

... 7.13 Incur debts, liabilities, and obligations, provided that **all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;**

7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, **provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute; . . .**

7.21 **Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.**

CPCNH JPA – Articles of Agreement (p. 17)

Limitation of Personal Liability

EIGHTH: . . . There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation. [fiduciary & good faith governance duties]
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

CPCNH JPA – Initial By-Laws (pp. 19-29)

Art. 2 - Purpose & Powers repeat pp. 19-21

Art. 3 - Membership: p. 22

3.5 Manner of Becoming a Member

3.6 Designation of Member Representatives; Voting

- ONE VOTE PER MEMBER AS REQUIRED BY LAW

3.7-8 Withdrawal/Termination of Membership

Art. 4 - Membership Meetings pp. 22-23

4.6 All CPNH meetings to comply with RSA 91-A

Art. 5 - Board of Directors pp. 23-26

5.3 Composition: 5-21 w/1 Director per Member
until more than 21 members then:

- Annual elections of 11-21 Directors by Membership
- Staggered 3-year terms; no term limits

5.15 Board positions voluntary; compensation by
Member not precluded (e.g. could be an employee)

5.16 Director may not serve as CEO – 6 mo. stay-out

Art. 6 – Committees – Limitations p. 27

Art. 7 – Officers pp. 27-28

Elected annually by Board, 1 yr. term, 3 yr. term limit

- Chair, Immediate Past Chair, V. Chair, Sec. & Treas.

7.8 – Removal by 2/3 of Board if in interest of CPNH

Art. 8 – Chief Executive Officer p. 29

- Working title to be determined

- Serves at pleasure of Board

- Prior to hiring CEO Board may retain consultants,
interim staff, and/or an acting manager

Art. 9 – Amendments to By-Laws p. 29

- Require 2/3 vote of Members @ membership mtg.

- Minimum 14 days advance notice.

- Amendments to this Article IX; Art. XI – Dissolution,
Liquidation, and Distribution; and Art. XIII -

Indemnification & Insurance require approval of all
Member governing bodies.

CPCNH JPA – Initial By-Laws (pp. 30-32)

Art. 10 - Financial Report & Audits p. 30

- Annual independent financial report by CPA required – provide to each Director & Member

Art. 11 – Dissolution & Liquidation p. 30

- Require unanimous consent of all Members
- Responsible winding-up required
- All remaining proceeds & assets to Members

Art. 12 – Conflict of Interest pp. 30-31

12.1 Duty to Disclose & Voting Requirements

12.2 Compliance with pecuniary benefit transactions statutes in NH law.

Art. 13 – Indemnification & Insurance p.31

- Broad Indemnification; exceptions consistent with Articles of Agreement (e.g., breach of duty, bad faith, intentional misconduct, improper personal benefit)

13.2 Insurance required

- By-Laws crafted for compliance with NH law regarding charitable trusts if deemed a charitable entity by NH Attorney General.
- Rather than charity status under IRS Code § 501(c)3, CPCNH is structured to qualify for tax exemption under § 501(c)4 as a “social welfare” organization that is created to carry out governmental and utility type functions as an affiliate of governmental entities that is controlled exclusively by them and and is accountable to them.
- CPCNH expected to seek a private ruling letter from IRS that it is exempt from taxation per IRS Code §115 as a governmental instrumentality.
- As such the By-Laws are drafted to require full compliance with RSA 91-A.

**JOINT POWERS AGREEMENT
OF
COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

Effective _____, 2021

Among the Following Parties:

City of Lebanon

Town of Hanover

[City of Nashua]

[Cheshire County]

[1 or more additional jurisdictions TBD]

This Joint Powers Agreement (“Agreement”) is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated 53-A:3, as it may be amended, (“NH RSA”) providing for the joint exercise of powers among the parties set forth in Attachment B (“Parties”). The term “Parties” shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 3. Parties to this Agreement shall be known as Members.

RECITALS

WHEREAS, the Constitution of New Hampshire declares that “Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it”;

WHEREAS, in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to “to reduce costs for all consumers of electricity by harnessing the power of competitive markets...for wholesale and retail electricity services”;

WHEREAS, in 1996, the NH General Court also enacted NH RSA 53-E, “Aggregation of Electric Customers by Municipalities and Counties” and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations (“CPAs”) as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

WHEREAS, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

WHEREAS, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review,

building and fire code administration, adoption of “stretch” codes pursuant to NH RSA 155-A:2, V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

WHEREAS, the Members desire to establish a separate legal entity, known as Community Power Coalition of New Hampshire (“CPCNH”), under the provisions of NH RSA 53-A, in order to jointly support the implementation and operation of their respective CPAs and related energy programs and to offer membership on the same mutually-advantageous terms to all municipalities and counties throughout the State of New Hampshire; and

WHEREAS, by establishing the Corporation, the Members seek to create an independent enterprise that is financially sustainable, mutually beneficial, responsive to local priorities, well managed, and overseen by both elected officials and members of the public to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

ARTICLE I DEFINITIONS AND ATTACHMENTS

SECTION 1. Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Attachment A, unless the context requires otherwise

SECTION 2. Documents Included. This Agreement consists of this document and the following attachments, all of which are hereby incorporated into this Agreement:

Attachment A: Definitions

Attachment B: Articles of Agreement of the Corporation

Attachment C: Corporation By-Laws

Attachment D: List of Members

Attachment E: Signatories

Attachment F: List of Project Contracts

Attachment G: Notices to Corporation

SECTION 3. Revision of Attachments. The Members agree that Attachments B, C, D, E, F, and G to this Agreement describe certain organizational and administrative matters that may be revised from time to time upon approval of the Board or Membership, without such revision constituting an amendment to this Agreement. The Corporation shall provide written notice to the Members of revision of any such attachment.

ARTICLE II FORMATION OF CORPORATION

SECTION 1. Creation of Corporation. The Corporation will be formed by the filing of the Articles of Agreement of the Corporation in the form set forth in Attachment B with the New Hampshire Secretary of State.

SECTION 2. Purpose. The purpose of this Agreement is for Members to make the most efficient use of their powers on a basis of mutual advantage through a corporation separate from, and for which, the Members are not liable for the debts, liabilities, or obligations of the Corporation, except to the extent they may have contracted with the Corporation to be liable thereafter. The Members will form the Corporation to regulate and manage the affairs of the Corporation not inconsistent with the laws of New Hampshire or the Articles of Agreement, in order to study, promote, develop, conduct, operate, and manage energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Members intend for the Corporation to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist Members in exercising their authorities under, and complying with, the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs, known as CPAs; to provide supportive services and technical assistance to CPAs serving member municipalities and counties; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. The Corporation will be a non-stock, non-profit voluntary corporation.

ARTICLE III POWERS

Powers under this Agreement shall be the same as provided for the Corporation as reflected in the Articles of Agreement of the Community Power Coalition of New Hampshire, with the initial text as set forth in Attachment B.

ARTICLE IV MEMBERSHIP

SECTION 1. Members to Agreement. Each Member certifies that it intends to, and does, contract with every other Member and, in addition, with such other Members as may later be added. Each Member also certifies that the withdrawal or termination of any Member from this Agreement does not affect this Agreement, each Member's obligations under the Agreement, and each remaining Member's intent to contract with the other Members then remaining. Members acknowledge that membership in the Agreement may change by the addition and/or withdrawal or termination of Members. Prior to the initial Members Annual Meeting, each eligible entity upon delivery of a certified authorization of participation in, and an executed, Agreement shall become a Member as provided for in Sections 2 and 3 below.

SECTION 2. Membership Eligibility. Membership in the Agreement will be pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 3. Additional Members. Any eligible entity may become a Member of the Agreement pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 4. Voluntary Withdrawal of Member. Voluntary withdrawal of a Member from the Agreement shall be pursuant to the same terms for voluntary withdrawal of membership in the Corporation as reflected in the By-Laws.

SECTION 5. Involuntary Termination of Member. Involuntary Termination of Member from the Agreement shall be pursuant to the same terms for involuntary termination of membership in the Corporation as reflected in the By-Laws.

SECTION 6. Continuing Obligations. Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Contract or Agreement, and for any claims, demands, damages or liabilities arising from the Member's participation in the Corporation through the date of its withdrawal or involuntary termination. The Member's equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member's liability for the costs described herein. Any amount of the Member's funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.

ARTICLE V COST SHARING PRINCIPLES

SECTION 1. Fiscal Year. The fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year. Before changing the Fiscal Year, the Board shall confer with the Treasurer and may confer with the auditor.

SECTION 2. Budget. The budget will be established pursuant to the terms reflected in the By-Laws.

SECTION 3. Cost Sharing Agreements. An agreement shall be entered into between the Corporation and each respective Member, uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for, to ensure that the costs, expenses, debts, and liabilities ("costs") directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources. Such costs shall be classified as:

- (a) CPA Member Services Costs:** costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;
- (b) General and Administrative Costs:** costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in

connection with a particular Project, Project Agreement, or Member Service and shall be allocated to, and recovered from, each Member on a *pro rata* basis in accordance with the following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and

- (c) **Direct Project Costs:** costs incurred for a particular Project for designated Member(s) or costs incurred pursuant to a Project Contract shall be recovered directly from the Member(s) that participate in a particular Project or pursuant to the Project Contract that governs Member cost responsibility for the Project.

SECTION 4. General and Administrative Costs. General and Administrative Costs include those that have been incurred for the general operation and administration of the Corporation, and other expenses of a general character, including but not limited to costs relating to: administrative offices that serve the Corporation; Corporation-wide financial management, business services, budget and planning, and personnel management; operations of the Corporation's central management information systems; general management of the Corporation, such as strategic direction and member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.

General and Administrative Costs do not include costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to cost allocation under the applicable Project Contract. The Members intend that all costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.

SECTION 5. Member Advances, Contributions and Repayment. Upon the request or approval of the Board, any Member may make payments, advances, or contributions to the Corporation for any and all purposes set forth herein, and may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to, and may be disbursed or used by, the Corporation. Except as otherwise specified in contracts with Members by the Board, the approved advances will be treated as indebtedness of the Corporation and shall be payable and repaid as such.

SECTION 6. Refunds. No Member that withdraws or is terminated shall be entitled to a refund of any payments made in connection with General and Administrative Costs.

SECTION 7. Funding of Initial Costs. Any Members that have funded activities necessary to implement the Corporation may request that the Board consider reimbursing said Members for said costs over a reasonable time period and shall provide such documentation of costs paid as the Board may request.

ARTICLE VI MEMBERSHIP MEETINGS

SECTION 1. Annual Meeting of the Members. Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

SECTION 2. Expenses. Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

ARTICLE VII BOARD OF DIRECTORS

SECTION 1. Powers and Duties. The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Compensation. There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

ARTICLE VIII EMPLOYEES AND AGENTS

SECTION 1. Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Employees and Other Agents. The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

ARTICLE IX COMMITTEES

SECTION 1. Establishment. The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

SECTION 2. Appointment. Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

SECTION 3. Committee Meetings. Meetings of committees may be called at any time by the

respective chairperson of each committee, or by the Chair, provided that notice is given to all members of the committee in person, by telephone, or by electronic mail at least 24 hours in advance of the meeting. All committee meetings shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, and as it may be amended. Reports of committee meetings shall be presented to the Board at its next regular meeting, and each committee shall furnish copies thereof to the Secretary to be maintained with the records of the Corporation. Any committee member may participate in a meeting of the committee by means of a conference telephone, video or similar communications equipment allowing all persons participating in the meeting, including the public, to hear each other at the same time, to the extent allowed by NH RSA 91-A, and participation by such means shall constitute presence in person at a meeting. Unless the Board shall otherwise provide, the standing committees shall have the power to establish their own rules of procedure and to determine the time and place of their meetings.

SECTION 3. Executive Committee. At such time as membership in the Corporation exceeds 11 (eleven) Members, there shall be an Executive Committee consisting of the Chair, the Vice Chair, the Treasurer, the Secretary, and the Immediate Past-Chair. If the Immediate Past-Chair is no longer a Director of the Board or declines to serve on the committee, another Director may be appointed to serve on the committee. The Chair, Vice Chair, Treasurer, and Secretary shall serve on the committee during their terms in office. Other members shall be appointed for one-year terms and may serve consecutive terms. The Executive Committee shall have authority to exercise all powers of the Board between meetings of the Board but shall exercise such authority only when action is required before the next scheduled Board meeting. All actions taken by the committee shall be reported to the Board at the next meeting of the Board. Further, the committee shall have no authority to take any of the following actions:

- (a) Elect or remove any Director or officer, including the filling of a vacancy.
- (b) Terminate, hire, or take any other action with respect to the employment status of the Chief Executive Officer.
- (c) Adopt or materially amend the Corporation's budget.
- (d) Amend or terminate the Agreement.
- (e) Repeal or adopt any amendment to the Corporation's Articles of Agreement or By-Laws; or
- (f) Approve any merger, reorganization, liquidation, dissolution, or disposition of substantially all the Corporation's assets.

SECTION 4. Finance Committee. There shall be a Finance Committee consisting of at least two Directors or alternates, one of whom shall be the Treasurer, who shall serve as chairperson of such Committee. The committee shall advise the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Corporation.

SECTION 5. Audit Committee. There shall be an Audit Committee consisting of no fewer than two and no more than six Directors or alternates. The committee shall oversee the quality and integrity of the Corporation's accounting, auditing and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and to Members at the Annual Meeting. The Corporation shall consider the budget amount necessary for such financial reports as determined by the Audit Committee. The specific

powers and responsibilities of the Audit Committee shall be specified in an Audit Committee Charter, which shall be adopted from time to time by the Members at the Annual Meeting.

SECTION 6. Regulatory and Legislative Affairs Committee. There shall be a Regulatory and Legislative Affairs Committee consisting of no fewer than two Directors along with a number of Members determined at the Annual Meeting. The committee shall be responsible for monitoring and advising the Corporation and Members in regard to regulatory and legislative engagement and shall have specific powers and responsibilities as specified in a Regulatory and Legislative Affairs Committee Charter, which shall be adopted from time to time at the Annual Meeting. This committee shall also appoint representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.

SECTION 7. Risk Management Committee. There shall be a Risk Management Committee consisting of the Chair, the Treasurer, and such other Directors and members as the Board determines. The committee shall develop and recommend to the Board within one year of the Effective Date of this Agreement, and at least biennially thereafter, an Enterprise Risk Management Policy, and shall perform such tasks as, reviewing major risk exposures and monitoring the steps taken to control said exposures. The Risk Management Committee shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of the Corporation relative to the Enterprise Risk Management Policy and as otherwise requested by the Board. The Corporation shall budget an amount necessary for the evaluation as determined by the Risk Management Committee, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with the Corporation. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member and no individual or firm may be hired to conduct more than two consecutive evaluations. The Risk Management Committee shall act upon a majority vote of the Member Directors of the Committee.

SECTION 8. Governance Committee. There shall be a Governance Committee consisting of no fewer than three and no more than six Directors or alternates. The committee shall assist the Members in recruitment of Board Directors; determine eligibility of nominees for consideration of Directorship; monitor the effective functioning of the Board and committees; conduct regular Board orientations and evaluations; periodically review and recommend amendments to this Agreement; and advise the Board and Members, through the Annual Meeting, on governance issues. The Governance Committee shall be comprised of at least one Director each from a city, a town, and a county.

SECTION 9. Other Committees. Other committees may be established and abolished as necessary by the Board and given such authority as the Board determines appropriate, subject to the provisions of this article, and except that the authority of the Board itself shall not be delegated to any committee other than the Executive Committee. In the case of such committees established by the Board, it shall not be necessary for a committee member to also be a Member or a Director.

SECTION 10. Project Committees. The power to oversee implementation of Projects is delegated to Project Committees as set forth in this Agreement.

ARTICLE X PROJECTS

SECTION 1. Projects. The Board may establish Projects and Study Projects (collectively, for

purposes of this Article X only both are referred to as “Projects”) within the purpose and power of the Corporation and to adopt general policy guidelines for their implementation. “Project Contracts” means contracts between and among the Corporation and its Members for the Projects. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project.

