

TOWN OF SEABROOK

SELECTMEN'S SPECIAL MEETING

AUGUST 5, 2024

Srinivasan "Ravi" Ravikumar
Harold F. Eaton
Theresa A. Kyle
William M. Manzi, III

Ravi opened the meeting at 9:32AM.

MEETING - COTE & FOSTER CONST.

Ravi said there have been several residents over the years with the use of the public right of way with the contractor. Bill Foster & Steve Cote were present for questions and/or concerns. Bill Foster said Seabrook Beach has been a very important part of their business for at least the last 35 years and don't want to compromise that. He said there is a working foreman on site to deal with any issues especially with the parking.

Ravi discussed complaints heard such as where they are parking, when they are starting the business, overnight parking, etc. He said the Town of Seabrook's rules apply to contractors and he would like to ensure that they are following the rules.

Mr. Eaton spoke about what happens in Portsmouth if the subcontractors don't follow the rules. The contractor is then put on notice with a fine and the contractor is the one that needs to ensure the subcontractors are following the rules. Bill Foster said he is fine with that as he would rather know when it happens to address the issue than months later.

Mrs. Kyle said she had an extensive conversation with both of the owners prior to the meeting and she is satisfied with the resolution. She discussed the issues encroaching on town property and suggested they have a further discussion with them and the beach building inspector and road agent so they can work together. Mrs. Kyle said the work being done is giving the illusion that other residents can't park where they should be allowed.

MONTHLY MEETING - FIRE CHIEF

Fire Chief Bill Edwards was present for his report (see attached). There was a discussion on the time to get equipment and what is in the CIP. The board is looking to get the pieces of equipment in queue, so they don't have to wait. The chase truck is in the CIP for 2025 and will be paid for out of the ambulance revolving fund. The timing of this vehicle is entirely on the board.

There was discussion on how revenue is added to the revolving fund. Ravi said the purchase of vehicles with the revolving fund don't go on town meeting. Mr. Manzi explained how the revolving was established by town meeting and is used based on what was established by a previous town meeting.

MOTION: Harold F. Eaton To purchase ambulance 44 and the chase vehicle.

MOTION: Theresa A. Kyle To purchase the chase vehicle immediately.

No second, motion failed.

Ravi said in order to support any motion he would need to see more information.

Second: Theresa A. Kyle
Opposed: Ravi
Motion by Harold F. Eaton passed 2-1.

There was discussion on the calls for service and the apartment calls for service. Chief indicated that the apartment calls were added per the board request to know how many calls are going to them.

CIP REVIEW - FIRE

There was discussion on the SCBA and how often they replace, and it is due to be replaced in 2026. The capital fund is for both the SCBA and turnout gear.

AMBULANCE BILLING DATA

Ravi would like to table this item. Mr. Eaton suggested they have someone from the billing company come in to explain.

PREVIOUS MINUTES - JUNE 17 NON-PUBLIC, JULY 8 PUBLIC & NON-PUBLIC, JULY 15 PUBLIC AND JULY 22 PUBLIC

Ravi would like to hold as he comments on them.

ABATEMENTS

Lane Gordon - 74 Silver Street - \$2,165.88
Matthew Nastasia - 32 Evergreen Drive - \$4,666.04

MOTION: Ravi To approve and sign the abatement for 74 Silver Street.
Second: Harold F. Eaton
Unanimous

MOTION: Ravi To approve and sign the
Second: Harold F. Eaton abatement for 32
Unanimous Evergreen Drive.

Ravi would like both abatements confirmed that it is just the sewer portion that is being abated.

WATER SERVICE APPLICATIONS

Birch Real Estate, LLC - 172 Tilton Street
SGI Group - 97 Railroad Avenue
Dwight & Marcee Souther - 41 Walton Road
Sweet Management Inc. - 72 New Zealand Road

MOTION: Ravi To approve and sign all
Second: Harold F. Eaton water applications.
Unanimous

SEWER SERVICE APPLICATIONS

SGI Group - 97 Railroad Avenue
Dwight Souther - 41 Walton Road
Sweet Management Inc. - 72 New Zealand Road

MOTION: Ravi To approve and sign all
Second: Harold F. Eaton sewer applications.
Unanimous

ERZ ZONE REQUEST

Ravi asked if this could be posted on the town's website. Mr. Manzi said it would be and the other 4 zones are also posted. There are monies available to local businesses who are already established in the revitalization zones.

There was further discussion on the area this would include on Walton Road. Mr. Manzi said he could come back with mapping and would be specifically for businesses in this ERZ Zone. This would be an authorization to start the process.

