

TOWN OF SEABROOK

SELECTMEN'S MEETING

SEPTEMBER 23, 2024

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

Ravi opened the meeting at 10:03AM.

BOARD REORGANIZATION

MOTION: Ravi To nominate Harold F.
Second: Theresa A. Kyle Eaton as chair.
Unanimous

MOTION: Harold F. Eaton To nominate Theresa A.
Second: Ravi Kyle as vice-chair.
Unanimous

MOTION: Theresa A. Kyle To nominate Ravi as
Second: Harold F. Eaton clerk.
Unanimous

MEETING - REPORT OF WATER & SEWER SUPERINTENDENT

Curtis Slayton was present for his reports (see attached).
There was discussion on Sun Valley receiving water and the
average bill is approximately \$9500/month.

Ravi questioned the cybersecurity system within the town. Mr.
Manzi said water and sewer a little different than what he is
looking at for the town. He said there is a meeting scheduled
for October 3 and he will have a report back to the board.

There was discussion on the bio-solids and what percent is
actual water. Phase II should help the town to reduce the cost
in getting rid of the biosolid.

Mr. Eaton asked about the AARPA funding projects the transformer
is one. Mr. Slayton said he has hit a little snag with this
one. He tried to piggyback on with the HUD grant in order to
cross the finish line without missing anything. The second is
water meter purchases. Mr. Slayton said they have been ordered
and coming in batches but almost completed.

WATER - CIP

Mr. Slayton said the water well maintenance is the same as it
has been in the previous year. The water tank inspection is
required by DES every 5 years. The water search and lead pipe

is the same article that was on the ballot last year but did not pass. Part of this is to identify the materials used to get from the water main to the curb-stop and then curb-stop to the house. 1.2 million of this projects, is the lead and copper piping required by the EPA. Ravi asked if it would be better to separate out the 2 projects. Mr. Manzi asked bond counsel if it would be proper to merge both projects into 1 project. There has been no input from bond counsel at this time, but it may turn out that it becomes 2 articles.

There was discussion on why the article didn't pass in 2024 and perhaps further public outreach is needed. Also, having a breakdown of the cost the taxpayers will incur will have an impact on whether or not the article passes.

MOTION: Harold F. Eaton To approve the water CIP
 Second: Ravi for 2025.
 Unanimous

Mr. Manzi explained how these articles will affect the rate for water and sewer based on the articles passing town meeting. This is something the board will need to assess when setting rates for 2025 from the enterprise funds.

SEWER - CIP

Mr. Slayton the article is for phase II of the sewer plant. He explained what he would be looking to do within this phase of the project. Ravi feels it is important to do some public outreach regarding this project as well.

MOTION: Ravi To approve the sewer CIP
 Second: Harold F. Eaton for 2025.
 Unanimous

Ravi asked if they could move the public comment section so some of the individuals in the audience can participate and then go about their day. Mr. Eaton said this is a good idea and will move the public participation before new business.

MEETING - AFFINITY LIGHTING

Steve Lieber was present for the meeting. He gave a brief overview of his company and what they can do for the town. There is an annual savings of \$102,192 with potential for further savings. The project will cost about \$900K but the project has a lifetime savings of \$2 million or \$1.1 million ROI. There was discussion on the municipal lease agreement.

There was discussion on the uncalculated benefits that will save the town additional money. There is an ability to turn these lights on and off remotely so the money paid in OT for this function currently would no longer be needed.

Steve Lieber discussed the type of equipment that would be installed including at Governor Weare Park and Veterans Park. He discussed the scenes that can be preprogrammed for the different types of recreational activities. All of this can be controlled remotely by employees and/or coaches. This is done with an access code, and they would only have access to what they need. Training is provided for all who need it and is included in the cost. Disposal of the old lights when the project is being done is the responsibility of Affinity.

Mr. Manzi has forwarded the data to town counsel including the municipal lease. They would need to get the recreation center included in the proposal.

<u>MOTION:</u>	Ravi	To give authority to the
Second:	Harold F. Eaton	town manager to move
Abstain:	Theresa A. Kyle	forward with contracts
		with inclusion of the
		recreation center and
		review of town counsel.

PUBLIC COMMENT

George Elicker - 41 Railroad Avenue - is concerned with the reassessment of the property values. Once this happens the taxpayers feel this is going to increase the property taxes. Ravi said the tax bill is broken down into different components. The municipal tax, school tax, county tax and stated education and the Board of Selectmen only have control over the municipal tax portion. Ravi said the reassessment does not control the property taxes and explained it is proportionate to the rate of the taxes and his assessed value.

George Elicker also mentioned immigrants who are now being employed at Market Basket and don't speak English and buses who are dropping the immigrants off at Seabrook Inn and people in town are frustrated. Ravi said he contacted the owner of Seabrook Inn who advised him that they did not have any drop offs at Seabrook Inn.

The board can have the town manager look and see what is within the jurisdiction that can be done. Mr. Manzi said he will get a legal opinion, but it is really a federal issue. Regarding the

encampments on the rail trail and the board have ordered that these encampments be broken up and moved along. These people have moved to private property, and it is not under their jurisdiction to remove individuals from private property. Mr. Eaton said they are limited in what they can do especially if it is on private property.

Matthew Nastasia - 32 Evergreen Drive - last winter he had a frozen pipe while he was away for the winter. He was abated half of the cost for the sewer portion, but the water portion is steep and would like to submit an offering and compromise for the water bill. He said the water bill is about \$5K and cannot afford the bill. Mr. Eaton asked if he has reached out to the welfare department to seek any assistance available. Ravi said the board is extremely empathetic to his situation but have to look at all implications of the abatement request. Mrs. Kyle reiterated he should speak to the welfare agent as there are some agencies out there that would be willing to pay this bill.

Board took a break at 1:04PM. Board reconvened at 2:02PM.

PREVIOUS MINUTES - JUNE 17 NON-PUBLIC, JULY 8 PUBLIC & NON-PUBLIC, JULY 15 PUBLIC, JULY 22 PUBLIC, AUGUST 5 PUBLIC & NON-PUBLIC AND AUGUST 29 PUBLIC

<u>MOTION:</u>	Ravi	To approve June 17
Second:	Harold F. Eaton	non-public minutes.
Unanimous		
<u>MOTION:</u>	Ravi	To approve July 8 public
Second:	Harold F. Eaton	& non-public minutes.
Unanimous		
<u>MOTION:</u>	Ravi	To approve July 15
Second:	Theresa A. Kyle	public minutes.
Unanimous		
<u>MOTION:</u>	Ravi	To approve July 22
Second:	Theresa A. Kyle	public minutes.
Unanimous		
<u>MOTION:</u>	Ravi	To approve August 5
Second:	Harold F. Eaton	public & non-public and
Unanimous August 29 public minutes		

ENCUMBRANCES - \$1,335,216.17

Mr. Manzi explained what this is for.

MOTION: Theresa A. Kyle To approve and sign the
Second: Ravi encumbrances.
 Unanimous

MS-535 FORM

Mr. Manzi explained what this form is for.

MOTION: Harold F. Eaton To approve and sign the
Second: Theresa A. Kyle MS-535 Form.
 Unanimous

REFUND

JPO Seabrook LLC. - 9 Batchelder Road

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle refund.
 Unanimous

ABATEMENTS

- Robert Baker - 92 South Main Street - \$159.64
- Samantha Real Estate Development LLC. - 28 Weare Road - \$283.93
- Stephen & Vanessa Rando - 92 Concord Street -\$217,813.20
- James & Barbara Lafave - 80 Lillian Avenue - \$1205.30
- Aquarion Water Co. - Sun Valley - \$2,429.30
- Zarlengo Revoc Family Trust - 157 Franklin Street - \$956.99

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle abatement for 92 South
 Unanimous Main Street.