SECTION 2. Right to Participate in Projects. The Board shall provide at least thirty (30) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Once a Project is approved by the Board, all Members shall have the right, but not the obligation, to participate in a pro rata share in the Project in relative proportion to the electric load of each Member. If a Project is not fully subscribed, the unsubscribed portion may be divided among the participating Members in the Project that seek a greater participation share in the same proportion as the original allocation until a project is fully subscribed. Each Member’s participation share allocation for the Project shall be based on the financial commitments made by the participating Members or as otherwise may be agreed by the participating Members in a particular Project. Once the Project is fully subscribed or the time to participate has closed, (i) the Treasurer will calculate the number of Project Votes each Member has in the Project, and (ii) the Chief Executive Officer, at the direction of the participating Project Members, will lead the negotiation of the agreements with the Project’s vendors, developers and/or consultants and assist with coordinating the Project Contracts amongst the participating Members and the Corporation. All expenses, rights, and obligations to any specific Project as among the participating Project Members will be as provided through Project Contract that will be separate and distinct from this Agreement. A Project that is fully subscribed or for which the initial time to participate has closed may remain open to new Members to join subject to, and under the terms of, the Project Contract.

SECTION 3. General Project Voting Guidelines. The following guidelines apply to all Projects established by the Corporation:

- (a) The Members that participate in a Project will all collectively agree, in Project Contract(s) separate from this Agreement, to what extent they will assume any obligations, debts and liability incurred in connection with the formation and/or implementation of such Projects. Nothing in this Agreement requires joint and several liability or imposes any liability on any Member with respect to any Project or Project Contract. The impact of a defaulting Member to any Project Contract shall be solely limited by, and governed according to, the terms for default covered in the Project Contract for the applicable Project.
- (b) Once a Project is fully subscribed or the time to participate has closed, as set forth in Section 2 herein above, all Project Matters regarding the Project shall be decided by 80% of the Project Votes cast thereon; provided that if one party controls more than 80% of the vote, then another party shall be required to vote in the affirmative for any action to be taken to prevent one party from controlling the outcome of the vote. Each Director shall be entitled to cast all or any portion of the number of such Director’s Project Votes.

SECTION 4. Transfer of Participating Member Project Contract Interests. Subject to the terms of any financing for a Project, a Project Contract may provide for a Member’s transfer of an interest in a Project to other Members participating in the Project Contract and, if such transfer is not fully subscribed by such participating Members, to other Members. Project Contracts shall not permit the transfer of a participating Member’s participation interest in a Project Contract to

any entity that does not qualify for membership in the Corporation or that would adversely affect the tax status of the Corporation.

SECTION 5. Project Committees. There will be a Project Committee for each Project consisting of one Director or alternate from each participating Member, which shall adopt procedures for the committee to follow as deemed appropriate for the Project.

ARTICLE XI BONDS AND NOTES

The Corporation shall have the power to facilitate for Projects or directly issue, sell, and deliver bonds in accordance with the provisions of NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, for the purpose of acquiring, financing, performing or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture, or other instrument, as required by law and as approved by the Board, provided that any such bond or note issuance is approved by participating Members' governing and legislative bodies as required by statute and all such debts, liabilities and obligations shall be non-recourse to any and all of the Members except as expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract or by the terms of legislative body approvals required by statute.

ARTICLE XII LIMITATION ON LIABILITY OF MEMBERS

No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.

ARTICLE XIII ACCOUNTS AND REPORTS

SECTION 1. Establishment and Administration of Funds. The Corporation is responsible for the strict accountability of all funds and reports of all receipts and disbursements. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and will comply with every provision of law relating to the establishment and administration of funds, provided that all funds of the Corporation shall be held in separate accounts in the name of the Corporation. The Corporation shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Corporation securing its bonds or notes, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. All the books, records, accounts and files referred to in this Article XIII shall be open to the inspection of holders of bonds or notes of the Corporation to the extent and in the manner provided in the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

SECTION 2. Checks, Notes and Contracts. The Board shall determine who shall be authorized on behalf of the Corporation to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

ARTICLE XIV TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

This Agreement shall become effective (the “Effective Date”) when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated by dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws.

ARTICLE XV INDEMNIFICATION AND INSURANCE

Indemnification and insurance shall be as provided for in Article XIII of the By-Laws.

ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS

SECTION 1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member shall assign its interest in this Agreement to an entity that is not a Member or that is not eligible to become, and demonstrates an intent to become, a Member. No Member may assign any right or obligation hereunder without the consent of all other Members, provided that such consent shall not be unreasonably withheld. The immediately preceding sentence shall not affect, in any respect, any right of the assignment under any Project Contract between any Member and the Corporation.

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended at any time and from time to time by an written amendment approved by at least 2/3 (two-thirds) of the votes cast at an Annual Meeting at which a quorum is present, provided that no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census. This Article XVI Section 2 and Articles XII, XIV and XV may not be amended unless such amendment is approved by the governing body of each Member.

ARTICLE XVII GENERAL PROVISIONS

SECTION 1. Breach of Agreement. If a Member defaults in any undertaking contained in this Agreement, such default shall not excuse such Member from fulfilling its obligations under this Agreement, Cost Sharing Agreement, or Project Contract(s) and each Member shall continue to be liable for the performance of all conditions herein and therein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Corporation created hereby and each Member hereby grants to the Corporation the right to enforce by whatever lawful means the Corporation deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are

cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies.

SECTION 2. Dispute Resolution. The Members and the Corporation shall make reasonable efforts to settle all disputes arising out of, or in connection with, this Agreement. Before exercising any remedy provided by law, a Member or Members and the Corporation shall engage in nonbinding dispute resolution or in a manner agreed upon by the Member or Members and the Corporation. The Members agree that each Member may specifically enforce this provision, Article XVI, Section 2, Dispute Resolution. In the event that dispute resolution is not initiated or does not result in a resolution within 60 days after a written request for dispute resolution, any disputing Member or the Corporation may pursue any remedies provided by law.

SECTION 3. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notices to the Corporation shall be delivered to the Corporation's principal place of business, as identified in Attachment E. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with the Corporation. All written notices sent in the prescribed manner will be deemed given to a Member or the Corporation on whichever date occurs first: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class," postage prepaid, or faster delivery method; or (3) the date of transmission, when sent electronically, including by email or facsimile.

SECTION 4. Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Hampshire, or be otherwise rendered unenforceable or ineffectual, each and all of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

SECTION 5. Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer of this Agreement.

SECTION 6. Governing Law. This Agreement is made and to be performed in the State of New Hampshire, and as such New Hampshire substantive and procedural law shall apply.

SECTION 7. Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by the Corporation and Member, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

REFERENCE TO Joint Powers Agreement

Reference in this Joint Powers Agreement shall include all amendments thereto or changes thereof unless specifically excepted.

Attachment A: Definitions

1. “Annual Retail Electricity Load” means the annual amount of metered electricity delivered to retail consumers and supplied through the Member CPA during the most recent 12 whole months, or if less than 12 whole months of load have been supplied, an annual amount extrapolated from the most recent whole months.
2. “Articles of Agreement” means the Articles of Agreement of Community Power Coalition of New Hampshire, a New Hampshire Nonprofit Corporation to be formed pursuant to NH RSA 292:2 as initially set forth in Attachment B.
3. “By-Laws” means the by-laws of the Corporation as initially set forth in Attachment C.
4. “Corporation” means Community Power Coalition of New Hampshire and may be referred to as CPCNH.
5. “Electric Aggregation Plans and Programs” means such services municipalities and Counties undertake pursuant to NH RSA 53-E.
6. “Member Directors” means Directors appointed by a Member of this Agreement.
7. “Project Matter” means a matter for decision by the Members subscribed to a Project or Study Project involving a question or matter pertinent to considering, entering, studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating or maintaining the Project or Study Project as to which there shall be one or more Project Contracts.
8. “Project Votes” means the number of votes a Member shall be entitled to cast with respect to a Project Matter. Each Member shall be entitled to cast that number of votes, with respect to a Project Matter, computed as follows: That number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (i) the amount of the Member’s financial commitment in the Project or Study Project to which the Project Matter relates, by (ii) the aggregate amount of all Members’ then existing financial commitments in such Project or Study Project. In the event that such a calculation is being made with respect to a Project (other than a Study Project) prior to the date of commencement or commercial operation of the Project, as applicable, such calculation shall be made as of the anticipated date of commencement or commercial operation of such Project.
9. “Study Project” means one or more proposed Projects as to which the Corporation undertakes to make studies or to acquire options or permits and to incur other preliminary costs prior to the undertaking of the solicitation, construction or acquisition of such proposed Project or Project.

Attachment B: Articles of Agreement

The State of New Hampshire

Recording Fee: \$25.00

RSA 292:2

**ARTICLES OF AGREEMENT
OF
COMMUNITY POWER COALITION OF NEW HAMPSHIRE
A NEW HAMPSHIRE NONPROFIT CORPORATION**

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following articles:

FIRST: The name of the corporation shall be "Community Power Coalition of New Hampshire" (abbreviated "CPCNH").

SECOND: The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations ("CPAs"); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement executed on or before its effective date of _____, 2021 pursuant to RSA 53-A (the "JPA").

THIRD: The provisions for establishing membership and participation in the corporation are as follows:

Pursuant to NH RSA 53-E members of CPCNH may include counties, cities, towns, unincorporated places, and village districts within the state and any grouping of such entities operating pursuant to NH RSA 53-E:3, II(b). Any of the foregoing may become a Member upon complying with the requirements established by the CPCNH Board of Directors.

Each Member shall have one vote at all Member meetings.

Attachment B: Articles of Agreement

The initial board of directors shall be the incorporators. The board of directors shall establish a code of by-laws not inconsistent with these Articles of Agreement or the provisions NH RSA 292 as amended, for the governance of the corporation.

These Articles of Agreement may be amended by a vote of the two-thirds of the Members at a Member meeting.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, all net proceeds from the liquidation of the assets and property of CPCNH and any remaining assets shall be conveyed to its Members that remain at the time of dissolution as is determined by the Board in accordance with law. No Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

FIFTH: The New Hampshire principal address at which the business of this corporation is to be carried on is:

Principal Mailing address is: _____

Business Email is info@cpcnh.org.

☒ Please check if you would prefer to receive the courtesy Nonprofit Report Reminder by email.

SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are: There is no capital stock, shares, or membership certificates.

SEVENTH: The powers of the Corporation shall include the following:

7.1. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

7.2 Employ agents and employees;

7.3 Lease real or personal property as lessee and as lessor;

Attachment B: Articles of Agreement

7.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

7.5 Receive, collect, invest, and disburse moneys;

7.6 Make and enter into contracts;

7.7 Sue and be sued in its own name;

7.8 Establish, operate, maintain and/or fund energy-related programs;

7.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

7.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

7.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

7.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

7.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

7.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

7.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

7.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

7.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

7.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA;

7.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement; and

Attachment B: Articles of Agreement

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

EIGHTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation.
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

NINTH: Signatures and post office address of each of the representatives of the governmental entities associated together to form the corporation:

Signature and Name

Post Office Address

1. _____ Signature	_____ Street
_____ Name (please print)	_____ City/Town/State/Zip
2. _____ Signature	_____ Street
_____ Name (please print)	_____ City/Town/State/Zip

Attachment B: Articles of Agreement

3.	_____	_____
	Signature	Street
	_____	_____
	Name (please print)	City/Town/State/Zip
4.	_____	_____
	Signature	Street
	_____	_____
	Name (please print)	City/Town/State/Zip
5.	_____	_____
	Signature	Street
	_____	_____
	Name (please print)	City/Town/State/Zip

Note: At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Attachment C: By-Laws

BY-LAWS of the COMMUNITY POWER COALITION OF NEW HAMPSHIRE

ARTICLE I NAME

The name of the corporation shall be the Community Power Coalition of New Hampshire ("CPCNH").

ARTICLE II PURPOSE AND POWERS

Section 2.1 Purpose

The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations; to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of community power aggregations in advancing such policies and actions for the common good.

Section 2.2 Community Power Coalition of New Hampshire Joint Powers Agreement

This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement effective on _____, 2021 (the "JPA").

Section 2.3 Powers

CPCNH is authorized, in its own name, to do all acts permitted under NH RSA 53-A, as amended from time to time, such other provisions of New Hampshire law not inconsistent with NH RSA 53-A, as well as any act necessary, consistent with New Hampshire law, to fulfill the purposes set forth in Section 2.1 above, including but not limited to, each of the following:

Attachment C: By-Laws

2.3.1 Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

2.3.2 Employ agents and employees;

2.3.3 Lease real or personal property as lessee and as lessor;

2.3.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

2.3.5 Receive, collect, invest, and disburse moneys;

2.3.6 Make and enter into contracts;

2.3.7 Sue and be sued in its own name;

2.3.8 Establish, operate, maintain and/or fund energy-related programs;

2.3.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

2.3.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

2.3.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

2.3.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

2.3.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

2.3.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

2.3.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

2.3.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

2.3.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

Attachment C: By-Laws

2.3.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

2.3.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA;

2.3.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement and these By-Laws; and

2.3.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

ARTICLE III MEMBERSHIP

Section 3.1 Members

The initial Members of CPCNH shall be the towns, cities, and counties that entered into the JPA on or before its effective date of _____, 2021. Pursuant to NH RSA 53-E, the following shall be also eligible to become members of CPCNH:

Section 3.2 Municipalities

Any city, town, unincorporated place, or village district within the state. Any such entity (hereinafter "*Municipality*") shall be eligible for membership in CPCNH.

Section 3.3 Counties

Any county within the state. Any such entity (hereinafter "*County*") shall be eligible for membership in CPCNH.

Section 3.4 Joint Powers Authority Any group of municipalities and counties that have chosen to jointly operate a community power aggregation in accordance with NH RSA 53-A and RSA 53-E shall be eligible for membership in CPCNH as a Joint Powers Authority in lieu of individual municipal or county memberships.

Section 3.5 Manner of Becoming a Member

Any city, town, unincorporated place, village district, county, or joint powers authorities may become a Member at any time upon an affirmative vote by the governing body of the proposed new Member to approve and join the Community Power Coalition of New Hampshire Joint Powers Agreement and by an affirmative vote of a majority of the Board of Directors to approve the new Member.

Section 3.6 Designation of Member Representatives; Voting

The governing body of each Member shall designate in writing to the Chief Executive Officer, or Chair of the Board in the absence of a Chief Executive Officer, an elected or appointed official as a Member representative who shall attend CPCNH meetings and vote on behalf of the Member. The governing body of each Member may

Attachment C: By-Laws

also designate in writing an alternate to serve when the primary representative is unavailable. The designated representative or alternate may also be employees or volunteers of the Member. Each Member shall be entitled to one vote on the election of Directors and all other matters submitted to a vote of the membership.

Section 3.7 Voluntary Withdrawal of Membership

A Member's membership with CPCNH may be withdrawn by the Member's governing body upon notifying the Chair of the Board of Directors in writing and complying the provisions of Section 3.9.

Section 3.8 Involuntary Termination of Membership

A Member's membership with CPCNH may be terminated by a two-thirds (2/3) vote of the entire Board of Directors, with the exception of the terminated Member's representative if they are also a Director, for reasons deemed good and sufficient by the voting Directors. Default under a Project Contract, failure to satisfy the material terms of its Cost Sharing Agreement, as defined in the JPA, with the Corporation, and material non-compliance with the provisions of the JPA are each ground for terminating membership.

Section 3.9 Continuing Obligations

Any withdrawn or terminated Member shall execute all reasonable and necessary documents to effectuate such withdrawal or termination and such Members' continuing obligations shall be pursuant to the same terms for continuing obligations as provided for under Article IV, Section 6 of the JPA.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 4.1 Annual Membership Meeting of CPCNH

Each April there shall be an annual meeting ("Annual Membership Meeting") of the Members at a specific date, time, and place established by the Board of Directors ("Board"). Written notice thereof shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board not less than thirty (30) days prior to the Annual Membership Meeting date. The notice shall set forth the number of Directors to be elected by the Members, as well as any other items of business to be conducted at the Annual Membership Meeting. Only those items set forth in the notice shall be acted upon at the Annual Membership Meeting.

Section 4.2 Regular Meetings of CPCNH

The Members may vote to hold periodic meetings. An annual schedule for such meetings may be established by a majority vote of the Members. Written notice for each such meeting shall be given not less than ten days prior to the date of the meeting. The notice shall set forth the items of business to be conducted at each meeting. By a

Attachment C: By-Laws

majority vote of the Members present at the meeting, items of business not identified in the meeting notice may be transacted at such meeting.

Section 4.3 Special Meetings

Special meetings of CPCNH may be called by the Board or at the written request of twenty-five percent (25%) of the Members. Written notice of a special meeting shall be given not less than five (5) days prior to the date of said meeting. Only such business stated in the notice shall be transacted at the said meeting.

Section 4.4 Quorum

Not less than twenty-five percent (25%) of the total number of Members shall constitute a quorum for any meeting of the Members of CPCNH.