The board will hold for further information of the boundaries of the zone and better understanding of the qualifications through the state that will better the community or serve as a disadvantage to the community.

ELECTRICITY AGGREGATION CONTRACT

Ravi explained the third-party contract and how it came about to benefit the residents of the town. If any resident doesn't want the recommended source by the town, they have an "opt out" option. This type of contract will benefit those residents who don't actively manage their energy source. This contract is

only for the third-party company who will shop for the best electricity source. Once they have found one it will go on the town meeting ballot for approval by the voters. There was discussion on the fee that will be paid by the consumers to this consulting company.

MOTION: Ravi To approve the contract
Second: Harold F. Eaton for electricity
Opposed: Theresa A. Kyle aggregation.
Motion passed, 2-1.

Mrs. Kyle said she would not bind the town to this and had stated that previously during the presentation.

QUESTIONS/COMMENTS

Ravi said a beach civic association meeting took place and discussed the bridge project and harbor dredging. There was discussion on the sand from the dredging and use for Seabrook.

Ravi read a memo regarding the bridge project. He said there are 95 residents of Hampton who are getting water service from Seabrook and that is bringing in revenue. Lots of equipment has been set up and traffic jams have started, especially on nice days. The project is expected to last until 2028 and will be a fixed span bridge that will be 50' wide and include a bicycle lane.

Tim Rooney is here to discuss the park that is being done by FOSC in the Lower Collins Street/Marshview Circle area. He believes that the Town illegally harvested this area of land. He would like the board and town manager to come down and walk in this area.

Ravi said the fact is something unlawful has been done and that person/resident need to know that breaking the law is not going to be tolerated, they will face a penalty and there needs to be remediation. Tim Rooney is asking that a letter be sent to all the abutters alerting them to this and that it will not be allowed. Ravi said conservation land needs to be treated with care and feels any property that abuts town land needs to understand the consequences.

There was discussion of what the town would want the homeowner to replant for trees. Mr. Manzi said there is a police report, and they went to the site. The homeowner would come back with a reforestation plan for approval by the board. He said the property owner is here today.

There was discussion on a penalty. There is a penalty fee included in the RSA. Legal counsel has been consulted on this and is looking to put back the same type of trees that were cut down. Any plan put forth would need board approval by the board. Ravi said they can definitely look at the size of the trees cut down but ultimately, they need to restore the land to what it was. They need to get it back in a sensible way and not make it a witch hunt. Tim Rooney suggested they work with FOSC who may have something else in mind for the park they are looking to build now that they have more land to work with.

Steve Burdeau - 66 Marshview Circle - homeowner who cut the trees down on town property. He knows ignorance is not an excuse, but he did not know the lot right behind him was town owned land. He said he took it upon himself to clean up the area which included cutting down the trees. Some of the trees taken down were not on his watch. He has an appointment on August 23 with Matthew Tarr with UNH Cooperative Extension to offer suggestions. He has had conversations with the police and code enforcement who've not been prosecutorial, and he respects that. He is looking to address and correct what he did as best he can. He also has no problem involving FOSC as he is fully in support of this project. Steve Burdeau is open to solutions to resolve this. Mr. Eaton commended Steve Burdeau for being here today and taking ownership of the wrongdoing.

Mrs. Kyle said this is beginning to be a problem with property owners cutting down trees that are on town property, encroaching on town property. She feels there needs to be some hefty fines for these individuals. Ravi suggested they give Steve Burdeau the opportunity to come back with a plan and if he doesn't follow through then they can take further action. He said they have allowed residents at the beach who have interfered with the dunes to restore them so we should give the same opportunity to this property owner.

The board asked if someone from the town could meet with the state with the homeowner, so they understand what is going on and that it is being stated correctly. Mr. Manzi said they could, and he will reach out to them.

NON-PUBLIC SESSION

MOTION: Theresa A. Kyle
Second: Harold F. Eaton
Unanimous

To go into non-public session under RSA 91-A:3, II (e) negotiations.

Roll call:

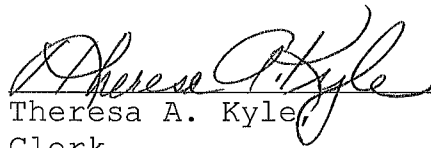
Ravi - yes
Mr. Eaton - yes
Mrs. Kyle - yes

MOTION: Ravi
Second: Harold F. Eaton
Unanimous

To adjourn the meeting
at 3:31PM.

Minutes taken by Kelly J. O'Connor.

