

## TOWN OF NORTH HAMPTON, NEW HAMPSHIRE NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING MONDAY, OCTOBER 23, 2023

NORTH HAMPTON TOWN OFFICES NON-PUBLIC SESSION I 237A ATLANTIC AVENUE 5:00 O'CLOCK P.M.

NORTH HAMPTON TOWN OFFICES NON-PUBLIC SESSION II 237A ATLANTIC AVENUE 6:00 O'CLOCK P.M.

NORTH HAMPTON TOWN HALL REGULAR SESSION 231 ATLANTIC AVENUE 7:00 O'CLOCK P.M.

IF YOU HAVE A COMMENT, OPINION OR QUESTION DURING ONE OF THESE PORTIONS OF THE MEETING PLEASE DIAL IN TO 603-758-1447 OR EMAIL DIRECTLY TO JPINETTE@NORTHHAMPTON-NH.GOV AND YOUR EMAIL WILL BE READ ALOUD DURING THE MEETING.

- 1. Call to Order
- 2. Non-Public Session I Pursuant to RSA 91-A:3 II (b)
- 3. Non-Public Session II Pursuant to RSA 91-A:3 II (a)
- 4. Return to Public Session and Pledge of Allegiance
- 5. First Public Comment Session

Public Comment is an opportunity for residents to ask questions, request information and make comments on issues facing the Town. Individuals will be given not more than three (3) minutes to speak, and people who have already spoken will be asked to wait until everyone has had the chance to speak once. The total time devoted to this agenda item is fifteen (15) minutes. Individuals who are not able to speak during the First Public Comment Session will be given first opportunity to speak during the Second Public Comment Session at the end of the Meeting.

#### 6. Consent Calendar

- 6.1 Payroll Manifest of September 28, 2023 in the amount of \$133,985.34
- 6.3 Accounts Payable Manifest of September 28, 2023 in the amount of \$103,519.76
- 6.4 Payroll Manifest of October 5, 2023 in the amount of \$247,250.46
- 6.5 Payroll Manifest of October 12, 2023 in the amount of \$80,795.56
- 6.6 Accounts Payable Manifest of October 12, 2023 in the amount of \$737,669.20
- 6.7 Payroll Manifest of October 19, 2023 in the amount of \$81,393.08
- 6.8 Petition and Pole License 10/375

#### 7. Correspondence

#### 8. Committee Update

- 8.1 Heritage Commission
- 8.2 Water Commission
- 8.3 Rails to Trails Committee
- 8.4 Budget Committee

#### 9. Public Hearing

- 9.1 To Present Information and Receive Comments About the Proposed North Hampton Electric Aggregation
- 9.2 To Consider the Unanticipated Revenue in the Amount of \$10,000 Awarded to the North Hampton Heritage Commission from the Josephine A. Lamprey Revocable Trust of 1999 for its Unrestricted Uses and Purposes
- 9.3 To Consider the Unanticipated Revenue in the Amount of \$11,822.44 Awarded to the Town of North Hampton from the United States Postal Inspection Service Investigations Asset Forfeiture Unit

#### 10. Report of the Town Administrator

#### 11. Items Left on the Table

#### 12. New Business

- 12.1 Building Update from Marc Jobin
- 12.2 Discussion of FY2025 Health Insurance Renewal Rates
- 12.3 Discussion of Trail Head for Ongoing Rail Trail Project

#### 13. Minutes of Prior Meetings

- 13.1 Approval of Minutes of Regular Meeting of September 25, 2023
- 13.2 Approval of Minutes of Non-Public Meeting of September 25, 2023
- 13.3 Approval of Workshop Minutes of October 11, 2023
- 13.4 Approval of Workshop Minutes of October 17, 2023

#### 14. Any Other Item that may legally come before the Board

The Board reserves the right to take action on any item relative to the prudential administration of the Town's affairs, which circumstances may require.

#### 15. Second Public Comment Session

See Item 5, above

#### 16. Adjournment

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, INH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

**CONSENT CALENDAR** 

## TOWN ADMINISTRATOR MICHAEL TULLY

MTULLY@NORTHHAMPTON-NH.GOV



MUNICIPAL OFFICES 233 ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

## TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

#### CONSENT CALENDAR

TO:

SELECT BOARD

FROM:

MICHAEL TULLY, TOWN ADMINISTRATOR

SUBJECT:

CONSENT CALENDAR FOR SELECT BOARD MEETING 10/23/2023

DATE:

10/20/23

### The following actions are for the approval of the Select Board:

#### **Consent Calendar**

- 6.1 Payroll Manifest of September 28, 2023 in the amount of \$133,985.34
- 6.3 Accounts Payable Manifest of September 28, 2023 in the amount of \$103,519.76
- 6.4 Payroll Manifest of October 5, 2023 in the amount of \$247,250.46
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- 6.7 Payroll Manifest of October 19, 2023 in the amount of \$81,393.08
- 6.8 Petition and Pole License 10/375

PSNH#: 63-0745 North Hampton

### PETITION AND POLE LICENSE **PETITION**

Manchester, New Hampshire

October 4, 2023

To the Board of Selectman of the Town of North Hampton, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 10/37S on MILL RD in the Town of North Hampton.

#### PUBLIC SERVICE OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY

Caroline Crain BY:

Caroline Craig, Licensing Specialist

#### **LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

#### **ORDERED**

This 3rd day of October, 2023, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 63-0745, dated 9/10/2021, attached to and made a part hereof.

Town of North Hampton, New Hampshire	Town of North Hampton, New Hampshire
BY:	BY:
BY:	BY:
BY:	BY:
Received and entered in the records of the Town of No	orth Hampton, New Hampshire, Book, Page
Date: October 4, 2023	ATTEST: Town Clerk

PSNH#: 63-0745

**PSNH** 

## PETITION AND POLE LICENSE PETITION

Manchester, New Hampshire

October 4, 2023

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PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 10/37S on MILL RD in the Town of North Hampton.

#### PUBLIC SERVICE OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY

BY: Caroline Craig

Caroline Craig, Licensing Specialist

#### LICENSE

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#### **ORDERED**

This 3rd day of October, 2023, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 63-0745, dated 9/10/2021, attached to and made a part hereof.

Town of North Hampton, New Hampshire	Town of North Hampton, New Hampshire
BY:	BY:
BY:	BY:
BY:	BY:
Received and entered in the records of the Town o	of North Hampton, New Hampshire, Book, Page
Date: October 4,20	23 ATTEST: Town Clerk

## **POLE LOCATION PLAN**

**EVERSOURCE** 

DATE	09/10/2021	LICENSE NO.	63-0745
MUNICIPALITY:	North Hampton	STATE HWY. DIV. NO.	6
STREET / ROAD:	MILL RD	STATE LICENSE NO.	
PSNH OFFICE: PSNH ENGINEER:	Portsmouth Nick Kosko	WORK REQUEST# WORK FINANCIAL#	6608241 80117024
TELCO ENGINEER:		TELCO PROJECT#	

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mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

**CORRESPONDENCE** 

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

**COMMITTEE UPDATES** 

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

**PUBLIC HEARING** 

Jonathan Pinette, Chair James Sununu, Vice Chair Jim Maggiore



Municipal Offices 233 Atlantic Avenue North Hampton, NH 03862

·Tel: (603) 964-8087

## TOWN OF NORTH HAMPTON, NEW HAMPSHIRE THE SELECT BOARD

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Select Board will conduct a public hearing on

WHEN:

October 23, 2023, at 7:00 p.m. and on November 13, 2023

WHERE:

North Hampton Town Hall

231 Atlantic Avenue

North Hampton, New Hampshire 03862

PURPOSE:

To present information and receive comments about the proposed North Hampton Electric Aggregation Plan prepared by the North Hampton Electric Aggregation Committee. At these hearings, the town's energy consultant Colonial Power Group and members of the Committee will present the planned program, answer questions, and take public comments. Copies of the Draft Plan will be available for review at the Town Offices and available on North Hampton's website prior to the hearings.