Section 4.5 Vote Necessary to Take Action

A plurality vote of the Members in attendance at a Membership meeting shall be necessary to elect any Director. A majority vote of the Members in attendance at a Membership meeting shall decide any other matter, except as otherwise provided in these By-Laws. Attendance at a meeting may be in the manners specified in Section 5.10 of these By-Laws.

Section 4.6 Meetings Subject to Right-to-Know Law

All meetings of CPCNH shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, as amended from time to time.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Management

The affairs, activities, and property of CPCNH shall be managed, directed, and controlled by, and its power exercised by and vested in a Board of Directors, which shall have all powers enumerated in the Articles of Agreement, the laws of the State of New Hampshire as amended from time to time, and all other powers conferred by these By-Laws and the JPA. Each year the Board shall establish the budget for CPCNH.

Section 5.2 Board Duties

In addition to those duties outlined briefly in Section 5.1 above, the Board may appoint a Chief Executive Officer and authorize such other positions as it shall deem necessary to conduct the work of the organization.

Section 5.3 Composition

5.3.1 Initial Board Subject to the provisions of Section 5.3.2, below, the initial Board of Directors shall consist of one designated representative, or alternate, from each Member. At any point in time that there are less than five (5) Members, the Members,

Attachment C: By-Laws

through their representatives to the Board of Directors, may elect additional voting Directors by majority vote, such that there is always a minimum of five (5) voting Directors. The term of such additional voting Directors shall end when there are at least 5 Members with representation on the Board of Directors.

5.3.2 Subsequent Boards

Until such time as there are a total of twenty-one (21) Members, all Member representatives or their alternates shall serve as Directors. At such time as there shall be more than a total of twenty-one (21) Members, members of the Board ("Directors") shall be selected from the representatives and alternates of Members of CPCNH, and such other persons as provided in Section 5.4 of these By-Laws. At such time, to ensure the broadest support for the goals of CPCNH, the organization shall seek Board members who reflect the qualifications and diversity determined by the Board in its policies. Among these considerations the Board shall at all times, so long as there are sufficient Member representatives from each of the following designations, include the following: not less than two Directors from cities, not less than two Directors from towns, and not less than two Directors from counties or joint powers authorities. There shall not be two or more Directors that represent the same city, town, county, or joint powers authority. Every reasonable effort shall be made to assure geographic diversity on the Board.

Section 5.4 Non-Voting Members

The Board, by majority vote, may appoint non-voting persons to serve on the Board based on their expertise in areas valuable to the operations of CPCNH and as liaisons with other related organizations.

Section 5.5 Terms of Office

Starting with the first election of Directors by the Membership pursuant to paragraph 5.3.2. Directors shall serve three (3) year terms, staggered so that approximately one-third (1/3) of the Directors will be elected each year. There shall be no term limit.

Section 5.6 Election

Directors of CPCNH shall be elected by majority vote of the Members in attendance at each Annual Membership Meeting. Attendance at the Annual Membership Meeting may be in the manners specified in Section 5.10 of these By-Laws. Vacancies on the Board may be filled by majority vote at any Regular Meeting or Special Meeting of the Board, and those so elected shall fill the unexpired term of their predecessors in office.

Section 5.7 Number

The initial Board shall consist of all the Member representatives or their alternates, plus such additional Directors as may be elected pursuant to paragraph 5.3.1 until such time as there are more than twenty-one (21) members. When there are

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more than twenty-one (21) Members the Board shall consist of not less than eleven (11) Members and not more than twenty-one (21) Members. The size of the Board's membership may be increased or decreased by amendment of these By-Laws.

Section 5.8 Meetings

The Chair may call meetings of the Board at any time, and a Special Meeting must be called when requested in writing by twenty-five percent (25%) of the Directors. Notice for a Special Meeting of the Board must be provided to each Director in writing at least five (5) days prior to the Special Meeting and shall specify the purpose of the Special Meeting. Only the items indicated in the Notice shall be acted upon at a Special Meeting.

Section 5.9 Annual Meeting of the Board

The Annual Meeting of the Board Directors shall be held immediately following the Annual Membership Meeting, or at such other time as may be established by the Board, for the purposes of electing officers, receiving reports on the financial fitness and activities of CPCNH, and determining the direction of the organization for the coming year. The specific location and time of the Annual Meeting of the Board and the Membership shall be held at such place as may be designated from time to time by the Board.

Section 5.10 Electronic Participation at Meetings of the Board

To the extent permitted by RSA 91-A the Directors or the members of any committee may participate in, and act at any meeting, using any means of communication so long as all persons participating in the meeting can communicate with each other concurrently. Such communication includes video, audio, electronic, and telephonic conferencing. Participation by telephone or other electronic means shall be equivalent to presence in person at a meeting for the purposes of determining if a quorum is present. All Directors attending meetings by audio or electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting and their votes shall be recorded by the Secretary as completed via audio or electronic attendance. E-mail is not considered a proper form of electronic participation at a meeting. Only those attending a meeting in-person may vote to break a tie.

Section 5.11 Record of Meetings

The Secretary or, in the absence of the Secretary, one of the Directors designated by the Chair and participating in the meeting, shall keep a record of Board meetings.

Section 5.12 Quorum

At all meetings of the Board, twenty-five percent (25%) of the Directors then serving shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be considered the act of the Board, except as may be otherwise

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specifically provided by the laws of the State of New Hampshire or these By-Laws. No business shall be transacted at any meeting of the Board at which the required quorum is not present, and the only motion, which the Chair shall entertain at such meeting, is a motion to adjourn.

Section 5.13 Removal of Directors

Any Director may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of all of the Directors, with the exception of the Director subject removal, at any Regular Meeting or Special Meeting of the Board called for that purpose. In addition, any Director who fails to attend three (3) Regular Meetings of the Board in a fiscal year may be asked to resign unless the Chair of the Board has excused the absences.

Section 5.14 Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws.

5.14.1 To the extent permitted by RSA 91-A the Board may also act without a meeting on any action required or permitted to be taken at a meeting if:

5.14.1.1 Written consent setting forth the action taken thereto is signed by all the Directors and filed with the minutes of the meetings of the Board. Written consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

5.14.1.2 Consent by electronic mail setting forth the action taken thereto is submitted and received by all the Directors and filed with the minutes of the meetings of the Board. Such consents shall be treated as a vote of the Directors for all purposes.

Section 5.15 Compensation

Board positions are voluntary, and Directors shall not receive any compensation for their service as Directors from CPCNH. Compensation by a Member of its representative is not precluded by these By-Laws. The Board may adopt policies providing for reasonable reimbursement of Directors for incidental expenses incurred in conjunction with carrying out their duties as Directors, such as extraordinary travel expenses to attend Board meetings.

Section 5.16 Director Serving as Chief Executive Officer, Employee Serving as Director

In no event may a Director serve as a Chief Executive Officer until six months after his or her term as a Director or resignation from the Board. In no event may an employee of CPCNH serve as a Director until six months after the termination of their employment.

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ARTICLE VI COMMITTEES

Section 6.1 Committees

Article IX of the JPA provides for committees that shall be established and other committees that may be established by the Board, including special or ad hoc committees, as the Directors deem necessary and appropriate to carry on or oversee the work of the organization and goals and purposes of the JPA.

The Board shall strive to maintain diversity in the membership of each committee to include consideration of the size and location of the various Members.

In addition, the Board shall strive to appoint committee members with specialized knowledge in the areas for which each committee shall have responsibility.

Section 6.2 Limitations

Any committee whether established under the JPA or by the Board, to the extent provided in a resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

- 6.2.1** Take any final action on matters that also requires Board approval;
- 6.2.2** Fill vacancies on the Board or any committee which has the authority of the Board;
- 6.2.3** Expend CPCNH funds, except as authorized by the Board;
- 6.2.4** Appoint other committees of the Board or the members of committees; and
- 6.2.5** Approve any transaction to which CPCNH is a party, and one or more Directors have a material financial interest.

ARTICLE VII OFFICERS

Section 7.1 Officers

The Officers of CPCNH shall consist of a Chair, the Immediate Past-Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers ("*Officers*") as shall be determined by the Board, all of which shall be elected by the Board. All Officers shall be members of the Board.

Section 7.2 Election and Term of Office

The Board shall elect the Officers of CPCNH by majority vote of the Directors in attendance at each Annual Meeting. Between Annual Membership Meetings, vacancies in any Officer position may be filled by a majority vote of the Directors present at any regularly or specially scheduled meeting of the Board. The Officers of CPCNH shall

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hold office for a term of one (1) year and shall not serve more than three (3) consecutive one (1) year terms in any office.

Section 7.3 Chair

The Chair shall preside at all meetings of the Board and shall have and exercise general charge and supervision over the affairs of CPCNH and the Chief Executive Officer. The Chair shall perform such other duties as may be assigned by the Board. He or she or the Chief Executive Officer shall, unless otherwise ordered by the Board, execute all written agreements and contracts in the name of CPCNH, subject to the approval of the Board or the Executive Committee.

Section 7.4 Immediate Past-Chair

Upon completing a final term as Chair, the person in that position shall automatically move into the position of Immediate Past-Chair. The Immediate Past-Chair shall remain a full voting member of the Board, even if his or her term has expired, and the Board has reached its quota, provided that the Immediate Past-Chair remains a designated representative or alternate of his or her Member. This position will be a one (1) year position. The Immediate Past-Chair shall serve as an adviser to the Board Chair.

Section 7.5 Vice Chair

The Vice Chair shall perform such duties as prescribed by the Board or the Chair and shall act for the Chair in his or her absence.

Section 7.6 Secretary

The Secretary shall be present at all meetings of the Board and keep or cause to be kept minutes of all meetings of the Board and maintain custody thereof. The Secretary shall perform all other duties incident to the office, and such other duties as may be assigned by the Board.

Section 7.7 Treasurer

The Treasurer shall oversee the collection and receipt of all money due CPCNH and shall have supervision of CPCNH monies and regular books of accounts. He or she shall oversee the deposits, expenditure, or investment of such funds according to the direction of the Board. He or she shall oversee the full and accurate recordation of receipts, deposits, investments, and expenditures. The Treasurer shall submit periodic reports of financial transactions to the Board at least quarterly, and more often if so requested. In conjunction with the Chief Executive Officer, he or she shall prepare the annual budget for approval of the Board.

Section 7.8 Removal

Any Officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the Board at any Regular Meeting or Special

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Meeting of the Board called expressly for that purpose, or whenever, in its judgment, the best interest of CPCNH would be served thereby.

ARTICLE VIII

CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall be engaged by the Board in such manner as it determines. The title for the Chief Executive Officer be part of the negotiations with the Board. The Chief Executive Officer serves at the pleasure of the Board. The Executive Committee shall review compensation and annual performance evaluation in a process conducted by the Chair of the Board.

In general, the Chief Executive Officer shall be responsible for the administration and management of CPCNH. The Chief Executive Officer shall participate in all Regular Meetings of the Board and shall be responsible for carrying out the objectives of the organization; subject to such written policies, directions and procedures as may be established from time to time by the Board. The Chief Executive Officer shall be responsible for the day-to-day operation of CPCNH, and is empowered to hire additional staff, who report to the Chief Executive Officer, when the Board votes to authorize a position and a budget line to support it.

A position description (for the Chief Executive Officer and any other staff) with specific responsibilities will be drafted and reviewed as part of the annual performance evaluation process.

Prior to hiring a Chief Executive Officer or in the absence of a Chief Executive Officer the Board may retain such consultants and interim staff, such as an acting manager, as it may determine is appropriate.

ARTICLE IX

AMENDMENTS

Section 9.1 Amendment of By-Laws

Except as otherwise provided by law, these By-Laws may be amended by a vote of not less than two-thirds (2/3) of the Members in attendance at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting, provided that written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon.

Further, all amendments must be consistent with the Articles of Agreement and the JPA, and this Article IX, Article XI, and Article XIII may not be amended unless such amendment is approved by the governing body of each Member.

The Board shall, as may be required by law, report to the New Hampshire Attorney General, Charitable Trust Unit, a copy of any By-Law Amendments.

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ARTICLE X

FISCAL YEAR, FINANCIAL REPORTS, AND AUDITS

Section 10.1 Fiscal Year

As provided for under the JPA, the fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year.

Section 10.2 Financial Reports and Audits

As provided for under the JPA, an independent financial report by a professional accounting firm of the books and records of CPCNH shall be conducted each fiscal year, and a copy of such financial report shall be submitted to each Director and the Members. A copy of such financial report may also be provided to others as directed by the Chair. The Board shall determine when it is appropriate for audits to be performed by professional accounting firms.

ARTICLE XI

DISSOLUTION, LIQUIDATION, AND DISTRIBUTION

CPCNH shall not be dissolved until such time as all principal of, and interest on, bonds and other forms of indebtedness issued by CPCNH are paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and other forms of indebtedness. Thereafter CPCNH may be dissolved upon the unanimous vote of all of the Members taken at a meeting of the Membership called for that purpose; provided, however, that CPCNH shall continue to exist after termination for the purpose of discharging or disposing of all claims and obligations, liquidating and distributing all assets and property, and conducting all other functions necessary to conclude the obligations and affairs of the CPCNH. In the event of a vote for dissolution, the Board shall liquidate the business and assets and the property of the Corporation as expeditiously as possible and distribute any net proceeds and any remaining assets to any remaining Members in such manner as is determined by the Board in accordance with law. The Board is vested with all powers of the Corporation for the purpose of concluding and dissolving the business affairs of the Corporation. No Member representative, Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

ARTICLE XII

CONFLICT OF INTEREST

Section 12.1 Duty to Disclose and Voting Requirements

Any possible conflict of interest on the part of any Director or Officer of CPCNH, shall be disclosed in writing to the Board and made a matter of record through an annual procedure, and also when the interest involves a specific issue or transaction

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before the Board. Where the transaction involving a Director or Officer exceeds five hundred dollars and no cents (\$500.00) but is less than five-thousand dollars and no cents (\$5,000.00) in a fiscal year, a two-thirds (2/3) vote of disinterested Directors approving the transaction is required. Where the transaction involved exceeds a value of five thousand dollars and no cents (\$5,000.00) in a fiscal year, then a two-thirds (2/3) vote of disinterested Directors approving the transaction after publication of a legal notice in a newspaper of general circulation in the community in which the principal office of CPCNH is located (or if there is no such office, then in a newspaper of general circulation throughout the state), and after written notice to the Office of the Attorney General, Director of Charitable Trusts. Neither the interested Director nor any other Director who had a pecuniary benefit transaction with CPCNH in the same fiscal year shall be present for or participate either in the discussion or the actual vote concerning the transaction and the minutes shall reflect the fact as well as the disclosure of the Director's interest and the vote. Every new member of the Board will be advised of this policy upon entering the duties of his and her office, and shall sign a statement acknowledging, understanding and agreement to this policy. CPCNH shall keep a log of the pecuniary benefit transactions occurring between it and Board Members.

Section 12.2 Other Statutory Requirements

The Board will comply with all applicable requirements of New Hampshire laws dealing with pecuniary benefit transactions (NH RSA 7:19-a, II and 292:6-a) and all such laws are incorporated in full into and made a part of this policy statement. These requirements include, but are not limited to, (1) the absolute prohibition of any loans to any Director or Officer of CPCNH; and (2) prohibition of any sale or lease (for a term greater than five (5) years) or conveyance of real estate to or from a Director or Officer, without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests.

ARTICLE XIII

INDEMNIFICATION AND INSURANCE

Section 13.1 Indemnification

Each Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH, (and their respective heirs, executors and administrators), shall be indemnified and held harmless by CPCNH against any and all claims, demands, losses, costs, penalties, expenses (including attorneys' fees), judgments, damages and liabilities reasonably incurred by, or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of their being, or having been, a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH (whether or not they continues to be a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH at the time such action, suit or proceeding is brought or

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threatened), arising in whole or in part, directly or indirectly from conduct in which such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent has engaged in good faith. However, no such indemnification shall apply in relation to any matter involving (i) a breach of their duty of loyalty to CPCNH; (ii) acts or omission which are not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director, Officer, Member representative, committee member, employee, assignee, or agent derived an improper personal benefit.

In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which CPCNH is advised by counsel that such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent is not liable for misconduct as such. The foregoing right of indemnification shall be in addition to any rights to which any Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent may otherwise be entitled.

Section 13.2 Insurance

CPCNH shall self-provide or acquire insurance coverage as is necessary to protect the interests of the CPCNH, the Members, employees, agents, and the public and to indemnify such persons in instances in which they may be indemnified pursuant to Section 13.1 in this Article XIII.