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle abatement for 28 Weare
 Unanimous Road.

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle abatement for 92 Concord
 Unanimous Street.

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle abatement for 80 Lillian
 Unanimous Avenue.

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle abatement for Sun
 Unanimous Valley.

MOTION: Ravi To approve and sign the
Second: Theresa A. Kyle abatement for 157

Unanimous

Franklin Street.

ABATEMENT/REFUND REQUEST

Karen Prescott - 31 River Street - \$182.18

Mr. Slayton explained this resident was explained that by keeping the water on they were at risk for this happening. He is not recommending this request.

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

To deny the request as recommended by the superintendent.

WATER SERVICE APPLICATIONS

Sylas Slayton - 32 Parkersville Lane
John Costa - 62 Pine Street
Barbara Smith - 56 Rocks Road
Deborah Johnston - 93 Viola Circle

MOTION: Ravi
Second: Theresa A. Kyle
Unanimous

To approve and sign all water applications.

SEWER SERVICE APPLICATIONS

Sylas Slayton - 32 Parkersville Lane
Barbara Smith - 56 Rocks Road
Birch Real Estate - 172 Tilton Street
Stephen Galinsky - 5 Nashua Street

MOTION: Ravi
Second: Theresa A. Kyle
Unanimous

To approve and sign all sewer applications.

HAWKERS & PEDDLERS LICENSE

Dean Manemanus - Ice Cream Truck

MOTION: Ravi
Second: Theresa A. Kyle
Unanimous

To approve and sign the hawkers & peddlers license.

TOWING ROTATION APPLICATION

Lemay's Towing & Auto Repair LLC.

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

To hold this item until the next meeting.

ERZ ZONE DESIGNATION - 239 WALTON ROAD

Mrs. Kyle asked if this has been sub-divided into different parcels. Mr. Manzi explained what this request is for and that it was from a previous meeting.

MOTION: Ravi To approve the request
Second: Harold F. Eaton to designate 239 Walton
Abstain: Theresa A. Kyle Road as an ERZ Zone.

HUMAN SERVICE REQUESTS 2025

Mr. Manzi said some have requested an increase and some are a carry forward from the previous year. Mr. Eaton feels the organization should be active in the community and the town should be a direct benefit of their service. Ravi feels if there is an increase requested there should be some sort of justification for the increase.

MOTION: Theresa A. Kyle To approve the requests
that have no increase.

Mr. Eaton would like to review the information and come back to this item.

No second, motion failed.

MUNICIPAL ELECTRICITY AGGREGATION COMMITTEE

Mr. Manzi explained what the aggregation committee is for. This will be included on the 2025 warrant.

MOTION: Harold F. Eaton To form an Electric
Second: Ravi Aggregation Committee,
Unanimous which will be comprised
of the 3 selectmen, to
develop a plan for an
aggregation program
pursuant to RSA 53-E:6.

BILLBOARD PROPOSAL - WRAP CITY

Mr. Manzi said this is a follow up from a previous meeting. Town counsel had made some changes, and the applicant accepted the changes. The abutters signed a letter of support except for one who was not reachable. Mr. Manzi said with the board approval they still have some other boards to get through including the town zoning board. There is no co-location in this proposal. Mr. Manzi said he can go back to the applicant and ask approval and add in the language if approved. This item will come back before the board at the next meeting. Mrs. Kyle feels they are being petty as this is a very large taxpayer in town and also a charitable person to the town. Ravi doesn't

disagree with Mrs. Kyle but when something new comes into the town they need to look at all possibilities and think through these things. They will let the contract stay as is but make some provisions for future contracts.

MOTION: Ravi To approve the contract
Second: Theresa A. Kyle for the billboard.
Unanimous

NON-PUBLIC SESSION

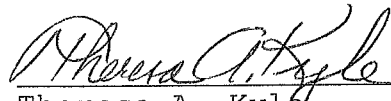
MOTION: Ravi To go into non-public
Second: Harold F. Eaton session under
Unanimous RSA 91-A:3, II (c) tax
deeding & (e)
negotiations.

Roll call:
Mr. Eaton - yes
Mrs. Kyle - yes
Ravi - yes

MOTION: Theresa A. Kyle To adjourn the meeting
Second: Harold F. Eaton at 4:39PM.
Unanimous

Minutes taken by Kelly J. O'Connor.

Approved and endorsed:



Theresa A. Kyle,
Clerk

Date: October 7, 2024

TOWN OF SEABROOK BOARD OF SELECTMEN

AGENDA

September 23, 2024

Open Meeting at 10:00 A.M.

TURN CELL PHONES TO VIBRATE OR OFF PLEASE PLEDGE OF ALLEGIANCE

BOARD RE-ORGANIZATION

MEETINGS

- 1.) Meeting - Report of the Water & Sewer Superintendent
Discussion – Water & Sewer CIP
- 2.) Meeting – Affinity Lighting – Lighting Program Discussion

NEW BUSINESS

- 1) Question of approving previous minutes of June 17 non-public, July 8 public & non-public, July 15 public, July 22 public, August 5 public & non-public and August 29 public.
- 2) Question of approving encumbrances for \$1,335,216.17.
- 3) Question of approving MS-535 form for DRA.
- 4) Question of approving refund for JPO Seabrook LLC. – 9 Batchelder Road.
- 5) Question of approving abatements for Robert Baker – 92 South Main Street - \$159.64, Samantha Real Estate Development LLC. – 28 Weare Road - \$283.93, Stephen & Vanessa Rando – 92 Concord Street - \$217,813.20, James & Barbara Lafave – 80 Lillian Avenue - \$1205.30, Aquarion Water Co. – Sun Valley - \$2,429.30 and 2021 Zarlengo Revoc Family Trust – 157 Franklin Street - \$956.99.
- 6) Question of accepting recommendation of an abatement/refund for Karen Prescott – 31 River Street - \$182.18.
- 7) Question of approving water service applications for Syllas Slayton – 32 Parkersville Lane, John Costa – 62 Pine Street, Barbara Smith – 56 Rocks Road and Deborah Johnston – 93 Viola Circle.
- 8) Question of approving sewer service applications for Syllas Slayton – 32 Parkersville Lane, Barbara Smith – 5 Rocks Road, Birch Real Estate – 172 Tilton Street and Stephen Galinsky – 5 Nashua Street.
- 9) Question of approving hawkers & peddlers license for Dean Manemanus – Ice Cream Truck.
- 10) Question of approving towing rotation application for Lemay's Towing & Auto Repair LLC.
- 11) Question of approving ERZ Zone Designation – 239 Walton Road.
- 12) Question of approving human service requests for 2025 Town Warrant.
- 13) Question of formation of municipal aggregation committee.
- 14) Question of approving billboard proposal – Wrap City.

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 (c) tax deeding & (e) negotiations

Seabrook Water & Sewer Department

PO Box 456
Seabrook, NH 03874
(603)-474-9921

MEMORANDUM

To: Board of Selectmen

Cc: William Manzi III; Town Manager

From: Curtis Slayton; Water & Sewer Superintendent

Date: August 19, 2024

Subject: Monthly Report from May 15th to Date

Below is a list of activities ongoing and completed by the Water & Sewer Department staff since the last report.

WATER

- Responded to 120 requests for service to include water turn on/off, inspections and meter repairs.
- Responded to 184 dig safe requests.
- 33,849,000 gallons of treated water were pumped into the distribution system in May, 34,398,000 gallons in June and 39,809,000 in July
- Meter reads were completed on the first of every month.
- Second quarter water and sewer bills were sent out at the end of July.
- Seabrook started supplying water to Sun Valley in Hampton in the last week of June.
- Monthly Bacteria samples were completed.
- Grounds keeping
- Hydrant painting ongoing.
- Hydrant replacement at the WWTF and 238 Walton Rd.
- GIS work on going.
- Prepared disk golf course for grand opening.
- The raw water line feeding treatment facility started leaking at the 90-degree elbow. The staff replaced the elbow the same afternoon the leak started.
- Watermain repair at 5 Main Street and 180 South Main St.
- Curbstop repairs at 216 South Main St and 255 Atlantic Ave.
- Superintendent and Chief Operator attended Interconnection study meeting, Cyber security meetings.
- The Ground Water Management Plan is still being maintained by staff.
- Pressure washed buildings.