#### **NEW ENGLAND**

PO Box 631210 Cincinnati, OH 45263-1210

#### **PROOF OF PUBLICATION**

Janet Facella Town Of North Hampton OFFICE OF SELECTMEN 233 ATLANTIC AVENUE NO HAMPTON NH 03862

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

The Portsmouth Herald/Foster's Daily Democrat, a newspaper distributed in the counties of Rockingham & Strafford, published in the English language in the City of Portsmouth, County of Rockingham, State of New Hampshire printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/04/2023

and that the fees charged are legal. Sworn to and subscribed before on 10/04/2023

Legal Clerk

Notary, State of WI, County of Bro

My commision expires

**Publication Cost:** \$141.42

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NICOLE JACOBS **Notary Public** State of Wisconsin

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PURPOSE: To present information and receive comments about the proposed North Hampton Electric Aggregation Plan prepared by the North Hampton Electric Aggregation Committee. At these hearings, the town's Colonial energy consultant Power Group and members of the Committee will present the planned program, answer questions, and take public comments. Copies of the Draft Plan will be available for review at the Town available Offices and on Hampton's North website prior to the hearings.

## Town of North Hampton Community Choice Aggregation Program



## Community Choice Aggregation Plan

Prepared by:

North Hampton Energy Aggregation Committee

In consultation with:
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
508-485-5858

Date: [\_\_\_\_\_]

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### Introduction

The Town of North Hampton, 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 local distributors Eversource Energy and Unitil Energy Systems, Inc. ("Utility" or "Utilities").

On June 6, 2023, the Town's Select Board voted unanimously to form an Energy Aggregation Committee. The Board also voted to engage with Colonial Power Group, Inc. ("CPG"), a provider of electric aggregation service registered with the New Hampshire Department of Energy, to work with the Committee and serve as professional, technical, and legal consultant to manage the Program. The Committee and CPG collaborated to develop an aggregation program plan for consideration by North Hampton citizens (the "Plan"). 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 represent consumer interests in competitive markets for electricity. It seeks to greatly improve 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 the amount of renewable energy procured.

The Town does not buy and resell power to Program participants but rather represents consumer interests to set the terms for service. In consultation with the Town, CPG will develop a standard form contract and, through a competitive bid or negotiation process, select a supplier to provide firm, all-requirements supply service or to advance renewable energy or other Program goals for the benefit of consumers. Each contract will run for a fixed term. Eligible consumers 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.

<sup>1</sup> RSA 53-E:6(I).

## **Goals and Components**

<u>Consumer Protections</u>: CPG will develop contract terms that provide exceptional consumer protection for the Program's participating consumers. Final contracts will be negotiated and then monitored for compliance by CPG 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.

<u>Strength of Supplier</u>: Only suppliers that demonstrate superior levels of market experience, managerial performance, and creditworthiness will be invited to bid on the Program portfolio. CPG will vet all potential suppliers, drawing heavily 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, including pursuing the objectives of price stability and setting Program prices that, over time, are below rates consumers would otherwise have paid under the utility default energy service. 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.

<sup>&</sup>lt;sup>2</sup> CPG and the Town recognize that the comparison of CCA 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.

<u>Targeting Benefits for Residential and Small Commercial Consumers</u>: 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.<sup>3</sup>

## **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, and
- termination of the program.

## 1. <u>Universal Access</u>

"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 their Utility, including existing consumers and any new consumers in the future, that are not enrolled with an alternative competitive supplier will be

<sup>&</sup>lt;sup>3</sup> Consistent with RSA 53-E:1.

considered "eligible consumers" and therefore eligible to receive service from the Program's supplier(s). 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 municipality 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 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 the Program contract, for the duration of the contract, without exception. When vetting potential suppliers for the Program, the Town in coordination with CPG 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 supplier, be provided 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 pursuant to RSA 53-E:7(I). 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 Select Board. The Select Board acts as the Town's Governing Body responsible for the general welfare of the community. Specific powers and responsibilities of the Select Board are set forth in the Town Charter and New Hampshire State Law.

### C. Level Three: Electric Aggregation Committee

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

#### E. Level Five: Consultant

CPG will have primary and legal 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; and acting as an initial point of contact for both suppliers and the Town

Administrator to address any operational or performance issues. CPG shall 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: Competitive Electricity Suppliers

Competitive suppliers will contract with the Town through the Town Administrator as its designee. Contracts will be negotiated, recommended, and monitored for compliance by CPG. No contract will be binding until it is first approved by the Town Administrator. Competitive supplier will provide all requirements power supply 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 CPG to manage all opt-outs, opt-ins, and new consumer enrollments during the term of the contract.

## 5. Approval Process

On June 26, 2023, the Town's Select Board voted unanimously to form an Energy Aggregation Committee (the "Committee") and on July 24, 2023, voted unanimously to appoint four individuals to the Committee. The Committee worked with CPG to prepare an initial plan. It held two public hearings on October 23, 2023, and November 13, 2023 to solicit input from the community. The Committee approved an initial Plan on [date], after first determining that the Plan creates a Program structure designed to serve the long-term interests of Program participants and the Town.<sup>4</sup>

The Plan was reviewed and approved by the Select Board on [date], and further the Board voted to place an article on the Warrant for Town Meeting. The Legislative Body voted to authorize the Community Choice Aggregation Plan at Town Meeting on March 12, 2024.

The Committee made minor updates and refinements to the Town's authorized Plan and the Select Board approved the final, updated plan on [date] and further directed CPG to file this final Plan with the New Hampshire Public Utilities Commission ("Commission") for its approval.<sup>5</sup>

<sup>&</sup>lt;sup>4</sup> The Committee approved the Plan as designee of the Governing Body, and pursuant to RSA 53-E:6(IV).

<sup>5</sup> RSA 536-E:7(II).

## 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 deferred for a 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 competitive 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 is as follows:<sup>6</sup>

### Scenario 1 – Prompt Program Launch

- Request two information sets from the Utilities: (1) billing addresses for all consumers within the municipality, 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 competitive 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 to exercise the option to opt-out from being enrolled in the Program.
- Hold public information meeting within 15 days of notice.
- Enroll customers and commence service.

## Scenario 2 - Deferred Program Launch

- Request billing addresses for all consumers within the municipality from the Utilities.
- 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 the Utilities including such information necessary for successful program launch.

<sup>&</sup>lt;sup>6</sup> Each in compliance with RSA 53-E:7(III).