These By-Laws were approved by the Board on _____, 2021.

Attachment D: List of Members

The following entities are Parties to the Joint Power Agreement of Community Power Coalition of New Hampshire:

1. City of Lebanon
2. Town of Hanover
3. City of Nashua
4. Cheshire County
- 5.

Attachment E: Signatories

IN WITNESS WHEREOF, the Parties have executed this Joint Power Agreement for Community Power Coalition of New Hampshire.

City of Lebanon, NH

By: _____

Name: _____

Title: _____

Date: _____

Cheshire County, NH

By: _____

Name: _____

Title: _____

Date: _____

Town of Hanover, NH

By: _____

Name: _____

Title: _____

Date: _____

Town of _____, NH

By: _____

Name: _____

Title: _____

Date: _____

City of Nashua, NH

By: _____

Name: _____

Title: _____

Date: _____

Town of _____, NH

By: _____

Name: _____

Title: _____

Date: _____

Attachment F – List of Project Contracts

The following is the List of Project Contracts entered into by Community Power New Hampshire:

1. [Project Contact No. 1: Reserved]
2. [Project Contact No. 2: Reserved]

Attachment G – Notices to Corporation

All notices to the Corporation shall be provided to its current corporate address, as follows:

[insert current address]



**COMMUNITY
POWER COALITION**
OF NEW HAMPSHIRE

For Communities, By Communities

ROADMAP TO COMMUNITY POWER

A Guidebook for Local Energy Committees & Elected Officials

Draft

April 2021



Mission Statement

To foster resilient New Hampshire communities by empowering them to realize their energy goals through civic engagement, public education and technical assistance.

Values Statements

In carrying out its mission, the Coalition is guided by the following values:

1. Embody an inspiring vision for New Hampshire's energy future.
2. Support communities to reduce energy costs and pursue economic vitality by harnessing the power of competitive markets and innovation.
3. Support communities to implement successful energy and climate policies and to promote the transition to a carbon neutral energy system.
4. Balance the interests of member communities who are diverse in demographics, geography and their energy goals.
5. Use our shared expertise, leadership and skills to educate, empower and build the capacities of our members.
6. Help communities demystify the power sector to make informed decisions.
7. Facilitate collaboration and teamwork by championing diversity, equity and inclusion of people and communities of all kinds.



What is Community Power?

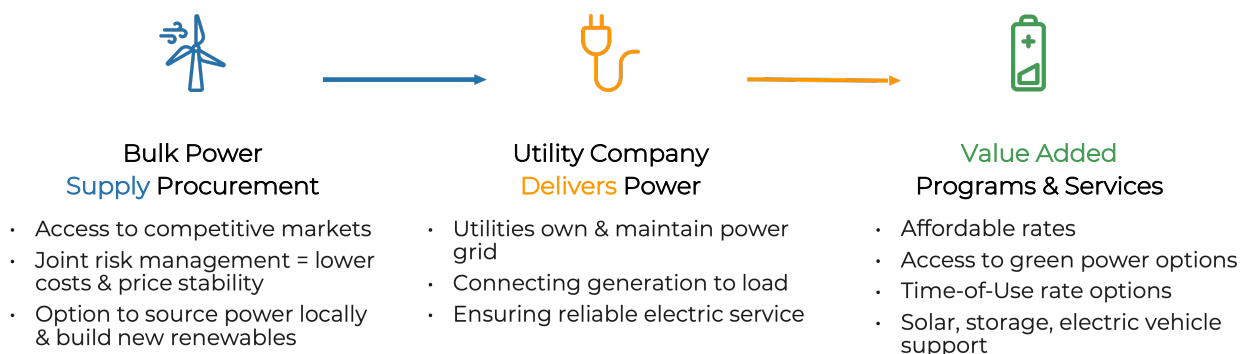
New Hampshire cities, towns, and counties can procure electric power supply and related services on behalf of their community's residents and businesses as an alternative to default power supply offered by New Hampshire's electric distribution companies. There are three main components of Community Power:

1. **Bulk Electricity Purchases.** Communities pool together purchasing power to make large electricity buys jointly. Bulk purchasing can stabilize and lower costs, while expanding choices. For example, a community might choose to purchase energy from existing or newly developed energy resources such as hydro-electric generators or solar arrays.
2. **Electric Distribution Utilities** (Eversource, Unitil, Liberty Utilities, NH Electric Coop) continue to own and maintain the poles and wires, and provide "delivery" service for electric power, while the Community Power program administers energy "supply" procurements and may offer other energy services.
3. **Value Added Retail Products & Services.** Community Power can create a number of benefits for residents and businesses including: affordable rates, green power options, demand response and time varying rates, greater access to rooftop solar, home energy storage, or other technology innovations.

Individual programs are called "Community Power Aggregations" or "CPAs." Community Power in New Hampshire is made possible by [RSA 53-E](#), relative to aggregation of electric customers by municipalities and counties.

What is Community Power?

New Hampshire cities, towns, and counties procure electric power supply on behalf of their residents and businesses and provide related services.



Enabling Legislation:
RSA 53-E, Relative to Aggregation of Electric Customers by Municipalities & Counties



Chapter 1: Join the Coalition

Community Power Coalition of New Hampshire ("The Coalition") is a public nonprofit in formation, designed "For Communities, By Communities." The Coalition was created so that municipalities and counties across New Hampshire could:

1. Streamline implementation by collaborating across a statewide network of peers;
2. Share services and staff support across member cities, towns and counties;
3. Participate in joint power solicitations and project development opportunities (e.g., community solar + storage);
4. Speak with one voice in state policy affairs relating to energy issues.

New Hampshire cities, towns and counties may join the Coalition as members by vote of their governing body. The Coalition is structured as a tax-exempt governmental instrumentality governed by member municipalities and counties. New Hampshire cities, towns, and counties who join as Members of the Coalition may appoint representatives to the agency's Board of Directors, ensuring a governance structure that maintains operational and financial transparency. All founding members will be directly represented on the Coalition's Board until more than twenty-one members join, at which point directors will be elected by vote of the members at annual meetings. All meetings of the Coalition will comply with New Hampshire's Right-to-Know Law ([NH RSA 91-A](#)).

Participation in the Coalition is voluntary: Members choose which services to share and projects to jointly develop, and may withdraw from participating in the Coalition entirely (subject to the conditions and timelines of any cost-sharing agreements entered into prior to that point).

How does a Community Join the Coalition?

A community may join the Coalition by vote of its governing body to enter into the Coalition's "Joint Powers Agreement."

The Joint Powers Agreement is a contract among counties, cities and towns and the corporate charter of the Community Power Coalition of New Hampshire. It is authorized under [NH RSA 53-A](#), the purpose of which is to:

"permit municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with



geographic, economic, population and other factors influencing the needs and development of local communities."

The Coalition Joint Powers Agreement includes both the Articles of Agreement and initial By-Laws for the corporation, which details the purpose and structure of the organization, voting rights and election of the Board of Directors, provisions and categories of cost sharing (for administration, member services and projects), role of oversight committees, limitations of liability, insurance requirements and other aspects of running the enterprise. It authorizes the agency to:

- Jointly exercise certain municipal authorities to promote the common good, general welfare and economic vitality across Member communities;
- Provide supportive services and technical assistance to Member's Community Power programs; and
- Promote public education and civic engagement.

What does it Cost to Join the Coalition?

There is no cost to adopting the Joint Powers Agreement and joining the Coalition as a Member:

- Initial Members will participate in the development of the Coalition's cost-sharing agreements (in accordance with [Article V of the Joint Powers Agreement and Attachment A, Definition 1, p. 13](#)).
- Municipalities are under no financial obligation until they execute a cost-sharing agreement.
- Municipalities may withdraw from the Coalition prior to entering into a cost-sharing agreement without any financial obligation, and withdraw at any time thereafter subject to the terms, conditions and continuing obligations specified in the cost-sharing agreement.

The Joint Powers Agreement stipulates that cost-sharing agreements will track and allocate three types of expenses incurred to administer the Agency, provide services and facilitate project development for participating Community Power programs:

- **Member Services Costs:** Members may choose from a menu of services required to launch and operate their Community Power program, with the associated costs for each service recovered from participating Members. (The Complete Service Bundle will include: program implementation, power supply procurement and risk management, data management and billing, and customer services.)
- **Direct Project Costs:** Members may choose to participate in a specific Project (e.g., a community solar project), and the associated costs for each Project will be recovered from participating Members.



- **General and Administrative Costs:** overhead expenses that are not allocated to either Member Services or Direct Project Costs will be recovered from all Members, based on their pro rata share of annual electricity sales.

Community Power programs are self-funded from the revenue received from participating customers:

- Members will be able to launch Community Power programs at no upfront expense through the Coalition
- Program implementation and ongoing operating costs for each Member will be recovered post-launch through revenues from electricity sales.
- All costs will be recovered in the customer rates set by each Member.

Action Items

Guidebook users should consider the following action items before moving on to Chapter 2:

1. Visit www.cpcnh.org/about ([Join the Coalition](#)) and download the Joint Powers Agreement. Read the Joint Powers Agreement.
 - a. Discuss questions/details of Joint Powers Agreement with peers and/or Coalition partners
2. Inform governing body and make recommendation:
 - a. Coordinate with other elected officials, committee members, or community leaders to prepare information for governing body (e.g., verbal/written presentation at Select Board meeting)
 - b. Prepare recommendation to governing body to:
 - i. Join the Coalition
 - ii. Form an Electric Aggregation Committee
3. Email info@cpcnh.org or contact members of the Coalition Organizing group for additional support.

Chapter Outcomes

Chapter 1 will be completed when:

1. Local Governing Body adopts the Joint Powers Agreement
2. A representative is appointed to Coalition Board of Directors

Chapters 2-6 may be carried out prior to joining the Coalition. Coalition members will benefit from direct technical assistance, support, and peer-to-peer collaborations in carrying out the tasks described in Chapter 2-6.



**COMMUNITY
POWER COALITION
OF NEW HAMPSHIRE**
For communities, by communities.

Coming Soon

Chapter 2: Form Electric Aggregation Committee

Chapter 3: Collect Data, Set Goals

Chapter 4: Draft Electric Aggregation Plan

Chapter 5: Public Education & Hearings, Plan Adoption

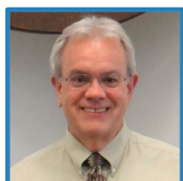
Chapter 6: Legislative Body Approval





About Community Power Coalition of New Hampshire

Beginning in 2019, an ad-hoc work group known as the “Coalition Organizing Group” met regularly to research national best practices and explore the viability of establishing a new public power nonprofit to share services across municipalities and counties. The Coalition Organizing Group has been led by the following municipal and county staff and officials:



Clifton Below
Assistant Mayor
City of Lebanon



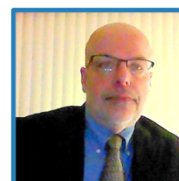
Doria Brown
Energy Manager
City of Nashua



Julia Griffin
Town Manager
Town of Hanover



April Salas
Sustainability Director
Town of Hanover



Rod Bouchard
Deputy Administrator
Cheshire County

Additional municipal partners include: Tad Montgomery, Energy & Facilities Manager and Everett Hammond, Assistant Public Works Director for the City of Lebanon; Cheshire County Administrator Christopher Coates; Selectwoman Andrea Hodson and Electric Aggregation Committee member Ned Hulbert from the Town of Harrisville; and Mary Day Mordecai, Growing Edge Partners.

The Coalition has been supported by technical and community advisors including:



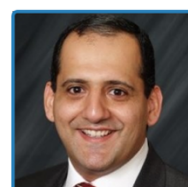
Henry Herndon
(formerly) Director of
Local Energy Solutions
Clean Energy NH



Dori Drachman
Co-founder
Monadnock
Sustainability Hub



Samuel Golding
President
Community Choice
Partners



Dr. Amro Farid
Associate Professor
Thayer School of Engineering
Dartmouth College

Members of the Coalition’s Organizing Group have:

- Participated and often led discussions in the Community Power informal rule drafting process hosted by the Public Utilities Commission;
- Intervened in regulatory proceedings and legislative hearings to represent the interests of communities and customers, such as by advocating for expanded data access in the Commission’s Statewide Data Platform docket (DE 19-197), and successfully negotiating the



clarification and expansion of key Community Power authorities in House Bill 315

- Assessed power agency design best practices — in terms of community governance and competitive operating models — by interviewing elected officials, senior staff and vendors operating Community Power programs in other states (such as the Redwood Coast Energy Authority and Silicon Valley Clean Energy in California), along with representatives from public power associations (such as the American Public Power Association and the Vermont Public Power Supply Authority) and other industry experts; and
- Hosted a virtual summit on Community Power that was attended by over eighty representatives from thirty-one municipalities, collectively representing one-quarter of the state's default electricity market.

In the second half of 2020, the City of Lebanon and Town of Hanover, in collaboration with the Organizing Group, after reviewing six responses to a Request for Qualifications, retained the law firm of Duncan, Weinberg, Genzer & Pembroke and worked with firm president Michael Postar Esq. and subcontracted New Hampshire counsel to draft the Coalition's Joint Power Agreement. Duncan Weinberg are national leaders with over 50 years of public power legal guidance. In January 2021, the New Hampshire Attorney General approved the Coalition's governance agreement as conforming to state law.

In February 2021, the City of Lebanon using previously secured grant funding and in collaboration with the Coalition's Organizing Group contracted with Henry Herndon (formerly the Director of Local Energy Solutions at Clean Energy New Hampshire) and Samuel Golding of Community Choice Partners, Inc., to provide implementation support services prior to launch. Services include supporting municipalities throughout the Community Power approval and formation process, and conducting competitive solicitations for the services, credit support and electricity procurement required to launch and operate member Community Power programs.

The Coalition will contract with qualified vendors and credit-worthy suppliers to cover the upfront cost of implementing Community Power programs, the expense of which is expected to be amortized and recovered in member program's rates and charges to participating customers for a specified term. Similar at-risk and performance-based contract structures have been used to successfully launch and operate programs in other Community Power markets.

To ensure effective management of business operations, as well as enhanced transparency and oversight, the Coalition plans to hire a small number of qualified staff.

COALITION OVERVIEW

Community Power Coalition of New Hampshire

A Public Power Nonprofit

For Municipal & County

Community Power Aggregations

FOR COMMUNITIES, BY COMMUNITIES.



**COMMUNITY
POWER COALITION**
OF NEW HAMPSHIRE

May 4th, 2021 | 12pm



Coalition Mission & Values

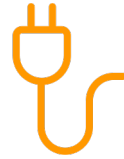
Mission Statement: To foster resilient New Hampshire communities by empowering them to realize their energy goals through civic engagement, public education and technical assistance.

Coalition Values:

1. Embody an **inspiring vision** for New Hampshire's energy future.
2. Support communities to reduce energy costs and pursue economic vitality, prosperity and **free and fair competition in markets**.
3. Support communities to implement successful energy and climate policies and to promote the transition to a **carbon neutral energy system**.
4. Use our shared expertise, leadership and skills to educate, empower, and **build the capacities of our members**.
5. Balance the interests of **member communities who are diverse** in demographics, geography, and their goals as they relate to Community Power.
6. Help communities **demystify the power sector** in order to make informed decisions.
7. Facilitate collaboration and teamwork by **championing diversity, equity, and inclusion** of people and communities of all kinds.

What is Community Power?

New Hampshire cities, towns, and counties procure electric power supply on behalf of their residents and businesses and provide related customer services (local programs, Net Energy Metering supply rates, etc.)



Pooled Purchasing Power
For **Energy Supply**

Utility Company
Delivers Power

Communities Benefit from
Value Added Programs & Services

(Customers may switch back to utility default supply or take service from a Competitive Supplier)

Enabling Legislation: [RSA 53-E, Relative to Aggregation of Electric Customers by Municipalities & Counties](#)

Benefits of Community Power



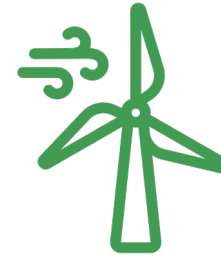
Local Control

Democratizing energy procurement to the community level



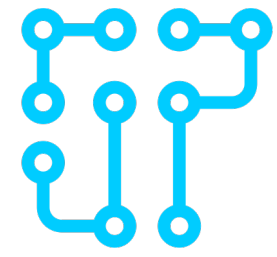
Lower Costs

MA, NY, CA and other markets have demonstrated lower rates than regulated utilities



Renewables

Build & Buy Clean Energy



Resilience & Innovation

New Technologies
Market Competition
Price Signals
Customer Empowerment

What is the Community Power Coalition?