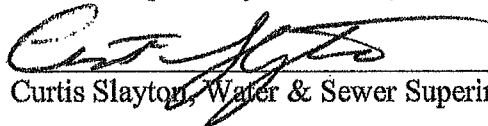
- New loader backhoe was delivered to the Water Department and the 2015 loader backhoe was delivered to the Sewer Department. The 1989 loader backhoe is ready for auction.
- Witnessed water service installations at 85 Ledge Rd.
- Lead and Copper testing completed this quarter.
- The Chief organized 2 different training events. CPR one week and First Aid the next.
- Brush hogged Pineo Farm field and disk golf.
- Repainted speed bumps and other yellow caution markings around the parking lot.
- Water department staff tested the Police Department's water meter in place as a training activity.
- Hydra Tech replaced operating nuts on 4 gate valves.
- Water Department staff participated in police night out and ran a hydrant for the kids at the Rec.
- Completed the NHDES cybersecurity grant, please see the attached letter from The Overwatch Foundation.

SEWER

- * 26 million gallons of wastewater treated in May, 25 million gallons in June and 25 million gallons in July.
- * 152 tons of biosolids were sent out in May, 130 tons in June and 126 tons in July.
- * Monthly operation reports sent to NHDES and USEPA
- * Daily lab work 7 days a week
- * Grounds keeping
- * Weekly pump station checks
- * The Sun Valley emergency sewer connection was made to the Seabrook sewer system. The line was tested and the valves were chained shut.
- * The cleaning of the larger pump station wet wells was completed
- * Rocks Road pump station overflow due to SCADA failure. All notifications were made with clean up.
- * Monitored chemical deliveries.
- * Maintenance was performed on the following pumps, Worthley, Causeway, Pinecrest, Mill Ln, Dows Ln, Batchelder Rd, 107 and A street.
- * New guide rail system installed in the Stans Way pump Station
- * Replaced float switch at Phoenix Way pump station.
- * A new ethernet wire was run to the influent building from ops.
- * Pressure washed sidewalks.
- * Margaret Whitcomb from Bow NH excepted the Lab Technician position.
- * Changed engine oil in the Jett Rodder.
- * Repaired the throttle pedal in the pump truck.
- * Attended EPA video meeting about the new general permit.
- * Swapped aeration tanks

- * Jet rodded 5.8 miles of sewer mains
- * Tested communication alarms at all stations.
- * Replace motor on the Muffin Monster at Rocks Road.
- * Replaced switch for blower in the 286 vault.
- * Worked on the Sludge Building ventilation system
- * Repaired float system for outfall pumps
- * Staff attended FEMA, TRC, Master plan meeting, Preconstruction meeting and Safety committee meeting.
- * Sewer department staff provided assistance on the larger water main breaks.
- * Switched contact tanks
- * Washed outfall pumps basket strainers.
- * Replaced bolts on rotor #2
- * Fixed leak in offline chlorine contact tank.
- * 107 Pump station gen set repair, pressure regulator issue.
- * Rt 1A gen set repair, over speed issue
- * Simplex station repair at 51 Atlantic.
- * Forklift was delivered.
- * Change pressure belt on press #1
- * Replaced pump at Viola Circle
- * Replaced bisulfite pump at dechlor building.

Respectfully submitted,



Curtis Slayton, Water & Sewer Superintendent



THE OVERWATCH FOUNDATION
CONSTITANS MIGILANTIA

Seabrook Water Department
550 Route 107
Seabrook, New Hampshire 03874

On behalf of The Overwatch Foundation ("OVW"), we want to thank you for your commitment to cybersecurity and the protection of the citizens of New Hampshire, and formally congratulate the Seabrook Water Department on the successful completion of the Community Drinking Water Cybersecurity "In a Box" program on 18 July 2024.

Our Community Drinking Water Cybersecurity "In a Box" program is based on three basic elements: cybersecurity best practices, hardware and software "in a box," and ongoing training and support. The Seabrook Water Department has worked countless hours, in tandem with their SCADA integrator and OVW, to attack the three elements of the program and is now one of the first grant recipients to complete the program.

It has been our honor and privilege to work with your staff on the upgrade and security of Seabrook's drinking water systems. Your dedication to both the town and the State of New Hampshire is commendable.

Congratulations, Seabrook Water Department!

Sincerely,

Alyssa C. Rosenzweig,
Deputy Director

SEABROOK WATER DEPARTMENT

Water Delivered

Year: 2024 Month: May

Gravel Packed Wells

1: 4,758,000

3: 5,902,000

7: 324,000

Plant: 22,865,000

Total: 33,849,000

Previous Month / Year May-23 Total 37,361,000

Previous Month / Year May-22 Total 34,575,000

Respectfully submitted: George M. Eaton Chief Op

Date: 6/3/2024

SEABROOK WATER DEPARTMENT

Water Delivered

Year: 2024 Month: June

Gravel Packed Wells

1: 5,532,000

3: 0

7: 3,847,000

Plant: 25,019,000

Total: 34,398,000

Previous Month / Year Jun-23 Total 36,487,000

Previous Month / Year Jun-22 Total 34,943,000

Respectfully submitted: George M. Eaton Chief Op

Date: 7/2/2024

SEABROOK WATER DEPARTMENT

Water Delivered

Year: 2024 Month: July

Gravel Packed Wells

1: 6,768,000

3: 6,514,000

7: 174,000

Plant: 26,353,000

Total: 39,809,000

Previous Month / Year Jul-23 Total 34,719,000

Previous Month / Year Jul-22 Total 39,719,000

Respectfully submitted: George M. Eaton Chief Op

Date: 8/1/2024

Water CIP 2025

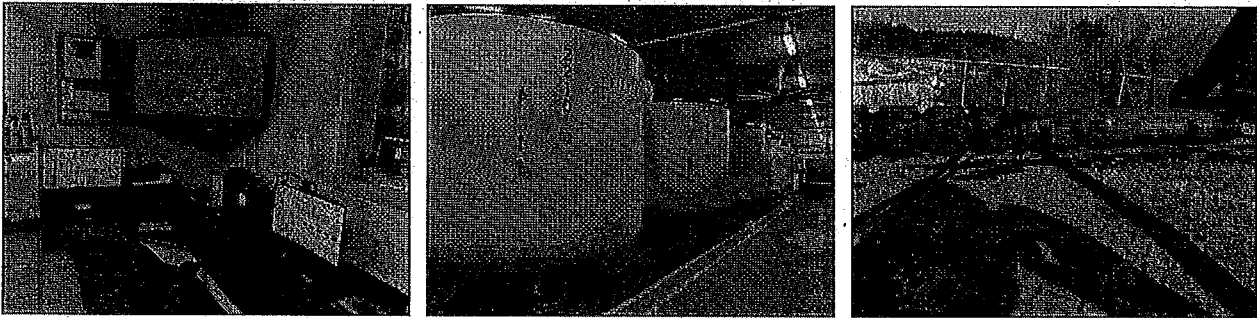
Departmental Review CIP 2025

BOS September 23, 2024



Introduction

The main CIP book has been delivered. This departmental CIP overview will concentrate on 2025 and assist in preparation of the warrant. Water and sewer is now fully enterprise in terms of accounting. The 2025 requests will build on what was presented to the voters in 2024 with unsuccessful results for two major bond issues. The 2025 warrant will have enormous impact on the water and sewer budgets for 2025 and beyond as there are major capital expenses dead ahead.