- Issue Request for Proposal ("RFP") for power supply and select a competitive 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 to exercise the option to opt-out from being enrolled in the Program.
- Hold public information meeting within 15 days of notice.
- Enroll customers and provide service.

## A. RFP and Selection of Competitive Supplier

The Town will solicit and 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, and strong reputational history.

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

The Select Board shall authorize the Town Administrator to evaluate supplier responses to the RFP, select an offer that most closely meets the objectives of the Plan, and execute an electric service agreement with the selected supplier on behalf of the Program. The Town Administrator 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 competitive supplier, the Town and CPG will coordinate with the competitive supplier to prepare and mail a notification to each retail electric consumer within the municipality service area (the "Opt-Out Notice"). The Opt-Out Notice shall be mailed using the

<sup>&</sup>lt;sup>7</sup> RSA 53-E:7(III) and (V).

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 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, a toll-free phone number for customer service questions, the current Utility default energy service prices, and appropriate disclaimers that savings cannot be guaranteed under the Program.

The Program shall provide all eligible consumers with no less than 30 days to opt-out of being in 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 CPG initiates account enrollments with the competitive 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.<sup>8</sup> All eligible consumers who do not elect opt-out will automatically be enrolled in the Program. Consumers who elect to opt-out will remain on their Utility's 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.

#### 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 CPG. The informational session will be conducted to field any questions posed by the public regarding any aspect of the Program to assist consumers to make 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 competitive

<sup>8</sup> RSA 53-E:7(V).

supplier shall commence enrollments of all program participants with the Utilities. The Town's competitive supplier will enroll all such consumers coincident with each consumer's meter read date. The competitive 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 electric service agreement.

## 7. Operations

#### A. Program Management

CPG will have responsibility for the operational aspects of the CCA Program. Such responsibilities will include: technical and market analysis, competitive procurement services, regulatory approvals and compliance, accounting and fiscal management, monitoring suppliers' compliance with all contract terms and conditions, resolution of contract issues, Program communications, implementation of consumer opt-out processes, facilitating administrative matters with the Utilities, preparing reports, and routine updates and attendance at meetings with the Select Board and its designee(s).

Once launched and throughout the life of the Program, CPG will coordinate with Program competitive suppliers and otherwise oversee the provision of effective customer service, maintenance of a Program website, and the processing of new enrollments. CPG will produce and help conduct additional public information sessions, as necessary. Prior to the expiration of each supplier's electric service agreement, CPG will coordinate with the Town Administrator to solicit a new electric service agreement to commence concurrently with the final meter reads of the prior agreement.

### B. Consumer Awareness and Education

The Program will maintain and actively manage a website that provides clear and up-to-date information including a description of the Program, a description of product offerings, Program price(s), contract supply term, the 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

<sup>&</sup>lt;sup>9</sup> After first providing each Utility with sufficient advance notice.

for customer service questions, and 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, CPG and competitive suppliers serving the program (collectively, the "Service Providers" to the Program) will gain access through the Utilities 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 Puc 2000. The Program may also have access to customer phone numbers and email addresses. Other than a customer's participation in the 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 electric service agreements that the Town signs with competitive suppliers shall include Individual Customer Data in the definition of confidential information and shall obligate both parties, the Town (and, by extension, CPG as its representative) and the competitive 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 competitive suppliers and CPG, 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 their 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 its Utility. CPG will periodically request from the Utilities the names, account numbers, mailing addresses, and any other information necessary for successful enrollment of such new eligible consumers in the Program. The Town will periodically mail a written notification 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 CCA 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. <sup>10</sup> Services provided to the Program by CPG will be funded by adding a consultancy fee agreed to by the Select Board 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.

<sup>&</sup>lt;sup>10</sup> 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 competitive supplier will remit the amounts that it collects 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 fund personnel costs associated with an energy manager position to support Program operations.

## 9. Rate Setting and Costs to Participants

The Select Board 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 competitive 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 CPG 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 municipality 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 optin to any optional Program product or switch between Program products. 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. <u>Methods for Entering and Leaving Agreements with Other</u> 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 electric service agreements 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 competitive 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, CPG, nor the Program competitive suppliers shall obstruct the right of participating consumers to opt-out of the Program. To opt-out, a Program participant may contact the supplier, its Utility or enroll with another supplier.

## 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 competitive supplier, CPG, or bring issues to the Town Administrator or the Select Board. 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 the Utilities and the Commission, including timely payment of billings, and allowing the Utilities 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 its 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 their 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's competitive 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.

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 Utilities can deliver such credits.

Pursuant to Commission rules, the Utilities 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 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 their Utility.

# 14. <u>Treatment of Participants Enrolled in the Electric Assistance</u> 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 CCA Program. The Town's ability to identify such consumers depends on the Utilities making identifying consumer information available to the Town.

## 15. Termination of the Program

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

In the event of Program termination, the competitive 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 electric service agreement.

Jonathan Pinette, Chair James Sununu, Vice Chair Jim Maggiore



Municipal Offices 233 Atlantic Avenue North Hampton, NH 03862

Tel: (603) 964-8087

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE THE SELECT BOARD

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Select Board will conduct a public hearing pursuant to RSA Chapter 31:95-b:

WHEN:

October 23, 2023 at 7:00 p.m.;

WHERE:

North Hampton Town Hall

231 Atlantic Avenue

North Hampton, New Hampshire 03862;

PURPOSE:

To consider the unanticipated revenue in the amount of \$10,000 awarded to the North Hampton Heritage Commission from the Josephine A. Lamprey Revocable Trust of 1999 for its unrestricted uses and purposes.



### **NEW ENGLAND**

PO Box 631210 Cincinnati, OH 45263-1210

### **PROOF OF PUBLICATION**

Janet Facella Town Of North Hampton OFFICE OF SELECTMEN 233 ATLANTIC AVENUE NO HAMPTON NH 03862

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

The Portsmouth Herald/Foster's Daily Democrat, a newspaper distributed in the counties of Rockingham & Strafford, published in the English language in the City of Portsmouth, County of Rockingham, State of New Hampshire printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/04/2023

and that the fees charged are legal. Sworn to and subscribed before on 10/04/2023

Legal Clerk

Notary, State of WI, County of Bro

My commision expires

Publication Cost: \$106.99

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#### CASASSA LAW OFFICE

459 LAFAYETTE ROAD HAMPTON, NEW HAMPSHIRE 03842-2242 (603) 926-6336

H. ALFRED CASASSA ROBERT A. CASASSA DANIEL R. HARTLEY\* LISA J. BELLANTI

ESTABLISHED 1960

WWW.CASASSALEGAL.COM

\*MEMBER: NH AND ME BAR

September 11, 2023

**PERSONAL** 

North Hampton Heritage Commission 237A Atlantic Avenue North Hampton, New Hampshire 03862

Re:

The Josephine A. Lamprey Revocable Trust of 1999

Dear Sir/Madam:

I have been appointed as Successor Trustee of The Josephine A. Lamprey Revocable Trust of 1999 (see enclosed excerpt from Trust).

Since your organization is a "qualified beneficiary" under the Trust, I am enclosing a formal Beneficiary Notice pursuant to the Uniform Trust Code of New Hampshire.