The Coalition is a statewide public nonprofit in formation, designed **“For Communities, By Communities”**



Streamlined Formation

Statewide Peer Network
Technical Services for Committees
Coalition Templates:

- Enabling resolutions
- Electric Aggregation Plan
- Public education materials



Shared Services

Vendor Vetting
Electricity Procurement and
Portfolio Risk Management
Contract Management
Customer Services
Local programs



Local Projects

Joint Power Solicitations &
Economies of Scale
Community Solar + Storage
Project Development

Phase 1 of Coalition Membership:

Benefit from peer-to-peer resources sharing and expert support for the program approval process.

Phase 2 of Coalition Membership:

Shared services and economies of scale for launching Community Power programs, procuring electricity, operating the program, contracting for new project developments, implementing local programs, and engaging at the Legislature & Public Utility Commission on public advocacy and market reforms.

Coalition Organizing Group: Founding Members

The Coalition is led by staff and officials of Lebanon, Nashua, Hanover & Cheshire County:



Clifton Below
City of Lebanon
*Assistant Mayor and
City Councilor*



Doria Brown
City of Nashua
Energy Manager



Rod Bouchard
Cheshire County
*Assistant County Administrator
for Special Projects
and Strategic Initiatives*



Julia Griffin
Town of Hanover
Town Manager



April Salas
Town of Hanover
Chief Sustainability Officer

Read about their energy expertise on the Coalition's profile page: <https://www.cpcnh.org/bios>

Questions About the Coalition

Who can be a member of the Coalition?

Towns | Cities | Counties
Jointly Operated Community Power Aggregations

How does a community join the Coalition?

1. Local governing body enters into Coalition Joint Powers Agreement.
2. Coalition Board of Directors votes to accept member.
3. Governing body appoints a Director & alt.

What is expected of Coalition Members?

The first 21 members appoint a representative to the Board of Directors. Participate in Board, Board Committees, and decisions.

What will the Coalition provide its members?

Full service and a range of options to support implementation and operation of Community Power Aggregations.

Cost Sharing: Who Pays?

There is no cost to joining the Coalition as a Member.

If a Member chooses to launch a Community Power program, at that point all costs will be recovered from revenues from electricity sales after program launch (and not from taxpayer funds).

- Cost Sharing Agreement

Communities are under no financial obligation until the execution of a “Cost Sharing Agreement” (after joining the Coalition)

Communities may withdraw from the Coalition prior to entering into the Cost Sharing Agreement — and at any point thereafter in future, subject to any existing obligations (as specified in the Cost Sharing Agreement)

- Three Types of Coalition Costs:

Costs for **(1) Member Services** and **(2) Direct Projects** only accrue to communities that choose to receive the services or participate in the project in question, while **(3) General & Administrative Costs** are shared proportionally across members (based on pro rata share of annual electricity sales)

How does a Community join the Coalition?

- A local governing body votes to adopt the **Joint Powers Agreement** and then executes it to join the Coalition
- A Joint Powers Agreement is a contract among local governments, agreeing to delegate specific authorities to the agency under the terms of the agreement
- The Attorney General has approved the Coalition’s Agreement as conforming to the laws of New Hampshire
- Lebanon City Council, Hanover Select Board, Nashua Board of Aldermen, Exeter Select Board and Harrisville Select Board have approved the Joint Powers Agreement.
- Interested communities may schedule a consultation with Coalition experts

JOINT POWERS AGREEMENT
OF
COMMUNITY POWER COALITON OF NEW HAMPSHIRE
Effective _____, 2021
Among the Following Parties:
City of Lebanon
Town of Hanover
[City of Nashua]
[Cheshire County]

Attachment B: Articles of Agreement
The State of New Hampshire
Recording Fee: \$25.00 RSA 292:2
ARTICLES OF AGREEMENT
OF
COMMUNITY POWER COALITION OF NEW HAMPSHIRE
A NEW HAMPSHIRE NONPROFIT CORPORATION

Attachment C: By-Laws
BY-LAWS
of the
COMMUNITY POWER COALITION
OF NEW HAMPSHIRE
ARTICLE I
NAME
The name of the corporation shall be the Community Power Coalition of New
ampshire ("CPCNH").

Community Power Roadmap: Three Key Steps



Next-Steps for Prospective Members

- 1** Schedule a meeting between Coalition municipal staff & officials
Have your staff / officials call our staff / officials
- 2** Schedule a Joint Powers Agreement consultation
Have your counsel call our counsel
- 3** Schedule a presentation to brief your City Council or Select Board
- 4** Prepare recommendations for your City Council or Select Board to:
(1) Review and vote on the Joint Powers Agreement
(2) Form a Community Power Committee
- 5** Schedule a Community Power Plan consultation
(Skip to this step if you already have a Community Power Committee)

FOR COMMUNITIES, BY COMMUNITIES.



**COMMUNITY
POWER COALITION**
OF NEW HAMPSHIRE



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: August 18, 2021

TITLE: Resolution #2021/2022-03 Change in Solid Waste Fees

PREPARED BY: Steve Fournier, Town Manager

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND:

The Town of Newmarket adopted a Pay as You Throw system for solid waste in the 1990s. The purpose was that the revenue from the sale of the bags was supposed to cover the cost of solid waste removal. It does not.

DISCUSSION:

The Town has not increased the price of the bags for at least 8 years, if not more. A survey of surrounding towns and cities are as follows:

Town	Large (Gallons)	Price (ea)	Small (Gallons)	Price (ea)
Newmarket	33	\$2.25	15	\$1.15
Exeter	33	\$2.50	15	\$1.25
Dover	30	\$3.91	15	\$2.34
Raymond	33	\$4.25	13	\$3.25
Somersworth	30	\$2.00	15	\$1.45

The average price is \$2.98 for large bags and \$1.45 for smaller bags.

FISCAL IMPACT:

I am recommending increasing the bags to \$2.50 and \$1.50 a bag. This would increase our revenues by approximately \$31,000. While it does not cover the entire solid waste removal, it will help.

RECOMMENDATION:

I recommend increasing the price of the bags effective October 1

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-03 Change in Solid Waste Fees	7/6/2021	Cover Memo



**TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council**

Resolution #2021/2022 – 03

CHANGE IN SOLID WASTE FEES

WHEREAS: The Town of Newmarket has not increased the cost of the Pay as You Throw bags for several years; and

WHEREAS: While the intent of the Pay as You Throw System was to offset the cost of solid waste disposal and it does not; and

WHEREAS: Solid Waste costs for the Town continue to rise.

NOW, THEREFORE, BE IT RESOLVED BY NEWMARKET TOWN COUNCIL THAT:

The Newmarket Town Council hereby authorizes the increase in the cost of garbage bags to the following:

33 Gallon Bags - \$2.50 a bag (Increase of 25 cents)

15 Gallon Bags - \$1.50 a bag (Increase of 35 cents)

This resolution will take effect October 1, 2021.

First Reading: July 21, 2021

Second Reading: August 18, 2021

Approval: August 18, 2021

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



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TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: August 18, 2021

TITLE: Resolution #2021/2022-04 - Investment Policy Review and Adoption

PREPARED BY: William Tappan, Director of Finance & Administration

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

BACKGROUND:

DISCUSSION:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-04 Investment Policy Review and Adoption	7/7/2021	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2021/2022 - 04

Relating to the Town's Investment Policy

WHEREAS, Pursuant to RSA 41:9 VII, the Town Council "shall annually review and adopt an investment policy for the investment of public funds in conformance with applicable statutes...."

NOW THEREFORE BE IT RESOLVED, that the Newmarket Town Council adopts an investment policy, as follows:

PURPOSE:

The intent of this investment policy is to define the parameters within which funds are to be managed. In methods, procedures and practices, the policy formalizes the framework for the Town's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the Town's funds. The guidelines are intended to be broad enough to allow the Treasurer to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

SCOPE:

This policy applies only to investments held by the Treasurer. Funds held by the Trustee of Trust Funds and the Library Trustees are excluded from this policy.

INVESTMENT OBJECTIVES

The primary investment objectives, in priority order, of investment activity shall be:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate credit and interest rate risk.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C. Return

The investment portfolio should be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into

account the investment risk constraints of safety and liquidity needs.

D. Special Considerations

Where possible, funds may be invested for the betterment of the local economy. For example, funds may be invested with institutions to reward them for promoting local economic development through its various programs and activities. Any money deposited in these institutions shall be FDIC insured and/or collateralized pursuant to the "Collateralization" section of this policy.

STANDARDS OF CARE:

E. Prudence

The standard of prudence to be used by the Treasurer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Treasurer acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard means:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of

prudence, discretion and ordinary intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

F. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the Town Council. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

DELEGATION OF AUTHORITY AND RESPONSIBILITY:

G. Maintenance of the Cashbook

The Finance Office shall maintain general ledger cash accounts by bank statement with enough transactional specificity that will comply with the requirements of maintaining a cashbook.

H. Bank Reconciliations

The Finance Office shall prepare for the Treasurer's approval, bank reconciliations. Such bank reconciliations shall reconcile bank balances to the general ledger cash balances and include supporting documentation for each reconciling item.

I. Bank Deposits

The Tax Collector's Office, with a police escort, may deposit Town collections with the bank.

J. Other Internal Controls

All departments must comply with internal controls specified by the Town Administrator.

AUTHORIZED INVESTMENTS:

The Treasurer shall invest in the public deposit investment pool, money market accounts, certificates of deposits, repurchase agreements, or all other types of interest-bearing accounts of federally insured banks chartered under the laws of New Hampshire or the federal government with a branch in the state.

The Treasurer shall distribute investment amounts in a manner that will mitigate the concentration of credit risk. Concentration of credit risk is the risk of loss attributed to an investment in a single issuer.

APPROVED INSTITUTIONS:

The Treasurer shall have authority to deposit, upon approval by the Town Administrator and recommendation of the Finance Director, town monies in the public deposit pool, banks chartered under the laws of New Hampshire, and banks chartered under the laws of the federal government with a branch within the state, as follows

- Citizens Bank
- Kennebunk Savings Bank
- New Hampshire Public Deposit Investment Pool
- TD Bank

Collateralization shall be obtained separately for each institution, according to the "Collateralization" section of this policy.

COLLATERALIZATION:

The Treasurer shall collateralize deposits in an effort to mitigate custodial credit risk. Mitigation includes segregating deposits to be covered by federally deposit insurance or similar insurance.

FOREIGN INVESTMENTS:

The Treasurer shall not invest in foreign investments.

CHANGES IN POLICY

Changes in this policy must be approved by the Newmarket Town Council.

First Reading: July 21, 2021

Second Reading: August 18, 2021

Approval: August 18, 2021

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



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TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: August 18, 2021

TITLE: Resolution #2021/2022-05 - Huber Thickener Project

PREPARED BY: Sean T. Greig Environmental Services Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution

BACKGROUND:

On April 7, 2021, I presented to the Town Council the results of a Huber Thickener Pilot at the wastewater treatment facility. The results of the study proved that increasing the feeds solids to the Huber screw press by adding a Huber S-thickener results in decreased utility usage and sludge disposal cost across the board. The following benefits will be realized by the Sludge Thickener Project:

- 1.) Improved sludge dryness 3 to 4 percent.
- 2.) Decrease polymer, water, and electricity usage.
- 3.) Decrease in hauling and disposal costs.
- 4.) Increased sludge storage capacity.
- 5.) Decreased run times on Huber Screw press extending equipment life.
- 6.) Reduction in odors.

The design is complete and the expected payback is 8 to 10 years. The following are the cost estimates for the construction based on current construction costs, and the cost to purchase the Huber equipment.

Construction	\$330,000
Construction Contingency	\$30,000
Construction Administration and Services	\$58,000
Materials Testing	\$500
Direct Purchase Huber Equipment	<u>\$199,172</u>
Total Cost	\$617,672

The Huber thickener equipment would be leased by the town for a 7-year term at a 2.79% interest rate. The annual payment would be \$31,848. The construction and engineering portion of the project would be paid for out of the Sewer Department Capital Reserves (\$418,500).

DISCUSSION:

The Town Council authorize the Town Manager to lease purchase Huber thickener equipment for the wastewater treatment plant, and does the Town Council authorize the withdrawal of \$418,000 from the Sewer Department Capital Reserve Funds for the construction and engineering for the Huber Thickener Project?

FISCAL IMPACT:

The annual \$31,715.84 for the 7-year equipment lease purchase would come out of the sewer budget. The \$418,000 would come out of the Sewer Capital Reserve Funds. The balance of the Sewer Capital Reserves at the completion of Huber Thickener Project would be \$933,000.

RECOMMENDATION:

I recommend the Town council authorize the Town Manager to purchase and lease Huber thickener equipment for the wastewater treatment plant, and authorize the withdrawal of \$418,500 from the Sewer Department Capital Reserve Funds for the construction and engineering for the Huber Thickener Project. This project will reduce dewatering and disposal cost.

ATTACHMENTS:

Description	Upload Date	Type
Huber Thickener Equipment Proposal	7/9/2021	Backup Material
Newmarket NH Lease Quote	7/9/2021	Backup Material
Thickener Project WP Cost Est.	7/10/2021	Backup Material
Resolution WWTP Thickener Project	7/12/2021	Resolution Letter



Newmarket, NH

Equipment:
HUBER Disc Thickener

Represented by:
Walker-Wellington Associates
Rich Russell
(603) 433-7497
rich@walkerwellington.com

Regional Sales Director:
Brian Baker
704-840-3085
Brian.Baker@hhusa.net

Project Number: 420369
Revision: 0
Date: 6/23/2021

Design Information

Technical Data

Sludge Type	Waste Activated Sludge	
Upstream Biological Process	Activated Sludge with Secondary Clarifier	
Design Feed Rate (given)	80	gpm
Feed Sludge Concentration	0.4	%
Calculated Hydraulic Loading Rate (per unit)	80.0 at 0.4%	gpm
Calculated Solids Loading Rate (per unit)	160 at 0.4%	lb/hr
Nominal Alternate Solids Loading Rate (per unit)	[*Note per customer achieve 140 gpm with S-disc size 1 Huber does not guarantee performance at 140 gpm]	
Estimated Thickened Solids ¹	4-5	%
Capture Rate ¹	≥ 95	%
Estimated Polymer Consumption ¹	11 lb active polymer per dry ton sludge	
Spray Water Connection	1	inch
Sludge Inlet Diameter	2.5	inch
Approximate Disc Thickener Empty Weight	2400	lbs
Approximate Disc Thickener Full Weight	4100	lbs

¹Estimated performance is based on HUBER pilot testing results.