Approved and endorsed:



Theresa A. Kyle
Clerk

Date: 9/23/24

TOWN OF SEABROOK BOARD OF SELECTMEN

AGENDA

August 5, 2024

Open Meeting at 9:30 A.M.

TURN CELL PHONES TO VIBRATE OR OFF PLEASE PLEDGE OF ALLEGIANCE

MEETINGS

- 1.) Meeting – Cote & Foster
- 2.) Monthly Meeting – Fire Chief
Departmental CIP Review
Ambulance Billing Data

NEW BUSINESS

- 1) Question of approving previous minutes of June 17 non-public, July 8 public & non-public, July 15 public and July 22 public.
- 2) Question of approving abatement for Lane Gordon – 74 Silver Street - \$2,165.88 and Matthew Nastasia – 32 Evergreen Drive - \$4,666.04.
- 3) Question of approving water service applications for Birch Real Estate, LLC. – 172 Tilton Street, SGI Group – 97 Railroad Avenue, Dwight & Marcee Souther – 41 Walton Road and Sweet Management Inc. – 72 New Zealand Road.
- 4) Question of approving sewer service applications for SGI Group – 97 Railroad Avenue, Dwight Souther – 41 Walton Road and Sweet Management Inc. – 72 New Zealand Road.
- 5) Question of approving an ERZ Zone request.
- 6) Question of approving Electricity Aggregation Contract.

QUESTIONS/COMMENTS

Board of Selectmen on any boards and/or committee meetings they have attended.

PUBLIC PARTICIPATION

NON-PUBLIC SESSION

RSA 91-A:3, II (e) negotiations



SEABROOK FIRE DEPARTMENT

87 Centennial Street

Seabrook, NH 03874

Phone: 603-474-2611 Fax: 603-474-5187

seabrooknh.info



William J Edwards

Fire Chief

603-474-3880

Lawrence "Koko" Perkins

Deputy Fire Chief

603-474-5300

Report of The Fire Department

Date: August 5, 2024

To: The Board of Selectmen
and William Manzi, Town Manager

Prepared By: William J Edwards, Fire Chief

Hello,

We wanted to start by reminding residents that Old home Day is Saturday August 17th. We will have a booth down there so make sure you visit and check out the other booths and events going on throughout the day. We wanted to thank Cassandra Carter and the Rec Department for putting this event together, it's always a huge success and we hear great feedback every year.

Tomorrow night our Police Dept is participating in National Night Out, this will be at Governor Weare Park. This event runs 5:30pm thru 7pm. Our department will also be there supporting this cause. Chief Walker does a great job making this night happen, so thank you to the Police Department for taking this on.

We are looking to set up our annual pick-up basketball game at Rockingham Village, which is tentatively set for August 20th. Still working out the details and will update the board when we firm up the date and time.



SEABROOK FIRE DEPARTMENT

87 Centennial Street

Seabrook, NH 03874

Phone: 603-474-2611 Fax: 603-474-5187

seabrooknh.info



William J Edwards

Fire Chief

603-474-3880

Lawrence "Koko" Perkins

Deputy Fire Chief

603-474-5300

The new fire engine approved by the voters a few years ago is now getting closer to delivery. Engine due for delivery at the end of September or beginning of October. Our team has another inspection once the truck is delivered to the vendor factory in Mass. We will make the board and manager aware as we get closer to a hard delivery date.

The new Ambulance is still going to be 2 plus years out. We haven't seen any changes in this time frame yet. We had discussed the possibility of ordering a second one at the end of this year to get the fleet caught up. I'm hoping that's something we can discuss during budget season.

Emergency Management:

Continuing to work on updating our Hazard Mitigation Plan with Rockingham Planning Commission, this is ongoing and will include the manager and board as we get closer to finalizing the plans.

Working with the Sewer department on the January flooding events. Almost completed looking at approx. \$15,000.00 reimbursement. Again this will be brought before the manager and the board as we complete the process.

Still working on a covid, category z "management costs" reimbursement should be completed and turned in by October. We are hoping to see some reimbursements through this process.