The Josephine A. Lamprey Revocable Trust of 1999 provides in pertinent part:

"p. Ten Thousand Dollars (\$10,000.00) to the NORTH HAMPTON HERITAGE COMMISSION, 233 Atlantic Avenue, North Hampton, New Hampshire 03862 for its unrestricted uses and purposes." (See enclosed excerpt from Trust).

I am working with Jo's accountant Michael Leclerc and financial advisor Tom Sedoric and expect to issue Jo's bequest to you in early October 2023. In the interim, please call me at your convenience and confirm receipt of this correspondence.

I look forward to hearing from you.

Robert A. Casassa, Trustee

RAC/lab Enclosure

## BENEFICIARY NOTICE PURSUANT TO THE UNIFORM TRUST CODE OF NEW HAMPSHIRE RSA 564-B:8-813(c)

Pursuant to the provisions of The Uniform Trust Code of New Hampshire, RSA 564-B:8-813(c), you are hereby notified that Josephine A. Lamprey of North Hampton, New Hampshire, having died on January 2, 2023, was the grantor of The Josephine A. Lamprey Revocable Trust of 1999, under declaration of trust dated August 25, 1999, subsequently amended and restated on December 6, 2018 and August 20, 2020 and amended by First Amendment dated December 20, 2021 and Second Amendment dated February 17, 2022. In accordance with said Trust and the amendments thereunder, the Successor Trustee is as follows:

Robert A. Casassa 459 Lafayette Road Hampton, New Hampshire 03842 (603) 926-6336 Ext. 317

Under the terms of the Trust you are a "qualified beneficiary". As such, you are entitled to the following information as provided under the Uniform Trust Code, RSA 564-B:8-813(c):

The above referenced Trustee has accepted the trusteeship;
The Josephine A. Lamprey Revocable Trust of 1999 is in existence;
The Trust was created by Josephine A. Lamprey;
Pursuant to R.S.A. 564-B:4-406, should you wish to contest the validity of the Trust, you must do so within 180 days of the date of this Notice; and You have the right to request a copy of the Trust instrument from the Trustee.

If you have any questions regarding this Notice, please do not hesitate to contact the Trustee at the foregoing address and telephone number.

Jonathan Pinette, Chair James Sununu, Vice Chair Jim Maggiore



Municipal Offices 233 Atlantic Avenue North Hampton, NH 03862

Tel: (603) 964-8087

## TOWN OF NORTH HAMPTON, NEW HAMPSHIRE THE SELECT BOARD

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Select Board will conduct a public hearing pursuant to RSA Chapter 31:95-b:

WHEN:

October 23, 2023 at 7:00 p.m.;

WHERE:

North Hampton Town Hall

231 Atlantic Avenue

North Hampton, New Hampshire 03862;

PURPOSE:

To consider the unanticipated revenue in the amount of \$11,822.44 awarded to the Town of North Hampton from the United States Postal

Inspection Service Criminal Investigations Asset Forfeiture Unit



PO Box 631210 Cincinnati, OH 45263-1210

#### PROOF OF PUBLICATION

Janet Facella Town Of North Hampton OFFICE OF SELECTMEN 233 ATLANTIC AVENUE NO HAMPTON NH 03862

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

The Portsmouth Herald/Foster's Daily Democrat, a newspaper distributed in the counties of Rockingham & Strafford, published in the English language in the City of Portsmouth, County of Rockingham, State of New Hampshire printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

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Notary Public
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North Hampton,

New Hampshire 03862;

PURPOSE: To consider the unanticipated revenue in the amount of \$11,822.44 awarded to the Town of North Hampton from the United States Postal Inspection Service Criminal Investigations Asset Forfeiture Unit

	NORTH HAI	MPTON POLICE DE	PARTMENT	
		01-3401-40-000	Сору	
Date Prepared:	9/7/2023		Asset Foreiture	\$11,822.44
Date 1 1 pm = 1		06-3401-43-000	Detail	
Deposit Summary	Amount	01-3504-16-000	Hawkers	
Currency		01-3504-12-000	Pistol	
Coin		01-3504-10-000	Parking	
Checks	\$11,822.44	01-4210-10-160	Grant	
Total Summary	\$11,822.44	01-3401-41-000	Yard Sale/Misc	
		-,*	Total	\$11,822.44

101-3800-11-018

Deposit Detail Description	Amount	Check# (If Applicable)	
Equitable Sharing/Asset Forfeiture	\$11,822.44	check #0281169824	
(Investigation Case #20NHP-30-AR)	41114		
(Investigation Case #20NHF-30-AN)			
	11		
21			
		\$11,822.	

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24 AC	Departmen
25 Finance Office Use Only:	
26	19/01/23
27 Received by Signature	Dat
28 17 / ////	09/14/23
	09/17/23

Date



Please complete all sections on attached form which enables our agency to establish Electronic Funds Transfer (EFT) for equitable sharing payments to be disbursed to your agency. Section B, Question 6 is marked "No" since other U.S. Postal Service offices may request payments to your agency for another purpose. Section D needs to be completed by your financial institution if the cancelled or void check is not provided. Please email back the completed form or mail to the address on the enrollment form.

Your agency is probably familiar with the eShare Portal since your agency is currently using Consolidated Asset Forfeiture Tracking (CATS) for requesting shares. The eShare Portal is a web-based system for agencies to submit electronic sharing requests (DAG-71s) when assisting federal agencies in an investigation, check the status of pending sharing requests, and run sharing distribution reports to see what sharing payments have been paid. The eShare Portal is your resource for detailed information on equitable sharing funds. Our agency will provide a notification to advise you when an EFT will be forthcoming to your agency. The notification will identify the specific assets and share amounts included in the EFT amount.

We look forward to establishing EFT with your agency for equitable sharing payments. If you have any questions on completing and submitting the Supplier and Payee EFT Enrollment form, please contact me at (202) 636-1513.

Thank you,

Walter F. Muzo
FSA - Financial Analyst
United States Postal Inspection Service
Criminal Investigations - Asset Forfeiture Unit
900 Brentwood Rd. NE, Rm 2184
Washington, DC 20066-9202
202-636-1513
WFMuzo@uspis.gov

#### MICHAEL J. TULLY TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

REPORT OF THE TOWN ADMINISTRATOR

#### Michael J. Tully Town Administrator

Municipal Offices 233 Atlantic Avenue North Hampton, NH 03862 mtully@northhampton-nh.gov Tel: (603) 964-8087 Fax: (603) 964-1514



## TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

## TOWN ADMINISTRATOR'S REPORT OCTOBER 23, 2023 SELECT BOARD MEETING

#### REPORTING PERIOD

The reporting period is from September 26, 2023 through October 20, 2023

#### **Finance**

Financially we are running at 71% of the budget remaining with 37 weeks remaining in the fiscal year.

#### **Police**

The Deputy Chief's position has been advertised and the resume period has closed. Interviews with a panel of area Chief Officers will be scheduled soon.

The Chief has identified a qualified candidate for an open Officer's position. If hired this candidate would begin field training this fall and be enrolled in the Police Academy in January.

#### Fire

The Chief ran interviews for the position of Deputy Chief. He has identified a qualified candidate and will bring them to the Board on November 13<sup>th</sup>.

The Department participated in a Seabrook Power Plant drill last week which included all town's in a 13 mile radius of the plant. The drill tests knowledge and ability to evacuate our community in the event of an issue in the future.

#### **Facilities**

Town Hall. Nothing new to report. The handicap ramp is still accessible on the rear of the building. Residents can drive to the rear of the building by the ramp for access. I asked Ricci Construction to create a ramp from the dirt to the pavement and that has been completed.

New Town Office/Fire/Police Buildings. There is an item on the agenda for a building update with Marc Jobin

Stone Building. Final grading and stone placement has occurred on the east side of the Stone building. The grading has had a positive effect on water in the basement. The sump pump has not turned on since the grading has been completed.

#### Recreation

The First annual North Hampton Parks and Recreation Golf Tournament was held at Sagamore Golf Club. The tourney was a success with great weather and golfers enjoying a day of golf, prizes and a BBQ feast.

Trunk or Treat scheduled for this weekend has been postponed to next Sunday due to weather concerns.

Please remember to join us for coffee with seniors each week on Thursday's at 10 am at the Rec.

#### Highway

The Highway Department has completed a drainage project on the campus between our parking and Joe's. This saved the town a significant amount of funding. Thank you to the Highway crew for assisting.

Personnel have completed paving for the year and are working on fall clean-ups and vehicle maintenance before winter.

#### **Projects**

Route 1 Culvert. Nothing new to report. I monitored the culvert and water flow through the last few heavy rain storms. The culvert handled the volume better than I had anticipated. Communication with a landowner affected occurred this week.

*PFAS Investigation.* Work continues on the easement required for the water line. NHDES requested we investigate a different avenue for the line. Our consultant has reached out to the land owner and discussions have begun.

Police/Highway/Fire Negotiations. Nothing new to report. Fire negotiations have begun in anticipation of a warrant article being drafted this fall.

*Philbrick Pond.* Nothing new to report. I have been working with the Conservation Commission and the Nature Conservancy in applying for a grant to increase the health of the Marsh. I will keep the Board updated on the results.

Revaluation. The reval has been completed with the final information transferred to the Board at the last meeting.

Community Power Aggregation. There is a public hearing on the agenda. This is the next step in the process before a warrant article is created.

Cell Tower. Vertex towers will return to the Planning Board on November 7, 2023 to discuss further the tower project.

Walkway Project. The walkway project is scheduled to begin in the next week depending on weather.

Coakley Landfill Group. The next meeting of the CLG has been scheduled for October 31, 2023 at 10 am.

Junkyard Closures and/or New Problems: Nothing new to report.

Channel 22. Mr. Savastano has continued to work with Comcast in setting up our HD town channel. We will announce the new channel as soon as we have a beginning date.

Rails to Trails. There is an item on the agenda to discuss trail heads.

Route 95 Exit 2 Bridge. Nothing new to report. This project has started and will be running until November. The detour over 111 and 151 will be utilized for approximately 6 nights between now and November from 9pm to 5am while lane changes are happening during the project. The signs will be covered when not being utilized.

Meeting Schedule: The board's next meeting is scheduled for November 13th.

#### MICHAEL J. TULLY TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

ITEMS LEFT ON THE TABLE

MICHAEL J. TULLY TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

TEL: (603) **964-**8087 FAX: (603) **964-**1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

**NEW BUSINESS** 



October 16, 2023

Mr. Michael Tully Town Administrator Town of North Hampton 237A Atlantic Avenue North Hampton, NH 03862

Dear Mr. Tully:

The HealthTrust Board of Directors met on October 11, 2023 to set renewal rates for the FY2025 renewal period. This rate package includes your rates for the renewal period as well as important information related to the Capital Adequacy Reserve and Capital Risk Charge, and benefit plan updates.

#### **Medical Rates**

#### Town of North Hampton Guaranteed Maximum Rate Adjustment for FY2025 is 25.0%

The Guaranteed Maximum Rate (GMR) for your Member Group's medical coverage for the period of July 1, 2024 through June 30, 2025 (FY2025) is provided in this rate package. In developing these rates, HealthTrust utilized medical and prescription drug claims experience for claims incurred May 2022 — April 2023, paid through May 2023. If you are part of a combined rating group, your rate reflects the claims experience of that combined rating group.

Some significant factors for this renewal period have driven the changes in the overall rate adjustment. Based on the claims experience from this time period for all of the July renewal groups combined, there has been a demonstrated increase in the overall claims volume and increased severity and volume of high dollar claims. Other items such as the cost and utilization of specialty drugs, newly indicated weight loss drugs, and losses within the investment portfolio due to downturns in the financial market have impacted the level of rate adjustments. As a result, the Guaranteed Maximum Rate (GMR) adjustment for all Member Groups renewing medical coverage for *FY2025 is an overall rate adjustment of 16.5%*.

The GMR provides rate projection information and locks-in a maximum rate for your Member Group's budgeting purposes based on the most up-to-date data available at this time. Rates are then revisited in the spring utilizing updated claims and cost data. The HealthTrust Board of Directors will establish the final July "revisit" rates on March 21, 2024.

#### Capital Adequacy Reserve & Capital Risk Charge

Each year, the Board of Directors determines the amount needed for claims, administration, and reserves based on HealthTrust's independent actuary's estimates for the upcoming year. At the HealthTrust Board meeting on August 11, 2023, the Board set a Capital Adequacy Reserve Target of \$90 million as of June 30, 2023. See the enclosed Capital Adequacy Reserve flyer for more information.

HealthTrust's net position over the last two fiscal years (FY2022 and FY2023) has been impacted by unusually higher than projected medical and prescription drug claims volume and investment portfolio losses, which requires replenishing the Capital Adequacy Reserve. The prior two years were significantly impacted by the pandemic – during this time HealthTrust experienced unusually lower than projected medical and prescription drug claims, resulting in a Return of Surplus to Member Groups totaling \$57 million (\$38.2M for FY2021 and \$18.8M for FY2020). This level of claims volatility is unprecedented for HealthTrust and is a result of the factors discussed in this renewal letter.

The much higher than expected claims and other factors cited in this letter have impacted HealthTrust's net position (the amount available to fund the Capital Adequacy Reserve), which at the end of FY2023 was below the Capital Adequacy Reserve target adopted by the Board. As a result, it is necessary for HealthTrust to increase the Capital Risk Charge to begin rebuilding the Capital Adequacy Reserve to reach the target adopted by the Board. The Capital Risk Charge will strengthen the risk pool and its ability to continue to provide high quality, cost-effective medical coverage. In further support of these efforts, the HealthTrust Board continues to implement programs and services that help reduce claims costs while assisting Covered Individuals in finding the right care, at the right time and place, and to achieve optimum health.

#### **Rate and Benefit Information for Ancillary Coverages**

Dental Rates – Increase of 4.7% for all dental plan options for FY2025 (July 1, 2024 – June 30, 2025) for Member Groups currently participating in HealthTrust's dental coverage.

#### Short-Term Disability Coverage -

For Member Groups currently participating in HealthTrust's short-term disability coverage, there is an overall base rate decrease of 1.3% for FY2025 (July 1, 2024 – June 30, 2025). Your Member Group's actual rate adjustment varies from the overall rate-change due to your Group's individual experience and demographic makeup. See Member Group Coverage Confirmation (Transmittal) for your Group's specific renewal rate.

Long-Term Disability Coverage – Decrease of approximately 15% for FY2025 (July 1, 2024 – June 30, 2025) for most Member Groups currently participating in HealthTrust's long-term disability coverage.

#### Life Coverage -

- Base Life Coverage Decrease of approximately 15% for most Member Groups currently participating in HealthTrust's life coverage.
- AD&D Coverage (Accidental Death and Dismemberment) No change for Member Groups currently
  participating in HealthTrust's AD&D coverage.
- **Supplemental Life Coverage No Change** for most Member Groups currently participating in HealthTrust's supplemental life coverage.
- Dependent Life Coverage New standard benefit. The cost per family will be \$2.95 per month for this enhanced benefit. This increase in benefits will provide the following coverage amounts:

Spouse \$10,000, Child < 6 Months \$2,500, and Child > 6 Months \$10,000.

#### Benefit Advantage - No change to per-participant/per-month fees

For Member Groups currently participating in HealthTrust's Benefit Advantage Health Reimbursement Arrangement (HRA) and Flexible Spending Account (FSA) services, there is **no change** to the perparticipant/per-month fees. As a reminder, there are no annual renewal fees associated with Benefit Advantage. Additionally, FSA and HRA per-participant/per-month administrative services fees continue to be waived for participants enrolled in the following HealthTrust medical plans: AB15/40IPDED, ABSOS20/40/1KDED, ABSOS25/50/3KDED, ABSOS30/60/5KDED, ABHD/5K/20COIN, LUMENOS2500, OA5\*, OA10\*, OA20\*, and OAHD/2.5K/20COIN.

\*These plans are not eligible for HRA services

#### New Medicare Advantage Plan for Medicare-eligible Retirees!

Starting January 1, 2025, HealthTrust will transition to a fully insured Medicare Advantage plan, which will include prescription drug coverage for Medicare-eligible Retirees.

Medicare Advantage Plans (also called Medicare Part C plans) include all the benefits of Medicare Parts A and B, and more, in one convenient plan. Medicare Advantage plans have a proven track record of providing stable and comprehensive coverage.

The Medicare Advantage plan will provide comprehensive benefits much like the current Medicomp Three plan but at a much lower cost. It also allows Retirees to take full advantage of the changes coming from the recently passed federal Inflation Reduction Act (IRA), contributing to the significantly lower cost of the new Medicare Advantage plan.

Medicare Advantage plans offered by employers - Employer Group Waiver Plans (EGWPs) can be customized to include additional benefits and enhancements beyond original Medicare benefits – and this is exactly what HealthTrust is doing! Similar to our current Medicomp Three coverage, there will be no cost share for the vast majority of medical services. The plan will also include comprehensive prescription drug benefits with a \$10 copayment for generics, \$20 for preferred brand name medications and \$45 for non-preferred medications.

HealthTrust is very excited to begin offering a custom Medicare Advantage plan design that will assist Retirees in achieving optimum health while reducing their monthly contribution costs. HealthTrust will support enrollment and billing, including working with the New Hampshire Retirement System (NHRS) on behalf of Member Groups electing our Retiree Billing services. It is important to note that based on this transition to a new fully insured benefit plan for Medicare-eligible Retirees, the rates for the Medicomp Three benefit on your transmittal and rate exhibit are only for the period through December 31, 2024. Please see the enclosed Plan Updates flyer for more information.

#### **Benefit Education Resources**

Your Benefits and Wellness Advisors are available to work with you to schedule in-person or virtual meetings to review the following key education and reporting tools, as well as to answer any other questions you may have.

 Benefit Education Sessions – Customized Benefit Education presentations, benefit comparisons, and digital benefit packets are available in your Secure Member Portal (SMP) to make it even easier to educate your employees and retirees about their benefit plans, medical consumerism,

- and well-being programs, including how they can access tools and resources through the HealthTrust Secure Enrollee Portal (SEP).
- Rating Summary A report showing how your Member Group's rates were calculated (also available to Small Groups showing the 50 and Under summary).
- Stewardship Report (for Groups with 100 or more Enrollees) A detailed report showing your Member Group's membership data, medical and prescription claims utilization data, well-being program participation and best practice recommendations to help reduce benefit costs and guide Covered Individuals to engage in programs and resources to help them find care and achieve optimum health.

#### Timeline

- Benefit Changes Notification Deadline May 17, 2024
- Your Benefits Advisor will be contacting you to discuss the renewal and work with you to review
  available options and assist with any changes you may be considering. Please note that requests
  for any coverage changes must be communicated to us and completed by May 17, 2024 to be
  effective July 1, 2024.

I encourage you to work closely with your Benefits Advisor to understand the rating impacts outlined in this letter and review of the benefit options provided to your Member Group. We are here to support you in learning more about your Member Group's claim utilization as well as support an awareness campaign about the programs and services offered to help each individual obtain their own definition of optimum health or to get assistance in navigating health challenges impacting them or their covered family members.

Thank you for your continued participation with HealthTrust. If you have any questions or concerns, please do not hesitate to contact Debra at 800.527.5001.

Sincerely,

Wendy Lee Parker Executive Director

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Enclosures

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES 237A ATLANTIC AVENUE NORTH HAMPTON, NH 03862

> TEL: (603) 964-8087 FAX: (603) 964-1514

# TOWN OF NORTH HAMPTON, NEW HAMPSHIRE OFFICE of the TOWN ADMINISTRATOR

**MINUTES OF PRIOR MEETINGS** 



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2	TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
3	NORTH HAMPTON SELECT BOARD MEETING
4	SEPTEMBER 25, 2023 7:00 PM
5	NORTH HAMPTON TOWN HALL
6	DRAFT MINUTES
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8 9	SELECT BOARD MEMBERS PRESENT: Chairman Jonathan Pinette, Vice-Chairman James Sununu, Selectman James Maggiore
10 11	<b>ALSO PRESENT:</b> Town Administrator Michael Tully, Police Chief Robert LaBarge, Fire Chief Jason Lajoie, and Police Sergeants Paul Yanakopulos and Kyle Manlow
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Chairman Pinette welcomed everyone to the Select Board Regular Meeting of September 25, 2023 and called the meeting to order at 7:05 pm, followed by the Pledge of Allegiance, then turned the floor over to Police Chief LaBarge.

**Police Chief Robert LaBarge** said in his 34 years of policework he has witnessed immeasurable tragedy and said Fire Fighters, Police Officers, and EMTs are forever changed by their experiences in their careers. He Sergeant Paul Yanakopulos and Sergeant Kyle Manlow responded to an accident where Barbara MacDonald of Greenland did not survive, and he expressed his sincere condolences to the family for their loss on behalf of the Town of North Hampton and the Department.

Police Chief LaBarge said the unwavering commitment to duty of Sergeants Yanakopulos and Manlow, and their remarkable response to this incident on September 14, 2023, deserve the Town's heartfelt recognition. Both were immediately engaged in CPR with Mrs. MacDonald and continued to provide support collaborating seamlessly with fellow first responders. He said he cannot express how proud he is of these two officers and said they are a shining example of the high standards that are upheld in the Police Department.

Disclaimer –These minutes are prepared by the Recording Secretary within five (5) business days as required by NH RSA 91-A:2, II. They will not be finalized until approved by majority vote of the Select Board.

A recording of the meeting can be found at: http://www.townhallstreams.com/towns/north\_hampton\_nh, and a DVD recording is available at the North Hampton Town Administrative Offices, 233 Atlantic Avenue, North Hampton, New Hampshire 03862.

Vice-Chair Sununu thanked Chief LaBarge for coming here tonight and said he appreciated all the work they and Firefighters do every day for the community; Selectman Maggiore expressed his sincere condolences on behalf of the Board and himself and said the Town should appreciate them in any small way they can.

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Pam Hathaway, eldest daughter of Barbara MacDonald thanked the officers and expressed her deepest gratitude on behalf of herself and her sister for their actions.

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#### Chairman Pinette recessed the meeting for 5 minutes.

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Chairman Pinette said the Board just came from 2 Non-Public Sessions and asked for a motion to seal those minutes.

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Motion: To seal the minutes of Non-Public Sessions I and II.

Motioned: Selectman Maggiore
 Seconded: Vice-Chair Sununu
 Vote: Motion approved 3-0

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#### First Public Comment Session

Phone: 603-758-1447

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Chairman Pinette opened Public Comment at 7:17 pm.

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**Brian Goode** of Willow Avenue asked for clarification on whether there would be time for additional comments from the public during the discussion of the utility poles along Atlantic Avenue. Chairman Pinette said there was a second Public Comment Session at the end of the meeting.

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Chairman Pinette closed Public Comment at 7:19 pm.

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#### Consent Calendar

- 6.1 Accounts Payable Manifest of September 14, 2023 in the amount of \$2,027,279.64
- 6.2 Payroll Manifest of September 14 2023 in the amount of \$76,061.86
- 6.3 Payroll Manifest of September 21, 2023 in the amount of \$78,771.54

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Motion: To approve Consent Calendar items as presented.

72 Motion: To approve Consent Cal
 73 Motioned: Selectman Maggiore
 74 Seconded: Vice-Chair Sununu
 75 Vote: Motion approved 3-0

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<u>Correspondence</u> – Town Administrator Tully said he was working with Public Works Director Hubbard on correspondence he received.

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#### **Committee Updates**

Selectman Maggiore said the *Heritage Commission* met last Thursday and reviewed routine and ongoing issues; no update from *Water Commission*.

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Vice-Chair Sununu said he had nothing for Rails to Trails Committee or Budget Committee.

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#### Report of the Town Administrator

Period September 12 –22, 2023: Finance running at 82% of Budget with 43 weeks remaining; Police Chief LaBarge moving forward with Cruiser Project, has candidate interview next week; Fire: 2 conditional offers out to fill 2 FF vacancies, hopefully at full staff by next month; Rec: 1st Annual Golf Tournament October 4, 2023; Highway inspecting vehicles and completing MS4 Report, Lovering Road sinkhole near culvert scheduled for spring; Community Power Aggregation met twice, work continues for fall Warrant; Cell Tower balloon tests last week at 150 ft and 180 ft, working with Planning Board; Walkway Project adjusted and out to bid; Channel 22 received equipment for feedback. Next Select Board meeting is Columbus Day October 9, Board may want to reschedule.

Vice-Chair Sununu had an emergency and had to leave the meeting.

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Selectman Maggiore said there is no problem cancelling the October 9 meeting unless there is something that must be done. He said in the Police section the Board has not discussed possible costs for cruiser designs. Town Administrator Tully said he only approved the new cruiser and has not approved any funds for the design project.

#### Items Left on the Table

#### **NEW BUSINESS**

#### 11.1 Building Update

Clerk of the Works Marc Jobin said work continues at a steady pace with milestone coming up tomorrow to apply base coat for pavement in parking lot and driveways; inside work continues with painting and interior finishes and ceilings going in; exhaust system in apparatus bays with wall tiles later this week. Project is still on schedule for completion end of November and still on budget.

#### 11.2 Presentation of Capital Improvements Plan

CIP Chairperson Nancy Monaghan presented the highlights of the CIP Committee Report for this year. She said CIP met in July and reviewed 32 projects from departments for FY2025-2030, no capital needs from the Library. She said the primary responsibility of CIP is to prioritize upcoming projects for the year, and 8 projects were presented:

(1) Number one priority: purchase of a new Forestry Water Rescue Truck for Fire Department, approved unanimously; (2) Police Cruiser on a cruiser per year schedule to be continued; (3) Town Server presented by Town Administrator, purchase approved by Select Board; (4) AC in Public Works/Highway Department Building \$12,000 (5) Annual Road Maintenance Program \$300,000; (6) New Zero-Turn Riding Mower for all town-owned properties; (7) New Automated Door System for School for \$60,000; (8) New PA System for North Hampton School.

Ms. Monaghan said the total amount of money on the 2024 Warrant, less the Town Server and including money from various Capital Reserve Funds to offset costs with no taxation to residents: Town \$341,929; School \$80,000 on Warrants. All Fire Department Capital vehicle proposals, this year just under \$1 Mil, paid from Fire Department Capital Reserve Fund with no taxation to residents; purchases all Fire apparatus yearly. Fire Department: lists nothing for FY2030, approximately \$250,000 currently in fund from Ambulance receipts; post-Covid supply chain delays affecting Fire and Police most.

Ms. Monaghan said the 15-Year Road Plan developed by Public Works Director Hubbard expires in FY2027 with a new 15-year plan in FY2028. She said for the first time in 10 years the appendix for history of Town

Complex is not included in the CIP Report and is retired to the archives. Police Department has a place holder in 2026 for body-worn cameras, and has 2 more vehicles: new ambulance in 2028 and new tanker truck in 2029. DPW has 2 vehicles to purchase: a medium-duty truck and a heavy-duty dump truck, in

addition to \$1.5 Mil annual road maintenance:

Ms. Monaghan said the Town included \$20,000 for Phase II of Philbrick Pond restoration; School has annual maintenance program and new roof over gym lobby, kitchen, café and school offices for \$115,000; Library has no projects coming for the next 6 years. She thanked all the members of the CIP Committee by name and thanked department heads for all their work.

Motion: To approve Capital Improvements Program (CIP) Committee as has been presented.

Motioned: Selectman Maggiore
 Seconded: Chairman Pinette
 Vote: Motion approved 2-0

#### 11.3 Discussion of Utility Poles in Little Boar's Head

Town Administrator Tully said he was contacted by Jeff Jackson at Eversource Public Education and discussed project to take down and replace telephone poles in the area of 29 Atlantic Avenue and move them to front of residences. Site Walk was held with Eversource, Vice-Chair Sununu, and residents; solution needs to be found for failing poles in a wet area. Local residents are not in favor of poles on Atlantic Avenue in front of their homes; would also block the beautiful view down to the ocean. He said he reached out to Brian Goode, Commissioner of LBH, who told him this issue is not new and started 5 or 6 years ago; he had tried to put a discussion group together then for a plan which was never followed through on.

Town Administrator Tully said Eversource agreed they would put together a group to sit down and talk with LBH to discuss options; considered putting underground but Eversource said PUC would not allow them to spread out the costs to all ratepayers in that case. Chairman Pinette pointed out that the area is historic; Town Administrator Tully said right now Eversource has no easements, but residents are amenable to that discussion. Selectman Maggiore suggested talking with the Conservation Commission about the wet area and Town Administrator Tully said probably also need to talk with DES.

Brian Goode said he had a conversation with Eversource 5 or 6 years ago to discuss power in LBH not being up to proper level and looking for a new plan as the whole system is antiquated. He said the agreement with Eversource was that that they would not put in new poles in LBH and said our position is that poles above ground is not a solution but detrimental due to winds and climate in that region which will be problematic for Eversource. Town Administrator Tully said the poles would be on Atlantic Avenue like the others.

Selectman Maggiore asked who is creating the urgency here and asked why the Select Board needed to be involved as Eversource has no easements and the poles are on private property. Town Administrator Tully said the Select Board needs to be involved because Eversource came to them and there is a possibility a pole license could get refused. He offered the Town Hall meeting space to Mr. Goode and LBH to meet with Eversource. Mr. Goode said he intended to keep the Town involved and updated.

#### MINUTES OF PRIOR MEETINGS

#### 12.1 Approval of Minutes of Regular Meeting of September 11, 2023

Respectfully submitted,

Patricia Denmark, Recording Secretary

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183 Motion: To approve the Regular Meeting Minutes of September 11, 2023 as presented. 184 Motioned: Selectman Maggiore 185 Seconded: Chairman Pinette 186 Vote: Motion approved 2-0 187 188 Any Other Item that may legally come before the Board 189 190 **Second Public Comment Session** 191 192 Phone: 603-758-1447 Chairman Pinette opened Public Comment at 8:01 pm. 193 194 Janet Larsen of 121 Post Rd asked for clarification of costs for Cruiser Project. Town Administrator Tully 195 said at this point the Select Board has approved the concept and not any funding, and he okayed the 196 cruiser being delivered. Ms. Larsen asked about the balloon test for the Cell Tower and asked about 197 requirement in North Hampton for any new development to have underground electrical lines. Selectman 198 Maggiore said it seems Eversource has a responsibility to do the same in LBH. 199 200 Allison Aboody of 18 Atlantic Avenue said most of the community is very concerned and residents are in 201 discussion about having a community meeting, and asked how they can stay informed about when those 202 meetings will take place. 203 204 Town Administrator Tully said meetings would be determined by LBH and Brian Goode, and if informed 205 he will post it on the website. Mr. Goode said at any meeting with Eversource we will have at least 2 LBH 206 Commissioners there for a Public Session and he will schedule a Commissioner's meeting with Eversource. 207 Town Administrator Tully said Eversource would first have to apply to the Town for a pole license and 208 209 poles would not go up overnight. 210 Roy Aboody of 18 Atlantic Avenue said at the site walk Eversource said they are going to do an analysis 211 and present 2 options: (1) cost for underground poles and (2) what the poles would look like placed on 212 Atlantic Avenue to give LBH an opportunity to negotiate. He said he wants to make sure Eversource sticks 213 to that agreement and LBH has opportunity to look options and discuss easements with Eversource, who 214 has a responsibility to keep LBH the way it is and not have us foot the bill. 215 216 Next Regular Meeting: September 23, 2023 217 218 **ADJOURNMENT** 219 220 Chairman Pinette adjourned the meeting at 8:09 pm. 221 222



### TOWN OF NORTH HAMPTON, NEW HAMPSHIRE NORTH HAMPTON SELECT BOARD

#### DRAFT MINUTES OF PUBLIC MEETING BUDGET WORKSHOP

#### WEDNESDAY, OCTOBER 11, 2023 1:00 O'CLOCK P.M. NORTH HAMPTON TOWN OFFICES 237A ATLANTIC AVENUE

#### 1. Call to Order by the Chair

Chair Pinette called the meeting to order at 1:07PM. In attendance were Selectman Sununu, Selectman Maggiore, Town Administrator Tully, Fire Chief Lajoie, Police Chief LaBarge, DPW Director Hubbard, Recreation Director Manzi.

#### 2. New Business

#### 2.1 Fiscal Year 2025 Budget Review

Town Administrator Tully stated that department heads would be reviewing their proposed budgets for FY25 to the board, and stated he would like to discuss health insurance rates after everyone had presented.

Chief Lajoie, Chief LaBarge and Public Works Director Hubbard reviewed their proposed budgets.

Town Administrator Tully reviewed the Recreation Department's proposed budget noting that a Director Manzi's is now coming from the Recreation Department Revolving Fund.

Town Administrator Tully stated to the board that health insurance rates are increasing exponentially and the Town has been capped at an increase of 25%. He further stated that changing the town's plans to a high deductible has saved the town money.

Town Administrator Tully stated that the grant agreement from the State of New Hampshire for PFAS remediation at 227 Atlantic Avenue needs to be extended and asked the board for a motion and vote.

Motion by Selectman Sununu to authorize the grant agreement extension. Seconded by Selectman Maggiore. Motion carries 3-0.

Motion by Selectman Sununu at 2:45PM to enter into Non-Public Session pursuant to RSA 91-A:3 II (e). Seconded by Selectman Maggiore. Motion carries 3-0.

47 48 49 50	3.	Any Other Item that may legally come before the Board The Board reserves the right to take action on any item relative to the prudential administration of the Town's affairs, which circumstances may require
51	4.	Adjournment
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53		The public portion of the meeting ended at 2:45PM.
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<b>5</b> 5		Respectfully submitted,
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57		Janet Facella
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#### TOWN OF NORTH HAMPTON, NEW HAMPSHIRE NORTH HAMPTON SELECT BOARD

#### NOTICE OF PUBLIC MEETING BUDGET WORKSHOP **DRAFT MINUTES**

#### **OCTOBER 17, 2023** 1:00 O'CLOCK P.M. NORTH HAMPTON TOWN OFFICES 237A ATLANTIC AVENUE

#### 1. Call to Order by the Chair

Vice Chair Sununu called the meeting to order at 1:00PM. Those in attendance were Selectman Maggiore, Town Administrator Tully, and Finance Director Cornwell. Absent: Chair Pinette

#### 2. New Business

#### 2.1 Fiscal Year 2025 Budget Review

The Board discussed items that are driving increases in the proposed budget including water hydrants, health insurance and police department raises.

Vice Chair Sununu discussed the proposed health insurance increase of 25% and stated that because the town switched plans to high deductible there was a cost savings of \$250,000 over last year. He further suggested the town look into other health insurance carriers to get price comparisons.

Motion by Vice Chair Sununu to authorize release of census date for purposes of shopping medical insurance quotes. Seconded by Selectman Maggiore. Motion carries 2-0.

Town Administrator Tully stated he is unsure where the natural gas, telephone and internet costs will end up as this is the first year in the new building. He also spoke about the recreation revolving fund and whether the cost for water at Dearborn Park should come from that fund or from the general fund.

#### 3. Any Other Item that may legally come before the Board

The Board reserves the right to take action on any item relative to the prudential administration of the Town's affairs, which circumstances may require

#### Adjournment

Vice Chair Sununu adjourned the meeting at 2:10PM.

Respectfully submitted, Janet Facella