The Water CIP

The 2025-2031 Water CIP has been provided through the main CIP book. The focus here is on 2025. The water search bond request has increased significantly, coming in at \$9,800,000. This has occurred for two reasons. The capital plan shows us a project for Lead Service Identification/Replacement at \$1,200,000. That CIP item is shown as being for 2025, and with a federal mandate it is recommended that we proceed. Since we are looking at bond finance we have inserted the \$1.2 million into the water search number, which had moved up from \$8.2 to \$8.6 million. That is how we arrived at the \$9.8 million number. That number is for two separate CIP projects.

The standard water well maintenance article is requested at the same financial level as last year. The water tank inspection and cleaning article is a state mandate, and the amount differs from what was listed in the CIP book as the estimate has changed.

Water Search & Lead Pipe	\$9,800,000	Water Sewer Enterprise	Bond Finance	Yes
Water Well Maintenance	\$65,000	Water Sewer Enterprise	Pay-Go	Yes
Water Tank Inspection	\$40,000	Water Sewer Enterprise	Pay-Go	Yes
Total	\$9,905,000			

We see that the departmental requests for 2025 total \$9,905,000. The Department requests warrant articles for all three.

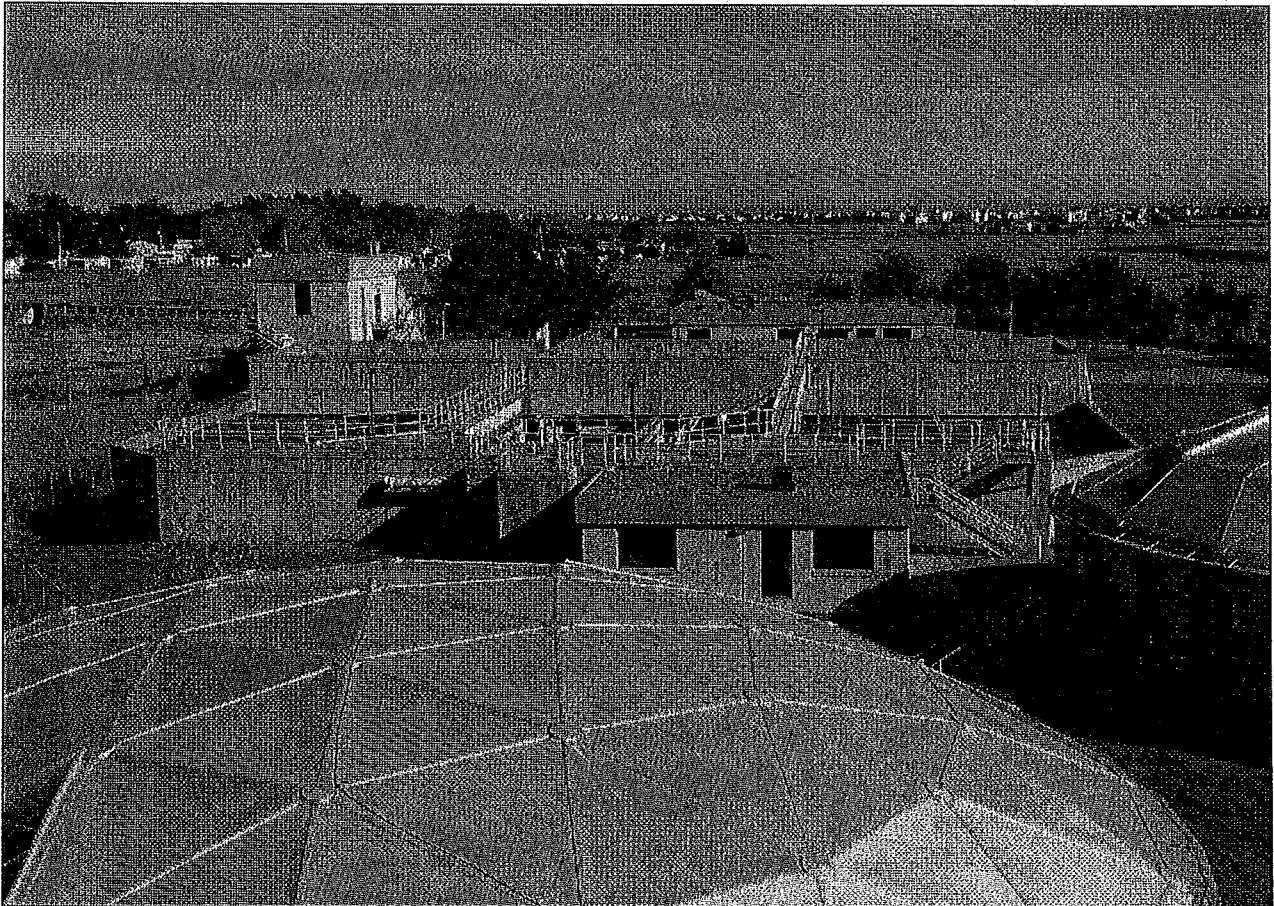
The bond finance would add, in year 1 of the repayment schedule (likely 2026), (assuming a twenty year amortization) about \$525,000 to the water budget. (Interest rate assumption of 3%)

The other two articles would add \$105,000 on a one year basis to the FY 2025 budget. The 2025 budget will reflect the \$105,000 if approved by the Board. Bond counsel will advise on when the first obligation will occur for the bonding if approved. The 2025 budget may reflect some bond expense depending on that advice.

Sewer CIP 2025

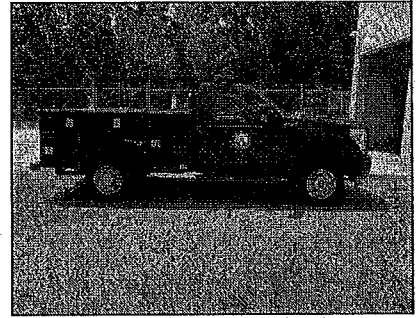
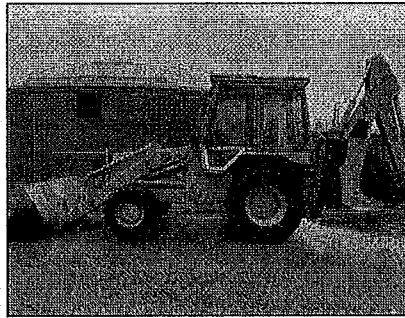
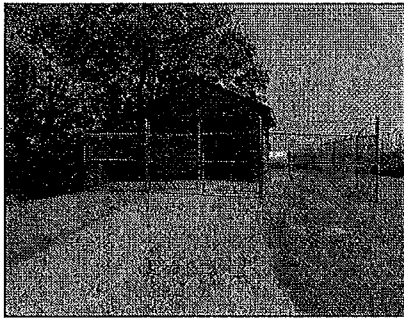
Departmental Review CIP 2025

BOS September 23, 2024



Introduction

The main CIP book has been prepared and submitted to the Board.



The Sewer CIP

The 2025-2031 Sewer CIP has been provided through the main CIP book. This overview will concentrate on 2025 only. The only request for 2025 is another request for the bond issue for phase 2 that narrowly missed passage last year. The amount requested is above last years request.

Phase 2 Plant	\$8,600,000	Water Sewer Enterprise	Bond	Yes
Total	\$8,600,000			

We see that the departmental request for 2025 totals \$8,600,000 and is limited to the one bond request. This would add approximately \$450,000 to the annual budget of the sewer department starting in the first year of the repayment schedule, likely 2026. (Assumption is a 20 year amortization) In combination with the water bond the budget for the enterprise will go up by \$975,000 if both bond requests are approved. That will likely require some additional adjustments to rates. The budget for 2025 will include payments on this bond only if bond counsel indicates that year one would be 2025.