SEABROOK FIRE DEPARTMENT

87 Centennial Street

Seabrook, NH 03874

Phone: 603-474-2611 Fax: 603-474-5187

seabrooknh.info



William J Edwards

Fire Chief

603-474-3880

Lawrence "Koko" Perkins

Deputy Fire Chief

603-474-5300

Calls for Service Break Down:

2024 YTD

Fire Calls: 1189

Medical Calls: 1291

2024 Calls for service for Apartment only

Fire Calls: 66

Medical Calls: 244

2023 YTD

Fire Calls: 741

Medical Calls: 1224

2023 Calls for service for Apartments only

Fire Calls: 27

Medical Calls: 250

Respectfully,

William J Edwards

Fire Chief

Fire CIP 2025

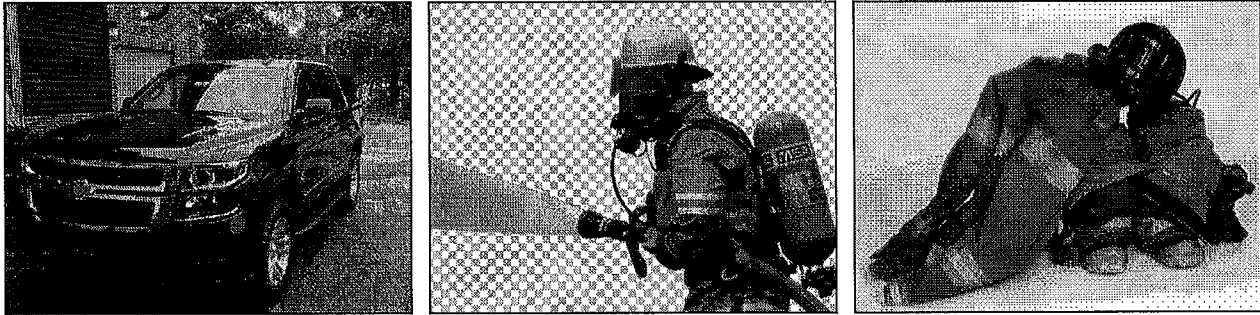
Departmental Review CIP 2025

BOS - August 5, 2024



Introduction

The 2025 CIP draft has been submitted. The Departmental "mini CIP" documents that will be submitted will allow the Board to focus on individual departments as they meet with the Board during their regular reports. Along with the budget the work done on the CIP is some of the most important work performed by policy makers. The decisions made through the 2025 CIP and the 2025 budget process will determine the tax rate in 2025.



The Fire CIP

The 2025 Fire CIP has been provided through the main CIP book. For the purposes of this document the focus will be on FY 2025, with the main CIP book providing opportunity to discuss later years separately. We will look at the ambulance inventory here and in so doing provide a clearer idea of a replacement schedule for these critically important vehicles. This concept will be expanded to all vehicles, with the vehicles that have proved problematic as far as planning goes, first up. On that basis the original Fire Department CIP will be amended to add ambulance requests in 2026 and 2027. I have attached to this report the current ambulance inventory and a prospective replacement schedule.

SCBA Purchase	\$320,000	SCBA Capital Fund	Pay/Go	No
Fund Fire Capital Fund	\$90,000	General Fund	Pay-Go	Yes
Replace Chase Vehicle	\$80,000	Ambulance Revolving	Pay Go	No
Replace Ambulance 44	\$340,000	Ambulance Revolving	PayGo	No
Total	\$830,000			

We see that the departmental requests for 2025 total \$830,000. The Department will only request one article for 2025, with all other requested spending coming from revolving or capital funds.

All of the requested warrant articles are pay/go. The tax impact for 2025 would be \$90,000.

Ambulance Inventory

	Year	Make Model	Plate	VIN	Mileage	Replace Year
Ambulance 43	2010	Ford Lifeline E450	G16519	1FDXE4FP2ADA06 402	108,188	2025
Ambulance 44	2013	Ford Lifeline E450	G10499	1FDXE4FS5DDA74 900	151,448	2026
Ambulance 45	2017	Ford Ambulance	G25587	1FDXE4FS6HDC00 218	100,915	2027

Town of Seabrook

Memorandum

To: Board of Selectmen

From: Town Manager

CC: Kelly O'Connor

ERZ Zone

July 30, 2024

I have attached a memo from Michael Bergeron from the State seeking a Town application for an ERZ Zone as described. Seabrook currently has 4 ERZ Zones, which offer qualifying businesses state tax breaks. There is no cost to the locality. Attached please find a description of the program. If there is approval I will file the requisite paperwork for the establishment of the Zone.

Economic Revitalization Zone

Frequently Asked Questions for Communities

What is the ERZ Program?

ERZ stands for Economic Revitalization Zone. The ERZ tax credit program, which is detailed in RSA 162-N, offers a short-term business tax credit for projects that improve infrastructure and create jobs in designated areas of a municipality.

Why were ERZs established?

ERZs were established to stimulate economic redevelopment, expand the commercial and industrial base, create new jobs, reduce sprawl, and increase tax revenues within the state by encouraging economic revitalization in designated areas.

How is an ERZ defined?