Demonstration Performance:

Demonstration Data - Performed by the Customer

Demonstration Flow	110 gpm
Feed Solids Concentration	0.4%
Demonstration Polymer Dose	9-11 lb active/dry ton
Demonstration Thickened Solids	4-5%
Demonstration Capture Efficiency	95%

Equipment Details

Model	HUBER Disc Thickener
Quantity	1
Material	304L stainless steel construction; pickled and passivated in acid bath
Basket Material	Wire mesh; 304L stainless steel
Auger Inclination	10°
Support Legs	304L stainless steel
Wiper Material	Wear resistant polyurethane
Anchor Bolts	M12, 316L stainless steel
Motor Data	0.75 hp drive motor, 460 VAC, 60 Hz, 3 ph

Polymer System	Velodyne VM-1P-300-D
Quantity	1
Neat Polymer Pump Motor	1/2 hp, 90 VDC
Mixer Motor	1/2 hp, 90 VDC

Feed Pump	Wangen Progressive Cavity Pump Model KL 50S 101
Quantity	1
Flow Rate	60-140 gpm at 30-35 psi
Motor Data	10 hp, 460 VAC, 60 Hz, 3 ph

Thickened Sludge Pump	Wangen Progressive Cavity Pump Model KL30S 50
Quantity	1
Flow Rate	5-20 gpm at 4.3 psi
Motor Data	4 hp, 460 VAC, 60 Hz, 3 ph

Ancillary Equipment	
Polymer Injection Ring	1 DN80 injection rings
Polymer Mixing Device	1 DN80 mixing valves
Polymer Flow Meter	1-inch magnetic flow meter
Sludge Flow Meter	3-inch sludge flow meter

Controls	One (1) Main Control Panel
Power Supply: 480VAC-3PH-60HZ	
Panel Classification: Non-Classified	
1 - Enclosure, NEMA 4X, 304 Stainless Steel	
1 - Main Disconnect, Non-Fused, w/ Through Door Handle	
4 - Variable Frequency Drive, Allen-Bradley PowerFlex 525, with Branch Circuit Protection	
[0.75HP - 480VAC Max, S-Disc]	
[0.25HP - 480VAC Max, Flocc. Mixer]	
1 - Control Power Transformer, 480-120VAC w/ branch circuit protection	
1 - Surge Protection, 120VAC	
1 - PLC: AB CompactLogix w/ Required IO and Ethernet	
1 - OIT: AB PanelView Plus, 7" Color Touch Screen	
1 - Power Supply, 24VDC	
1 - Panel Heater, with Thermostat	
1 - Internal Cooling Fan - Circulate Air Internal to Enclosure	
1 - Alarm Horn w/ Silence PB	
1 - Alarm Beacon	
1 - Lot, Circuit breakers, 120VAC	
1 - Lot, Pilot Lights, LED Type, [As Required]	
1 - Lot, Push Buttons, [As Required]	
1 - Lot, Selector Switches [As Required]	
1 - Lot, Control Relays	
1 - Lot, Terminal Blocks	
1 - Lot, Dry Contacts	
1 - Lot, Signals to Remote Polymer System	
[Call to Run, Pacing, Run Status, Fault Status, Remote Status]	

Freight and Startup Services	
4 days and 2 trips	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Disc Thickener	Disc Thickener	1	Included
Polymer System	VM-1P-300-D	1	Included
Feed Pump	Wangen	1	Included
Thickened Sludge Pump	Wangen	1	Included
Ancillary Equipment			Included
HUBER Control Panel		1	Included
Freight and Startup Services		4 days, 2 trips	Included
TOTAL:			\$199,172.00

This proposal has been reviewed for accuracy and approved for issue by: CP

Notes and Technical Clarifications

- HUBER Scope of Supply is based on the contents of this proposal. HUBER is not in receipt of Plans or Specifications.
- All electrical interconnections, wirings, junction boxes, local motor disconnects, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- A fully functioning and programmed HMI/PLC will be delivered to site. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
- Performance estimate is based on using a polymer tested and approved by HUBER Technology.
- HUBER Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to Huber, whether Huber is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.

Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated June 23, 2021.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- Price Quotation is valid for fourteen (14) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)
80% upon delivery of equipment (net 30 days)
10 % upon start-up of equipment (net 30 days)
No retainage will be withheld on this Project.

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-30 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.

HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE**1. ENTIRE AGREEMENT/ORDERS.**

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

4. RETAINAGE.

There shall be no retainage under this Agreement.

5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, include the Exclusive remedies in ¶ 12 and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048



847-247-0771



847-247-0772



www.taxexemptleasing.com

July 9, 2021

VIA E-MAIL: sgreig@newmarketnh.gov

Sean Greig, Environmental Services Director
Town of Newmarket
Newmarket, New Hampshire

Dear Sean:

I am pleased to provide the following quote for Town of Newmarket for the financing of new waste water equipment. This quote is valid for 45 days and is subject to credit review and proper documentation.

Equipment/Project Cost (Approximate):	\$199,172.00
Down Payment:	\$0.00
Financed Amount:	\$199,172.00
Payment Frequency:	Annual, in arrears (first payment due one year from lease date)
Term:	7-years
Rate*:	2.79%
Payment*:	\$31,715.84
Factor^:	.15924

** Rate and payment assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.*

^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need a copy of the Town's most recent audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,

Mark M. Zaslavsky
President

Town of Newmarket, New Hampshire
Sludge Thickener Upgrade
Wright-Pierce Project No. 20254B
60% Cost Estimate
ENR CCI INDEX 12112, 06/2021
PROJECT COST ESTIMATE



PROJECT COMPONENT	COST		COMMENTS
CONSTRUCTION	\$330,000		
CONSTRUCTION CONTINGENCY	\$30,000	Allowance	
TECHNICAL SERVICES			
CONSTRUCTION ADMINISTRATION SERVICES	\$57,600	Assumes part time Construction inspection	
MATERIALS TESTING	\$500	Allowance	
DIRECT EQUIPMENT PURCHASE	\$199,172	Huber Equipment Scope	
SUBTOTAL	\$618,000		
ENGINEER'S ESTIMATE OF TOTAL PROJECT COST	\$618,000		

Notes:

- 1) Cost estimate is based on ENR CCI INDEX 12112, 06/2021.



**TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council**

Resolution #2021/2022 - 05
Wastewater Plant Thickener Project

- WHEREAS:** The Sewer Department has performed a pilot study that demonstrated by adding a Huber thickener to its solids handling process would reduce costs, reduce odors, and increase solids storage capacity; and
- WHEREAS:** The project is estimated to have an 8 to 10-year payback; and
- WHEREAS:** The Huber equipment cost of 199,172 would be paid for with a 7-year lease purchase at a rate of 2.79% from Tax Exempt Leasing Corporation.
- WHEREAS:** The construction cost of \$418,000 will be paid for out of the Sewer Department Capital Reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:
The Town Manager is authorized to purchase Huber thickener equipment and enter into any related contracts with Huber Technology and Tax Exempt Leasing Corporation for a lease purchase of 7-years, for a price of \$199,172, at a rate of 2.79 with an annual payment of \$31,848. The Town Council authorizes the withdrawal of \$418,000 from the Sewer Department Capital Reserves for the construction portion of the thickener project.

First Reading: July 21, 2021

Second Reading: August 18, 2021

Approval: August 18, 2021

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-06 Ad hoc Riverfront Advisory Committee	7/15/2021	Cover Memo



**TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council**

Resolution #2021/2022-06

Reinstating the Ad-Hoc Riverfront Advisory Committee

- WHEREAS** the Newmarket Town Council has set as one of its goal to improve access to the Lamprey River waterfront, and
- WHEREAS** the Town has been notified of a University of New Hampshire Capstone project to study waterfront access, and
- WHEREAS** the Town Council wishes to reinstate the Ad Hoc Riverfront Advisory committee to review and make recommendations on potential projects.

NOW THEREFORE LET IT BE RESOLVED BY THE NEWMARKET TOWN COUNCIL,

That the Newmarket Town Council does hereby reinstate the Ad Hoc Riverfront Advisory Committee to be made up as follows:

- One Member of the Town Council
- One Member of the Conservation Commission
- Three Members of the General Public

First Reading: July 21, 2021

Second Reading: August 18, 2021

Approval: August 18, 2021

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



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TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Gretchen Kast Application	7/16/2021	Cover Memo



APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET

Applicant's Name: GRETCHEN KAST

Address: 125 MAIN ST #44 NEWMARKET Phone/Cell 603-969-1849

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of Years as Resident: 23
RSA 91:2 Are you an American Citizen? ☒ Yes No

Email address: gretchenkast44@gmail.com

Full membership (3 year term) position applying for AD HOC RIVERFRONT ADVISORY COMM.

State what the new term expiration date is: June 30, 2024

Alternate position (3 year term) position applying for _____

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: _____

TOWN COUNCILOR 2017-2020, PLANNING BOARD (ex-officio),
STORMWATER SUBCOMMITTEE - main task was to update
ORDINANCES + MASTER PLAN WATER RESOURCES CHAPTER

BOARD MEMBER - RIVERMOOR LANDING CONDO ASSOC. 2019-2021
(need more room, please use the back)

Gretchen Kast
Signature

July 15, 2021
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.



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TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Peter Sawtell Application	7/22/2021	Cover Memo



APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET

Applicant's Name: Peter Sawtell

Address: 18 Bay Rd Newmarket Phone/Cell 603-969-4448

RSA 669:19 Newmarket Registered Voter: Yes No # of Years as Resident: 12
RSA 91:2 Are you an American Citizen? Yes No

Email address: Peter@Sevenriverspaddling.com

Full membership (3 year term) position applying for River Front Advisory Committee

State what the new term expiration date is: _____

Alternate position (3 year term) position applying for _____

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: owner of

Seven Rivers Paddling

(need more room, please use the back)

Signature

Date

7/19/2020

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.



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Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Dale Pike Application	7/22/2021	Cover Memo



APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET

Applicant's Name: DALE PIKE

Address: 30 SMITH GARRISON RD Phone/Cell 603-498-9670

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of Years as Resident: 22
RSA 91:2 Are you an American Citizen? ☒ Yes No

Email address: dalepike52@gmail.com

Full membership (3 year term) position applying for ad hoc Riverfront Cmt.

State what the new term expiration date is: 6/30/2024

Alternate position (3 year term) position applying for _____

State what the new term expiration date is: _____

I feel the following experience and background qualifies me for this position: _____

Currently serving Riverfront Cmt. Have
previously served 2 terms on Town Council
and been Town Council rep on Planning
Brd, Conservation Cmt and others. (over)
(need more room, please use the back)

Dale Pike
Signature

7/17/21
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

I currently represent Newmarket on Coastal Adaptation Workgroup Mani Cmt (CAW TALK) and other regional committees related to Great Bay.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Letter	8/4/2021	Cover Memo
Revision RFP Response	8/4/2021	Cover Memo
RFP Evaluation	8/4/2021	Cover Memo

August 4, 2021

Steve Fournier
Town Manager
Town Hall
186 Main Street
1st Floor
Newmarket, NH 0385



Dear Steve,

Last night the Newmarket Energy & Environment Committee unanimously approved making a recommendation to the Newmarket Town Council to accept **Revision Energy Inc.** as the preferred vendor to lead the proposed **Solarize Newmarket** project starting later this fall and gearing up for full implementation in 2022, the last year in which local residents will be able to take advantage of federal tax credits for solar PV installations.

The Energy and Environment Committee encourages the Town Council to accept this recommendation and move forward as soon as possible on a more detailed roll-out plan with Revision Energy that will benefit as many property owners in Newmarket as possible over the next year. Our stated goal was to try and double the installed solar capacity at the residential level in Newmarket and we believe this is an achievable goal with Revision Energy handling the marketing campaign to kick things off with no other financial commitment required from the town.

I am attaching a copy of the Revision Energy RFP response and the combined scores and comments from the committee's RFP evaluation matrix. It was a very close competition between Revision Energy and 603 Solar as the two top competitors to assist Newmarket in this endeavor. I'm sure Revision Energy would be willing to make a presentation to Town Council to further elaborate on their planned response to help us launch the Solarize Newmarket campaign moving into 2022.

A handwritten signature in dark ink that reads "Peter Nelson". The signature is fluid and cursive, with the first name "Peter" and last name "Nelson" clearly distinguishable.

Peter Nelson
Chair, Newmarket Energy & Environment Committee



REVISION ENERGY

NEWMARKET ENERGY & ENVIRONMENT COMMITTEE

SOLARIZE NEWMARKET PROPOSAL



The historic Stone Church on Zion Hill- 25.92kW array and EV charging station installed by ReVision Energy in July 2019

March 26, 2021

Solarize Newmarket Campaign Proposal

- I. Contact Information
- II. Company Profile(s)
- III. Key Roles and Staff
- IV. Subcontractor Profile(s) *(if applicable)*
- V. Individual Profiles
- VI. Campaign Proposal – full description of how you will roll out this campaign with a timeline and final report deliverable by the end of 2021
- VII. Representative Newmarket Installations
- VIII. Equipment, Warranties, and Pricing
- IX. Authorized Signature(s)
- I. Contact Information

Company Name:	ReVision Energy, Inc.
Website:	https://www.revisionenergy.com/
Location of Headquarters:	Portland, ME
Location of Nearest Office:	Brentwood, NH
Primary Contact (Name & Title):	Tom Hobbs, Branch Manager, Residential Sales Manager
Email:	thobbs@revisionenergy.com
Phone:	603-239-2543

II. Company Profile(s)

If applying as a group of installers, please copy the chart below and complete for each installer.

Company Name:	ReVision Energy, Inc.
Year Founded:	2003
Solar PV Installations Since:	8,000+
Current Owners and Business Designation (e.g. LLC, Co-op):	100% Employee-Owned, Certified B Corp

Briefly describe your company and outline its history:	ReVision Energy is northern New England's leading solar design, installation and service company. We are deeply committed to accelerating the region's transition to clean renewable energy. We are a 100% employee-owned certified B Corp, with a local office in Brentwood, NH. We have completed more than 8,000 clean energy systems since 2003, and have repeatedly
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	received the honor of being ranked #1 in New England for rooftop solar by <i>Solar Power World</i> magazine, NH Business Magazine's 'Business of the Year' and 'Best Solar Company' with NH Business Review. We provide custom design in-house, and all installations are performed by our team of licensed, certified and highly trained solar technicians. ReVision Energy has been proud to partner with communities throughout New Hampshire, Vermont, Maine and Massachusetts on many highly successful Solarize campaigns over the past 18 years. Our team knows what it takes to launch, manage and execute a successful campaign that delivers maximum benefits to the residents of the community.
Total Number of Employees:	275+ (75+ in NH)
Relevant Insurance Policies:	\$5M Aggregate (General, Workers' Comp, Umbrella), \$2M single project
Number of Solar PV installations (<15kW) in New Hampshire in the last 5 years. You may optionally include figures for a longer historical period as well if desired)	2016: 249 2017: 270 2018: 194 2019: 285 2020: 220
History of solar PV installation within the town of Newmarket NH and surrounding communities:	Newmarket: 32 Durham: 95 Lee: 36 Nottingham: 21 Epping: 27 Newfields: 5 Stratham: 37 Exeter: 68 Greenland: 14

Services Provided (including but not limited to solar PV):	Solar Photovoltaics and complementary technologies: Air Source Heat Pumps (ASHP) for heating, cooling and domestic hot water (DHW), Electric Vehicle Charging (EV), Battery Storage (BATT), Commercial Solar Farms (CSF) and Project Financing.
Please List THREE Customer References: (Include Name, Town, State, Phone/Email, Date of Install, System Size, and any additional notes)	1. David Burke, Newmarket, 9.4 kW commissioned in 2020, 603-767-2336, dave.burke212@gmail.com 2. Atinuke & Michael Cahill, Newmarket, 8 kW commissioned in 2018, 603-380-1736, michael.cahill@leg.state.nh.us, also installed a solar battery and heat pumps 3. Steve Bajger, Newmarket, 6.7 kW (residential) and 22.5 kW (commercial) both commissioned in 2017, 603-659-3404, steve@seacoastmachineco.com

III. Key Roles and Staff

Please list the individuals, teams, and/or subcontractors who will serve key roles during the campaign. If any roles are uncertain at this time, please note and explain.

- *Wherever possible, list specific individuals (employees or subcontractors)*
- *If a team/department is listed, list at least one lead individual responsible for campaign efforts*
- *Indicate clearly whether the listed individual/team is employed by the partner installer(s) or associated with a subcontractor (indicate specific subcontractors wherever possible)*

Attend Public Outreach Events:	Tom Hobbs (Branch Manager, Residential Sales Manager), Brittany Angelo (Regional Marketing Manager), Jeff Cantara (System Design Specialist), Nate Hathaway (Solar Advisor), Morgan DiRusso (Solar Advisor), Amy Farnham (System Design Specialist), Dan Hackett (System Design Specialist), Chris Kelly (System Design Specialist)
Participate in Regular Calls with the Volunteer Team:	Tom Hobbs
Contact Leads:	Tom Hobbs, Jeff Cantara, Nate Hathaway, Morgan DiRusso, Amy Farnham, Dan Hackett, Chris Kelly
Perform Site Visits:	Tom Hobbs, Jeff Cantara, Amy Farnham, Dan Hackett, Chris Kelly, Ron Leland (Technical Site Visit Specialist)

Design Systems:	Tom Hobbs, Jeff Cantara, Amy Farnham, Dan Hackett, Chris Kelly, Travis Genatossio (Branch Manager, Operations Specialist)
Write Proposals/Contracts:	Tom Hobbs, Jeff Cantara, Amy Farnham, Dan Hackett, Chris Kelly, Megan Ulin (Branch Manager, Office & Customer Experience Manager)
Compile Required Paperwork (e.g. permits, rebates):	Megan Ulin, Sara Bogue (Branch Manager, Operations Manager)
Perform Installations:	Christopher Pamboukes (Project Manager & Journeyman Electrician), Christopher Lee (O&M Specialist & Master Electrician)
Perform Necessary Electrical Connections:	Christopher Marves (Project Manager & Journeyman Electrician)

IV. Subcontractor Profile

Complete for any relevant subcontractors. If more than one, please copy the chart below and complete for each.

ReVision Energy will perform all services associated with this campaign in-house.

V. Individual Profiles

Please complete profiles for each individual listed previously under "Key Roles and Staff." If more space is needed, copy the chart and provide profiles for additional individuals.