Town of Seabrook

Memorandum

To: Board of Selectmen

From: Town Manager

CC: Kelly O'Connor

ERZ Zone

August 12, 2024

Relative to the ERZ Zone request the Board had asked about whether such an application could be made for one parcel, or whether it would need to be several contiguous parcels. The State indicates that a one parcel application would be acceptable.

As to the "type of business" it would have to be a bona fide business with a federal tax id and job creation, since that is the basis of the state tax credit.

Town of Seabrook

Memorandum

To: Board of Selectmen

From: Town Manager

CC: Kelly O'Connor

Municipal Electricity Aggregation

September 18, 2024

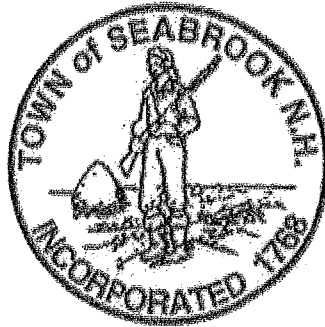
Pursuant to the Board agreement on municipal electricity aggregation (contract executed) next steps would be:

1. The formation of an electricity aggregation committee. Our discussion had been that the Board of Selectmen would serve as the aggregation committee. If that is still the desire of the Board I have, below, listed the meeting motion that would need to be made.
2. The Board would need to meet and post those meetings separately from regular Board meetings. The primary responsibility of the aggregation committee would be to adopt an aggregation plan that would be presented to the voters at Town Meeting. I have attached a first draft of an aggregation plan for consideration by the aggregation committee.

Motion to create aggregation sub-committee.

MOVE to form an Electric Aggregation Committee, which will be comprised of the three Selectmen, to develop a plan for an aggregation program pursuant to RSA 53-E:6.

Town of Seabrook
Community Choice Aggregation Program



Seabrook Electric Aggregation Plan

Prepared by:

Seabrook Electric Aggregation Committee

In consultation with:

Colonial Power Group, Inc.

**** DRAFT PLAN ****

[date], 2024

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Introduction

The Town of Seabrook, New Hampshire (the "Town") has developed a Community Choice Aggregation Program ("Program"). The Program is designed to offer competitive choices to eligible consumers as an alternative to the default energy service provided by the Town's two electric distribution companies, Unitil Energy Systems, Inc. and Eversource Energy (each the "Utility").

The Town has engaged with Colonial Power Group, Inc. a provider of electric aggregation service registered with the New Hampshire Department of Energy (the "Consultant"), who will serve as professional, technical, and legal consultant to manage the Program.

On [date], Seabrook's Board of Selectmen voted to establish a Municipal Aggregation Committee ("Committee") to create an electric aggregation plan (the "Plan") so that the Town may pursue municipal aggregation to potentially benefit the community.¹ The Plan was written to comply with New Hampshire RSA 53-E regarding the aggregation of electric customers by municipalities and counties. It contains required information on the structure, operations, rate setting, and policies and procedures of the Town's Program.

The purpose of this Plan is to promote consumer interests in competitive markets for electricity. It seeks to increase the buying power of the consumers in Town by aggregating such consumers to negotiate rates for power supply. Further, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities, and to increase the amount of renewable energy procured.

The Town does not buy and resell power to Program participants but rather promotes consumer interests in setting the terms for service. In consultation with the Town, the Consultant will develop a standard form contract and, through a competitive bid or negotiation process, select a supplier to provide firm, all-requirements supply service and to advance renewable energy or other Program goals for the benefit of consumers. Each contract will run for a fixed term. Eligible Consumers, as defined in Section 1 of this Plan, may opt-out of the Program and select Utility default energy service or power supply from another competitive supplier both before and following enrollment in the Town's Program. Consumer participation in the Program is entirely voluntary.

¹ RSA 53-E:6(I).

Goals and Components

Consumer Protections: The Consultant will develop contract terms that provide consumer protection for the Program's participating consumers. Final contracts with suppliers will be negotiated and then monitored for compliance by the Consultant in consultation with the Town. Participants will be able to rely on price security, clearly defined terms of service, no exit penalties, and multiple options to handle customer service-related issues or queries.

Product Optionality: The Program will seek to provide the Town's consumers with more than one product option. The Program is likely to always offer a product that is comparable to Utility default energy service. However, the Town may also procure renewable energy or Renewable Energy Certificates ("RECs") and execute such other agreements as may be necessary to support optional renewable products or services. The Town may seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit, price, local sourcing, and local benefits. The Town may also offer market-based rates for certain consumer groups if and when such an offering may be advantageous for such consumers.

Strength of Supplier: Only suppliers that demonstrate market experience, managerial performance, and creditworthiness will be invited to bid on the Program portfolio. The Consultant will vet all potential suppliers, drawing on its decades of experience managing electricity procurement activities in New England.

Cost Savings to Participating Consumers: The Town seeks to take greater control of energy options available to its consumers, to include improved price stability and setting Program prices that, over time, are below rates consumers would otherwise have paid under the Utility default energy service.² While savings cannot be guaranteed under the Program, the Program has inherent pricing advantages not enjoyed by the Utilities that the Town hopes will result in lower electricity prices for participating consumers.

Targeting Benefits for Residential and Small Commercial Consumers: Consumer choice for electricity supply has been a major success for larger commercial and industrial consumers in the state but less so for other consumer groups. Consequently, the Program will place a strategic emphasis on providing choice, offering beneficial options, and delivering benefits most attractive for residential and small commercial consumers.³

² The Consultant and the Town recognize that the comparison of Program prices to utility default energy service rates is an imperfect comparison given the differences in procurement procedures and (potentially) in product definition. Nonetheless, such comparisons are widely sought and used by consumers and governmental agencies. As such, the Town uses this definition of savings in its Plan.

³ Consistent with RSA 53-E:1.

Statutory Requirements

RSA 53-E:6 requires that an aggregation plan include the following details:

- Universal access
- Reliability
- Equitable treatment across customer classes
- Organizational structure of the program
- Operating and funding
- Rate setting and any costs to participants
- Whether supply services are offered on an opt in or opt out basis
- Methods for entering and leaving agreements with other entities
- Rights and responsibilities of program participants
- How the Program will compensate and account for net metered electricity exported to the distribution grid by program participants
- How the Program will ensure that Program participants enrolled in the electric assistance program will continue to receive their discount
- Termination of the program

1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. This Plan shall meet the statutory requirement of universal access by giving all consumers within the boundaries of the Town the opportunity to participate in the Program, whether such consumers are currently on Utility default energy service or the supply service of a competitive supplier. For the purposes of the Town’s Program this means that all consumers within the borders of the Town taking default energy service from one of the Utilities, including existing consumers and any new consumers in the future, that are not enrolled with an alternative competitive supplier (“Eligible Consumers”) will be eligible to receive service from a supplier selected by the Town to serve the Program (“Program Supplier”). At the onset of the Program, all existing Eligible Consumers will be enrolled into the Program unless they contract with a competitive supplier or affirmatively opt-out of the Program. Similarly, all new Eligible Consumers that come into the Town after Program launch will be enrolled in the Program unless they first contract with a competitive supplier or affirmatively opt-out of the Program. All participating consumers will retain the right to opt-out, without penalty, even after their commencement of Program service. Service under the Program shall include Program rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Program Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

2. Reliability

For an electric aggregation program, “Reliability” means the Town securing, and Program participants receiving, the energy services as fully defined by Program electric service agreements, for the duration of such agreements. When vetting potential suppliers for the Program, the Town, based on a thorough review by the Consultant, will evaluate the suppliers’ demonstrated ability and expertise to fulfill all material obligations under the Program contract and without exposing Program participants or the Town to any unanticipated risks or costs.

3. Equitable Treatment Across Customer Classes

All consumers participating in the Program will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Program Supplier, they will be provided with all required notices and information, and always retain the right to opt-out of the Program or to enroll with an alternative supplier. Equitable treatment of all consumers does not, however, require that the Program offer all consumers the same pricing or terms and conditions. To impose such a self-restriction on the Program would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to consumers with widely disparate characteristics would have the inevitable effect of giving some consumers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among consumers.

4. Organizational Structure

There are five operational levels to the Town’s Program as follows:

A. Level One: Consumers

The Legislative Body is made up of the consumers of the Town, who hold the ultimate authority over the Program and its functions. The final Program Plan will be submitted to the Legislative Body for its adoption at Town Meeting pursuant to RSA 53-E:7(l). They can participate in meetings and hearings regarding issues related to the Program.

B. Level Two: Governing Body

The Town’s government is led by a three-member Board of Selectmen that serves as the Governing Body for the Town. Daily operations are overseen by a Town Manager. The Board of Selectmen is responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter and New Hampshire state law.

C. Level Three: Electric Aggregation Committee

The Board of Selectmen formed an Electric Aggregation Committee pursuant to RSA 53-E:6 to develop and approve this Plan for the consumers of the Town. The Committee developed the Plan using a transparent and public process that sought and encouraged public input.

D. Level Four: Program Administrator

The Town Manager is the Liaison between the Board of Selectmen, Town departments, and the community. Reporting directly to the Board of Selectmen, the Town Manager is responsible for the day-to-day activities of the Town departments and for its buildings. All department heads report directly to the Town Manager. As designee of the Board of Selectmen, the Town Manager will serve as program administrator and will be responsible for making decisions and overseeing the administration of the Program in close coordination with the Consultant. Prior to the receipt of executable bids from approved suppliers, the Town Manager will be authorized to execute an electric service agreement under the parameters set forth by the Board of Selectmen.

E. Level Five: Consultant

The Consultant will have primary responsibility to manage specific aggregation activities called for under the Plan and as described under any consultant agreement with the Town. Those duties will include, but are not limited to:

- Managing the procurement process
- Selecting the approved suppliers eligible to bid
- Reviewing and negotiating supplier contracts
- Hosting, maintaining, and updating an informational website for the Program
- Monitoring supply contracts
- Acting as an initial point of contact for both Program Suppliers and the Town Manager to address any operational or performance issues

The Consultant will also act as a Program-level customer service contact for participating consumers, providing general information about participants' rights, prices, terms, and obligations under the Program.

F. Level Six: Program Suppliers

Program Suppliers will contract with the Town through the Town Manager. Contracts will be negotiated, recommended, and monitored for compliance by the Consultant. No contract will be binding until it is first approved by the Town Manager. Program Suppliers will provide all requirements power supply⁴ to the Program, be responsible to provide all necessary notifications to eligible and participating consumers, provide account level customer service to Program participants, and work in coordination with the Consultant to manage all opt-outs, opt-ins, and new consumer enrollments during the term of the contract.

⁴ 'All requirements power supply' is the service under which Program Suppliers provide all electrical energy, capacity, reserves, ancillary services, transmission and distribution losses, state-mandated renewable energy obligations, and any other services or products specified in any electric service agreement executed pursuant to this Plan.

5. Approval Process

On [date], Seabrook's Board of Selectmen voted to establish a Municipal Aggregation Committee to create an electric aggregation plan so that the Town may pursue municipal aggregation to potentially benefit the community. The Committee worked with the Consultant to prepare an initial plan. The Committee approved an initial Plan, after first determining that the Plan creates a Program structure designed to serve the long-term interests of Program participants and the Town.⁵ It held two public hearings on [date], 2024 and [date], 2024 to solicit input from the community.

The Plan was reviewed and adopted by the Board of Selectmen on [date], 2024 and submitted to the Town Warrant for its adoption at Town Meeting on [date], 2025. Following adoption by the Legislative Body, the Board of Selectmen directed the Consultant to file this final Plan with the New Hampshire Public Utilities Commission ("Commission") for its approval.⁶

6. Program Launch

After receiving all necessary approvals, the Town will make preliminary decisions regarding the timing of Program launch (e.g., a near-term target date or a deferred date to be determined later) and the methods that the Town will use to communicate with consumers about the new Program. For example, the Town may provide notice and host a public informational session for all consumers within the municipality before executing a contract with a Program Supplier. Such engagement would supplement consumer notification and engagement conducted after a contract is signed and prior to customer enrollment. Two possible sequences of events related to consumer engagement are as follows:⁷

Scenario 1 – Prompt Program Launch

- Request two information sets from each Utility: (1) billing addresses for all consumers within the Town, and (2) anonymized information of Eligible Consumers including such information necessary for successful program launch.
- Issue Request for Proposal ("RFP") for power supply and select a Program Supplier.
- Mail notification to all consumers including notice of public meeting to be held within 15 days of mailing. The form of notice sent to Eligible Consumers may be different than the form of notice sent to all other consumers but in any event all Eligible Consumers will be sent specific instructions on how to exercise the option to opt-out from being enrolled in the Program.
- Hold public information meeting within 15 days of notice.
- Enroll Eligible Consumers not selecting to opt out and commence service.

⁵ The Committee approved the Plan as designee of the Governing Body, and pursuant to RSA 53-E:6(IV).

⁶ RSA 53-E:7(II).

⁷ Each in compliance with RSA 53-E:7(III).

Scenario 2 –Deferred Program Launch

- Request billing addresses for all consumers within the Town from each Utility.
- Mail notification to all such consumers including notice of public meeting to be held within 15 days of mailing.
- Hold public information session.

At a later time:

- Request anonymized information of Eligible Consumers from each Utility including such information necessary for successful program launch.
- Issue RFP for power supply and select a Program Supplier.
- Mail notification to all consumers including notice of public meeting to be held within 15 calendar days of mailing. The form of notice sent to Eligible Consumers may be different than the form of notice sent to all other consumers but in any event all Eligible Consumers will be sent specific instructions on how to exercise the option to opt-out from being enrolled in the Program.
- Hold public information meeting within 15 calendar days of notice.
- Enroll Eligible Consumers not selecting to opt out and commence service.

A. RFP and Selection of Program Supplier

The Consultant will solicit and the Town will accept bids from competitive suppliers that meet the goals of this Plan and satisfy certain criteria, including:

- Documentation of requisite authorizations from governmental authorities to conduct business operations
- Good standing with regulatory agencies in New Hampshire and other states
- Positive assessment of creditworthiness
- Market experience in ISO New England
- Ability to manage large-scale customer service
- Strong reputational history

The Consultant will prepare a standard form electric service agreement to be signed by the selected supplier and the Town (the "ESA"). The terms and conditions of such agreement will set out prices, supply term, Program products, and consumer protections. The terms and conditions shall meet any requirements of the General Court or Commission regulations.

The Board of Selectmen shall authorize the Town Manager to evaluate supplier responses to the RFP, consider support and advice from Consultant and select an offer that most closely meets the objectives of the Plan, and execute an ESA with the selected supplier on behalf of the Program. The Town Manager may reject all bids and repeat the RFP process until such time as an acceptable offer is received.

B. Consumer Notice and Opt-Out Period

Once the Town has executed a contract with a Program Supplier, the Consultant will prepare a notification that is reviewed and approved by the Town and coordinate with the Program Supplier to prepare and mail such notification to each Eligible Consumer (the "Opt-Out Notice").⁸ The Consultant or the Program Supplier shall issue the Opt-Out Notice on behalf of the Town and mail the Opt-Out Notice using the billing addresses provided by the Utilities. The Opt-Out-Notice shall include:

- A description of the Program
- A description of product offerings
- Program price(s)
- The supply term
- The Program Supplier's name and contact information
- Disclosure of consumers' rights to opt out with clear instructions how to do so
- Link to the Program website
- Toll-free phone number for customer service questions
- The current Utility default energy service prices
- Appropriate disclaimers that savings cannot be guaranteed under the Program

The Program, as administered by the Consultant, shall provide all Eligible Consumers with no less than 30 days to opt-out of being enrolled in the Program. Specifically, the Program shall provide all Eligible Consumers at least 30 days from the date of the mailing of the Opt-Out Notice (the "Opt-Out Notice Period") to opt out of being enrolled in the Program before the Consultant initiates account enrollments with the Program Supplier. Eligible Consumers will be given the ability to opt-out by return postcard, website, or such additional means as may be provided by the Town.⁹ All Eligible Consumers who do not elect to opt-out will automatically be enrolled in the Program. Consumers who elect to opt-out will remain on Utility default energy service. A consumer taking energy service from a competitive electricity supplier shall not be considered an Eligible Consumer and will not automatically be enrolled in the Program, unless the consumer voluntarily opts-in.

⁸ RSA 53-E:7(III) and (V).

⁹ RSA 53-E:7(V).

Consumers who do not opt-out will be enrolled in the Program's 'standard product' (as such product is defined by the Town). The Town may also offer one or more optional products, and the details of such products (including price and product content) will be clearly described in the Opt-Out Notice. For example, an optional product might incorporate renewable power or renewable energy certificates beyond minimum requirements established by state law or regulation. The Opt-Out Notice will explain how consumers may elect to enroll in one of the optional products rather than accepting automatic enrollment in the Program's standard product. Eligible Consumers will only be enrolled in an optional product at the commencement of service if they affirmatively select the optional product within the Opt-Out Notice Period. However, any participating consumer may opt-in to any optional Program product or switch between Program products later. The timing of such product change shall only coincide with the consumer's meter reading date and only after first providing adequate advance notice to the Utility.

C. Public Information Session

The Town will hold a public information session about the Program within 15 days of notifications being sent to all consumers. The session shall be hosted by representatives of the Town and the Consultant. The informational session will be conducted to field any questions posed by the public regarding any aspect of the Program to assist consumers in making properly informed decisions regarding participation. Materials will be prepared and made available to the attending public, providing an overview of the Program and highlighting its material components.

D. Consumer Enrollment

At the end of the Opt-Out Notice Period and after sufficient time has been allotted to properly record all consumer opt-out requests, the Program Supplier shall commence enrollments of all program participants with the Utilities. The Program Supplier will enroll all such consumers coincident with each consumer's meter read date after first providing the Utilities with sufficient advance notice. The Program Supplier will enroll participating consumers over a one-month period with service beginning in the first month of the supply term as defined in the applicable ESA.

7. Operations

A. Program Management

The Consultant will have responsibility for the operational aspects of the Program. Such responsibilities will include:

- Technical and market analysis
- Competitive procurement services
- Regulatory approvals and compliance
- Accounting and fiscal management
- Monitoring Program Suppliers' compliance with all contract terms and conditions
- Resolution of contract issues
- Program communications
- Preparation and implementation of consumer Opt-Out processes
- Facilitating administrative matters with the Utilities
- Providing routine updates to, and attending meetings with, the Board of Selectmen and its designee(s)

Once launched and throughout the life of the Program, the Consultant will coordinate with Program Suppliers and otherwise oversee the provision of effective customer service, maintenance of a Program website, and the processing of new enrollments. The Consultant will produce and help conduct additional public information sessions, as necessary. Prior to the expiration of each ESA, the Consultant will coordinate with the Town Manager to solicit a new ESA to commence concurrently with the final meter reads of the prior agreement.

B. Consumer Awareness and Education

The Consultant will maintain and actively manage a website that provides clear and up-to-date information including:

- A description of the Program
- Description of product offerings
- Program price(s), contract supply term, the Program Supplier's name and contact information
- An explanation of a consumer's rights to opt out with clear instructions how to do so
- A toll-free phone number for customer service questions
- Appropriate disclaimers that savings cannot be guaranteed under the Program

The Program will notify participating consumers of any changes in Program prices or product offerings. The Program may also conduct general and periodic outreach to all consumers in the Town. Any such notifications and engagements may be accomplished by using public meetings, live or virtual information sessions, the Program website, the Town's website, press releases, and/or mail.

C. Treatment of Individual Customer Data

The Program will have access to certain individual customer data as a necessary element for managing the program. Specifically, the Consultant and Program Suppliers (collectively, the "Service Providers" to the Program) will gain access through each Utility to customer names, mailing addresses, service addresses, account numbers and the quantity and time of each customer's kWh electricity consumption. All such information is included in the definition of "Individual Customer Data" in RSA 363:37 and "Confidential Customer Information" in Commission rule Puc 2000. The Program may also have access to customer phone numbers and email addresses. Other than a customer's participation in a Utility's energy assistance program, the Program shall not request from the Utilities nor seek access to personal financial information of individual customers, including but not limited to, financial records, payment history, records of income or wealth, or social security numbers.

All individuals working on behalf of the Service Providers that have access to Individual Customer Data received by or created by the Program shall treat such information as confidential private information in accordance with RSA 363:38 and Puc 2004.19. Further, the Service Providers shall not permit public disclosure of such information under RSA 91-A. Service Providers shall comply with all applicable privacy and security laws to which they are subject.

All ESAs that the Town signs with Program Suppliers shall include Individual Customer Data in the definition of confidential information and shall obligate both parties, the Town (and, by extension, the Consultant as its representative) and the Program Supplier, to prevent disclosure or sharing of such information to any third-party, except for third-party representatives who have a legitimate need to know or use such Individual Customer Data for the sole and limited purposes of providing services to the Program ("Third Party Partners").

Through service agreements with Program Suppliers and the Consultant, the Town shall prohibit the use of Individual Customer Data for a secondary commercial purpose not directly related to service provided under the Program. Further, the Town shall require that its Service Providers:

- Use at least the same degree of care to avoid publication or dissemination of Individual Customer Data as the Service Provider employs with respect to its own confidential information.
- Store and maintain all Individual Customer Data utilizing secure, password protected applications and data systems.
- Properly maintain and update all data systems to include security patches on an

at-least monthly basis. Apply patches as soon as practicable if a critical, time-sensitive alert is raised.

- Maintain up-to-date antivirus software on all servers, workstations, and mobile devices capable of accessing Individual Customer Data.
- Secure and maintain continuous network monitoring for anomalous cyber activity.
- Limit reproduction of Individual Customer Data.
- Encrypt all Individual Customer Data when making data transfers between parties utilizing industry best practice encryption methods.
- Only store Individual Customer Data in the United States, including cloud storage environments and data management services.
- Use role-based access controls to restrict system access to authorized users and limited on a need-to-know basis.
- Provide security awareness training to all personnel, including Third-Party Partners, with access to Individual Customer Data.
- Prohibit replication of Individual Customer Data to non-company assets, systems, devices, or locations.
- Revoke access to Individual Customer Data when no longer required, or if an employee separates from the Service Provider.

- Require any Third-Party Partners, by contract, to maintain reasonable security procedures and practices consistent with this section to protect Individual Customer Data from unauthorized access, use, destruction, modification or disclosure.
- Prohibit Third-Party Partners, by contract, from using Individual Customer Data for a secondary commercial purpose unrelated to providing services to the Program.
- Notify the Town within 24 hours of knowledge of a potential incident when Individual Customer Data is potentially exposed, or of any other potential security breach.

D. New Eligible Consumers

Consumers may become new Eligible Consumers during the operation of the Program in cases where such consumers located in the Town begin taking default supply service from a Utility. This can occur when (i) the consumer stops taking supply service from a competitive supplier, or (ii) when a consumer opens a new service account with a Utility. Consultant will periodically request from each Utility the names, account numbers, mailing addresses, and any other information necessary for successful enrollment of such new Eligible Consumers in the Program. The Consultant, in coordination with the Town, will periodically mail a written notification, similar to the notification specified in Section 6B, to new Eligible Consumers that have not previously opted out of the Program and enroll any such consumers consistent with the opt-in or opt-out requirements of the Plan.

8. Funding

The Program shall be self-funded through the Program prices established by the Town. As such, consumers located in the Town who choose not to participate in the Program will not incur, nor be responsible for, any costs associated with the Program, through taxes or other assessments, apart from minimal costs, if any, related to the deliberations of the Town and Plan development prior to the enrollment of any Program participants.¹⁰ Services provided to the Program by the Consultant will be funded by adding a per kilowatt hour consultancy fee agreed to by the Board of Selectmen to the prices charged by the Program's Suppliers. The Town will not be under any obligation to expend financial resources towards the administration, implementation and/or maintenance of this Program.

¹⁰ As per RSA 53-E:5.

At its option, the Town may, from time to time, include a Program operational fee to the Program price(s). The Program Supplier will remit the amounts that it collects from the Program operational fee to the Town, equal to the \$/kWh operational fee multiplied by the kWh usage of participating consumers. Any operational fee, if established, will be used solely to reimburse the Town for costs incurred specifically and solely in support of the Program. Such costs, for example, could include expenses for consumer awareness initiatives, or for personnel costs expended to support Program operations.

9. Rate Setting and Costs to Participants

The Board of Selectmen or its designee will have sole authority to set the prices and term length for each of the Products offered under the Program. Program prices will be set through a competitive bidding process and will include any Program operational fee and consultancy fee, each as applicable. Product prices may vary by customer class. Program prices shall be fixed and not change over the designated term, unless the terms of the agreement between the Town and the Program Supplier allow for price changes under certain conditions (for example, new service costs resulting from an unanticipated change in law or regulation). All participating consumers will be given advance notice of any price changes, and the Consultant will update information on the Program website as necessary.

This Program only impacts the electric supply charges of program participants. Transmission and distribution charges will be unchanged and unaffected by participation in this Program. Power outages, meter issues, maintenance or other matters related to the delivery of electric service shall remain the responsibility of the Utilities.

10. Form of Service Offering (Opt-in/Opt-out)

All Eligible Consumers within the Town will automatically be enrolled in the Program unless they affirmatively opt out during the Opt-Out Notice Period. Consumers within the Town not on Utility default energy service but who wish to join the program must affirmatively opt-in. Reasonable care will be taken to caution such consumers to confirm that any contract they may have with a competitive supplier accommodates switching to the Program without penalty.

The Town may offer one or more optional products. As an example, an optional product might incorporate renewable power or renewable energy certificates beyond minimum requirements established by state law or regulation. Eligible Consumers or new Eligible Consumers will only be enrolled in an optional product at the commencement of service if they affirmatively select the optional product within the Opt-Out Notice Period. However, any participating consumer may opt-in to any optional Program product or switch between Program products. Consumers will be able to make such switches on-line through the Program website, or by calling the Consultant.

The timing of such product change shall only coincide with the consumer's meter reading date and only after first providing adequate advance notice.

11. Methods for Entering and Leaving Agreements with Other Entities

The Town shall comply with any applicable provisions of its municipal charter and state law when issuing requests for proposals, evaluating and selecting bidders, and executing ESAs in support of this Plan. Any modifications, enforcement activities, or grounds for contract termination with respect to the agreements shall be conducted in accordance with their terms and conditions. The Town's process for entering into new contracts, including issuing requests for proposals, selecting qualified Program Suppliers, administering the consumer opt-out process, and raising consumer awareness will be maintained throughout the life of the Program and will be conducted in a similar manner as described herein.

Participating consumers will be free to exit the Program without penalty, whether to take supply service from their Utility or an alternative competitive supplier. Neither the Town, the Consultant, nor the Program Suppliers shall obstruct the right of participating consumers to opt out of the Program. To opt-out, a Program participant may contact the Program Supplier, their Utility, or enroll with another supplier. All such switches from one provider to another will occur coincident with the consumer's meter reading date after providing sufficient advance notice to the Utility.

12. Rights and Responsibilities of Program Participants

Every Eligible Consumer in the Town may participate in the Program. All consumers of the Town will have the right to decline participation in the Program and choose any other power supply option, including default energy service from their Utility. All participating consumers may opt out of the Program without penalty. The date of any consumer's entry into or exit from the Program shall commence upon the consumer's next meter reading date following receipt of the consumer's request, provided that the Utility receives adequate advance notice.

Program participants will maintain all rights and protections of New Hampshire law and regulation. Consumers who are dissatisfied with services provided under the Program may communicate directly with the Program Supplier, the Consultant, or bring issues to the Town Manager or the Board of Selectmen. They have the right to question billing and services and register complaints with the Town or the Commission.

All participating consumers shall meet all standards and responsibilities required by their Utility and the Commission, including timely payment of billings, and allowing Utility access to essential metering and other equipment to carry out utility operations.

13. Treatment of Participants Enrolled in Net Metering

An Eligible Consumer that is enrolled in a net metering program through their Utility may participate in the Program on an opt-in basis. There are unique considerations that net metering consumers should be informed of and given time to evaluate before they become enrolled in the Program.

An Eligible Consumer with generation on its premises located behind the Utility's meter likely fits into one of two general categories:

- a) If the consumer's kWh consumption is consistently higher than its on-site kWh generation, then the net metering consumer can participate in the Program without issue.
- b) If the consumer's kWh consumption is sometimes lower than on-site generation, then the net metering customer can still participate in the Program by allowing any 'excess' generation to apply against future months when net consumption large enough to absorb such excess generation. However, if the consumer wishes to receive the cash value of net excess generation, which is an option under Commission regulations, the Program Supplier will not be able to provide such a payout. Consequently, such a consumer would be better served to remain on default energy service from their Utility.

Net metering consumers who have installed a separate REC meter socket to measure system production for the purpose of generating and monetizing RECs can continue to do so if enrolled in the Program. An Eligible Consumer participating in group net metering would not be able to participate in the Program because Commission rules do not permit competitive suppliers to deliver credits accruing from group net metering. Only the Utility can deliver such credits.

Pursuant to Commission rules, the Utility may not provide the Town with information to allow it to separately identify all Eligible Consumers that are enrolled in net metering. Consequently, some net metering consumers could get automatically enrolled through the opt-out process. The Town, assisted by the Consultant, may seek to contact these consumers separately to describe the program, explain the consumer's options in context with net metering, and invite the consumer to remain in the Program or opt-out at their sole discretion. Before enrolling a net metering consumer in the Program on an opt-in basis, the Town may require such consumer to sign a written consent or waiver acknowledging that it was made aware of the risk that it may lose a portion of their net metering benefits by purchasing electricity supply from an entity other than the Utility.

14. Treatment of Participants Enrolled in the Electric Assistance Program

Unless otherwise conditioned by the Commission, any consumer of the Town enrolled in the Electric Assistance Program administered by their Utility may participate in the Program. The Town's ability to identify such consumers depends on the Utility making identifying consumer information available to the Town. Consumers who wish to avail themselves of their Utility's Electric Assistance Program, as new or continuing enrollees, may do so by contacting one of the Community Action Programs located throughout the state and by meeting any requirements established by their Utility or the Commission.

15. Termination of the Program

The Town may terminate the Program at the end of the delivery term of any ESA without a renewal or term extension in place. The Program may also be terminated by the decision of the Board of Selectmen, also effective with the term end date of any ESA.

In the event of Program termination, the Program Supplier will transfer all program participants to Utility default energy service. The Town shall notify all consumers participating in the Program by mail and through postings on the Program webpage. The Town may also seek to inform all consumers of a planned termination through media releases, social media, and other means. The Town will notify each Utility and the Commission of a planned termination at least ninety (90) days prior to the end of the anticipated term of the Program's ESA.