An Economic Revitalization Zone means a zone with a single continuous boundary, designated in accordance with the rules adopted under RSA 162-N:8, and having at least one of the following characteristics:

- A. Unused or underutilized Industrial Parks; or
- B. Vacant land or structures previously used for industrial, commercial, or retail purposes but currently not so used due to demolition, age, relocation of the former occupant's operations, obsolescence, deterioration, brownfields, or cessation of operation resulting from unfavorable economic conditions either generally or in a specific economic sector.

A community must request that a site or contiguous area be designated as an ERZ by the Department of Business and Economic Affairs. Each ERZ is evaluated every five years to assess whether the designation is still eligible.

How much is available for tax credits?

The State of New Hampshire designates \$825,000 statewide, per year, to be available for ERZ tax credits.

How long will this initiative be in place?

This program will be in place until Jan. 1, 2028, or until the state law governing ERZs is repealed or amended.

What is the process to create an ERZ in the community?

To apply for the tax credits a community must complete Form ERZ-1 available from the Department of Business and Economic Affairs. The application must include reference to the public record of acceptance by the governing body of the community.

How can a community benefit from ERZs?

Communities benefit from ERZs by the job growth of its businesses located in the community, and by potential growth of the local tax base due to expansion of the business's plant and equipment assets. For a business to qualify for an ERZ tax credit it must invest in plant or equipment and create a least one (1) new full-time job in the state, and meet the following criteria:

- The business must be physically located in an approved ERZ.
- Investment in plant or equipment must be made directly by the business applying for the ERZ tax credit.
- Jobs must be full time, direct employees, and not be contracted or "temp" jobs.
- The investment and the job creation must take place within one calendar year.

How is the credit calculated?

The credit is based on a percent of the salary for each new full-time job created and the lesser of: either a percent of the actual cost incurred for the project or a maximum credit for each new job created in the fiscal year

What is considered a full-time job?

A full-time job is at least 35 hours per week and is a permanent, year-round position.

How can a business in the community claim the credit?

The deadline to apply is Feb.10 of the year following the applicant's tax year. To apply for the tax credits, an applicant must complete form ERZ-2 available from the Department of Business and Economic Affairs website.

Who do I call with additional questions?

Contact the Division of Economic Development at (603) 271-2342.



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**

From: Bergeron, Michael
Sent: Wednesday, July 24, 2024 3:43 PM
To: wmanzie@seabrooknh.org
Cc: james@plumcreeket.com
Subject: State of NH--ERZ for 239 Walton Road

July 24, 2024

Bill, thanks for taking my call this afternoon.

Plum Creek from Mississippi has recently expanded to 239 Walton Road in Seabrook.

They are a great company that will revitalize this building and hire new employees.

The owners have asked me if Seabrook will designate their location in an ERZ so they can use state tax credits if they hire new full time employees over the NH current base and make capital investment.

They have excess vacant space and will be investing several million dollars in the building as well as hire new full-time employees.

Here is the link for applying to my office for this designation. Let me know if you have any questions.

It requires you to have the selectboard approve in their minutes. There is no cost or tax impact on the town. It helps attract and keep companies that are investing in Seabrook.

Let me know if you have any questions and when the town has approved.

I will pick up and bring to my office.

Thank you.

Michael

Michael Bergeron
Senior Business Development Manager

Division of Economic Development
Department of Business and Economic Affairs
State of New Hampshire
100 North Main Street
Suite 100
Concord, New Hampshire 03301
(M) 603-419-9163
nheconomy.com // choosenh.com // visitnh.gov
LinkedIn: www.linkedin.com/in/bergeronnhbiz

**CONSULTANT AGREEMENT
FOR MANAGEMENT OF
THE COMMUNITY CHOICE AGGREGATION PROGRAM
AND ENERGY-RELATED SERVICES FOR

TOWN OF SEABROOK**

This Consultant Agreement is made and entered into this day _____, 2024 (“Effective Date”), by and between the **Town of Seabrook** (“Municipality”), a municipal corporation having its principal place of business at 99 Lafayette Road, Seabrook, NH 03874 and **Colonial Power Group, Inc.**, having its principal place of business at 5 Mount Royal Avenue, Marlborough, MA 01752 (“Consultant”). It is agreed between the parties hereto as follows:

1. **TERM:** Subject to Section 13 below, this Agreement shall commence on the Effective Date and continue for a period of five years, and Municipality may renew this Agreement, at its discretion, for a subsequent term of equal duration with thirty (30) days written notice prior to the end of the initial term or any renewal term. Absent prior notice or termination by either party as described herein, this Agreement shall auto-renew for a period of twelve (12) months (collectively, the “Term”). In the event that the Municipality votes pursuant to RSA chapter 53-E to discontinue electrical aggregation, this Agreement shall terminate, and all obligations hereunder shall cease without liability to either party after all obligations pursuant to any electric services agreements signed by the Municipality have been satisfied.
2. **SCOPE OF SERVICES:**
 - a. The scope of services to be performed by the Consultant shall be all of the services required for the Municipality under RSA 53-E to (i) develop and obtain regulatory approval for an aggregation plan (“Aggregation Plan”) and (ii) implement and operate a municipal electric aggregation program (“Program”), including as described in Attachment A appended hereto and made a part hereof. Consultant shall perform its services using its best efforts, and with reasonable diligence and reasonable care and skill expected of similar participants providing similar services in the industry.
 - b. The Consultant represents and warrants that it: is approved by the New Hampshire Department of Energy as a provider of electric aggregation service and will remain approved throughout the Term of this Agreement; is thoroughly familiar with all laws and regulations of the State of New Hampshire addressing the aggregation of electricity consumers by municipalities; and shall perform all services under this Agreement in accordance with all applicable laws and regulations.
3. **CONTRACTUAL RELATIONSHIP:** The Consultant shall provide services described in the Scope of Services which are incorporated herein and made a part hereto, including all

addenda issued prior to execution of this Agreement. While performing the services under this Agreement, the Consultant and the Municipality agree, understand and recognize that the Consultant is an independent contractor, and, therefore: (1) the Consultant retains control over the means and method in the performance of the services to be provided under this Agreement, so long as such services are provided in accordance with terms and standards proscribed herein; (2) the service is performed outside the usual course of the business of the Municipality; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the services to be performed by Consultant hereunder.

4. **APPLICABLE LAW:** This Agreement shall be subject to and construed in accordance with the laws of the State of New Hampshire.

5. **PAYMENT TERMS AND SCHEDULE:** The Consultant shall, during the Term of this Agreement, receive a price of \$0.001 per kilowatt hour (kWh) for each kWh purchased by a participating consumer under the Municipality's Aggregation Program ("Consulting Fee"). The Consulting Fee shall be the complete price for all services furnished and all expenses incurred by the Consultant and shall be paid directly to the Consultant by the supplier providing power supply service to the Aggregation Program ("Competitive Supplier") pursuant to an electric services agreement ("ESA"). The Municipality shall not have any liability with respect to such payment, including, without limitation, in the event of any failure of the Competitive Supplier to make such payments. Consultant shall be paid the Consulting Fee by Municipality's selected Competitive Supplier(s) for the duration of the supply term of any ESA(s) entered into by the Municipality during the Term of this Agreement, regardless of whether Consultant's services have been terminated prior to the expiry of the term, except in the event of a termination for cause under Section 13 below. Notwithstanding the foregoing, the Municipality may, before the execution of any ESA with any Competitive Supplier, and in its sole discretion, elect to discontinue, at any time and for any reason, its Aggregation Program, and in such event, terminate this Agreement without any liability. In the event the Municipality enters into an ESA with a Competitive Supplier, nothing in this Agreement shall prevent the Municipality from terminating such ESA with the Competitive Supplier and, thereafter, this Agreement without any liability.

6. **DEBARMENT; NON-COLLUSION:** The Consultant certifies under penalty of perjury that it is not presently debarred from entering into a public contract in the State of New Hampshire; and that its bid or proposal, if any, submitted in response to any solicitation culminating in this Agreement was made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

7. INDEMNIFICATION:

- a. In addition to all other rights and remedies available to the Municipality, Consultant agrees as follows: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and hold harmless the Municipality, its officers, officials, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, judgments, awards, fines, penalties, claims, demands, losses, costs, and expenses (including reasonable attorney's fees), arising at law or at equity, and which may be asserted by any third party or government authority arising out of or in connection with the performance of this Agreement by the Consultant, its employees, agents or other persons acting on Consultant's behalf or for whom Consultant is responsible, including, but not limited to, negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors, any violation of this Agreement, or any violation of any applicable laws, rules, or regulations.
- b. The Consultant further agrees to reimburse the Municipality for damage to the Municipality's real or personal property caused by the Consultant, its employees, subcontractors, or agents, unless damage is caused by the Municipality's gross negligence or willful misconduct.
- c. The existence of insurance shall in no way limit the scope of this indemnification obligation set forth in this Section 7.
- d. After prompt notification of a claim by the Municipality, the Consultant shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment related to any claim subject to indemnification under this Section 7.
- e. The Municipality shall not be liable for any costs incurred by the Consultant arising under this Section 7.

8. INSURANCE:

- a. The Consultant shall maintain, during the full Term of this Agreement, the insurance set forth below.
 - i. General Liability
\$1,000,000 per occurrence
\$2,000,000 aggregate
 - ii. Automobile Liability

\$1,000,000 hired/non-owned automobiles

iii. Workers' Compensation Insurance

\$1,000,000 employer's liability limit

iv. Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

v. Umbrella Liability Insurance

Minimum Coverage \$3,000,000 per occurrence

b. Such insurance shall be written on an occurrence basis, be primary and non-contributory, and shall provide by endorsement that the Municipality is added as an additional insured to the General Liability policy, that Consultant waives rights of subrogation, and that the Municipality shall receive thirty day's advance written notice of any cancellation, modification, or amendment of any such insurance policy.

c. Prior to commencement of any work under this Agreement, the Consultant shall provide the Municipality, at its request, with Certificates of Insurance which include the Municipality as an additional named insured, and which include a thirty-day notice of cancellation, modification, or amendment to the Municipality.

9. ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign, subcontract or underlet the Agreement without the previous written consent of the Municipality's governing body or its designee.

10. AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing and signed by officials with authority to bind the Consultant and the Municipality.

11. ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that any failure of the Consultant to perform, timely and properly, all services required by this Agreement, such as, without limitation, Consultant's abandonment or delay of services, Consultant's failure to supply required deliverables or reports in accordance with this Agreement, or violation of any applicable laws, rules, or regulations, shall be a breach of this Agreement for which the Municipality may terminate the Agreement under Section 13 below. The Municipality may, in the event of such termination, or in lieu of termination but without waiver of its right to terminate the Agreement, and by whatever legal remedies are available to it, complete or cause to be completed, the work or services not performed (or not properly or timely performed) by Consultant, and the Consultant shall be responsible for the entire cost of the Municipality's completion of such work or services. Consultant shall forthwith pay such costs to the Municipality, as well as any and all losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the

Municipality by reason of completing such work or services. In such event, except as may be required by law, the Municipality shall have no obligation to have such work and services performed at the lowest price.

- 12. PROCUREMENT ERRORS:** If errors in the procurement or bidding laws or regulations of the state, whether said errors were made by the Consultant or the Municipality, are found to exist by any agency of the state or by any court of competent jurisdiction, this Agreement may be voided by the Municipality without liability. The Municipality makes no representations concerning the applicability or inapplicability of any procurement or bidding laws to this Agreement.
- 13. TERMINATION:** The Municipality may terminate this Agreement without penalty upon one hundred eighty (180) days' notice, or in accordance with any other provision of this Agreement allowing for termination, or as may otherwise be permitted by law. It is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement shall be sufficient cause for the Municipality to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant, which five-day period shall not constitute a cure period.
- 14. SEVERABILITY:** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless such invalidity materially and adversely affects an essential purpose of this Agreement, in which event the entire Agreement shall be deemed invalid.
- 15. ENTIRE AGREEMENT CLAUSE:** The Municipality and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Municipality and the Consultant, and no other binding agreement exist other than those incorporated herein.

IN WITNESS WHEREOF, the Consultant and the Municipality have each executed this Agreement as of the dates written below.

For: Colonial Power Group, Inc.
By:

For: Town of Seabrook
By:

Mark Cappadona, President

William Manzi, Town Manager

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

1. DEVELOPMENT OF AGGREGATION PLAN

The Consultant shall fully cooperate with and assist the Municipality and its agents in connection with the preparation of an electric aggregation plan pursuant to RSA 53-E (“Aggregation Plan”). The Aggregation Plan shall describe in sufficient detail the structure, operations, objectives, rate setting, and policies and procedures of a municipal aggregation program for the benefit of consumers located in the Municipality (“Program”) and shall contain all necessary terms and provisions as required by RSA chapter 53-E.

Consultant’s services to assist in the preparation of an Aggregation Plan shall include meeting with representatives of the Municipality and the Municipality’s consumers at such times and with such frequency as reasonably prudent; preparing the Aggregation Plan in consultation with the Municipality; soliciting approval of the Aggregation Plan from the New Hampshire Public Utilities Commission (“Commission”) and the Municipality’s governing body or its designees; and preparing and helping to disseminate public education materials regarding the Aggregation Plan for the Municipality’s consumers and presentation to the Municipality’s legislative body.

The Consultant shall provide an initial draft Aggregation Plan for consideration of the Municipality’s Energy Committee on or before October 1, 2024, with the goal of providing a final proposed Aggregation Plan sufficient for the conduct of the Municipality’s hearings pursuant to RSA 53-E:6 on or before December 1, 2024.

2. PROCUREMENT AND PRODUCT STRATEGIES

After obtaining all necessary approvals for the Aggregation Plan, the Consultant shall obtain and analyze the electrical load data for all consumers of electricity in the Municipality. The Consultant will evaluate market conditions and advise the Municipality on the timing of Program launch. The Consultant will continually monitor market conditions and make recommendations on supply and energy service decisions (timing, product options) following initial launch. The Consultant will consult with and advise the Municipality on options and strategies for formulating Program product offerings.

3. PREPARATION AND ISSUANCE OF RFP's FOR POWER SUPPLY

The Consultant shall develop Requests for Proposals (“RFPs”) for all power supply solicitations for review and approval by the Municipality. In general, such RFPs will include several components, including, but not limited to:

1. consumer account information, including historical kWh usage and installed

- capacity tag if provided by local distributor;
- 2. a request for pricing for supply products and term lengths as defined by the Municipality;
- 3. qualification criteria for supplier selection;
- 4. standard form energy services agreement between the chosen supplier and the Municipality on behalf of eligible and participating consumers; and
- 5. such other information as required by the Municipality.

The Consultant shall assist the Municipality with the review and analysis of all responsive bids from suppliers and shall recommend any bid(s) that best meet the goals and objectives of the Program including, for example, resulting Program rates that are projected to provide electrical rate savings when compared to default service or other competitive suppliers. The Consultant will evaluate each supplier's bid based on price, the supplier's modifications to the Aggregation Plan's standard and preferred contract terms and conditions, reputation of supplier, previous experience serving municipal aggregation programs, demonstrated ability to accurately and responsively manage a program with large numbers of consumers and consumer accounts, and such other criteria set forth in the RFP. The Consultant shall conduct a reasonable investigation of the qualifications and responsibility of each bidder, including verifying references for similar supply contracts, if available.

4. BROKER SERVICES AND CONTRACT NEGOTIATIONS

The Consultant shall, in consultation with the Municipality, act as the Municipality's broker during any procurement process. The Consultant shall, at the direction of the Municipality, negotiate final terms and conditions of any contract with prospective suppliers. Consultant shall have no authority to bind the Municipality, except as expressly authorized by the Municipality; Consultant shall advise all prospective suppliers of same.

5. CUSTOMER ENROLLMENTS AND TRANSITIONS

After approval and execution of an energy services agreement between the Municipality and a supplier, the Consultant shall take all measures necessary to effectuate a seamless consumer enrollment into the Program or transfer between suppliers, as applicable. In the case of initial Program launch, the Consultant will obtain requisite customer data from the local distributor for consumer enrollment. In cases where the Municipality selects a new supplier for its Program, the Consultant shall facilitate a seamless transition from one supplier to another. Whenever applicable, the Consultant shall lead and manage any consumer opt-out and enrollment process in coordination with the Municipality's supplier.

The Consultant shall have established procedures to promptly respond to:

- 1. consumer queries and problems;
- 2. supplier problems;
- 3. local distributor problems; and
- 4. media queries.

6. PUBLIC EDUCATION

The Consultant shall, in consultation with the Municipality, prepare or cause to be prepared all informational and educational materials to be made available to all prospective Program participants, and to the media if applicable, including but not limited to prior to any meeting of the legislative body voting on the adoption of an Aggregation Plan and just prior to the Program's launch.

7. LEGAL ASSISTANCE

The Consultant shall prepare all reports and filings as may be required by the Commission and/or New Hampshire Code of Administrative Rules Chapter Puc. 2200, and any other state agency if applicable. The Consultant shall further participate in all regulatory proceedings as may be necessary to approve and implement the Aggregation Plan and/or the Program.

8. PROGRAM MANAGEMENT

The Consultant will administer and provide oversight of the Program including, without limitation:

1. monitor suppliers' compliance with all contract terms and conditions;
2. resolution of contract issues;
3. oversee and coordinate consumer opt-ins and opt-outs with Municipality's supplier(s);
4. help to resolve any issues between suppliers and the Local Distributor;
5. prepare and submit to the Municipality written quarterly updates on Program operations;
6. provide a toll-free phone number and host a website where consumers of the Municipality can seek information and seek resolution of issues or complaints about the Program; and
7. provide updates to and attend meetings with Municipality officials, Municipality Committees, and the public as needed.