Name, Company, and Title:	Tom Hobbs, ReVision Energy, Branch Manager & Residential Sales Manager 
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Experience:	With company since: 2014 Total years in solar industry: 7
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Tom will serve as ReVision Energy's primary point of contact for the campaign. He will coordinate and oversee execution by the ReVision Energy team, including campaign tracking, customer outreach, site visits, system design and installation.

Name, Company, and Title:	 Brittany Angelo, ReVision Energy, Regional Marketing Manager
Experience:	With company since: 2016 Total years in solar industry: 5
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Brittany will coordinate and execute marketing tasks including scheduling and staffing (virtual) events and promoting the campaign on social media.

Name, Company, and Title:	Jeff Cantara, ReVision Energy, System Design Specialist 
Experience:	With company since: 2015 Total years in solar industry: 7
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	NABCEP Solar Technical Sales
Role in the Campaign and Any Additional Notes:	Jeff is a Newmarket resident/business owner (Groundswell Farms Collaborative Farmspace) and one of ReVision Energy's most experienced System Design Specialists. He will be visiting customers in their homes (virtually) to explain the campaign, provide optimal system designs to meet customer goals, develop and present proposals and assist with coordinating contracts, deposits and project development to installation. His installation will be used as a model for residents to visit and view the aesthetics and "fit and finish" of ReVision solar arrays.

Name, Company, and Title:	Nate Hathaway, ReVision Energy, Solar Advisor 
Experience:	With company since: 2020 Total years in solar industry: 1
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Nate will attend (virtual) events, co-manage leads, perform initial screening and scheduling site evaluations.

Name, Company, and Title:	Morgan DiRusso, ReVision Energy, Solar Advisor 
Experience:	With company since: 2020 Total years in solar industry: 1
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Morgan will attend (virtual) events, co-manage leads, perform initial screening and scheduling site evaluations.

Name, Company, and Title:	Amy Farnham, ReVision Energy, System Design Specialist 
Experience:	With company since: 2015 Total years in solar industry: 6
Based Out Of (town and state):	Brentwood, NH

Applicable licenses/certificates (including NABCEP):	NABCEP Solar Technical Sales
Role in the Campaign and Any Additional Notes:	Amy is committed to helping homeowners realize the value of adding solar to their home with local mission-driven company. She will be meeting with customers on (virtual) site visits, developing and presenting proposals, assisting with coordinating contracts, deposits and project development to installation.

Name, Company, and Title:	Dan Hackett, ReVision Energy, System Design Specialist 
Experience:	With company since: 2019 Total years in solar industry: 2
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Dan is a former journalist now helping NH folks ditch fossil fuels and power their lives with cleaner, renewable energy. He will be performing site visits, developing and presenting proposals, assisting with the coordination of contracts, deposits, and project development to installation.

Name, Company, and Title:	Chris Kelly, ReVision Energy, System Design Specialist
Experience:	With company since: 2019 Total years in solar industry: 2
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Chris joined us at the end of 2019 and has quickly become an integral part of our company and sales team. He will be meeting with customers on site visits, developing and presenting proposals, assisting with coordinating contracts, deposits and project development to installation.

Name, Company, and Title:	Ron Leland, ReVision Energy, Site Visit Technician 
Experience:	With company since: 2019 Total years in solar industry: 3
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Ron has worked in the solar industry in various design and installation roles throughout NH over the past 3 years. He will perform all the Technical Site Visits for every project.

Name, Company, and Title:	Travis Genatossio, ReVision Energy, Branch Manager, Operations Specialist 
Experience:	With company since: 2016 Total years in solar industry: 10+
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	NABCEP PV Installation
Role in the Campaign and Any Additional Notes:	Travis has been involved with the design, installation and servicing of solar systems in NH, VT, MA and ME for more than a decade. He will be providing technical support during the design process and will guide projects from contract all the way through to system commissioning and being energized.

Name, Company, and Title:	Megan Ulin, ReVision Energy, Branch Manager, Office & Customer Experience Manager 
Experience:	With company since: 2015 Total years in solar industry: 6
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Megan will serve as the primary contact for all participants from contract through system commissioning including project scheduling.

Name, Company, and Title:	Sara Bogue, ReVision Energy, Branch Manager, Operations Manager 
Experience:	With company since: 2014 Total years in solar industry: 7
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	
Role in the Campaign and Any Additional Notes:	Sara Bogue will manage all aspects of our Operations including permitting, scheduling and coordination of our installation crews.

Name, Company, and Title:	Christopher Pamboukes, ReVision Energy, Project Manager & Journeyman Electrician 
Experience:	With company since: 2012 Total years in solar industry: 9
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	NH Journeyman Electrician
Role in the Campaign and Any Additional Notes:	Chris is one of our most experienced Project Managers having managed installation crews on hundreds of residential and commercial Solar PV projects over the past 9 years. Chris will serve as a Project Manager and Journeyman Electrician during the campaign.

Name, Company, and Title:	Christopher Lee, ReVision Energy, O&M Specialist & Master Electrician 
Experience:	With company since: 2011 Total years in solar industry: 10+
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	NH Master Electrician, NABCEP certified PV system installer
Role in the Campaign and Any Additional Notes:	Chris has been involved in the design, engineering and construction of public and private renewable energy projects since 2008. Chris has managed hundreds of Solar PV installation projects and currently fulfills system inspections and repair responsibilities for our O&M operations for all Solar PV systems.

Name, Company, and Title:	Christopher Marves, ReVision Energy, Project Manager & Journeyman Electrician 
Experience:	With company since: 2011 Total years in solar industry: 10+
Based Out Of (town and state):	Brentwood, NH
Applicable licenses/certificates (including NABCEP):	NH Journeyman Electrician
Role in the Campaign and Any Additional Notes:	Chris has worked with our operations and installation teams installing hundreds of residential and commercial Solar PV projects over the past 10+ years. Chris will serve as a Project Manager and Journeyman Electrician during the campaign.

VI. Campaign Proposal

1) Please explain your interest in partnering with our community on this campaign.

Over the past ten years, ReVision Energy has done a significant amount of work and built strong relationships in Newmarket and we hope to build on that foundation with a successful solarize campaign. Notable projects in Newmarket include the Stone Church, Seacoast Machine, The Nature Conservancy, and Groundswell Farms (formerly New Roots Farm).

Our mission, culture, and values align with the purpose of this campaign, and we believe we are uniquely qualified to promote and execute this campaign to achieve maximum impact. As a 100% employee-owned company and Certified B Corp, we have a deep commitment to addressing the climate crisis one family and community at a time. We are eager to educate more Newmarket residents on how to transform energy expenses from a financial, social, and environmental burden into an investment opportunity that will provide cost savings, benefit the local economy, and make your community more resilient and sustainable. We have achieved successful results in numerous Solarize campaigns in New Hampshire and neighboring states and we would be honored for the opportunity to work alongside your dedicated team of volunteers to continue your significant progress on the path to becoming a clean energy community.

With energy prices continuing to rise and solar technology continuously improving, there has never been a better time to invest in solar energy. With the renewal of the 26% Federal Tax Credit, we expect to see significant momentum behind further solar adoption and are excited to help your community reap the environmental and economic benefits.

2) Describe your geographic proximity to our community, addressing your team's ability to provide a consistent presence throughout the campaign.

Since 2010, our in-house installation crews have operated out of our Brentwood, NH office which is just over a 20-minute drive from your community.

Members of our team have developed relationships with the greater Newmarket area with families, nonprofits, churches, schools, businesses, municipalities, and community groups. In addition to designing and developing solar and other clean energy projects, we regularly provide educational presentations to school and community groups; participate in nonprofit volunteer activities; sponsor environmental film screenings and events; support advocacy efforts at the grassroots level; and engage local impact investors in financing solar projects for nonprofits and municipalities.

Finally, Newmarket is close to home for several of our co-owners and their families. We have served on local nonprofit boards, volunteered with local organizations, delivered educational presentations on climate and clean energy and we continue to make personal investments in the surrounding communities. We are ready and able to commit our considerable resources to engage your community and families in the clean energy transition through this solarize campaign.

3) Describe any past experience working with the electric utilities and local building inspectors in our community, as well as your familiarity with our local permitting requirements.

ReVision Energy has completed over 40 clean energy installations in Newmarket and an additional 300+ in the surrounding communities.

We have extensive experience working with all the New Hampshire utilities, particularly Eversource which serves Newmarket, and are deeply familiar with their interconnection requirements and net metering policies. During this same period, we have worked with the relevant permitting offices, planning boards, and Authorities Having Jurisdiction (AHJs). We have helped many community members modernize their requirements to meet the realities of ever-increasing solar adoption, allowing us to provide expert guidance to program participants on how to navigate the process and maximize their return on investment.

4) Please outline an anticipated customer experience and timeline within the campaign. Include:

- **Each step from inquiry to grid connection;**
- **Services provided (e.g. paperwork, post-interconnect walk-through) and any associated cost;**
- **Situations where the customer may incur additional costs (e.g. tree removal, permit fees);**
- **Expected date to begin campaign installs (e.g. immediately, after 10 signed contracts, after campaign deadline).**

Step 1-Community Outreach & Events. Interested homeowners will attend (virtual) campaign educational presentations, meet and ask questions of ReVision co-owners and volunteers at (virtual) community events, or visit the Solarize Newmarket and ReVision Energy websites and sign up for additional information.

Step 2-Immediate Follow Up. ReVision Energy will contact all interested participants within 24 hours of receiving their inquiry. This is typically a phone consultation or email to review the basics of solar, Solarize Newmarket, and ReVision Energy. Our Solar Advisors (SA) and System Design Specialists (SDS) identify how they found out about the campaign to provide relevant tracking information, ask about their goals, expectations and time frame and finally request

relevant information such as confirming the site on Google Earth and providing a recent electric bill prior to scheduling a site evaluation.

Step 3-Site Evaluation. Our SAs and SDSs will schedule Site Evaluations for every interested party within 2 weeks of phone consultation or email confirmation of interest. This process involves an SDS visiting the customer's home and reviewing project specifics in detail, including roof measurements, roof shade analysis, electrical infrastructure, pricing and project next steps. Our SDS are trained energy efficiency experts and begin each evaluation with an analysis of a home's energy usage pattern and by identifying opportunities to reduce electrical consumption. Managing the "load" side of the equation often results in smaller, more costeffective projects on the "supply" or solar side. To that end, ReVision will provide information about complementary technologies that can further increase customer savings and reduction in carbon footprint including hyper-efficient Air Source Heat Pumps and Domestic Hot Water Heaters, Battery Storage, and EV charging infrastructure.

Step 4-Project Design, Follow Up, & Sale. The SDS will generate a formal proposal to include components, scope of work, production estimate, system cost, available incentives, and detailed financials including expected return on investment. System Design Specialists will answer questions via phone, email, or in-person as requested and will follow up periodically to help overcome obstacles and confirm that the client is interested in moving forward.

Step 5-Sign Contact. The SDS will connect the customer with Megan Ulin (Office & Customer Experience Manager), who will serve as the primary point of contact from the signing of the contract until the installation. Megan will process and deliver the contract and address any relevant questions or concerns. The customer will sign the contract and make a 1/3 deposit or apply for financing. Once the contract has been signed and the deposit has been made, or financing is secured, the customer's spot will be reserved in our installation queue.

Step 6-Project Approval. Our Operations Department will process each project over a 4-8 week period. This involves conducting a Technical Site Visit within 2 weeks after the signing of a contract to confirm the system design details, submitting interconnection (including electrical 1-line diagram) and net metering applications to the utility and applying for the state rebate with the PUC. A structural analysis will be performed, and the results will be shared with the customer and if required an estimate for necessary improvements will be provided. ReVision will apply for building and electrical permits and order materials for the project.

Step 7-Installation. Megan will coordinate installation dates at the customer's convenience at which we could currently schedule installations into the first week of June. Installation crews will arrive on site generally between 8-9 AM on the first day and the Project Manager will review the project with the customer and answer any remaining questions prior to beginning the installation. Rooftop installations typically last for 2-3 days while Ground Mounted installations typically last for 3-4 days, depending on complexity. Each installation team consists of 3 or 4 licensed electrical installers (including the Project Manager) and will include at least 12

Journeyman or Master licensed electricians to meet NH state electrical apprentice ratio laws. ReVision will coordinate all necessary inspections.

Step 8-System Review. ReVision Project Manager completes walk through with customers explaining the system components and operation and answering any final questions. Installers leave customers co-branded Solarize Newmarket t-shirts or an equivalent closing gift.

Megan will address any remaining questions and will initiate the closing of the job which involves final billing and review of incentives and monitoring, an ask to write Google reviews of their experiences with Solarize Newmarket and ReVision, and encouragement to provide referrals to grow the campaign.

ReVision will contact the utility to request a net meter swap, which typically takes 1-2 weeks.

Step 9-System is Commissioned & Customer Follow Up. System is energized and customer enjoys renewable solar energy!

Step 10-Post Installation Follow Up. Our SAs will follow up with all customers 3 months after their installation to gather feedback on our performance and customer satisfaction in addition to confirming that the customers understand how their system operates, how to read their utility bill and monitoring dashboards, while also answering any remaining questions.

5) How are you prepared to manage the anticipated volume of leads while delivering quality customer service and participating fully as a program partner?

Our Key Staff Members have the experience, resources, and desire to make this campaign a success for all involved parties. Thanks to our scale and experience with successful solarize campaigns, we can provide the Volunteer Team and each of the expected participants with the necessary individualized attention at every step of the way. From engaging in volunteer calls and planning sessions to organizing educational events and community outreach to the design, sale, contract, permitting, installation, and servicing of systems, we provide exceptional customer service and support.

6) Please outline a contingency plan in the event that the flow of leads is greater than anticipated and you are unable to provide timely and high-quality customer service to all leads.

At ReVision Energy, we are uniquely qualified to address greater than projected lead volumes given our number of employees and experience with previous solarize campaigns. Each year, our Brentwood office processes thousands of incoming leads from a wide array of sources and ensures that each receives the individualized attention they deserve. While we anticipate that our Key Staff members will be able to provide timely and high-quality customer service to each participant, we do have the ability to quickly and seamlessly pull resources from other

members of our 75+ New Hampshire team, including our Upper Valley branch, to support the Solarize Newmarket.

7) What marketing services are you willing to provide to supplement and support volunteer outreach (e.g. purchasing ads, signs, event food)? What budget are you willing to make available to the volunteer team?

ReVision's approach to marketing is grounded in the mobilization and support of a community solar champions throughout New Hampshire who are leading the clean energy transition with us. We combine on-the-ground grassroots engagement strategies like virtual Solar Open Houses and community events with a sophisticated digital marketing platform and effective word-of-mouth. While we have a robust marketing team (including in-house graphic and web designers and experts in SEO/PPC/social media, copywriting, photography, and videography), we know that an effective Solarize campaign is led by local community members. We therefore deploy our various marketing resources in support of and at the request of community leaders.

In our experience, the greatest success comes from when we use our resources to empower the on-the-ground leaders in the community and the volunteer force, who are driven by incredible passion and authentic relationships with the community. We have an extensive track record of working with volunteer/nonprofit partners for the execution of sophisticated local outreach programs developed around specific campaigns or affinity groups.

A typical campaign consists of the following components:

- Develop a concise messaging document with Solarize partner for handout to volunteers. Help them distill solar facts into the most powerful messages about the benefits of solar energy for the local audience.
- Launch a social media campaign to complement the grassroots campaign; generally consists of an events promotion strategy, solar factoids with custom graphics, and other shareable assets. Social media assets, microsite, etc. are all tied into a general digital marketing promo by ReVision Energy, which includes our monthly newsletter for 30,000 person reach and over 25,000 person reach on Facebook, and 12,000 unique website visitors monthly.
- Coordinated grassroots virtual event series consisting of open houses with existing solar champions in the local area, partnerships with nonprofits/town entities, lunch and learn and happy hour events, trail clean-ups and other volunteer events, tours of existing projects, etc.

Our role throughout this solarize campaign would be to amplify your voices as much as possible to accelerate the impact you make. Through all phases of the marketing campaign, ReVision Energy can provide supplementary resources including creative resources, campaign

ideas/experience, marketing collateral, and database resources. We understand this is your campaign, not ours, and will approach all outreach as a collaborative partner.

Despite our growth in recent years, we firmly believe that a sales-centric approach is not right for our clients and communities. We prefer to guide families and organizations to an educated decision at a time that is right for them. As such, education is the cornerstone of all that we do, and we feel it is much more important to develop long-term, positive relationships in the community than it is to sell more systems in the short term.

We are grateful to see others share our mission to address global warming and drive renewable energy adoption. Our entire team of co-owners is excited about the opportunity to partner with Solarize Newmarket and launch a transformative solar energy campaign.

8) Describe your familiarity with financing options available to customers in our community. Include any options offered in-house and/or experience working with customers who finance their systems.

Our solar-specific lending partners are established and proven throughout NH and surrounding areas. The Vermont State Employees Credit Union (VSECU) and Mosaic Solar both focus on making clean energy accessible to all qualified borrowers, providing a range of loan terms to meet the needs of Solarize Newmarket participants. We also have experience working with local banks to assist customers with private loans and/or Home Equity Line of Credit (HELOC) applications. ReVision provides these options and education on the advantages and disadvantages of various products and lenders to all customers.

9) Explain any potential threats or anticipated changes that might affect this program (e.g. net metering, state or utility rebates, codes/permitting, federal tax credits, etc.). Describe how you will handle these threats/changes if chosen as our campaign partner.

The modest (\$1,000) state rebate program is temporarily closed to new applications and will likely remain closed until the next fiscal year begins in July. We currently maintain a list of projects that did not receive a rebate and will assist with applications if/when they are able to be submitted.

Beyond that, most of the risks described above are well known:

- The Federal Tax Credit was recently extended at 26% until the end of 2022.
- Tariffs on solar modules and various raw materials have already been priced in and are scheduled to phase out next year.
- Utility net metering (in which ReVision was an active intervener at the NHPUC) is established and not expected to change in the next year.
- Codes and permitting evolve over time and we have the experience to ensure compliance and manage each project to meet the requirements. One recent

example is when NH adopted the 2015 NFPA in 2019 and our leadership worked closely with State Fire Marshals, the NH Association of Fire Chief, and the NH Association of Building Inspectors to craft an amendment to the building code to lessen the impact of those setbacks of rooftop solar system.

In short, we do not anticipate any significant changes in the business environment that will be detrimental to participants or being able to deliver on program pricing as outlined.

10) One goal of this campaign is to help customers who don't go solar through this program identify other home energy opportunities (e.g. solar hot water, energy efficiency, community solar). How will your company/consortium support these efforts? Include any existing consumer education practices, relationships with other energy-related companies, and/or any unique in-house expertise.

ReVision Energy focuses on a holistic 100% clean home approach, free of fossil fuels, and we have installed thousands of complementary technologies like air-source heat pumps and water heaters, electric vehicle charging stations, and home battery systems. All of our Key Staff are capable of discussing the various environmental and economic benefits of weatherization, energy monitoring, solar electricity and hot water, air source heat pumps, domestic hot water heaters, electric vehicle charging systems, battery storage and more. For products and services we do not provide ourselves (e.g. weatherization), we can direct families to other highlyqualified providers with whom we have worked successfully in the past. When it comes to community solar farms, which we have extensive experience building in neighboring states, we are actively lobbying the NH legislature to enact a simple change in net metering to make these projects viable and accessible for NH residents; we are already building a database of individuals and families who wish to take part as soon as the change is made.

11) Please describe any experience you have working with commercial customers (particularly small-scale commercial customers). Include any concerns or considerations which might inhibit your ability to work with farms or small businesses during this campaign.

ReVision Energy has installed more commercial solar systems in New Hampshire than any other company. We have worked with many businesses, nonprofits, schools, libraries, churches, farms, and other institutions to help them transition to clean energy, with hundreds of completed solar installations to date. Local installed projects include Seacoast Machine, the Stone Church, and The Nature Conservancy your community, Emery Farm, Phillips Exeter Academy, and the Town of Durham Gravel Pit in neighboring towns. Given our extensive experience, we are well equipped to provide custom design, pricing and installation for these projects to any interested.

VII. Equipment, Warranties, and Pricing

A. Standard Equipment

- B. Workmanship Warranty
- C. Standard Pricing
- D. Cost Adders/Subtractors
- E. Services Not Provided by Installer
- F. Payment Plan

IMPORTANT: Standard package equipment and pricing must be inclusive of all parts, labor, and related services from first contact through interconnection for a typical roof-mounted solar PV installation (average size 5 to 9 kW). All information provided in the Pricing and Equipment Proposal will be publicly available throughout the campaign.

A. STANDARD EQUIPMENT

Please list all equipment that will be included in the standard campaign package and any optional/alternative items that will be available at no additional cost for customers within the campaign. For each item listed, include the following information:

- Manufacturer and Model Name/#
- Country Where Produced
- Warranty
- Any Relevant Notes

	<i>Standard Equipment</i>
<i>Inverter(s)</i>	• SolarEdge HD Wave Inverter w/ Revenue-Grade Monitoring will be our primary inverter option. The company is based in Israel with manufacturing in multiple countries. They offer a 12-year product warranty with the potential to extend to 20 or 25 years. SolarEdge systems will include SolarEdge DC Power Optimizers to provide best production, rapid shutdown compliance and individual solar panel monitoring. SolarEdge DC Power Optimizers have a 25year product warranty. • Enphase IQ7 and IQ7+ Microinverters will be used as a secondary inverter option. Enphase is based in California with design in California and assembly in China. They offer a 25-year product warranty. • SMA SunnyBoy TL Inverter will be used as a secondary inverter option used exclusively for ground mounted systems. SMA is based in Germany with design in Germany and assembly in China. They offer a 12-year product warranty. • Generac PWRcell Inverter will be used as a secondary inverter option. Generac's headquarters and manufacturing is based in Wisconsin. They offer a 10-year product warranty. Generac systems will include Generac PV Links and SnapRS to provide best production, rapid shutdown compliance and individual solar panel monitoring. Generac PV Links and SnapRS have 25-year product warranties.
<i>PV Modules</i>	Our standard solar panel options will include: • REC's N-Peak 330 watt solar panels • Hanwha Q-Cell's Q.Peak Duo 430 watt solar panels (available only for fixed ground mounts)

	Our secondary solar panel options will include: □ REC's Alpha 370 watt all-black solar panels □ - LG's Neon 395 watt solar panels REC is based out of California with manufacturing in Singapore. They offer a 25-year linear production and product warranties. Hanwha Q-Cell is headquartered in Germany with manufacturing in South Korea. They provide a 25-year linear production warranty and a 12-year product warranty. LG is based out of South Korea with manufacturing also in South Korea. They offer a 25-year linear production and product warranties.
<i>Mounting System</i>	● IronRidge is our solar system mounting hardware for rooftop systems. They are based out of the United States and provide a 25year product warranty. ● AP Alternatives (APA) is our solar system mounting hardware for ground mounted systems. APA is based out of Ohio with manufacturing also in Ohio. They provide a 25 year product warranty.
<i>Production Meter</i>	● Texas Instruments, various warranties.
<i>Data Acquisition System</i>	● All SolarEdge inverters include Revenue-Grade Monitoring. ● Enphase inverters include Envoy Energy Management System.
<i>Other</i>	● Battery Storage options include Tesla Powerwall and Generac PWRcell. ● Air Source Heat Pump options include Mitsubishi Electric. ● Domestic Hot Water options include Vaughn, Ruud, and Stiebel Eltron. ● EV Charging options include Tesla and Clipper Creek.

B. WORKMANSHIP WARRANTY

Please describe the workmanship warranty to be provided for campaign participants.

ReVision Energy provides a 5-year workmanship warranty for all Solar PV systems. We service the manufacturer warranties on all equipment.

All systems are backed by the ReVision Energy Brand Promise, which states that we commit ourselves to technical excellence (proper design and installation the first time), ensuring maximum system longevity and performance. In addition, ReVision has a full-time Service Department, allowing for excellent response time and ensuring that we will pick up the phone and troubleshoot any issues that due arise promptly and bring the situation to resolution.

C. STANDARD PRICING

This section assumes a direct purchase model. Other pricing/financing options, including lease options, may be proposed if articulated clearly by the bidding installer. The priority is a simple, high-value package for customers.

Instructions: Please identify 3-5 pricing tiers. Tier levels indicate total contracted solar within the campaign territory and timeframe. Pricing within each tier should reflect the total installed cost of a typical installation, including the standard equipment and warranties outlined previously. The price to the customer must decrease for each of the proposed tiers. The price drop and total capacity jump can be different between tiers.

	<i>Standard Pricing</i>	<i>Campaign Pricing</i>
<i>(kW)</i>	4 kW-15 kW	4 kW-15kW
<i>Purchase Price (\$/W)</i>	\$3.20/W	\$2.70/W

D. COST ADDERS and SUBTRACTORS

Please list any factors that will increase or decrease your standard pricing for a specific project. Indicate the impact on total project cost in \$/W or as a flat cost.

	<i>Cost Adders and Subtractors</i>
<i>Site Specific</i> e.g. • Multiple roofs • Tilt racking • Roof material • Steep/tall roof • Ground mount	☐ Complicated layout/multiple array +\$0.09/watt ☐ Asphalt shingles without rafters +\$.10/watt ☐ Corrugated metal +\$0.04/watt ☐ Rubber roofs will require custom pricing ☐ High/steep roof +\$0.08/watt ☐ Ground Mount +\$0.75/watt ☐ Tracker +\$2.50/watt ☐ ☐ System Expansions will require custom pricing ☐ Structural reinforcements as required by PE will require custom pricing

Electrical e.g. • Electrical panel upgrade • Meter upgrade • Interior conduit run	☐ 200 Amp Service Upgrade will require custom pricing and utility approval ☐ Long conduit run (more than 60') will require custom pricing (+\$5/Linear foot is average) ☐ Trenching will require custom pricing (\$10/Linear foot is average)
System Size e.g. additional cost per kW for small systems, or discount for larger systems	☐ Systems of 1-12 panels +\$1/watt ☐ Systems of 13-20 panels +\$0.0/watt ☐ Systems of 21-39 panels -\$0.05/watt ☐ Systems of 40 panels or more -\$0.10/watt
System Monitoring	☐ No additional cost, included with SolarEdge and Enphase
Other e.g. • Alternative inverter options • Alternative panel options	☐ REC's Alpha 370 watt all-black solar panels +\$0.20/watt ☐ LG's Neon 395 watt solar panels +\$0.50/watt ☐ Enphase IQ7 and IQ7+ Microinverters +0.05/watt ☐ Generac PWRcell Inverter will require custom pricing ☐ Additional SolarEdge HD Wave inverter +\$0.20

E. SERVICES NOT PROVIDED BY INSTALLER

Please list any services not provided by the installer that, if required, could add to total project cost (e.g. tree removal, reinforcement of rafters).

- Energy Audits and Weatherization
- Tree Removal
- Roof Replacement

ReVision Energy can provide references as necessary.

F. PAYMENT PLAN

Please describe a payment plan for campaign customers, including deposit at signing, final payment, and any interim payments. Please also explain how customers who sign contracts early in the campaign will see their final price adjusted according to the final pricing tier reached at the program deadline.

For cash projects, ReVision Energy will request a deposit of 1/3 of system cost along with a signed contract in order to get the participant into the installation queue. The remaining 2/3 will be invoiced upon completion.

If the client plans to utilize ReVision’s specialized financing partners, the process will require the customer to first complete their application for pre-approval, confirming they are able to

secure financing, along with a signed contract. Mosaic financed projects will not be required to make a deposit and all VSECU financed projects will require a minimum \$1,000 deposit. Funds will then be released in accordance with loan terms.

VIII. Representative Newmarket Installations



BAJGER ARRAY

Steve and Erin Bajger installed a 6.7 kW array on Alyce Drive in 2017. Consisting of 23 modules, the installation offsets 87% of the home’s energy use and has produced 28.9 MWh of clean energy to date.



CAHILL ARRAY

Atinuke and NH State Representative Michael Cahill have installed two separate PV projects on Ash Swamp Road and have also installed heat pumps and a Tesla PowerWall. The projects have produced 18.1 MWh of clean energy to date.



SEACOAST MACHINE

Seacoast Machine installed a 22.5 kW array on Exeter Road in 2017. Consisting of 75 modules, the installation offsets 100% of the business's energy use and has produced 65.5 MWh of clean energy to date.



The Nature Conservancy

The Nature Conservancy installed a 6.16 kW array on Bay Road in 2017 and then worked with ReVision Energy to completely transition to heat pumps during a major renovation in 2019. A solar expansion is planned. The project has produced 22.7 MWH of clean energy to date.

IX. Authorized Signatures

The undersigned is a duly authorized representative of the installer(s) listed below, with the authority to commit the company for the proposed campaign partnership with Newmarket. I certify:

- The installer has read and understands the RFP requirements;
- If chosen, the installer is prepared to fulfill the installer commitment outlined in the RFP;
- The information contained in this proposal, and any related correspondence or documentation, is true, accurate, and complete;
- The installer has disclosed all affiliates, partnerships, and relationships;
- The installer understands that selection of an installer through this RFP is not an offer and the volunteer selection committee reserves the right to continue negotiations with the selected installer until the parties reach a mutual agreement. Moreover, the volunteer selection committee reserves the right to reject any or all proposals; waive defects or

irregularities in any proposal; enter into discussions with selected installers; discontinue discussions with any installer at any time and for any reason; correct inaccurate awards; change the timing or sequence of activities related to this campaign; modify, suspend, or cancel this campaign; and condition, modify, or otherwise limit awards pursuant to this campaign.

- The installer understands that all work related to the campaign must be completed by owners or employees of the companies listed below, OR by owners or employees of a subcontractor. All individuals working on campaign projects must be covered by workers compensation insurance and/or liability insurance in accordance with state law.

Company: ReVision Energy, Inc.

Authorized by (printed name & title): Tom Hobbs, Branch Manager, Residential Sales Manager

Signature:  **Date:** 3/26/2021

Vendor Selection Matrix - Solarize Newmarket RFP - COMBINED

	EXPERIENCE Criteria	Weight	Revision Energy	Enter Score for Revision here	603 Solar (with Adams Energy)	Enter Score for 603Solar here	GSS	Enter Score for GSS here
Anders				0		0		0
Cris				0		0		0
Ellen				0		0		0
Peter				10		7		1
Roberta				9.5		8.5		0
Toni				10		7		1
TOTAL				29.5		22.5		2
AVERAGE				9.83		7.50		0.67

	STAFFING Criteria	Weight	Revision Energy	Enter Score for Revision here	603 Solar (with Adams Energy)	Enter Score for 603Solar here	GSS	Enter Score for GSS here
Anders				0		0		0
Cris				0		0		0
Ellen				0		0		0
Peter				10		10		0
Roberta				9		10		0
Toni				9		6		0
TOTAL				28		26		0
AVERAGE				9.33		8.67		0.00

	CAPCITY TO IMPLEMENT Criteria	Weight	Revision Energy	Enter Score for Revision here	603 Solar (with Adams Energy)	Enter Score for 603Solar here	GSS	Enter Score for GSS here
Anders				0		0		0
Cris				0		0		0
Ellen				0		0		0
Peter				20		18		0
Roberta				20		18		9
Toni				18		18		0
TOTAL				58		54		9
AVERAGE				19.33		18.00		3.00

	TIMELINE & IMPLEMENTATION PROCESS Criteria	Weight	Revision Energy	Enter Score for Revision here	603 Solar (with Adams Energy)	Enter Score for 603Solar here	GSS	Enter Score for GSS here
Anders				0		0		0
Cris				0		0		0
Ellen				0		0		0

Vendor Selection Matrix - Solarize Newmarket RFP - COMBINED

Peter				18		16		0
Roberta				22		22		9
Toni				18		18		0
TOTAL				58		56		9
AVERAGE				19.33		18.67		3.00

	EQUIPMENT WARRANTIES & PRICING Criteria	Weight	Revision Energy	Enter Score for Revision here	603 Solar (with Adams Energy)	Enter Score for 603Solar here	GSS	Enter Score for GSS here
Anders				0		0		0
Cris				0		0		0
Ellen				0		0		0
Peter				18		20		0
Roberta				19		22		0
Toni				25		25		0
TOTAL				62		67		0
AVERAGE				20.67		22.33		0.00

	CORPORATE AUTHORIZATION Criteria	Weight	Revision Energy	Enter Score for Revision here	603 Solar (with Adams Energy)	Enter Score for 603Solar here	GSS	Enter Score for GSS here
Anders				0		0		0
Cris				0		0		0
Ellen				0		0		0
Peter				10		9		0
Roberta				10		8		0
Toni				10		9		0
TOTAL				30		26		0
AVERAGE				10.00		8.67		0.00

COMBINED AVERAGE				88.50		83.83		6.67
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Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE