

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, MARCH 20, 2023 TIME: 6:00PM

*Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser:*

[https://us06web.zoom.us/webinar/register/WN\\_ZsjABSh\\_SnOwcF3FqEsbDQ](https://us06web.zoom.us/webinar/register/WN_ZsjABSh_SnOwcF3FqEsbDQ)

**6:00PM - ANTICIPATED NON-PUBLIC SESSIONS ARE BEING HELD IN CONFERENCE ROOM A**

1. CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3, II (I)

## AGENDA

*\*Regular portion of City Council meeting to begin at 7:00 p.m.*

- I. WORK SESSION – THERE IS NO WORK SESSION THIS EVENING
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – **N/A**
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE

### PROCLAMATION

1. \*Youth Art Month

VII. ACCEPTANCE OF MINUTES – MARCH 11, 2023 SPECIAL CITY COUNCIL MEETING

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

- A. \*Portsmouth Energy Advisory Committee – Kevin Charette and Peter Somssich

IX. PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)

X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

### First Reading of Ordinance

1. First reading of Ordinance amending Chapter 10 – Accessory Dwelling Unit - Use Regulations, Accessory Dwelling Units, Site Development Standards and Terms of General Applicability (**Sample motion – move to pass first reading and schedule a public hearing and second reading at the April 3, 2023 City Council meeting**)

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

### A. CITY MANAGER CONARD

(*There are no items under City Manager Conard Requiring Action this evening*)

## XII. CONSENT AGENDA

*(Proper Motion for Adoption of Consent Agenda – move to adopt the Consent Agenda)*

- A. Letter from Ken La Valley, Chair, Out of the Darkness, requesting permission to hold the Out of the Darkness Community Walk on Saturday, September 30, 2023 from 10:00 a.m. to Noon ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- B. Letter from Annie Zampitella, Leukemia & Lymphoma Society, requesting permission to hold the 2023 Light the Night New Hampshire on Saturday, September 16, 2023 from 5:00 p.m. to 8:00 p.m. ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- C. Letter from Peter Splaine, Worshipful Master, St. John's Lodge, requesting permission to hold the annual St. John's Sunday Parade on Sunday, June 25, 2023 ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- D. Letter from JerriAnne Boggis, Executive Director, Black Heritage Trail Juneteenth celebration, requesting permission to hold a Reggae Festival, Saturday, June 17<sup>th</sup> from Noon to 10:00 p.m. at Strawberry Banke and the African Burying Ground Memorial on Monday June 19<sup>th</sup> from 11:00 a.m. to 1:00 p.m. The Healing Rhythm of the Drums ***(Anticipated action – move to refer to the City Manager with Authority to Act)***

## XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence ***(Sample motion – move to accept and place on file)***
- B. Letter from Courtney Perkins, Prescott Park Arts Festival, requesting an exception to the City/Prescott Park Arts Festival lease agreement, to add a special tribute performance outside of the season, celebrating seminal musicians in Portsmouth's musical history, the Shaw Brothers on Saturday, September 11, 2023 *(rain date – September 12, 2023)* ***(Sample motion – move to approve)***
- C. Letter from Robert McGuigan, Rolling Thunder NH, requesting establish a POW/MIA Chair of Honor program in Portsmouth ***(Sample motion – move to the City Manager with Authority to Act)***

## XIV. MAYOR McEACHERN

- 1. Appointments to be Considered:
  - Ernest Carrier appointment as alternate to the Planning Board
  - Daniel Main reappointment to the Portsmouth Housing Authority
  - Jacqueline Cali-Pitts reappointment to the Recreation Board
  - Richard Duddy reappointment to the Recreation Board
  - Lauren Krans reappointment to the Recreation Board
  - Jessica Blasko appointment to the Blue Ribbon Sustainability Committee
  - John Patrick Carty appointment to the Blue Ribbon Sustainability Committee
  - Jeffrey Mattson appointment as regular member to the Zoning Board of Adjustment
  - ML Geffert appointment as alternate to the Zoning Board of Adjustment
  - Jody Record appointment as alternate to the Zoning Board of Adjustment

## **XV. CITY COUNCIL MEMBERS**

### **A. COUNCILOR TABOR**

1. Community Power (***Sample motion – move that the Portsmouth City Council hereby authorizes the City Manager to enter into the Cost Sharing Agreement and Member Services Contract for the Complete Service Bundle with the Community Power Coalition of New Hampshire (CPCNH) with City Manager Karen Conard as the Authorized Officer and with elections on p. 19 of the Agreement being “yes”; and***  
***Be it further moved, that the Portsmouth City Council hereby approves CPCNH’s Data Security and Privacy, Energy Portfolio Risk Management, Rates, and Financial Reserves Policies, as presented)***

#### **Included in this packet:**

- ***CPCNH Board Policy, Data Security and Privacy (Policy No. CPCNH-2022-04), effective December 15, 2022***
- ***Energy Portfolio Risk Management, Retail Rates, and Financial Reserves Policies, adopted by CPCNH on December 19, 2022 and amended on March 3, 2023***
- ***CPCNH Cost Sharing Agreement, adopted by CPCNH Board on December 27, 2022***

### **B. COUNCILOR COOK**

1. City Council Donation Policy (***Sample motion – move to bring forward the draft donation policy passed by the Governance Committee, included in the City Council packet, for action at the City Council meeting of April 3, 2023)***
2. Changes to Cemetery Committee Ordinance (***Sample motion – move to schedule first reading of the ordinance change at the April 3, 2023 City Council meeting)***

## **XVI. APPROVAL OF GRANTS/DONATIONS**

*(There are no items under this section of the Agenda this evening)*

## **XVII. CITY MANAGER’S INFORMATIONAL ITEMS**

1. \*McIntyre Update
2. \*Pease Development Authority Update

## **XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**

## **XIX. ADJOURNMENT [at 10:30 p.m. or earlier]**

*\*Indicates verbal report*

**KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK**

## SPECIAL CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: SATURDAY, MARCH 11, 2023

PORTSMOUTH, NH  
TIME: 4:00 PM

**Councilor Moreau moved to come out of Non-Public Session and to seal the minutes of the Non-Public Session. Seconded by Assistant Mayor Kelly and voted.**

### **CALL TO ORDER**

Mayor McEachern called the special meeting to order at 4:00 p.m.

### **ROLL CALL**

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton, Moreau, Bagley, Lombardi, Blalock and Cook

Mayor McEachern stated he called a special meeting on a Saturday because of the upcoming check-in with GSA on Monday and to hear legal advice, which we did in Non-public session and then vote to act upon the legal advice. He clarified that there will be no public comment today but there will be other opportunities based on what happens on Monday.

City Attorney Morrell stated we will be meeting with the GSA on March 13<sup>th</sup> and our deadline is fast approaching for March 31<sup>st</sup>. She stated that we believe we are currently at an impasse with our development partners. She reviewed the background stating the terms of the settlement agreement that was signed in good faith back in April, which require both SoBow Square, Michael Kane, and the City to act in good faith to develop the community plan or a plan substantially similar to that plan at the McIntyre Site through the Monument Program with the National Parks Service and GSA.

She continued that the settlement agreement itself, resolved the lawsuit, and is a legally binding contract on both parties requiring both parties to negotiate in good faith under the terms of the settlement agreement. She stated in simplified terms it requires both parties to act reasonably with the purpose of going forward and developing this project.

She stated that since April 2022, the city has been working on a weekly basis with staff and the development partners, in good faith, to develop the community plan. She stated it took much longer than expected to get to the 50% design schematic in order to put together the cost of construction and expected revenue and put it in a pro forma. She stated we obtained the pro forma from our development partner in November 2022 which outlined the anticipated construction costs, revenues in terms of rents, leases, etc. and indicated a split in costs from what the developer would put into the project and what the city would put in. We came back to the Council in January 2023 and asked for an appropriation to obtain expert financial advice in a review of the construction costs presented by SoBow Square and Michael Kane. She continued that our financial advisors and construction experts have examined the cost of construction and the underlying presumptions behind the numbers for the expected revenues for the project and we are at a place where we believe we have changed those numbers substantially. In order to go forward with an NPS application we need to be able to resolve some critical differences we have with SoBow Square in regards to our development agreement and be able to move forward with negotiating the ground lease, our contribution agreement and the application itself.

She stated what we haven't made clear previously is that since we asked for an extension from GSA to the end of March, we have been under the threat of litigation from SoBow Square in terms of asking for that extended period of time to review those financial figures and this one of the reasons why there has not been more public information available because it is a delicate legal situation for the City. She stated we have continued to negotiate with our city staff development team and SoBow Square to look at the plan to examine how that plan in particular can be constructed to "value engineer" the project to reduce the costs and reduce the city's contribution and have worked with our financial expert to look at ways to increase the revenue stream that would come from the project, to again reduce the city's contribution.

City Attorney Morrell referred to the first development agreement prior to the lawsuit, in which the city was not contemplated to be a contributor. However, as part of the settlement agreement (available online) from the lawsuit the City is required us to make a financial contribution, but the amount is not defined. She stated in terms of negotiating going forward, the City wants SoBow Square to agree in the development agreement and ground lease that it will share in the revenue profits because the City is contributing to the costs of the development. Also, in the previously signed and executed development agreement, there were a number of provisions that laid out what would happen in the event that the project didn't go forward, referred to as termination rights. Those termination rights would allow the City to be done with the project with SoBow Square if the NPS or GSA did not agree to go forward if they don't like the plan, if it doesn't fit the historical requirements of the property, if they don't like the financial plan, if it's not of substantial public benefit, etc. or if we take too much time getting to the bottom line of submitting the application. She stated that our development agreement from the last project had those termination rights clearly stated, and we have been going back and forth with their attorneys and our outside Counsel to keep those rights in the development agreement and have been so far unsuccessful.

She stated as we come up to the deadline of March 31<sup>st</sup>, we believe we are at an impasse. She stated we don't want to terminate the process and want to continue going forward in good-faith and get through the impasse, but we are at a standstill without being able to agree on the termination rights or potential revenue sharing of the project. She stated that given that the GSA has been holding on to the McIntyre site for many years awaiting us to purchase it through the National Monument Program we feel compelled to inform the GSA of the impasse, but the negotiating team wanted to bring it to the Council first and get direction from the Council on how to proceed. She stated that this is an incredibly complex project and highly unusual for a public entity to engage in such an extensive public/private partnership and requires a lot of patience, assistance from experts to city staff, and legal experts to ensure that we continue to work in good faith and abide by the terms of the settlement agreement entered into almost a year ago.

Councilor Tabor asked if it would be fair to say that had we been able to resolve the legal issue and sharing of revenue issue, we wanted to have a public hearing and show the public the pro-forma with a design substantially similar to the community plan but with some compromise modifications.

City Attorney Morrell stated that has always been a part of the time-line that when we arrived at an agreement that we could present the designs, redesigns and modifications and different price ranges

associated with those modifications, we would present those to the public way in advance of submitting an application.

Councilor Tabor asked if it is accurate to say that the tax revenue can be as much as \$860,000.00 from the private value of the property and that we have made great progress, if the public accepts some of the design adjustments, in getting the costs to something that is manageable.

City Attorney Morrell stated that we are very encouraged through the help of our financial experts we believe there is a way to work this project, get it completed and have it be feasible that it would be of substantial public benefit.

Councilor Tabor stated would it be fair to say that in spite of now contributing to the project, which was not in the original agreement of 2017 Council version, we are not where we want to be with the development agreement in termination rights and revenue sharing in the long-term future. He asked if City Attorney Morrell has had a chance to draft a motion to reflect the Council's sentiments.

City Attorney Morrell confirmed his statement and stated she has 2 motions drafted which she then read.

Motion #1:

Request to find that the City is at an impasse with SoBow Square/Michael Kane, in our interpretation of the requirements of the settlement agreement regarding key provisions of the development agreement and the ground lease.

Motion #2:

The City Council to provide authority to the negotiating team to advise the GSA that the City is at an impasse with SoBow Square/Michael Kane.

**Councilor Tabor moved to Request to find that the City is at an impasse with SoBow Square/Michael Kane, in our interpretation of the requirements of the settlement agreement regarding key provisions of the development agreement and the ground lease, seconded by Assistant Mayor Kelley.**

Councilor Denton stated that all of the City Councils he has served on have acted in good faith with our development partner to obtain the McIntyre Building through the Historic Monument Program and just because we have reached an impasse, we are still going to continue to act in good faith with our development partner to obtain the building through the Historic Monument Program.

**Motion passed on a 9-0 vote.**

**Councilor Moreau moved that the City Council authorizes the negotiating team to advise the GSA that the City is at an impasse with SoBow Square/Michael Kane, seconded by Councilor Bagley.**

Mayor McEachern thanked everyone for coming out today and while it is not exciting to be at impasse it is important that this is a Council decision to declare the impasse and to inform the GSA that we are at an impasse. He stated he is a hopeful and optimistic person, but those that are deciding whether or not to continue this process need to know this so they can help facilitate as best they can.

Councilor Blalock asked when we will be informing the GSA.

City Attorney stated we are meeting with the GSA on Monday, March 13<sup>th</sup>.

**Motion passed on a 9-0 vote.**

**Assistant Mayor Kelley moved to adjourn at 4:22 p.m. Seconded by Councilor Bagley and voted unanimously.**

**Respectfully submitted:**

VALERIE A FRENCH  
DEPUTY CITY CLERK

## Section 10.430 Use Regulations

- 10.431 All **buildings** or **structures** hereafter erected, reconstructed, altered, enlarged or moved, and all **uses** hereafter established, shall be in conformity with the provisions of this Zoning Ordinance.
- 10.432 No **building, structure**, or land shall be used for any purpose or in any manner other than that which is permitted in the district in which it is located.
- 10.433 **Buildings, structures** and land owned or leased by the City of Portsmouth shall be exempt from all provisions of this Ordinance except Article 10, Environmental Protection Standards. Nevertheless, the City is urged to comply with all relevant land **use** controls whenever possible and feasible.
- 10.434 The **use** regulations for all zoning districts are listed in Section 10.440 (Residential, Mixed Residential, Business and Industrial Districts), Section 10.450 (Pease/Airport Districts) and Section 10.460 (Municipal and Conservation Districts).
- 10.434.10 The following key applies to the Tables of Uses in Sections 10.440, 10.450 and 10.460:

Symbol	Meaning
<u>AP</u>	<b>use is permitted through Administrative Approval</b>
P	<b>use</b> is permitted in the district
S	<b>use</b> is allowed in the district upon the granting by the Board of Adjustment of a special exception
CU	<b>use</b> is allowed in the district upon the granting by the Planning Board of a conditional use permit
N	<b>use</b> is prohibited in the district



P = Permitted AP = Administrative Approval S = Special Exception CU = Conditional Use Permit N = Prohibited

Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts

P = Permitted AP = Administrative Approval S = Special Exception CU = Conditional Use Permit N = Prohibited

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH	MRO CD4- L1	CD4- L2	MRB	CD5 CD4	GB	G1	G2	B CD4- W	WB	OR	I	WI	Supplemental Regulations
<b>1. Residential Uses</b>																		
1.10 <b>Single family dwelling</b>	P	P	P	P	N	P	P	P	<u>NP</u>	N	P	P	N	N	N	N	N	

P = Permitted AP = Administrative Approval S = Special Exception CU = Conditional Use Permit N = Prohibited

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH	MRO CD4- L1	CD4- L2	MRB	CD5 CD4	GB	G1	G2	B CD4- W	WB	OR	I	WI	Supplemental Regulations
<p>1.20 <b>Accessory dwelling unit</b></p> <p>1.21 <b>Attached accessory dwelling unit (AADU)</b></p> <p><u>1.211 Up to 750 sq. ft. GLA and entirely within an existing <b>single-family dwelling</b></u></p> <p><u>1.212 Up to 750 sq. ft. GLA and in an expansion of an existing <b>single-family dwelling</b></u></p>																		10.814 (Accessory Dwelling Units)

P = Permitted AP = Administrative Approval S = Special Exception CU = Conditional Use Permit N = Prohibited

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH	MRO CD4- L1	CD4- L2	MRB	CD5 CD4	GB	G1	G2	B CD4- W	WB	OR	I	WI	Supplemental Regulations
1.22 <b>Detached accessory dwelling unit (DADU)</b>																		
<u>1.221 Up to 600 sq. ft. GLA and entirely within an existing accessory building that conforms with the dimensional requirements of this Ordinance.</u>	<u>CU</u>	<u>CU</u>	<u>AP</u>	<u>AP</u>	N	<u>AP</u>	<u>AP</u>	<u>AP</u>	N	N	N	N	N	N	N	N	N	
<u>1.222 Up to 600 sq. ft. GLA in an existing accessory building that does not conform with the dimensional requirements of this Ordinance or includes the expansion of the existing accessory building</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	N	<u>CU</u>	<u>CU</u>	<u>CU</u>	N	N	N	N	N	N	N	N	N	
<u>1.223 Up to 750 sq. ft. GLA on a lot and in a new building that complies with all lot and building dimensional standards of this Ordinance for a single-family dwelling</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	N	<u>CU</u>	<u>CU</u>	<u>CU</u>	N	N	N	N	N	N	N	N	N	
<del>1.25 Garden Cottage</del>	<del>CU</del>	<del>CU</del>	<del>CU</del>	<del>CU</del>	<del>N</del>	<del>CU</del>	<del>CU</del>	<del>CU</del>	<del>CU</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>N</del>	<del>10.815 (Garden Cottages)</del>
1.30 <b>Two-family dwelling</b>	N	N	P	P	P	P	P	P	P	N	P	P	N	N	N	N	N	10.640 (Downtown Overlay district)

## 10.814 Accessory Dwelling Units

### 10.814.10 Purpose and Eligibility

10.814.11 The purpose of this section is to provide for additional **dwelling units** within single-family neighborhoods in order to: increase the supply of smaller, more affordable housing units with less need for more municipal infrastructure or further land development; contribute to local housing needs; and provide opportunities for adapted reuse of existing **accessory structures**. The standards in this section are intended to integrate more housing options into the community with minimal impact on the surrounding neighborhood.

10.814.12 ~~One, and only one, Only one~~ **accessory dwelling unit (ADU)** shall be allowed on any **lot** containing a **single-family dwelling**. An **accessory dwelling unit** shall not be allowed under this Section 10.814 on a **lot** that contains more than one **dwelling unit**.

10.814.~~13~~<sup>20</sup> Except as provided elsewhere in this Section 10.814, in order for a **lot** to be eligible for an **accessory dwelling unit**, the **lot** and all proposed **structures** and additions to existing **structures** shall conform to all zoning regulations as follows:

10.814.~~21~~<sup>131</sup> Any municipal regulation applicable to **single-family dwellings** shall also apply to the combination of a **principal dwelling unit** and an **accessory dwelling unit** ~~including, but not limited to, lot area, yards, open space, off-street parking, building coverage, and building height~~. However, an accessory dwelling unit shall be allowed without additional requirements for lot area, lot area per dwelling unit, or frontage beyond those required for a single family dwelling without an ADU in the same zoning district.

10.814.~~22~~<sup>132</sup> An **attached accessory dwelling unit** is permitted on existing **nonconforming lots** and within an existing nonconforming buildings as long as there is provided no increased or new nonconformity is created. ~~in building height or building footprint for any portion of the existing building and no increase to the nonconformity.~~

10.814.~~23~~<sup>133</sup> Newly constructed detached accessory dwelling units shall be governed by the provisions of this Ordinance and the side and rear yard requirements for the applicable zoning or Character District.

~~A detached accessory dwelling unit is not an accessory building or structure for the purposes of this Ordinance, and therefore shall be governed by the applicable minimum yard dimensions in Section 10.521 for a principal building~~

~~or structure and not by the side yard and rear yard standards applicable to an accessory building.~~

~~10.814.14~~ Notwithstanding all of the above provisions, an **accessory building** existing on the effective date of this ordinance may be converted to a **detached accessory dwelling unit** as provided in this Ordinance.

### 10.814.20 Standards for All Accessory Dwelling Units

~~10.814.30~~ All **accessory dwelling units** shall comply with the following standards:

~~10.814.321~~ The **principal dwelling unit** and the **accessory dwelling unit** shall not be separated in ownership (including by condominium ownership).

~~10.814.322~~ Either the **principal dwelling unit** or the **accessory dwelling unit** shall be occupied by the owner's ~~of the dwelling as his or her~~ principal place of residence. The owner shall provide documentation demonstrating compliance with this provision to the satisfaction of the City. ~~that one of the units is his or her principal place of residence.~~

~~10.814.3221~~ When the property is owned by an entity, one or more trusts, one of the **dwelling units** shall be the principal place of residence of one or more principals of that entity, such as the a member or beneficiary(ies) of the trust(s).

~~10.814.23~~ **Accessory dwelling units** shall not have more than two bedrooms.

~~10.814.2433~~ Neither the **principal dwelling unit** nor the **accessory dwelling unit** shall be used for any business, except that the property owner may have a **home occupation** use in the unit that he or she occupies as allowed or permitted elsewhere in this Ordinance.

~~10.814.2534~~ Where municipal sewer service is not provided, the septic system shall meet NH Water Supply and Pollution Control Division requirements for the combined system demand for total occupancy of the premises.

~~10.814.26~~ 1 off-street parking space shall be provided for an ADU in addition to the spaces that are required for the principal single-family dwelling.

### 10.814.30 Additional Standards for Attached Accessory Dwelling Units

~~10.814.40~~ An **attached accessory dwelling unit (AADU)** shall comply with the following additional standards:

10.814.431 An interior door shall be provided between the **principal dwelling unit** and the **AADU accessory dwelling unit**.

10.814.432 The **AADU accessory dwelling unit** shall not ~~have more than two bedrooms and shall not~~ be larger than 750 sq. ft. **in gross living area (GLA).** ~~gross floor area~~. For the purpose of this provision, **the gross floor living area of the AADU** shall not include ~~existing~~ storage space, shared entries, or other spaces not exclusive to the **AADU accessory dwelling unit**.

10.814.433 The **AADU** shall be subordinate to the **principal dwelling unit** in scale, height and appearance, as follows:

~~10.814.331 Any exterior changes to the **single-family dwelling** shall maintain the appearance of a **single-family dwelling**. If there are two or more doors in the front of the **principal dwelling unit**, one door shall be designed as the principal entrance and the other doors shall be designed to appear to be secondary.~~

~~10.814.44 No portion of the **AADU** shall be closer to the **front lot line** than the existing front wall of the **principal dwelling unit**.~~

~~10.814.45 An **AADU** that is attached to the **single-family dwelling** (i.e., created by an expansion of the existing **structure**) shall comply with the following:~~

~~10.814.451 An exterior wall of the **AADU** that faces a **street** on which the **lot** has **frontage** shall comprise no more than 40 percent of the total visible **façade** area of the **dwelling** as seen from that **street**.~~

10.814.4532 An addition to or expansion of an existing **building** for the purpose of creating an **AADU** shall be recessed or projected at least 18 inches from the existing front wall of the **principal dwelling unit**. Where the addition includes the construction of an attached, street-facing garage, it shall be set back at least 10 feet from the front wall of the **principal dwelling unit**.

~~The addition to or expansion of the existing **single-family dwelling** may include an increase in **building height** only as an upward expansion of the existing **principal building** with no increase in building footprint.~~

10.814.4533 The **building height** of any addition or expansion that includes an increase in **building footprint** shall be ~~less than the **building height** of the existing principal building,~~ no greater than 75% of the height of the existing **building**. In the case of a single-story **building**, an addition or expansion

may include either an additional story to the existing building or a single-story addition at the same height as the existing building.

~~10.814.454~~—The **AADU** shall be architecturally consistent with the existing **principal dwelling** through the use of similar materials, detailing, roof pitch, and other **building** design elements.

#### **10.814.40 Additional Standards for Detached Accessory Dwelling Units**

~~10.814.50~~ A **detached accessory dwelling unit (DADU)** shall comply with the following additional standards:

~~10.814.51~~—In a General Residence district, the combination of the **principal dwelling** and the **DADU** shall comply with the minimum **lot area per dwelling unit** specified for the district. (For example, the required **lot area** for a **single-family dwelling** with a **DADU** in the GRA district is 7,500 sq. ft. per **dwelling unit** multiplied by 2 **dwelling units**, or 15,000 sq. ft.) In a Single Residence or Rural district, a lot with a **DADU** shall comply with the minimum **lot area** for the district, but need not comply with the minimum **lot area per dwelling unit**.

~~10.814.4152~~ The **DADU** shall not ~~have more than two bedrooms and shall not~~ be larger than 750 sq. ft. in gross living floor area; ~~except that the maximum gross floor area shall be 1,000 sq. ft. if the lot area is 2 acres or more.~~

~~10.814.41153~~ A **DADU** that is created from an existing **accessory building** that does not comply with its minimum **yard requirements** shall not exceed 600 sq. ft. in **gross living area**.

~~\_\_\_\_\_~~ The **DADU** shall be clearly subordinate to the principal **single-family dwelling** in scale, height and appearance.

~~10.814.531~~—The façade area of the **DADU** that faces a **street** on which the **lot** has **frontage** shall be no more than 40 percent of the combined visible façade areas of the principal **single-family dwelling** and the **DADU** facing the same **street**.

10.814.42 A **DADU** that is created from an existing **accessory building** that does not comply with its minimum **yard** requirements shall comply with the following additional requirements:



- 10.815.421 The existing **accessory building** shall not be expanded either vertically or horizontally, other than through the addition of a front entry not to exceed 50 sq. ft., or a side or rear deck not to exceed 300 sq. ft.; except that the Planning Board may grant a conditional use permit to allow the **gross living area** of the **accessory building** to be expanded up to a total of 600 sq. ft. as provided in this Ordinance.
- 10.815.422 A **DADU** that is within a required **side yard** or **rear yard** setback for the zoning district shall not have any windows, balconies, or doors higher than eight feet above grade facing adjacent property.

10.814.43 The **DADU** shall be ~~clearly~~ subordinate to the principal **single-family dwelling** in scale, height and appearance as follows:-

~~10.814.532~~ ————— The ~~building height~~ of the **DADU** shall be less than the ~~building height~~ of the principal **single-family dwelling**.

~~10.814.533~~ ————— The **DADU** shall be architecturally consistent with the ~~principal dwelling~~ through the use of similar materials, detailing, and other ~~building design elements~~.

~~10.814.54~~ ————— The **DADU** shall be separated from the **single-family dwelling** by at least 20 feet.

10.814.~~431~~<sup>55</sup> The front wall of ~~the a -DADU~~ that is not created within an existing accessory building shall be **set back** at least 10 feet further from the **front lot line** than the existing front wall of the ~~principal -single-family dwelling unit~~.

10.814.432 The **building height** of the building containing the **DADU** shall be no greater than 22 feet.

10.814.433 When the **building** containing the **DADU** is taller than the **principal building**, its required setback from all property lines shall be increased by the difference in **building height** between the **DADU** and the **principal building**.

10.814.434 The **building footprint** of the building containing the DADU shall be no greater than 750 sq. ft.

10.814.435 The **gross floor area** of the building containing the DADU shall be no greater than 1,600 sq. ft. **gross floor area** or 75 percent of the gross floor area of the principal dwelling unit, whichever is less.

10.814.436 The **DADU** may include roof dormers provided they are located outside the required setbacks from all property lines and occupy no greater than 33% of any individual roof plane.

10.814.437 The **DADU** shall comply with the drainage requirements of this Ordinance.

10.814.438 The **DADU** shall comply with the lighting requirements of this Ordinance.

10.814.44 A newly constructed **DADU** shall be separated no less than 5 feet from the principal structure or as required by the Building Code, whichever is greater.

~~10.814.56 No portion of the **DADU** shall be located in any required **front yard**, regardless of the location of the **single-family dwelling**.~~

#### 10.814.50 Architectural Design Standards

Where the creation of an **accessory dwelling unit** involves the construction of a new **building** or an addition to or expansion of an existing **building**, the exterior design shall be architecturally consistent with or similar in appearance to the **principal building** using the following design standards:

10.814.51 The new **building**, addition or expansion shall be architecturally consistent with or similar in appearance to the existing **principal building** with respect to the following elements:

- Massing, including the shape and form of the **building footprint**, roof or any projecting elements;
- Architectural style, design, and overall character;
- Roof forms, slopes, and projections;
- Siding material, texture, and profile;
- Window spacing, shapes, proportions, style and general detailing;
- Door style, material and general detailing;
- Trim details, including window and door casings, cornices, soffits, eaves, dormers, shutters, railings and other similar design elements;
- Exposed foundation materials and profiles.

~~10.814.60 Before granting a conditional use permit for an **attached** or **detached ADU**, the Planning Board shall make the following findings:~~

10.814.52 If provided, the following elements shall be architecturally consistent with or similar in appearance to the corresponding elements on the **principal building** in terms of proportions, materials, style and details:

- Projections such as dormers, porticos, bays, porches and door canopies;
- Chimneys, balconies, railings, gutters, shutters and other similar design elements.

10.814.53 If provided, all street-facing garage doors shall be limited to 9 feet in width.

~~10.814.61~~ ~~Exterior design of the **ADU** is consistent with the existing **principal dwelling** on the **lot**.~~

~~10.814.62~~ ~~The site plan provides adequate and appropriate **open space, landscaping** and **off-street parking** for both the **ADU** and the primary **dwelling**.~~

~~10.814.63~~ ~~The **ADU** will maintain a compatible relationship to **adjacent** properties in terms of location, design, and **off-street parking** layout, and will not significantly reduce the privacy of **adjacent** properties.~~

~~10.814.64~~ ~~The **ADU** will not result in excessive noise, traffic or parking congestion.~~

### 10.814.60 Review and Approval Process

10.814.61 When Section 10.440 indicates that an **attached** or **detached ADU** is permitted by administrative approval (“AP”), the following shall apply:

10.814.611 For a period of at least 30 days following the date of application to the City, the applicant shall post a notice, in the form of a sign provided by the city, that describes the proposed **ADU** application subject to the following:

(1) Such sign(s) shall be located on the perimeter of the **lot** where it can easily be viewed and readable from all abutting public ways.

(2) The applicant shall also provide the sign notice information to the City. The City shall send by certified mail to all owners of any property located within 100 feet of the **lot**.

10.814.612 Any person may submit written comments on the **ADU** application. In order to be considered by the Planning Director, such comments shall be submitted to the Planning Director within the 30-day notice period.

10.814.613 The determination as to whether the **ADU** complies with all requirements shall be made as an administrative review by the Planning Director. If the Planning Director determines that the application is not appropriate for an AP, the application may be denied or may require a conditional use permit.

10.814.64 The Planning Director shall not approve an application for an **ADU** until the conclusion of the 30-day notice period.

10.814.62 ~~Before granting~~ When Section 10.440 requires a conditional use permit for an **attached** or **detached ADU**, the Planning Board shall make the following findings before granting approval:

10.814.621 The **ADU** complies with all applicable standards of this Section 10.814 or as may be modified by the conditional use permit.

10.814.622 The exterior design of the **ADU** is architecturally consistent with or similar in appearance to the existing principal **dwelling** on the lot.

10.814.623 The site plan provides adequate and appropriate **open space and landscaping** for both the **ADU** and the ~~primary dwelling~~ **principal dwelling unit**, and complies with the **off-street parking** requirements of Section 10.814.26.

10.814.624 The **ADU** will maintain a compatible relationship ~~to with~~ the character of adjacent and neighborhood properties in terms of location, design, and **off-street parking** layout, and will not significantly reduce the privacy of **adjacent** properties.

10.814.6370 In granting a conditional use permit for an **accessory dwelling unit**, the Planning Board may modify a specific standard set forth in Sections 10.814.~~2640~~ and ~~or~~ 10.814.~~3052~~ through 10.814.~~506~~ (except the size and height of any ADU), including requiring additional or reconfigured **off-street parking** spaces, provided that the **Board** finds such modification will be consistent with the required findings in Section 10.814.~~620~~.

### 10.814.70 **Post-Approval Requirements**

10.814.7180 Documentation of the conditional use permit approval shall be recorded at the Rockingham County Registry of Deeds, together with an affidavit that either the principal dwelling unit or the accessory dwelling unit will be

occupied by the owner of the **dwelling** as the owner's principal place of residence, as required by Section 10.814.22.

10.814.~~72~~<sup>90</sup> A certificate of use issued by the Planning Department is required to verify compliance with the standards of this Section, including the owner-occupancy and principal residency requirements. Said certificate shall be issued by the Planning Department upon issuance of a certificate of occupancy by the Inspection Department ~~and shall be renewed annually upon submission of such documentation as the Planning Department may require to verify compliance.~~ A certificate of use shall not be issued prior to recording of documentation as required by this Ordinance 10.814.80.

10.814.73 The certificate of use shall be renewed annually upon submission of such documentation as the Planning Department may require to verify continued compliance with the standards of this Section. Failure to comply with this requirement shall be deemed a violation of the ordinance and may be enforced as provided in Article 2.

## ~~10.815—Garden Cottages~~

~~An **accessory building** existing on the effective date of this ordinance may be converted to a **garden cottage** through a conditional use permit granted by the Planning Board, subject to the following provisions and limitations:~~

~~10.815.10 One **garden cottage**, and only one, shall be allowed on any **lot** containing a **single-family dwelling**.~~

~~10.815.20 Relationship to other provisions of this Ordinance:~~

~~10.815.21 No **garden cottage** shall be allowed on the same **lot** as an **accessory dwelling unit** authorized under this Ordinance.~~

~~10.815.22 The establishment of a **garden cottage** results in two **dwelling units** on the property and thus makes the property ineligible to establish an **accessory dwelling unit** under RSA 674:72-73 and this Ordinance. As a condition of receiving a conditional use permit for a **garden cottage**, the property owner shall waive all rights under RSA 674:72 and RSA 674:73.~~

~~10.815.23 A **garden cottage** that complies with the standards of this section is exempt from the residential density standards of the Zoning Ordinance. A second **dwelling unit** on a **lot** that does not comply with the standards of this section shall be considered to be either a second primary **dwelling** or an **accessory dwelling unit** and shall comply with the applicable standards and provisions of the Ordinance.~~

~~10.815.30~~ — ~~**Garden cottages**~~ shall comply with the following standards:

~~10.815.31~~ — The existing ~~**accessory building**~~ shall not be expanded either vertically or horizontally, other than through the addition of a front entry not to exceed 50 sq. ft., or a side or rear deck not to exceed 300 sq. ft.

~~10.815.32~~ — A ~~**garden cottage**~~ shall not be larger than 600 sq. ft. ~~**gross floor area.**~~

~~10.815.33~~ — A ~~**garden cottage**~~ that is within a required ~~**yard**~~ for the zoning district shall not have any windows or doors higher than eight feet above grade facing the ~~**adjacent**~~ property.

~~10.815.34~~ — The ~~**principal dwelling unit**~~ and the ~~**garden cottage**~~ shall not be separated in ownership (including by condominium ownership); and either the ~~**principal dwelling unit**~~ or the ~~**garden cottage**~~ shall be occupied by the owner of the property. The owner shall provide documentation demonstrating to the satisfaction of the City that one of the units is his or her principal place of residence.

~~10.815.341~~ — When the property is owned by one or more trusts, one of the ~~**dwelling units**~~ shall be the principal place of residence of the beneficiary(ies) of the trust(s).

~~10.815.35~~ — Where municipal sewer service is not provided, the septic system shall meet NH Water Supply and Pollution Control Division requirements for the combined system demand for total occupancy of the premises.

~~10.815.40~~ — Before granting a conditional use permit for a ~~**garden cottage**~~, the Planning Board shall make the following findings:

~~10.815.41~~ — Exterior design of the ~~**garden cottage**~~ is consistent with the existing ~~**single-family dwelling**~~ on the ~~**lot.**~~

~~10.815.42~~ — The site plan provides adequate and appropriate ~~**open space, landscaping, and off-street parking**~~ for both the ~~**garden cottage**~~ and the primary ~~**dwelling.**~~

~~10.815.43~~ — The ~~**garden cottage**~~ will maintain a compatible relationship to ~~**adjacent**~~ properties in terms of location and design, and will not significantly reduce the privacy of ~~**adjacent**~~ properties.

~~10.815.44~~ — The ~~**garden cottage**~~ will not result in excessive noise, traffic or parking congestion.

~~10.815.50 — In granting a conditional use permit for a **garden cottage**, the Planning Board may modify a specific dimensional or parking standard set forth in Section 10.815.30, including requiring additional or reconfigured **off-street parking** spaces, provided that the Board finds such modification will be consistent with the required findings in Section 10.815.40.~~

~~10.815.60 — Documentation of the conditional use permit approval shall be recorded at the Rockingham County Registry of Deeds.~~

~~10.815.70 — A certificate of use issued by the Planning Department is required to verify compliance with the standards of this Section, including the owner-occupancy and principal residency requirements. Said certificate shall be issued by the Planning Department upon issuance of a certificate of occupancy by the Inspection Department and shall be renewed annually upon submission of such documentation as the Planning Department may require to verify compliance. A certificate of use shall not be issued prior to recording of documentation as required by 10.815.60.~~

## Article 11 Site Development Standards

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### Section 10.1110 Off-Street Parking

#### 10.1113.20 Location of Parking Facilities on a Lot

Required **off-street parking** spaces shall not be located in any required **front yard**, or between a **principal building** and a **street** (including on a **corner lot**). This restriction shall not apply to required **off-street parking** for a **single-family dwelling** (including the combination of a **single-family dwelling** and an **accessory dwelling unit**) -or **two-family dwelling**.



## Article 15 Definitions

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### Section 10.1530 Terms of General Applicability

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## A

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#### **Accessory building or structure**

A subordinate **building** located on the same **lot** with the principal **building**, occupied by or devoted to an **accessory use**. Where an **accessory building** is attached to the main **building** in a substantial manner, as by a wall or roof, such **accessory building** shall be considered part of the main **building**. For the purpose of this Ordinance, a **detached accessory dwelling unit that is not created within an existing accessory building** is not an **accessory building** or **structure**.

#### **Accessory dwelling unit (ADU)**

An **attached or detached dwelling unit** that is constructed on the same **lot** as a **single-family dwelling** and complies with the standards for **accessory dwelling units** set forth in this Ordinance.

#### **Attached accessory dwelling unit (AADU)**

An **accessory dwelling unit** that is constructed within or attached to a **single-family dwelling**. For the purpose of this definition, “attached” means:

- (a) located within the **dwelling** and separated from the **principal dwelling unit** either horizontally or vertically, or
- (b) sharing a common wall for at least 25 percent of the length of the side of the **single-family dwelling**.

“Attached” does not include connection to the **single-family dwelling** solely by an unenclosed **structure** (such as a breezeway) or by an enclosed but unconditioned space.

#### **Detached accessory dwelling unit (DADU)**

An **accessory dwelling unit** that is constructed within an ~~accessory detached~~ **building** on a **lot** containing one **single-family dwelling**. A detached accessory dwelling unit may be connected to the **single-family dwelling** by an unenclosed **structure** (such as a breezeway) or by an unconditioned space.

#### **Accessory use**

A **use** that is incidental and subordinate to the **principal use** and located on the same **lot** with such **principal use** or **building**.

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# G

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## **Garden cottage**

~~A **dwelling unit** that is constructed through conversion of an **accessory building** on the same **lot** as a **single family dwelling** and complies with the standards for **garden cottages** set forth in the Ordinance.~~

## **Gross floor area (GFA)**

The sum of the areas of the several floors of a **building** or **buildings** as measured by the exterior faces of the walls, but excluding the areas of fire escapes, unroofed porches or terraces, and areas such as basements and **attics** exclusively devoted to **uses** accessory to the operation of the **building**. If the exterior walls are greater than 6 inches thick, then the **gross floor area** shall be adjusted to a maximum of a 6-inch thick wall.

## **Gross living area (GLA)**

The total area of finished residential space in an accessory **dwelling unit**, including all conditioned living space, but excluding unconditioned space such as decks, porches, garages, or other such spaces that have not been converted into living space. **GLA** is calculated by measuring the interior perimeter of the **accessory dwelling unit**.



Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

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City Hall, One Junkins Avenue  
Portsmouth, New Hampshire 03801  
kconard@cityofportsmouth.com  
(603) 610-7201

**Date:** March 16, 2023

**To:** Honorable Mayor McEachern and City Council Members

**From:** Karen S. Conard, City Manager *KSC*

**Re:** City Manager's Comments on City Council Agenda of March 20, 2023

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### *X. Public Hearings and Votes on Ordinances and/or Resolutions:*

There are no items under this section of the Agenda this evening.

### *XI. City Manager's Items Which Require Action:*

There are no City Manager Action Items to consider at this evening's meeting.

### *XVII. City Manager's Informational Items:*

1. **McIntyre Update:**

City Attorney Susan Morrell and I will provide an update on the McIntyre Redevelopment Project at this evening's meeting.

2. **Pease Development Authority Update:**

As a recently appointed member of the Pease Development Authority Board of Directors, I will plan to provide verbal updates to the City Council and members of the public following their monthly meetings.



March 6, 2023

City of Portsmouth  
Mayor's Office  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Honorable Mayor McEachern and City Council Members;

The Portsmouth chapter of the AFSP Out of the Darkness Walk has hosted a fundraising and education walk since 2006 in Portsmouth. This event has grown to more than 600 walkers annually. We would like to continue the tradition and success of this program and are asking for permission to again host an in-person Out of the Darkness Community Walk in the City of Portsmouth.

**The proposed date and time are as follows;**

**Date: September 30, 2023 (Saturday)**

**Registration Begins: 8:30am**

**Walk Duration: 10am – Noon**

We would like to again request use of Pierce Island as the event location and walk starting point again this year. We would like to request access to electricity (Extension cord) as in past years as well.

We would like to thank you for your consideration and look forward to your decision.

Respectfully,

A handwritten signature in black ink that reads "Ken La Valley". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Ken La Valley, Chair  
OOTD Walk Committee  
603-556-0823  
66 Hunter Lane  
Barrington, NH 03825



March 6, 2023

Mr. Deaglan McEachern  
Mayor of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Mayor McEachern and City Council,

I am reaching out on behalf of the Leukemia and Lymphoma Society (LLS) and Conventures, Inc. to formally request permission to hold the 2023 Light the Night New Hampshire in the City of Portsmouth on Saturday, September 16<sup>th</sup>. Light the Night events have a mission to bring light to the darkness of blood cancer by providing patients access to treatment and research. Previously hosted in the City of Nashua, LLS is requesting to relocate their New Hampshire market to the City of Portsmouth at Little Harbour School.

The event is scheduled for Saturday evening, 5:00PM- 8:00PM, and will feature stage programming and an illuminated walk to recognize those effected by blood cancer. I have attached our suggested walking route that would require the following use of sidewalks:

South Street, Junkins Ave, Lincoln Ave, Miller Ave, and Clough Dr -7:00PM-8:00PM

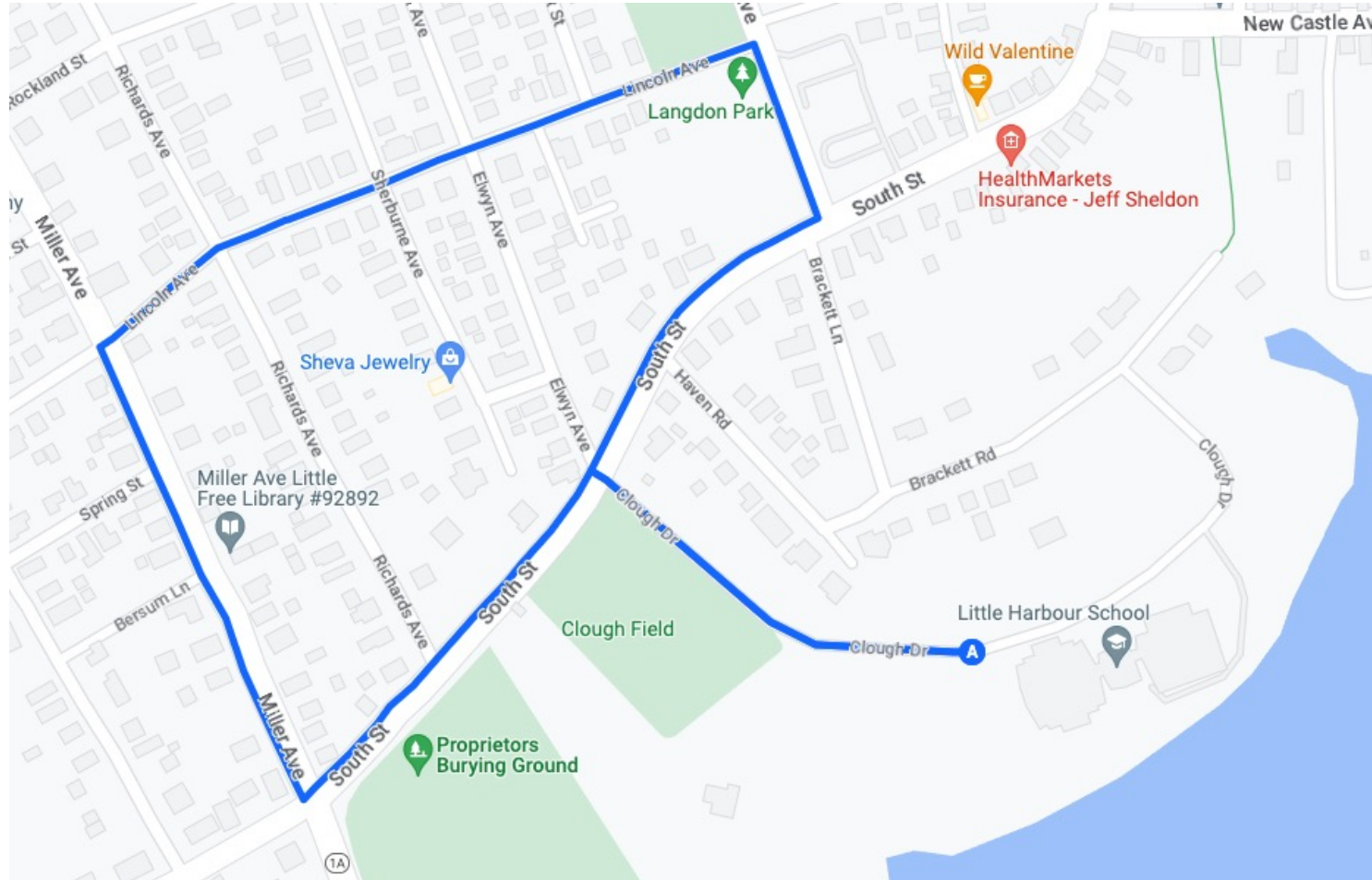
We expect to draw a field of 500 participants of all ages. Please feel free to contact me at 617-204-4234 with any questions or concerns you may have. Thank you in advance for your consideration.

Sincerely,

Annie Zampitella  
Senior Account Executive, Sports Events  
Conventures, Inc.

## 2023 Light the Night PORTSMOUTH

Route Map



Exit event site up the driveway of LHS to South St, turn right onto South St, left onto Junkins Ave, left onto Lincoln Ave, left onto Miller Ave, left onto South St, and right onto Clough Dr to finish at event site



Peter Splaine – Worshipful Master  
St. John's Lodge No 1 F. & A. M.  
351 Middle Street – Portsmouth, NH 03801

March 13, 2023

To: The City Manager  
1 Junkins Ave.  
Portsmouth, NH 03801

Dear Ms. Conard:

I am requesting that we be allowed to hold our annual St. John's Sunday Parade on Sunday June 25, 2023. This tradition has gone on for over 100 years and we propose to assemble at the William Pitt Tavern at 416 Court Street and commencing at 8:50 AM we will march to St. John's Church for church services at 9:30 AM. After the conclusion of services, we propose to march back to the William Pitt Tavern. We will have the usual insurance that is required and look forward to your response.

Sincerely,

Peter Splaine, Worshipful Master  
St. John's Lodge #1 Portsmouth, NH  
Splaine20@gmail.com  
603-812-8835 mobile

Episcopal Church  
Recently viewed

Bow St

Harbor W

Daniel St

Scott Ave

Dutton Ave

Massimo's -  
ristorante Massimo  
top rated

Raleigh Wine  
Bar + Eatery  
Top rated



The Rosa  
Not too busy

Dom's Japanese  
Japanese • \$\$

State Street

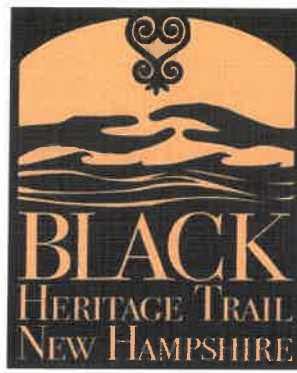
Washington St

Court St

William Pitt Tavern







Ms. Karen Conard, City Manager  
Portsmouth City Hall  
1 Junkins Ave  
Portsmouth, NH 03801

February 14, 2023

Dear Ms. Conard,

Our 2023 Black Heritage Trail Juneteenth celebration, which will take place on June 10, 15, 16, 17, 18, & 19, will focus on the African Diaspora. We are writing the city to ask permission to use public spaces, and approval for two specific programs.

**Reggae Festival, Saturday, June 17, noon-10 PM, Strawberry Banke**

**CHANTING DOWN BABYLON: REDEMPTION SONGS OF THE DIASPORA:** This festival, celebrating the music of the African Diaspora and honoring the legacy of roots reggae, features international artists, Caribbean and other ethnic foods, craft vendors, and a chance to vibe to great music. This festival, held at Strawberry Banke, will be using tents, a stage, amplification, and lights on the stage. We will also have food vendors, craft vendors, and plan to have a licensed bar during the main reggae performance from 6:00 PM to closing.

**African Burying Ground Memorial (also streaming live) Monday, June 19, 11 AM -1PM**

**THE HEALING RHYTHM OF THE DRUMS:** This commemorative event, live streaming from the Portsmouth African Burying Ground, pays homage to the ancestors buried there. The healing beat of the drums provided by Akwaaba Ensemble, an African drumming and dance group, and a ceremony by Rev. Robert Thompson will honor the ancestors who survived upon these shores.

We believe that utilizing these spaces enhances the experience of Juneteenth for the Portsmouth community, and brings greater public attention to the meaning of this federal holiday and we thank you for your consideration.

Sincerely,

JerrAnne Boggis, Executive Director

222 Court Street, Portsmouth NH 03801 | 603-570-8469 | [www.blackheritagetrailnh.org](http://www.blackheritagetrailnh.org)

## CITY COUNCIL E-MAILS

Received: March 6, 2023 (after 5:00 p.m.) – March 16, 2023 (before 9:00 a.m.)

### March 20, 2023 Council Meeting

**Submitted on Mon, 03/06/2023 - 09:53**

**Full Name**

Tom Morgan

**Email**

[tzm7@mac.com](mailto:tzm7@mac.com)

**Subject**

Electric Vehicle Charging Stations

**Address**

39 Richards Avenue

**Message**

In order for our nation to realize a timely transition to electric vehicles, charging stations must be ubiquitous.

Last year, Councilor Denton drafted a zoning amendment that would permit EV fast-chargers in the city center. On May 2, 2022 the City Council voted 8-0 "to approve and send the draft Zoning Ordinance amendments regarding Electric Vehicle Charging Stations to the Planning Board for review and recommendation back to the City Council for first reading."

Planning Board members inform me that they have not yet received the amendment. Can someone tell me when city staff plans to transmit this document to the Planning Board?

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

**Submitted on Tue, 03/07/2023 - 12:26**

**Full Name**

Gerald Duffy

**Email**

[gduffy44@gmail.com](mailto:gduffy44@gmail.com)

**Subject**

Public comment

**Address**

428 Pleasant Street #3

**Message**

Dear Mayor and councilors:

The United States has been very good to me. I became a citizen in 2000 and I cannot tell you how much I cherish the American ideals, the tradition of free speech and the freedoms that citizenship provides. I think about that every time I write or speak, in praise or criticism, about my government.

I was just now watching the video of the March 6 city council meeting after the fact and had to pause after public comment to write this. The public comments by Mark Brighton were appalling in affect and quality. No-one, on or off the dais, should have to witness that kind of childish tantrum from an adult in a council chamber, where presence is a privilege.

I know, for the many obvious reasons, that the mayor is very reluctant to press harder for respectful comments in the chamber. His welcoming of all voices has been genuine and consistent since he took the gavel. Frankly, I don't know how he does it. But, his request — a very small ask — to hold applause during discussion of contentious topics is, after a month or so or acceptance, now ignored, always by the same small group of citizens. He is generous to a fault.

But I fail to see what Brighton said — a litany of rude, nasty, personal attacks and insults against elected councilors — as having any civic value whatsoever. He is abusing a privilege. His disrespect for the chamber should be met by a firmer sense of limits. He showed nothing but contempt for the chamber, the council, and all the residents who had to sit through that. It's fine to say that having to sit through that goes with the territory of an elected official. I understand that but don't agree with it. Freedom of speech is not without limits. In fact, most of us seem to forget (unlike some of our founders) that freedom also includes not just "freedom to," but also "freedom from." Assuming there are no posted rules, I may be free to play loud heavy metal music on a quiet beach, but you're just as free not to have to listen to it. There's always a dialectical tension between those two poles, a place where reasonable people can find compromise. So to with public comment in the chamber.

Would the mayor want his own young children to witness that kind of speech at a council meeting? If I wanted to introduce a child of mine to the workings of our government, one of the first places I would take him or her would be a council meeting. I would want the child to experience the disagreement of people with different perspectives on the matters important to our city. I would expect them to watch councilors ask good questions and work towards compromise, even respectfully argue a bit. I would expect my fellow citizens who spoke up to be passionate in their own words and style, but also to stay within the bounds of decency. I could explain all that to a child and they

would be able to understand it. However, I would not know how to explain the fact that Brighton's tirade was accepted as par for the course. If you want the chamber to be a place for anyone of our community to attend, I suggest you find a way to discuss the nature of public comment and how it could be better conducted.

Believe me, I understand the risks that go with what some would surely call restraint, but I also know that stronger measures to safeguard decency in the chamber would win far more support than opposition. I am certain the vast majority of Portsmouth citizens would not dream of behaving like Brighton or approve it from others.

Similarly, if we want citizens of all ages and backgrounds to step up and run for office, why should we expect anyone to want to subject themselves to the kind of vitriol Brighton spewed out on Monday and which he has done in the past time after time? People on the dais may be able to tune some of it out, but it must have an effect, and not a constructive one.

Not easy stuff, I know, but it is a kind of elephant in the room. I hope you find a way to at least discuss the matter in public. I also hope it becomes a topic for the wider public and that and the Herald will write about it.

Regards,  
Gerald Duffy

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

---

**Submitted on Tue, 03/07/2023 - 16:50**

**Full Name**

Erik Anderson

**Email**

[andy42152@aol.com](mailto:andy42152@aol.com)

**Subject**

Councilor Denton's Comments

**Address**

38 Georges Terrace

**Message**

Dear Councilors,

This message is in reference to Councilor Denton's statements during the 3/7/23 council meeting and where my name was mentioned with inaccurate implications. I do appreciate that he stated that during my tenure as the city of Portsmouth representative on the PDA board of directors I monthly informed the city council, for 3 years, of agenda items that were of importance and meaningful to the city council and the city of Portsmouth. I feel that it was a responsibility of the position for the knowledge of the city council and trust and hope that the city manager will report to you and the city matters of concern that are important and meaningful. What I took exception in Councilor Denton's comments with my name referenced was that he initially opposed me being on the PDA BOD because I was against offshore wind development. That is simply not accurate. I have committed a considerable amount of time and effort to understand and follow the process of the development of offshore wind (OSW). From possibly Councilor Denton's distant view of this subject he might conceive that OSW is the panacea of any fossil fuel energy / environmental concerns. In stepping closer to the issue I have come to understand that it has a variety of environmental challenges and issues not well addressed or understood in its development. This issues range in subjects of marine mammal concerns, marine habitat degradation, marine noise pollution, electro magnetic fields effecting marine fish and marine mammal behavior, navigational consequences associated with OSW development, absence of programmatic environmental impact statements, aviatic mortality, environmental monitoring, transmission line effects, de-commissioning, and other associated issues as stated, not well understood. In a public comment response paper authored by myself and two other individuals to the Bureau of Energy Management (BOEM) these issues were addressed along with recommendations on the location of any OSW turbines that might minimize their potential not well understood consequences. Similar environmental concerns were expressed and submitted to BOEM from NH Fish & Game Dept. as we were the only New Hampshire commenters. I have attended many seminars, conferences and monthly legislative meetings with regards to OSW development and have been recognized as positively contributing to the discussion. I won't elaborate further but again, take exception to Councilor Denton's statements of implication that I was against OSW. I have attended nearly every event of importance on this subject and have never witnessed Councilor Denton's attendance so I challenge his remarks and inferences without merit or credence. Hopefully I have clarified my opinion and position on OSW quite different from his statements. It would be interesting to here the position of the Portsmouth City Council on this subject since it has implications to the city in a variety of categories. I would at any time wish to contribute to that conversation.

With thanks to your time, concern in welcoming any replies.

Erik Anderson

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

**Submitted on Wed, 03/08/2023 - 13:41**

**Full Name**

Jim Lee

**Email**

[jim@jimlee.com](mailto:jim@jimlee.com)

**Subject**

Work Force and Affordable Housing video

**Address**

520 Sagamore Avenue

**Message**

Greetings all,

Here's a great, 5 minute video from our New Hampshire Realtors legal council talking about the definitions of what workforce and affordable housing is and is not. I thought you might find it interesting.

<https://youtu.be/KfOrGNmdesk>

Best regards,

Jim Lee

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

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**Submitted on Fri, 03/10/2023 - 12:46**

**Full Name**

Joan Hamblet

**Email**

[jhamblet4@gmail.com](mailto:jhamblet4@gmail.com)

**Subject**

Sherburne School Workforce Housing Project

**Address**

447 COLONIAL DR

**Message**

Dear City Councilors,

In attending the Land Use Committee meeting this morning, I heard a couple residents of Pannaway Manor refer to their fears about the city "gifting" the Sherburne School property to the Portsmouth Housing Authority. It is my understanding that you would probably "lease" the property, not gift or transfer it. If you lease the property, does that give the city more "control" over the potential housing development? And if you keep "control", would that include having some influence over the size of buildings, type of buildings and number of units? I have heard other residents say or imply that they are afraid of the city losing control if we give away the property. If you could clarify this at the upcoming neighborhood meeting Monday night (March 13) it would be helpful as we gather information and manage expectations. Thank you for making these efforts to work with our community. I look forward to the meeting Monday.

Sincerely, Joan Hamblet

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.** Yes

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Prescott Park Arts Festival  
P.O. Box 4370  
Portsmouth, NH 03802  
603.436.2848

March 10, 2023

Courtney Perkins  
**Executive Director**

Karen Conard  
City Manager  
City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

*Board of Directors*

John Tabor  
**Chair**

Michael Harrison  
**Co-Vice Chair**

Elisabeth Robinson  
**Co-Vice Chair**

Kenneth Bellevue  
**Treasurer**

Elizabeth Pollock  
**Secretary**

Claudette Barker  
John Bohenko  
Rachael DiLorenzo  
Tyler Goodwin  
Jacob Levenson  
Amanda McSharry  
Mariah Morgan

Dear Ms. Conard,

The Prescott Park Arts Festival would like to formally request an exception to the City/Prescott Park Arts Festival lease agreement, as we would like to add a special tribute performance outside of our season, celebrating seminal musicians in Portsmouth's musical history, the Shaw Brothers.

The Festival is excited to partner with Jessica Shaw, to produce a Shaw Brothers Tribute concert. Ron and Rick Shaw performed nationally and internationally including original music in addition to well-known songs from the folk genre. As New Hampshire natives, they enjoyed performing most in their home state, in particular at Prescott Park, Portsmouth, where they performed live for 22 consecutive summers to literally thousands that would turn out for every show. In fact, by popular demand, their album "Concert in the Park" was recorded live in Prescott Park (the first ever of its kind).

Falling within the overall timeframe of the Portsmouth 400<sup>th</sup> celebration, we feel this is a particularly timely way to honor important figures in Portsmouth's musical history.

The special tribute performance would be slated for:

**Saturday, September 11, 2023**  
**Rain date: September 12, 2023**

Our hope is that the Shaw Brothers would be honored with both local and national acts in the folk genre doing short sets in a one-day festival style, allowing this event to truly celebrate all the Shaw Brothers accomplished and how much Prescott Park meant to them.

And, of course, the timing of the event would fall within determined curfews established in the contract.

Thank you for your time and consideration. We look forward to hearing from you soon on this matter. Please feel free to contact me with any questions or concerns.

Best regards,

A handwritten signature in black ink that reads "Courtney Perkins". The signature is written in a cursive, flowing style with a long horizontal stroke extending to the right.

Courtney Perkins  
Executive Director

# POW/MIA Chair of Honor program



Greetings,

My name is Robert McGuigan and I am the chairperson for the Rolling Thunder ® NH Chapter 1, POW/MIA Chair of Honor program.

For those of you that don't know what this program is, it is a program that was started in the south at a racetrack where a chair was set up in a prominent place at the track. The chair was painted in black and had the POW/MIA symbol on it and a plaque that told the purpose of this chair. The plaque, in general, told that the chair would remain empty, and act as a place holder, for all those who cannot be in attendance.

Since then the program has morphed into a program where a POW-MIA Chair of Honor in any location is to remain perpetually empty to help people remember that even though our soldiers are not here, there is still a space for them.

POW/MIA Chairs of Honor can be found in public spaces ranging from professional sports stadiums to small town halls, city halls, and everywhere in between. Rolling Thunder®, Inc. chapters nationwide may also have a portable POW-MIA Chair of Honor for their individual chapter activities.

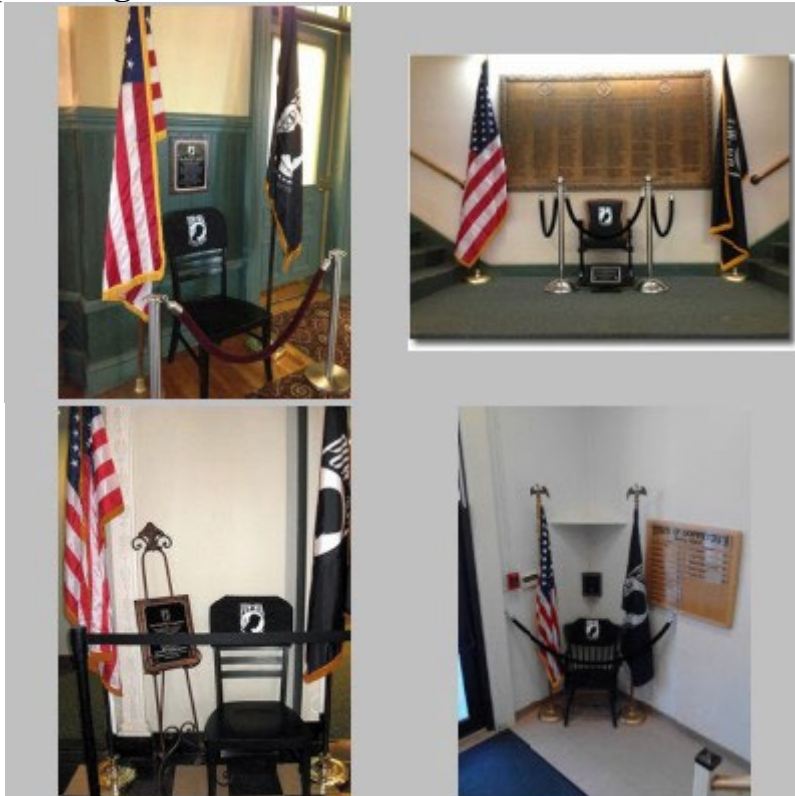
A POW/MIA Chair of Honor is very simple yet POWERFUL, it's a single back chair with the POW/MIA Logo on it which is then flanked by the American Flag and the POW/MIA Flag. Along with the Chair is a plaque that states since WWI over 91 thousand servicemen remain unaccounted for. This chair is in their honor until they come home. They will not be FORGOTTEN. As mentioned, these chairs of Honor are currently in sports venues, town halls, city halls, schools, and Town Libraries, etc.

The Rolling Thunder®, Inc. National POW-MIA Chair of Honor Program is intended to support Rolling Thunder's main mission by bringing daily reminders of the POW-MIA issue to cities and towns, big and small, across the nation.

### Listing of Rolling Thunder NH1 “POW/MIA Chair of Honor” Installations

Loudon, NH – NHMS - 2011	Goffstown, NH - Town Hall - 2013
Nashua, NH – Hollman stadium - 2013	Manchester, NH – Gill Stadium – 2013
Auburn, NH – Veterans Park - 2013	Salem, NH – Town hall - 2014
Belmont, NH – Town Hall – 2014	Lee, NH – Lee Racetrack – 2014
Manchester NH - Northeast Delta Stadium – 2014	Kearsarge , NH - Kearsarge Regional High School - 2014
Derry, NH – Town hall – 2015	<b>State of NH, state Capital Hall – 2015</b>
Hooksett, NH Veterans Park – 2015	Londonderry, NH – Town hall - 2015
Epping, NH – Town hall – 2016	Keene, NH – Keene High School Girls softball team – 2016
Rochester, NH – Town hall - 2018	Wakefield, NH – Town hall – 2018
Andover, NH – American Legion Display - 2018	Seabrook, NH – Town hall - 2018
Sandown, NH - Sandown Regional HS - 2019	Epping, NH - Epping HS Boys Baseball team - 2019
Sandown, NH – Town Hall - 2019	Rockingham County, NH - County Office – 2019
Derry, NH - Pinkerton HS - 2021	Pembroke, NH - Pembroke Library -2021
Allenstown, NH - Allenstown Town Hall - 2021	

### Sample Images of “POW/MIA Chair of Honor” Installations







# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.



Committee: Building Code Board of Appeals

Planning Board OR Zoning Board

Name: Ernest Carrier Telephone: 6034313475

Could you be contacted at work? YES  NO  If so, telephone# 617-799-1170

Street address: 50 F W HARTFORD DR

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): ejcarrier@comcast.net

How long have you been a resident of Portsmouth? 42 years

Occupational background:

General Construction Superintendent City of Boston Ma.

Please list experience you have in respect to this Board/Commission:

City of Portsmouth Planning Board member for 10 years (resigned)

City Of Portsmouth Building Committee for Middle School



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

Would you be able to commit to attending all meetings? YES  NO

Reasons for wishing to serve: \_\_\_\_\_

Help the City using my experiences and expertise in the building field.

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Please list any organizations, groups, or other committees you are involved in:

City Of Boston Building Board( Retired)

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Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) Mr. Theodore Ristaino 35 F. W. Hartford Drive Portsmouth, N. H.  
Name, address, telephone number 603-436-2451

2) Mr. Thomas Ferrini 69 Taft Road Portsmouth, N.  
Name, address, telephone number 603-432-0287

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: E. J. Carrier  Date: 3-15-22

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No     

**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume' along with this application



Committee: Portsmouth Housing Authority

Renewing applicant

Name: Daniel V. Main Telephone: (603) 433-8843

Could you be contacted at work?  YES  NO - If so, telephone # (603) 502-2643

Street address: 4 Cleveland Drive, Portsmouth NH 03801

Mailing address (if different): same

Email address (for clerk's office communication): Main.d@comcast.net

How long have you been a resident of Portsmouth? 30 years

Occupational background:

40 years experience in Accounting, Finance and Management in various industries. Currently employed as Manager of Regulatory Services and Corporate Compliance at Unifil Corporation. Previous roles include Assistant Controller and Manager of Finance. I am a CPA in the State of NH.

Would you be able to commit to attending all meetings?  YES  NO

Reasons for wishing to continue serving: I have been a PHA Commissioner since November 2020. I was named Treasurer upon my appointment. I am a strong advocate of the Mission, Vision and Values of the PHA, and believe I provide valuable guidance to the Executive Director and the Finance Director.



Please list any organizations, groups, or other committees you are involved in:

Portsmouth City Soccer Club - Director and Treasurer

Portsmouth High School Athletics - Game Day Staff, Volunteer Assistant Baseball Coach

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) Kathie Lynch, 3 Boyan Place, Portsmouth (603) 996-8651  
Name, address, telephone number

2) Claire Ingwersen, 332 Jones Ave., Portsmouth (603) 431-5961  
Name, address, telephone number

**BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:**

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: DPVdl Date: 2/15/23

**CITY CLERK INFORMATION ONLY:**

New Term Expiration Date: 04/01/2028

Annual Number of Meetings: 12 (2022) Number of Meetings Absent: 0

Date of Original Appointment: 10/19/2020

**Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.

Committee: Recreation

**RECEIVED**  
FEB 27 2023  
Renewing applicant  
By

Name: JACQUELINE CAM-PITTS Telephone: 603 431 7659

Could you be contacted at work? YES/NO - If so, telephone# N/A

Street address: 40 Bedford Way #112 Portsmouth

Mailing address (if different): Same As Above

Email address (for clerk's office communication): cal10917@aol.com  
13ero

How long have you been a resident of Portsmouth? 50 yrs

Occupational background:

Social work, Verizon AT&T (state dept) SVCS,  
Teacher

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: I have served on the board  
for many years. I am committed to make recreation  
opportunities for all our citizens. Recreation is no longer  
only about games but has a far greater purpose. Recreation  
in this city is at a critical point and I would  
like to be part of that

OVER  
➔

Please list any organizations, groups, or other committees you are involved in:

I do quite a bit of volunteer work and being recently fully retired I am still exploring. I am involved with a church group

Please list two character references not related to you or city staff members: (Portsmouth references preferred)

- 1) Robert Hister (served in School Dept with HCC)
2) Rick Becksted (on the Rec Board)

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

- 1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: [Handwritten Signature] Date: 2/26/23

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 04/01/2026
Annual Number of Meetings: 6 (2022) Number of Meetings Absent: 1
Date of Original Appointment: 12/10/1989 (began as School Brd Rep)

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume' along with this application



Committee: Portsmouth Recreation Board

Renewing applicant

Name: Richard Duddy Telephone: 603 969-5197

Could you be contacted at work? YES/NO - If so, telephone #: \_\_\_\_\_

Street address: 56 Sweet Ave

Mailing address (if different): SAME

Email address (for clerk's office communication): Streetrodrih2@aol.

How long have you been a resident of Portsmouth? 50+ yrs.

Occupational background:

Portsmouth Fire fighter 25 yrs

Hanscom Truck Stop commercial driver

Samels / Napa auto stores driver

Would you be able to commit to attending all meetings?  YES/NO

Reasons for wishing to continue serving: The City of Portsmouth Recreation Dept has become very busy with a lot of great opportunities presently and in the near future. I would like to continue to be involved in these opportunities.



Please list any organizations, groups, or other committees you are involved in:

PORTSMOUTH REC. BOARD (CURRENT)  
MAZES BLUE RIBBON COMMITTEE SKATE PARK (CURRENT)  
PISCATAQUA FISH & GAME CLUB (CURRENT)  
PORTSMOUTH LITTLE LEAGUE (FIRST AID EQUIPMENT)

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) HARRY CUMMINGS SWETT AVE 603 969-7453  
Name, address, telephone number

2) AMY MAE COURT TAFT RD 603 988 7176  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Richard Duddy Date: 2/4/2023

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 04/01/2026

Annual Number of Meetings: 6 (2022) Number of Meetings Absent: 0

Date of Original Appointment: 2/22/2021

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801





CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application



Committee: Recreation Board

Renewing applicant

Name: Lauren Krans Telephone: 978 473 6337

Could you be contacted at work? YES [checked] NO [ ] If so, telephone # 603 332 4120

Street address: 5 Plains Avenue

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): LCKrans@gmail.com

How long have you been a resident of Portsmouth? 13 years

Occupational background:

20+ years in municipal recreation, currently Director of City of Rochester's
Department of Recreation and Arena. 5 years as Certified NH K-12

Spanish Teacher

Would you be able to commit to attending all meetings? YES [checked] NO [ ]

Reasons for wishing to continue serving: \_\_\_\_\_

I believe that municipal recreation departments are integral to
strong, healthy communities. As a recreation professional and
mother of young children I have a lot of insight and experience I can

offer the Rec Department and City





# LAUREN M. KRANS

(978) 473-6337 • [LCKRANS@gmail.com](mailto:LCKRANS@gmail.com)

5 Plains Avenue Portsmouth, New Hampshire 03801

## PROFESSIONAL EXPERIENCE

### Director of Recreation & Arena

June 2022-Present

City of Rochester, New Hampshire

- Develop and manage combine annual recreation and arena operating budget of \$1.4 million.
- Create and implement strategy for long term recreation plans and goals that are aligned with community growth.
- Engage Recreation and Arena Advisory Commission to achieve department mission and master plan goals.
- Foster positive relationships through communication and collaboration with numerous community organizations.
- Cultivate culture of engagement via ongoing staff development and wellness initiatives.

### Assistant Director of Recreation & Arena

December 2013-June 2022

City of Rochester, New Hampshire

- Oversee daily operations and facility use of a Rochester Rec Center and Rochester Arena.
- Manage reconciliation process for over half a million dollars in annual department revenue.
- Supervise, coach, and evaluate five full time employees and a staff of up to sixty seasonal employees.
- Develop and brand financial assistance program, Camp Aid, to meet the needs and capacity of the community.
- Develop department volunteer training and background checks procedures.
- Spearhead organization rebranding through creation of department mission statement, values, and logo.
- Review part time seasonal job descriptions and titles to establish department seasonal pay tiers and structure.

### Recreation Summer Camp Director/Program Coordinator

June 2012–December 2013

City of Rochester, New Hampshire

- Supervise staff of twenty-five camp counselors to ensure a fun, safe summer for 200 campers ages six to twelve.
- Oversee department marketing and communication efforts to engage all community populations.

### High School Spanish Teacher/Language Department Head

August 2008-June 2013

Rochester NH | Dover, NH | Hamilton, MA

- Fuel lifelong exploration of language/culture through exposure to cultural resources on a local to international level.
- Serve as a district wide Competency Based Assessment Coach, leading monthly teacher workshops across district.
- Implement de-escalation and positive behavior support intervention techniques on a daily basis.
- Supervise language department staff of four full time teachers.
- Founded Collaborative Spanish, the Rochester's first international language course for special I education students.

### Municipal Management Association of NH, UNH & Local Government Center Fellowship

June 2011-September 2011

*Town of Waterville Valley, NH*

## CERTIFICATIONS

State of New Hampshire Certified Public Manager and Supervisor | New Hampshire K-12 Certified Spanish Teacher  
American Heart Association Basic Life Support: CPR/AED | Pool & Hot Tub Alliance Certified Pool & Spa Operator

## MEMBERSHIP & VOLUNTEERISM

Member New Hampshire Recreation and Parks Association | Leadership Seacoast Class of 2017

Member City of Portsmouth, New Hampshire Recreation Board | Portsmouth Recreation Department Volunteer Coach

## EDUCATION

**BA Spanish, BA History May 2008**

University of New Hampshire, Durham, NH

**Masters of Public Administration May 2012**

University of New Hampshire, Durham, NH



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.



Committee: Blue Ribbon Sustainability Committee

Name: Jessica Blasko Telephone: 603-828-9203

Could you be contacted at work? YES  NO  If so, telephone# 603-498-8963

Street address: 74 Wentworth Rd. Portsmouth

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): therefillstationnh@gmail.com

How long have you been a resident of Portsmouth? 13 years - (2009)

### Occupational background:

Currently I own The ReFill Station - a low waste store in the West End. Prior to opening the store I had been a practicing physical therapist in Portsmouth.

### Please list experience you have in respect to this Board/Commission:

I have been attending the monthly meeting of this committee for some time. I am involved in a subcommittee supporting Peter Britz as we work on our city's CAP. I am committed to making our community more sustainable both personally & professionally.

➡ OVER

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

Would you be able to commit to attending all meetings? YES  NO

Reasons for wishing to serve: The environment, climate change, our community's future and the future for my children are my priorities. This committee is doing good work and I would like to help and put my energy here.

Please list any organizations, groups, or other committees you are involved in:

Member of Portsmouth's Conservation Commission; member of citizen group- Portsmouth Climate Solutions; volunteer for Blue Ocean Society; occ. member of NH Network's Plastics Group

Please list two character references not related to you or city staff members:  
*(Portsmouth references preferred)*

1) John Carty 324 Hanover Street Portsmouth jpcarty0@gmail.com  
Name, address, telephone number

2) David Witham Walker Bungalow Rd Portsmouth withamarchitecture@gmail.com  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Jessica Blasko Date: 7/1/22

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes \_\_\_\_\_ No  - THANK YOU.

**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.



Committee: SUSTAINABLE PRACTICES

Name: JOHN PATRICK CARTY Telephone: 508-597-3300

Could you be contacted at work? YES/NO If so, telephone # \_\_\_\_\_

Street address: 324 HANOVER ST, PORTSMOUTH, NH 03801

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): jp carty @ gmail.com

How long have you been a resident of Portsmouth? 20 years

Occupational background:

Engineering background, w/ extensive experience in design, implementation, & delivery of complex technology systems. More than 25 years experience as technology systems integrator, managing procurement, delivery, and lifecycle of large-scale systems to government and corporate customers

Please list experience you have in respect to this Board/Commission:

- Long-time student of, and advocate for, renewable energy, especially electrification & decarbonization
- Graduate of UNH Sustainability Institute on SIMAP Greenhouse Gas (GHG) VP Platform
- Currently working w/ City of Portsmouth Sustainability Commission on Climate Action Plan CAP
- Currently assisting City of Portsmouth on deployment of SIMAP GHG Platform
- Currently engaged in complete renewable energy retrofit of our 130-year-old Portsmouth home, including heat pumps, solar, and EV charger
- Electric vehicle (EV) owner



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: - I am very passionate about addressing climate change  
- I believe that cities can set a great example for businesses and residents  
- I would like to see Portsmouth ~~share~~ share best practices with other cities  
- I would like to see Portsmouth benefit from becoming known as a sustainable community and destination

Please list any organizations, groups, or other committees you are involved in:

- Clean Energy New Hampshire (member)
- University of New Hampshire Sustainability Institute (SIMAP graduate)
- eCoast Angels, local investment group
- Director, Our Ability, Inc

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) Effe Mulley, 428 Pleasant St #3, Portsmouth, NH 603-205-5395  
Name, address, telephone number

2) Neil Rudnich, 13 Tanner Court, Portsmouth NH 603-988-5432  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
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5. Application will be kept on file for one year from date of receipt.

Signature: John P. Curtis Date: 11/22/22

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801  
6/27/2012

# JOHN PATRICK CARTY

[ipcarty0@gmail.com](mailto:ipcarty0@gmail.com) | 508-397-3300 | <https://www.linkedin.com/in/john-patrick-carty-03473b/> | Boston, MA

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## EXPERIENCED, ARTICULATE BUSINESS TRANSFORMATION LEADER

Highly respected business leader for companies servicing enterprise and government customers. Serial entrepreneur and early-stage company builder. Responsibilities have included sales and technology leadership, customer success, and team-building in Analytics, Automation, Cloud Strategy, Enterprise Infrastructure, and Big Data. Extensive industry experience in Financial Services, Technology, Government, Healthcare, Retail, and Aerospace&Defense.

Technical background includes a degree in engineering, software development management in high-performance UNIX and database software, and founding CEO of Digital Transformation systems integrator. I have consistently led my teams to successful and profitable captures, deployments and expansions. Technologies deployed have ranged from software start-ups to large technology vendors (IBM, SAP, Computer Associates)

Multiple sales wins, including President's Clubs, Top Performer, and Largest Transaction.

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## SELECTED ACHIEVEMENTS

**Startup and business development:** successful launch of multiple early stage companies, leading to double-digit revenue growth and acquisition

**Sales Leadership;** multiple individual and team President's Clubs, across multiple vendors. Extensive greenfield account penetration and expansion in US East, US Federal and Canadian territories.

**Solutions Development and Delivery;** for multiple technology vendors, developed customer-centric business value messaging, focused and cost-effective sales operations, and consistent "land&expand" wins and deployments

**Executive Coaching:** coaching and advisory support to C-Suite, Sales, Marketing, Product, Professional Services, and Channel organizations

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## PROFESSIONAL EXPERIENCE

**SALTSTACK, INC (acquired by VMware)**                      **Senior Area Director, Northeast and Federal**                      **2018 - present**

**Multiple Annual and Quarterly Sales Leader.** Built and ran product sales, professional services sales and channel partner programs for US Northeast, US Federal, and Eastern Canada. Average attainment of 158% over 10 quarters, Brought in over 20 new enterprise and government logos, with highest average margin. Expanded footprint in existing customer base, and maintained 94% customer and ran product retention. Recruited and developed 10 new VAR and Systems Integration partners, and helped them develop SaltStack sales and delivery capability.

Retained by VMware to support the integration of SaltStack.. In first post-acquisition fiscal quarter, closed \$437,000 in stand-alone SaltStack business and \$582,000 in business converted to VMware terms

**Key Customer Wins:** GE, Scotiabank, TD Bank, Liberty Mutual, US Federal Government, Canadian Federal Government

**THE IE GROUP**    **Digital Transformation Practice Lead**    **2016 - 2018**  
Global Practice Lead on business improvement through Analytics, Cloud, and Infrastructure Modernization strategies. Led implementations of business transformations in Global Banking, Retail, and Government. Author, speaker, and consultant for cornerstone IE Group methodologies "*What Could You Do If You Knew...*" (big data analytics) and "*Building the Digital Enterprise*" (hybrid enterprise architecture and automation). For technology vendors, developed business-focused solutions to support customers and systems integration partners.



**DATAMEER*****Vice-President, Global Financial Services*****2014 - 2016**

**Multiple Annual and Quarterly Top Sales Performer.** Sales leader for startup Big Data Analytics firm. Started and ran company's first industry business segment in Global Financial Services. Landed greenfield accounts across US Northeast and Canada. Developed regional Channel Partner programs with Global Systems Integrators and regional partners. At Global 50 bank, landed first-ever deployment, led Digital Transformation discovery, negotiated vendor terms, and developed and delivered Big Data-based Compliance Solution. Developed and ran customer-facing executive and technical workshops, and expanded those discoveries into customer's Global Enterprise Analytics architectural standard.

Hired, trained, and managed global sales team for full solutions approach for Global 500 financial services organizations. Turned around troubled relationship with Fortune 100 Financial Services company, and converted potential shutdown to enterprise expansion. Drove development of industry solutions around enterprise Big Data analytics for customer-360, risk&fraud, compliance, operational analytics, and I.T. optimization. Regular guest speaker at industry events.

***Key Customer Wins: American Express, Royal Bank of Canada, Comcast, Scotiabank, Deutschebank***

**SAP AMERICA*****Director, Big Data Solutions*****2011 - 2014**

Hired to help drive "Internal startup" of next-gen high-performance Data Warehouse (SAP HANA). Captured net new business in Manufacturing, Chemical, and CPG industries. Co-founded SAP HANA Center of Excellence (COE). Developed business use cases, architectures and deployment plans for multiple enterprise customers. Created and delivered SAP Big Data and Analytics sales training, and delivered Analytics workshops for executives.

Developed and delivered multiple SAP HANA license transactions over \$1.5MM, and several more \$200,000. Developed and delivered SAP HANA Professional Services transactions over \$750,000, and numerous smaller services engagements. Collaborated with customer CIOs on Digital Transformation roadmaps to enable enterprise Real-Time Data Platform (RTDP) programs (\$5,000,000-plus)

***Key Customer Wins: Pepsico, DuPont, Bridgestone Americas, Norwegian Cruise Lines, CSX Rail Lines***

**NETEZZA (acquired by IBM)*****Pre-Sales Solutions Architect*****2007 - 2011**

**President's Club winner.** Drove discovery of business requirements, cost justifications, technology integration, integration, and performance validation. Projects included both net new customers, and expansion of existing account base. Developed and delivered business-facing presentations, ran pre-sales proofs-of-concept in data warehousing and business intelligence, and managed engagement of systems integration partners.

***Key Customers: Epsilon, MediaMath, Harte-Hanks***

**CMC SYSTEMS*****CEO*****1988 - 2007**

**Multiple Partner President's Club winner, across multiple manufacturers.** Co-founder, principal, sales lead and enterprise architecture lead at full-service systems integration firm. Served enterprise customers in Manufacturing, Aerospace & Defense, BioTech, Financial Services, and Healthcare. Lead Enterprise Architect for major technology transformations at US Air Force HQ Materiel Command, GTE Government Systems, MCI, Hasbro, and Astra Pharmaceuticals. Engaged by global technology vendor to develop and deliver solution sales training to over 500 sales and technical staff. Extensive experience in the recovery of overdue, over-budget IT projects.

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**CAREER NOTES**

Software engineering and management positions at **Raytheon**, **VIA Systems** (startup) and **CLSI** (acquired by GEAC)

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**EDUCATION**

**Northeastern University, Bachelor of Science in Engineering**

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**AFFILIATIONS**

**E-Coast Angels Investment Group**

**Tech Goes Home**

**Color of Change**



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.*



Committee: Zoning Board of Adjustment (Regular)

Name: Jeffrey Mattson Telephone: 336-3633

Could you be contacted at work? YES  NO  If so, telephone# 336-3633

Street address: 86 Emery Street

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): jeffrey.m.mattson@gmail.com

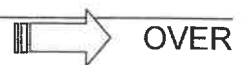
How long have you been a resident of Portsmouth? Born and Raised, 35 years

Occupational background:

I have a PhD in Mechanical Engineering and I design/build custom homes.

Please list experience you have in respect to this Board/Commission:

I am currently an Alternate for the ZBA and have voted on every application before the Board since October 18, 2022.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

Would you be able to commit to attending all meetings? YES  NO

Reasons for wishing to serve: \_\_\_\_\_

I am both willing and able to give back to my community in this capacity and I am  
passionate about making Portsmouth the best place to live, work, and play.

\_\_\_\_\_  
\_\_\_\_\_

Please list any organizations, groups, or other committees you are involved in:

Building Code Board of Appeals Alternate, Portsmouth Smart Growth, Strong Towns,  
Portsmouth Listens, Workforce Housing Coalition of the Greater Seacoast,  
Portsmouth Athenaeum, East Coast Greenway

Please list two character references not related to you or city staff members:  
*(Portsmouth references preferred)*

1) Alec McEachern, 81 Cottage Street, 436-3110  
Name, address, telephone number

2) Iain Moodie, 62 Portsmouth Ave, 969-2115  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Jeffrey Mattson Date: 1/18/2023

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes \_\_\_\_\_ No

# Jeffrey M. Mattson

jeffrey.m.mattson@gmail.com

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## Education

Ph.D., Mechanical Engineering - Boston University, Boston, Massachusetts: GPA 3.77/4.0	Summer 2017
M.S., Biomechanics - University of Delaware, Newark, Delaware: GPA 4.0/4.0	Fall 2011
B.S., Biomedical Engineering - Rensselaer Polytechnic Institute, Troy, New York: GPA 3.46/4.0	Spring 2009
Victoria University, Melbourne, Australia - Engineering Semester Abroad	Fall 2007

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## Experience

Zoning Board of Adjustment Alternate, Portsmouth, New Hampshire  
Voted on every application before the Board since October 18, 2022

Fall 2022 –  
Current

Self-Employed, Portsmouth, New Hampshire  
Designing and building custom homes in coastal New Hampshire

Fall 2017 –  
Current

Boston University, Boston, Massachusetts  
Ph.D. Dissertation: "Mechanical and Structural Contributions of Extracellular Matrix Constituents to Vascular Mechanics"

Fall 2012 –  
Summer 2017

Graduate Teaching Fellow - Mentored 46 groups of students with semester-long projects that demonstrated the engineering design process

Fall 2012 –  
Spring 2013

University of Delaware, Newark, Delaware  
Research Engineer - Assisted in establishing and maintaining a laboratory via protocols, inventory, equipment/data management, and overseeing the laboratory website

Fall 2011 –  
Fall 2012

M.S. Thesis: "Identification of Scapular Kinematics Using Surface Mapping"

Summer 2009 –  
Fall 2011

Rensselaer Polytechnic Institute, Troy, New York  
Senior Design Project - Led a six member team to develop an anterior multi-level cervical fixation plate that resulted in a provisional patent submission via 501(k) clearance

Spring 2009

Birse Construction, Portsmouth, New Hampshire  
Laborer – Learned hardscaping and landscape improvement

Summer 2007

Urban Forestry Center, Portsmouth, New Hampshire  
Laborer - Restored and maintained historical buildings and grounds

Summers  
2005-2006

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## Professional Activities

Boston University, Boston, Massachusetts  
Lab Safety Officer  
Mentor for a Research in Science & Engineering (RISE) high school student  
Host of Summer Pathways Program for young women and minorities considering STEM

2013 – 2017  
Summer 2016  
Summers 2013 – 15

University of Delaware, Newark, Delaware  
Supervised summer scholars in the Human Performance Lab

Summers 2010 – 11

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## Awards

National Institutes of Health T32 Cardiovascular Training Program  
SB<sup>3</sup>C PhD Student Paper Competition Finalist  
Dean's List for all completed semesters  
Rensselaer Leadership Award  
Portsmouth Creek Athletic Club Scholarship

2015 – 2017  
2016  
2005 – 2014  
2005 – 2009  
2005



CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume along with this application.



Committee: Planning Board, ZBA, Library Board

Name: ML Geffert

Alternate telephone: 603-828-5466

Initial applicant

By

Could you be contacted at work? YES  NO  If so, telephone# 603-828-5466

Street address: 272 Walker Bungalow Road, Portsmouth, NH 03801

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): maryliz.geffert@gmail.com

How long have you been a resident of Portsmouth? 22 years

Occupational background:

Attorney, focusing on renewable energy, vehicle electrification, and related

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list experience you have in respect to this Board/Commission:

I served on the Planning Board for 5 years about 10 years ago, through 2012.

In my career I have been engaged in considerable zoning and land-use projects, primarily relating to solar, solar+storage, and vehicle electrification projects. None of my professional work is in Portsmouth, NH (no conflict of interest)

➔ OVER

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

Would you be able to commit to attending all meetings? YES  NO

Reasons for wishing to serve: \_\_\_\_\_

I would like to contribute to the Portsmouth community and planning and zoning work aligns with my experience, enabling me to be helpful in these areas.


Please list any organizations, groups, or other committees you are involved in:

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

- 1) Karen Jacoby, 35 Wibird Street, Portsmouth, NH; tel.: 603-380-4625  
Name, address, telephone number
- 2) David Witham, 238 Walker Bungalow Rd., Portsmouth, NH; tel.: 603-498-9084  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission, and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion, and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.


Signature:  Date: Sept. 7, 2022

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No \*

Please submit application to the City Clerk's Office, 1 Jenkins Avenue, Portsmouth, NH 03801  
6/27/2012

\* Please also consider me for Board of Adjustment and for Library Board

2

Thank you. 



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.*



Committee: Zoning board of Adjustment-alternate

Name: Jody Record Telephone: 603-988-9865

Could you be contacted at work? YES  NO  If so, telephone# \_\_\_\_\_

Street address: 162 Rockland Street #1

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): writenow31@yahoo.com

How long have you been a resident of Portsmouth? 50 years

Occupational background:  
writer/editor - former journalist  
real estate agent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list experience you have in respect to this Board/Commission:  
former member of the Planning Board, former real estate agent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

➔ OVER

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

Would you be able to commit to attending all meetings? YES  NO

Reasons for wishing to serve: \_\_\_\_\_

I am committed to serving my community and want to be part of the process that keeps Portsmouth growing in a smart manner \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list any organizations, groups, or other committees you are involved in:  
Volunteer at GATHER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) Phyllis Eldridge 603-205-3579  
Name, address, telephone number

2) Doug Roberts 603-531-3986  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: Jody Record Date: 3/22/22

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes<sup>x</sup> No

**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**





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<b>Policy Title</b>	Data Security and Privacy
<b>Policy Number</b>	CPCNH-2022-04
<b>Effective Date</b>	Original: December 15, 2022

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## **PURPOSE**

To define the specific goals, requirements, and controls necessary to safeguard the confidentiality, integrity, and availability of confidential individual customer information.

## **POLICY**

**WHEREAS**, the General Court adopted RSA 359-C (*the New Hampshire Right to Privacy Act*), RSA 91-A (*Access to Governmental Records and Meetings*), RSA 363:37-38 (*Privacy Policies for Individual Customer Data*), RSA 53-A:3 (*Agreements Between Government Units*), and RSA 53-E (*Aggregation of Electric Customers by Municipalities and Counties*), as amended from time to time;

**WHEREAS**, RSA 53-E:4 (*Regulation*) provides that Community Power Aggregators (“CPAs”) may use Individual Customer Data (“ICD”) for specific purposes, exempts ICD from public disclosure under RSA 91-A, requires CPAs to maintain the confidentiality of ICD in compliance with their obligations as service providers under RSA 363:37 (*Definitions*) and RSA 363:38 (*Duties and Responsibilities of Service Providers*), and provides CPAs with access to Electric Distribution Utility (“EDU”) Electronic Data Interchange (“EDI”) system;

**WHEREAS**, RSA 359-C:19, V (*Notice of Security Breach*) requires reporting of data security breaches, as defined in RSA 359-C:20 (*Definitions*);

**WHEREAS**, RSA 53-E:7 (*Aggregation Program*) required the Public Utilities Commission (“PUC”) to adopt Administrative Rules governing “access to customer data for planning and operation of aggregations” and other matters;

**WHEREAS**, the PUC has recently adopted Administrative Rules for CPAs, including Puc 2204.03 (*Request for Names, Addresses, and Account Numbers of Customers*), Puc 2204.04 (*Notification of CPA Commencement of Service*), Puc 2204.05 (*Notification of CPA Service Rates and Customer Enrollment*), Puc 2204.06 (*Use of Electronic Data Interchange*), Puc 2205.13 (*Individual Customer Billing Information*), Puc 2205.05 (*New Utility Service Customers*) and Puc 2205.14 (*Enabling Meter Reading Authority and Access to Interval Meter Data*), and had previously adopted Administrative Rules for Competitive Electric Power Suppliers (“CEPS”) and brokers, including Puc 2004.19 (*Protection of Confidential Customer Information*), and



**WHEREAS**, CPCNH is a Joint Powers Agency and governmental instrumentality authorized under RSA 53-A:3 (*Joint Exercise of Powers*) and RSA 53-E:3 (*Municipal and County Authorities*), pursuant to Article III of the Joint Powers Agreement of Community Power Coalition of New Hampshire, effective as of October 1, 2021, that expressly authorizes CPCNH through its CEO and Board to:

1. *"Comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs"* (Section 2.3.11 of the CPCNH By-Laws);
2. *"Make and enter into contracts"* (Section 2.3.6 of the CPCNH By-Laws);
3. *"Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs"* (Section 2.3.9 of the CPCNH By-Laws); and
4. *"Do all acts permitted... as well as any act necessary, consistent with New Hampshire law to fulfill the purposes"* (Section 2.3 of the CPCNH By-Laws) set forth under the Joint Powers Agreement, which include assisting *"member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing ... Community Power Aggregations"* (Section 2.1 of the CPCNH By-Laws);

**WHEREAS**, CPCNH and third parties under contract with CPCNH, acting on behalf of CPAs in the capacity as a service provider to CPAs, will need to access and use ICD for operational needs including for the research, development, and implementation of CPAs, new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs;

**WHEREAS**, third parties under contract to CPCNH that may require access to ICD on behalf of CPAs may include CEPS functioning as Load Serving Entities ("LSEs") for the supply of all requirements energy, or other third-parties under contract with CPCNH to provide LSE services, as well as portfolio management, Electronic Data Interchange (EDI), Customer Information System (CIS), billing, accounting, and related services, and other contractors and academic institutions under contract with CPCNH to support the research and development of potential new energy services to offer to CPA customers;

**WHEREAS**, specific types of ICD that CPCNH and third parties contracted through CPCNH are expected to receive and possess on behalf of CPAs include:

1. Name, address, account number, and other information about electric customers for purposes of sending required notification of CPA Commencement of Service and performing other tasks required prior to or shortly after the enrollment of customers in CPA service, consistent with Puc 2204.03, Puc 2204.04, and Puc 2204.05, or equivalent rule provisions as may be adopted by the PUC from time to time, and the requirements of RSA 53-E, as may be amended by the General Court from time to time;



2. Individual customer information used for operation of CPAs received after the enrollment of customers in CPA service, such as that in Puc 2205.13, most of which may be accessed through the Electric Distribution Utility (EDU) Electronic Data Interchange (EDI) system pursuant to Puc 2204.06, and received from EDUs to enable new customer notifications thereafter, pursuant to Puc 2205.05, and for directly reading certain customer meters or otherwise accessing customer meter data held by the EDU more directly, pursuant to Puc 2205.14 and subject to the PUC's approval in future; and
3. Other confidential customer information that may be received or collected directly by CPAs, CPCNH and/or third parties under contract with CPCNH, from sources other than the EDU due to customer participation in particular related programs or services, billing operations, other customer services, or that may be volunteered by customers and/or Members, which shall likewise only be used for statutorily authorized purposes as ICD or pursuant to the express consent of the customer and are also referred to as ICD herein.

**WHEREAS**, ongoing collection and use of ICD will be used for both:

1. General planning and operational needs for CPA retail power supply and related energy services requirements, such as load and supply forecasting, portfolio management, billing, revenue collection, and audit processes, and for research and development of potential new energy services to offer to customer participants; and
2. Programmatic and customer-specific services and offerings, such as responding to customer account queries, opt-in rates or demand side management for customers with flexible demand, distributed generation or storage, and interval meters; and other energy services that may be offered including programs for Low to Moderate Income (LMI) participants that are qualified in the Electric Assistance Program (EAP).

**NOW THEREFORE**, in consideration of the above, it is CPCNH's policy to define the specific goals, requirements, and controls necessary to safeguard the confidentiality, integrity, and availability of Individual Customer Data, as follows:

1. In compliance with RSA 53-E:4 (*Regulation*) and RSA 53-E:7 (*Aggregation Program*); RSA 363:38 (*Duties and Responsibilities of Service Providers*) and RSA 363.37 (*Definitions*); and RSA 359-C:20 (*Privacy Policies for Individual Customer Data*) and RSA 359-C:19 (*Definitions*), as amended by the General Court from time to time:
  - a. CPCNH and third parties contracted through CPCNH that will receive or access ICD on behalf of CPAs are required to:
    - i. Comply with all Administrative Rules related to the access and use of ICD under Puc 2200 (*Municipal and County Aggregation Rules*),



as may be amended from time to time, and any other applicable PUC rules or orders;

- b.** Use ICD solely as authorized with the express consent of the customer or for legitimate primary purposes, specifically to comply with the provisions of RSA 53-E and RSA 368:38, such as for: providing or billing for electrical service; meeting system, grid, or operational needs; researching, developing, and implementing new CPA programs, rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs; and for research and development of potential new energy services to offer to customer participants (Primary Purposes);

  - i. Implement and maintain reasonable security procedures and practices appropriate to the nature of the ICD to ensure that only authorized individuals have access to ICD for Primary Purposes or as provided by the express consent of the customer;
  - ii. Protect ICD from unauthorized access, use, destruction, modification, or disclosure, and report any data security breach as required by RSA 359-C:20 and any other applicable laws, rules, regulations, or utility tariffs;
  - iii. Collect, store, use, and disclose only as much ICD as is necessary to accomplish the Primary Purposes or as provided by the express consent of the customer;
  - iv. Not use ICD for a secondary commercial purpose unrelated to the Primary Purposes without the express consent of the customer; and
  - v. Return or permanently delete all ICD after contract termination and deliver a certificate, signed by an authorized representative, stating that all ICD has been returned or permanently deleted and that all materials based on ICD has been destroyed, as appropriate, i.e., except for copies necessary for tax, billing, other required legal compliance or financial purposes, or as may be created residually due to system backups, provided that the confidentiality of data is maintained in accordance with applicable laws.
- c.** Further, if CPCNH contracts with one or more CEPS to provide LSE services to participating customers, or brokers to support operations in a capacity that would require access to ICD, then the CEPS and/or brokers shall additionally be required to comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), pursuant to Puc 2205.02 (*Application of Puc 2000 to CEPS When Providing Electricity Supply to CPA Customers*), as may be amended by the PUC from time to time.



2. The Chief Executive Officer (CEO) as provided under Article VIII of the CPCNH By-Laws, or in the absence of the CEO, the Chair of the Board of Directors, as provided under Section 5.1 of the CPCNH By-Laws, shall (i) ensure that contracts CPCNH enters into with third parties that will receive or access ICD on behalf of CPAs have (a) incorporated the above requirements, as appropriate, and as amended, and (b), additionally provide for independent security assessments, documentation, and reporting to safeguard these requirements, as deemed necessary or prudent, and (ii) will deliver a signed attestation, upon request, to this effect to the General Counsel and Secretary to be maintained with the records of the Corporation.
3. The Regulatory and Legislative Affairs Committee shall advise on and recommend changes to this policy to the Board of Directors as necessary to maintain compliance with applicable laws, rules, and regulations that supersede the considerations and requirements established herein.
4. Use of Legal Counsel. CPCNH's CEO or Board will seek the advice of legal counsel in matters relating to data security and privacy, including but not limited to the policies adopted hereunder, when appropriate, and specifically, counsel will be employed to review:
  - a. Enacted Changes to RSA 359-C (*the New Hampshire Right to Privacy Act*), RSA 91-A (*Access to Governmental Records and Meetings*), RSA 363:37-38 (*Privacy Policies for Individual Customer Data*), RSA 53-A:3 (*Agreements Between Government Units*), and RSA 53-E (*Aggregation of Electric Customers by Municipalities and Counties*) or other related statutes that modify, alter, or negate the stated policies herein; and
  - b. Amendments to contracts with any third parties that contract with CPCNH that may require access to ICD on behalf of CPCNH that modify, alter, or negate terms and conditions of said contracts related to data security and privacy.

# Energy Portfolio Risk Management, Retail Rates, and Financial Reserves Policies

*For Communities, By Communities*



## **COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

**AMENDED: March 3, 2023**

**ORIGINAL ADOPTION DATE: December 19, 2022**



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# ENERGY PORTFOLIO RISK MANAGEMENT POLICY

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## Philosophy, Objectives & Scope

This Energy Portfolio Risk Management Policy (EPRM Policy) outlines the philosophies and objectives of the Community Power Coalition (CPCNH) Board of Directors (Board) in governing and making decisions necessary to provide the credit support, portfolio analytics, hedging, and daily operating activities required to implement and operate Community Power Aggregation (CPA) power supply services.

The Risk Management Committee (RMC) is responsible for ensuring the development and maintenance of CPCNH's Energy Portfolio Risk Management Regulations (EPRM Regulations) to expand on the roles, strategies, controls, and authorities authorized in this policy to form a comprehensive energy risk management program.

### Risk Philosophy

As a Joint Powers Agency, CPCNH is in the business of procuring and generating energy for the benefit of its participating Member CPAs. The goal of this policy is to:

- ⚡ Serve Member CPA needs subject to Board approved risk tolerance limits.
- ⚡ Provide as much energy supply cost certainty for CPA customers as reasonably possible while maintaining a least cost portfolio.
- ⚡ Develop and enhance the value of CPCNH and Member CPA assets to meet the financial and local policy goals of the participating Members.

CPCNH recognizes that novel technologies, market dynamics, and regulatory shifts are combining to create new levels and dimensions of risk, and opportunities, that must be integrated into CPCNH's portfolio risk management program.

CPCNH's objective is to develop the least cost, greatest value portfolio to meet load requirements of CPA customers, while maximizing revenues from sales of surplus energy from wholesale and local project resources, and creating new sources of revenue through the intelligent design and integration of price-responsive customer rates, market-enabling products, and local programs (e.g., portfolio optimization).

Unlike a private-sector supplier, CPCNH's primary business purpose is to serve its Members. CPCNH's goal is to be a cost hedger for its Member CPAs load and is therefore precluded by this policy from engaging in purely speculative activities typical to many organizations oriented toward profit maximization.

CPCNH also recognizes that there are additional risks beyond those related to normal power supply operations and hedging activities. CPCNH's goal is to limit, to the extent practicable, exposure to those risks. This document serves as a vehicle to describe and define the limits for activities considered as appropriate for CPCNH in a normal course of business of serving loads and procuring power.



## Business Activities

CPCNH's primary business is to procure or produce electricity supply to meet CPA customer load requirements. The resource supply portfolio may consist of fixed and variable priced supply contracts of varying lengths, physical assets (such as power plants and distributed energy resources), and agreements for other related supplies and services needed to ensure reliable delivery of electricity to CPA customers.

The objective of the EPRM Policy is to provide a framework for conducting procurement activities that maximize the probability of CPCNH meeting its goals. The policy documents the framework by which CPCNH will:

- ✦ Identify risks associated with the procurement of power supply.
- ✦ Identify those responsible for administering the various elements of the risk management policy from procurement operations to oversight activities.
- ✦ Set parameters and methodologies for managing risk associated with procuring and hedging the power supply portfolio including the specification of authorized products, terms, and transaction limits.
- ✦ Provide for the accrual of reserve funds for the purpose of satisfying all financial obligations and objectives associated with management of the portfolio.

The EPRM Policy applies to all power procurement and related business activities that may impact the risk profile of CPCNH and its Member CPAs.

## Transacting Objectives

CPCNH's objectives when transacting on behalf of Member CPAs for the procurement of energy and energy related supplies and services are as follows:

1. Meet customer all-requirements electricity requirements, inclusive of all of the electrical energy, capacity, reserves, ancillary services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to participants and meet the requirements of New Hampshire's Renewable Portfolio Standard.
2. Provide competitive rates for the participating Member CPAs, and stability and choice for participating customers.
3. Obtain the best available price for power supply while complying with the requirements of this policy and other objectives established by the Board.
4. Develop local renewable, battery storage, and distributed energy projects and customer programs.
5. Manage CPCNH's assets to optimize value.
6. Act to limit exposure to extreme market system changes.
7. Follow effective wholesale counterparty credit management procedures.
8. Develop and maintain financial reserves.



## 9. Develop and maintain CPCNH's investment grade credit rating.

CPCNH's overall transacting objective is to meet the load requirements of Member CPA customers with an optimized portfolio.

### Scope of Policy

This EPRM Policy prescribes the management organization, authority, and processes to monitor, measure and control the risks to which CPCNH is exposed in the normal course of business arising primarily from CPCNH's participation in the wholesale energy markets. CPCNH is exposed to three quantifiable risks:

1. Volumetric risk: load and resource variability.
2. Price risk: market-related cost variability.
3. Counterparty Credit and Collateral Call risk: potential default by a counterparty or requirement to post collateral

This policy applies to all energy and energy related transactions made by CPCNH, and the term "risk management" is herein understood to refer solely to risks related to participation in wholesale energy markets as herein defined.

Specific methodologies used to measure, monitor, and control these risks shall be established by the Risk Management Committee, in accordance with sound utility practices and included in the EPRM Regulations.

From the perspective of risk mitigation, CPCNH's primary objective is to cover load and optimize the value of assets. Taking risks unrelated to CPCNH's normal power supply business activities, is not permitted.

CPCNH is also exposed to regulatory, operational and reputation risks. These risk categories and exposures are managed pursuant to CPCNH's Enterprise Risk Management Policy (ERM Policy).

### Policy Administration, Review and Amendments

Energy Portfolio Risk Management will be a regular reporting standing agenda item at meetings of the Risk Management Committee and Board.

The Board, in consultation with the Risk Management Committee, is responsible for adopting this policy and reviewing it as needed at least every two calendar years.

The Board must approve amendments to the EPRM Policy. Advance written notice of Board meetings at which changes to this Policy are proposed shall be sent by the CEO or Board Chair to the principal executive officers of each Member that has executed the Member Services Contract for the Complete Services Bundle. Subsequently, any such amendment shall be sent by the CEO or Board Chair to the principal executive officers of each Member that has executed the Member Services Contract for the Complete Services Bundle.



## Approval and Amendment of Regulations

After the EPRM Regulations are initially approved by the Board, the regulations may be amended with approval of the CEO, in consultation with the RMC, provided that the CEO sends prompt written notice to the Board of any such amendments.

## Applicability

This EPRM Policy is effective immediately upon its adoption by the Board. It applies to CPCNH's wholesale supply operations, long-term contracting for energy/capacity and services, acquisition of generation resources, credit risk management and other related ancillary activities undertaken by CPCNH.

CPCNH Officers, Directors, staff, and contractors engaged in portfolio risk management will adhere to and be governed by this EPRM Policy.

## Risk Exposures

CPCNH must procure electric power supplies and operate in the wholesale energy market which exposes CPCNH, and ultimately the customers of participating Members, to various risks. The risks listed relate to CPCNH participation in wholesale and retail markets as a Load Serving Entity (LSE). These categories are defined and explained as follows.

### Market Risk

Market risk is the uncertainty of CPCNH's financial performance due to variable commodity market prices (market price risk) and uncertain price relationships (basis risk). Variability in market prices creates uncertainty in CPCNH's procurement costs, which has a direct impact on customer rates.

### Volumetric Risk

Volumetric risk reflects the potential adverse financial outcomes due to the uncertainty in the quantity of different power supply products required to meet the needs of CPCNH and its members. Customer load is subject to fluctuation due to customer opt-outs or departures, temperature deviation from normal, unforeseen changes in the growth of behind the meter generation by CPCNH customers, unanticipated energy efficiency gains, new or improved technologies, as well as local, state, and national economic conditions.

### Opt-Out Risk (Customer Attrition Risk)

Opt-out or attrition risk occurs when customers opt-out of the program by choosing a different supplier. Opt-out risk may be realized by any condition or event that creates uncertainty within, or a diminution of, CPCNH's customer base. Opt-out risk is manifested in two separate ways:

1. First, the ability of customers to return to bundled service from NH utilities creates uncertainty in CPCNH's revenue stream, which is critical for funding EPRM goals



2. Second, customer opt-out risk can potentially challenge the ability of CPCNH to prudently plan for, and cost effectively implement, long-term resource commitments made on behalf of its member communities and the customers it serves

### **Counterparty Credit Risk**

Performance and credit risk refers to the inability or unwillingness of a counterparty to perform according to its contractual obligations or to extend credit. Failure to perform may arise if an energy supplier fails to deliver energy as agreed. There are different general performance and credit risk scenarios:

- ⚡ Counterparties and wholesale suppliers may fail to deliver energy or environmental attributes, requiring CPCNH to purchase replacement products elsewhere, possibly at a higher cost.
- ⚡ Counterparties may fail to take delivery of energy or environmental attributes sold to them, necessitating a quick resale of the product elsewhere, possibly at a lower price.
- ⚡ Counterparties and suppliers may refuse to extend credit to CPCNH, possibly resulting in higher collateral posting costs impacting CPCNH's cash and bank lines of credit.

During the normal course of business CPCNH is exposed to counterparty risk from energy suppliers. In this context, an important subcategory of credit risk is concentration risk. When a portfolio of positions and resources is concentrated in one or a very few counterparties, sources, or locations, it becomes more likely that major losses will be sustained in the event of non-performance by a counterparty or supplier or as a result of price fluctuations at one location.

### **Liquidity and Collateral Risk**

During the normal course of business CPCNH is exposed to liquidity risk to fund operations, meet ISO-NE collateral requirements and potential collateral obligations from bilateral power purchases.

Liquidity Risk is the risk that CPCNH will be unable to meet its financial obligations. This can be caused by unexpected financial events and/or inaccurate pro forma calculations, rate analysis, and debt analysis. Some unexpected financial events impacting liquidity could include:

- ⚡ Breach of CPCNH credit covenants or thresholds. Any breaches of existing and future credit covenants on CPCNH agreements could result in the withdrawal of CPCNH's line of credit or trigger the requirement to post collateral.
- ⚡ Calls for collateral from the ISO-NE or CPCNH's counterparties based on terms of transacting agreements.





- ⚡ CPCNH may be the subject of legal or other claims arising from the normal course of business. Payment of a claim by CPCNH could reduce CPCNH's liquidity if the cause of loss is not covered by CPCNH's insurance policies.

CPCNH will use industry best practices to manage potentially collateral posting and liquidity risk to the energy suppliers (i.e., requirement to post collateral per contractual terms).

## **Regulatory and Legislative Risk**

CPCNH is subject to an evolving legal and regulatory landscape. Regulatory risk encompasses risks associated with shifting state and federal regulatory policies, rules, and regulations that could negatively impact CPCNH. Legislative risk is associated with actions by federal and state legislative bodies, such as any adverse changes or requirements that may infringe on CPCNH's autonomy, increase its costs, impact its customer base, or otherwise negatively impact CPCNH's ability to fulfill its mission.

## **Operational Risk**

Operational risk is the uncertainty of CPCNH's financial performance due to weaknesses in the quality, scope, content, or execution of human resources, technical resources, and/or operating procedures within CPCNH. Operational risk includes the potential for:

- ⚡ Organizational structure that is ineffective in addressing risk (i.e., the lack of sufficient authority to make and execute decisions, inadequate supervision, ineffective internal checks and balances, incomplete, inaccurate, and untimely forecasts or reporting, etc.).
- ⚡ Absence, shortage or loss of key personnel or lack of cross functional training.
- ⚡ Lack or failure of facilities, equipment, systems, and tools such as computers, software, communications links and data services.
- ⚡ Exposure to litigation or sanctions resulting from violating laws and regulations, not meeting contractual obligations, failure to address legal issues and/or receive competent legal advice, not drafting and analyzing contracts effectively, etc.
- ⚡ Errors or omissions in the conduct of business, including failure to execute transactions, violation of guidelines and directives, etc.
- ⚡ Model risk that results in an inaccurate or incomplete representation of CPCNH's actual or forecast financial performance due to deficiencies in models and/or information systems used to capture all transactions.

## **Reputation Risk**

Reputation risk is the potential that CPCNH's reputation is harmed, causing members or customers to opt-out of CPCNH service and migrate back to NH utilities. It includes the potential for energy market participants to view CPCNH as an



untrustworthy business partner, thus reducing the pool of potential counterparties and/or having counterparties apply a CPCNH-specific risk premium to pricing.

## **Risk Strategy & Parameters**

An important aspect of implementing an overall energy risk management policy is the development of related strategies to mitigate all of the related risks associated with energy transacting activities. The key strategies of CPCNH are outlined below.

### **Portfolio Strategy & Cost Allocation**

The portfolio management process involves (1) continuous monitoring and modeling of market developments, customer load commitments, rates, attrition, and any offsetting hedge positions, (2) entering into and out of transactions with counterparties to minimize the cost and risk of providing all-requirements electricity, and (3) scheduling load and resources into the ISO-NE wholesale market, and subsequently settling financial obligations with the market operator and counterparties after the conclusion of each trading day.

To minimize the administrative and transaction costs associated with portfolio management, CPCNH will manage one whole portfolio to meet the combined electricity requirements of its Member CPAs. Probabilistic “at-risk” metrics will be used to inform portfolio hedging decisions to manage risk in the context of NH and ISO-NE markets, within the limits set in this policy and the EPRM Regulations. Structures will be put in place to address the accounting of cost to serve by CPA, timing of launch, and customer class.

### **Portfolio Diversification**

CPCNH will strive to develop and maintain a diversified portfolio of physical and financial energy contracts to manage wholesale market risk exposures in an optimal fashion by incorporating a variety of fuel types, contract and pricing terms, counterparties, geographic locations, and types of products and preferred sources (e.g., renewables and battery storage assets, local generators, customer-generators, demand response programs, etc.).

### **Counterparty Diversification & Credit Exposure**

To the extent practical, CPCNH will strive to create a diversified portfolio with multiple counterparties to diversify counterparty exposure.

Pursuant to master enabling agreements approved by the Board, the RMC may authorize entering into transactions with counterparties that possess at least a BBB- (or equivalent investment grade rating) by a nationally recognized statistical rating organization (NRSRO), and with counterparties rated below BBB- pending collateral, parental guarantees, or mutual concessions in credit requirement negotiations.

Effective counterparty management and credit analysis is essential to mitigate counterparty risks from wholesale market transactions. The market value, credit exposure and potential collateral requirements will be monitored using Mark-to-



Market (MtM), Potential Future Exposure, and Collateral Call risk metrics. Methodologies for these metrics and objectives are set forth in the EPRM Regulations.

## Default Rate Benchmarking

CPCNH's active portfolio management strategy involves taking certain risks relative to benchmark procurement practices from NH utilities. As of December 2022:

- ✦ Eversource, Unitil, and Liberty Utilities set default supply rates every six months after entering into all-requirements contracts with suppliers, with fixed prices that include a premium to cover the volumetric risk that suppliers are assuming by agreeing to serve customers.
- ✦ The New Hampshire Electric Cooperative actively manages its portfolio, and therefore retains and manages the associated risk of supplying customers itself.

CPCNH will monitor competitor procurement practices and modify its procurement strategy as warranted. Certain key risks for CPCNH in this context are that:

- ✦ Any net open positions that CPCNH has relative to the benchmark procurement practice of the utility in question represents an active risk position for CPCNH.
- ✦ CPCNH will also be exposed to volumetric risk from higher/lower loads than expected volumes and covariance with market prices.

## Reporting Requirements

A vital element of this Policy is the regular identification, measurement, and communication of risk. To effectively communicate risk, all risk management activities must be monitored on a frequent basis using risk measurement methodologies that quantify the risks associated with CPCNH's procurement-related business activities and performance relative to goals.

CPCNH measures and updates its risks using a variety of tools that model programmatic financial projections, market exposure and risk metrics, as well as through short term budget updates.

CPCNH seeks to manage financial exposure to higher-volatility spot market wholesale electricity using hedges. Hedge execution and/or adjustments decisions are supported through timely and automated reporting that presents essential factors behind CPCNH success such as headroom and attrition potential.

The following items are measured, monitored, and reported on at least a weekly basis, or as warranted given daily monitoring of market conditions, with monthly delivery of a reporting packet to RMC:

1. **Open Position (MWh):** net open positions for all energy, capacity, and environmental products.
2. **Open Position (\$):** the notional dollar and/or probabilistic-based risk exposure of open portfolio positions at current market prices.



- 3. Expected Gross Margins:** expected GM based on current market prices
- 4. Expected Cost of Supply:** marking to market is the process of determining the current value of contracted supply
- 5. Expected Reserve Levels:** to ensure reserves meet the targeted thresholds as outlined in CPCNH's Financial Reserve Policy.

Risk measurement methodologies shall be re-evaluated on a periodic basis to ensure CPCNH adjusts its methods to reflect the evolving competitive landscape.

## Risk Metrics

Portfolio management decisions are supported by risk metrics derived from simulations of future market conditions, loads, and other material risk drivers for the portfolio. The following probabilistic risk metrics are regularly calculated and reported:

- 1. Gross Margin at Risk:** Potential adverse changes in net revenues for a given time period and confidence level.
- 2. Rates at Risk:** Potential adverse changes to CPCNH's rate competitiveness, relative to the four default utility supply rates, for a given time period and confidence level.
- 3. Reserve Levels at Risk:** Potential adverse change in reserves for a given time period and confidence level.
- 4. Potential Future Exposure for counterparty credit risk:** Maximum Mark-to-market counterparty exposures for a given time period and confidence level.
- 5. Potential Collateral Exposure:** Maximum of collateral that CPCNH may have to post for a given time period and time horizon with a given counterparty.

Stress tests will also be used to understand the potential variability in CPCNH's projected procurement costs, and resulting retail rate impacts and competitive positioning, associated with adverse scenarios of material risk drivers.

## Position Limits (Hedge Ratios)

While relying on risk metrics to guide procurement decisions over time, CPCNH will purchase energy on a forward basis to hedge against the risk of open load positions within the minimum and maximum Hedge Ratio Percentages defined herein.

- ⚡ Hedge Ratio Percentages are calculated monthly, separately for on-peak and off-peak periods, as the sum of supply resources and fixed price contracts for day-ahead power delivered to the ISO-NE New Hampshire Zone divided by forecasted loss-adjusted weather-normalized load (i.e., covered positions expressed as a percentage of forecasted wholesale load).
- ⚡ Maintaining minimum and maximum Hedge Ratio Percentages is intended as a framework to manage market risk, by limiting CPCNH's net open exposure while allowing flexibility in procurement sufficient to maintain competitive rates.



- ⚡ The objective in allowing such flexibility is to develop a procurement strategy focused on hedging against the risk of open load positions, so as to mitigate exposure to market price volatility and other pricing risk.

CPCNH's Hedge Ratio Percentages shall be a function of the rate setting method relied upon to offer rates for customers over different periods and methodologies:

- ⚡ “Discount to Utility” or “Auction Based Rates” refers to setting rates over the same periods as the incumbent utilities and is designed to support and enable CPAs to consistently maintain discounts for customers. CPCNH intends to offer default service primarily under this ratesetting methodology.
- ⚡ “Cost of Service” or “Fixed Price Rates” refers to setting rates for periods that are not designed to align with or necessarily discount against the incumbent utility's default rate periods and prices.
- ⚡ “Index Plus Adder Rates” or “Pass-Through Rates” refers to rates that charge customers the ISO-NE wholesale cost of their actual interval metered electricity usage priced at the ISO-NE New Hampshire Zone, with an adder to cover the customer's RPS compliance and capacity costs as well as CPCNH's cost of providing service. Since the customer is bearing the price risk, index rates are not covered by Hedge Ratio Percentages, unless a portion of the rate offered to the customer is fixed (e.g., a “Fixed & Index Blend” or “Variable Term Rate”), in which case the fixed-rate load obligation is included in the Cost of Service or Discount to Utility Hedge Ratio Percentages (as appropriate).

### Discount to Utility Rates

If rate setting is based upon setting rates for the same periods as incumbent utilities, then CPCNH shall hedge load obligations by maintaining Hedge Ratio Percentages in accordance with the limits below:

- ⚡ Leading up to and during the Utility Standard Offer Flow Period:
  - By one month prior to the period, Hedge Ratio Percentages shall be maintained between 40% and 110% for the period.
  - By the last trading day prior to the period, Hedge Ratio Percentages shall be maintained between 60% and 110% for the period.
  - By one month prior to power delivery, Hedge Ratio Percentages for the delivery month shall be maintained between 80% and 110%.
  - By one month prior to power delivery and thereafter, throughout the current period, Hedge Ratio Percentages may be increased up to 125% with the approval of the LSE.
- ⚡ For the period following the current Utility Standard Offer Flow Period:
  - For the twelve-month period following the current Utility Standard Offer Flow Period, Hedge Ratio Percentages may be up to 70%.



- For the subsequent period, Hedge Ratio Percentages may be up to 50% for the period extending 24-months from CPCNH’s Power Start Date.
- Beginning one year after CPCNH’s Power Start Date, Hedge Ratio Percentages may be up to 50%, for the period extending 36-months from the current trading day.

### Fixed Price Rates

If rate setting is based upon fixed price offer extended to customers over periods that are not designed to align with and discount against utility default rate periods, the following table of Hedge Ratio Percentages shall apply to hedging load obligations:

Months to Delivery *		Cost of Service ("Fixed Price" Rates)	
		Minimum	Maximum
<b>0+</b>	3	80%	110%**
<b>3+</b>	6	50%	110%
<b>6+</b>	9	40%	90%
<b>9+</b>	12	40%	90%
<b>12+</b>	18	30%	90%
<b>18+</b>	24	20%	90%
<b>24+ *</b>	36	20%	90%

\* Hedging shall not extend beyond 36 months from the date that CPCNH first begins providing electricity service to CPA customers, until one year from that date.

\*\* May be increased up to 125% with the approval of CPCNH’s Load Serving Entity, as provided for in the EPRM Regulations.

### Risk Control Principles

#### Control Principles

CPCNH will strive to conduct its energy risk management activities following best practices of the wholesale electric industry. A balance between costs and benefits will determine most effective controls, which are generally expected to meet the requirements of generally accepted auditing standards (GAAS), financial institutions and credit rating agencies. The processes to identify, monitor, control and track risk exposure will follow these principles:

1. Delegation of authority that is commensurate with responsibility and capability, and relevant training to ensure adequate knowledge to operate in and comply with rules associated with the markets in which they transact (e.g., ISO-NE).



2. Contract origination, commercial approval, legal review, invoice validation, and transaction auditing shall be performed by separate staff or contractor for any single transaction. No single staff member shall perform all these functions on any transaction.
3. Defining authorized products and transactions.
4. Defining proper trade capture process for executing power supply contracts.
5. Complete and precise capture of transaction data.
6. Meaningful summarization and accurate reporting of transactions and other activity at regular intervals.
7. Consultation with legal counsel on all legal issues related to this Policy.
8. Timely and accurate risk and performance measurement at regular intervals.
9. Compliance reviews to ensure that this Policy and the EPRM Regulations are adhered to, with specific guidelines for resolving instances of noncompliance.
10. Active participation by senior management in risk management processes.
11. CPCNH and service providers relied upon to provide for operations will be appropriately subject to regular audits.

The RMC is responsible for ensuring that the EPRM Regulations provide for the controls required to implement this Policy. The required controls shall include all customary and usual business practices designed to (1) prevent errors and improprieties, (2) ensure accurate and timely reporting of results of operations and other information pertinent to management, and (3) facilitate attainment of business objectives.

### **Transaction Structures and Authorization**

CPCNH will transact in certain types of physical and financial products to mitigate various risks outlined in this policy. CPCNH shall have authorization to transact the following products subject to the enabling procedures and limits set forth in the EPRM Regulations:

- ✦ Physical power (e.g., Internal Bilateral Transactions (IBTs), physical tolls, etc.).
- ✦ Financial power or gas swap or futures (e.g., fixed-for-floating swaps, basis swaps, exchange-traded futures contract).
- ✦ Financial power or gas options.
- ✦ Financial Transmission Rights (FTR) obligations.
- ✦ Financial Transmission Rights (FTR) options.
- ✦ Environmental products to meet the Renewable Portfolio Standard (RPS).
- ✦ Products to hedge ISO-NE non-energy costs (Capacity, Ancillaries, etc.).



The RMC is responsible for ensuring that the EPRM Regulations authorize transaction types in accordance with this policy.

### **Segregation of Duties**

CPCNH will ensure that integrated but separate responsibilities are in place to control risks with clearly defined roles and responsibilities for the Front Office, Middle Office, and Back Office. Those responsibilities will be delegated to third parties until CPCNH assumes some or all of those functions. CPCNH will maintain oversight functions of these defined roles and ensure they are performed in compliance with this policy.

### **Conflicts of Interest**

CPCNH Directors, Officers, Alternates, Employees, Volunteers, consultants, and any other person acting for or on behalf of CPCNH — except for employees of Members who are not Directors or Alternates, acting in a ministerial (i.e., non-decisional) capacity as part of their public employment — are bound by the terms of CPCNH’s Conflict of Interest Policy, unless otherwise noted in contractual agreements between CPCNH and said parties.

CPCNH employees engaged in energy supply resource transactions, counterparty credit evaluation or oversight of the foregoing, are barred from directly investing in or otherwise having a direct financial interest in any company with whom CPCNH has consummated energy or related purchases or sales within the last two years.

## **Roles, Responsibilities & Organization**

This section defines the overall roles and responsibilities for implementation of this EPRM Policy. The coordinated efforts of personnel across several divisions are required to successfully implement CPCNH’s risk management program. The basic roles and responsibilities of each organizational function are outlined below.

### **CPCNH Board of Directors**

The Board has the ultimate oversight over CPCNH operations and is responsible for establishing an organizational-wide framework for risk management and ensuring that risk management results are achieved as planned. The Board shall approve and establish organizational policies for risk management and delegate to the CEO the responsibility for implementing the EPRM Policy. With responsibility for the ultimate oversight over CPCNH operations, the Board shall be responsible to ensure that risk management results are achieved in accordance with this policy.

### **Chief Executive Officer or Board Chair**

The CEO (or alternatively hereafter, in the absence of the CEO, the Board Chair) has specific and overall responsibilities for implementing the EPRM Policy and for communicating risk management issues to the Board. The CEO shall be responsible for delegating specific duties for carrying out the policy and ensuring compliance with it by all affected CPCNH employees or contractors. The Board acknowledges





that the CEO may delegate certain functions to the RMC, where delegation is ratified by this policy.

### **Risk Management Committee (RMC)**

The RMC is responsible for maintaining and overseeing compliance to this policy. The primary responsibility of the RMC is to ensure that the procurement activities carried out on behalf of CPCNH are executed within the guidelines of this Policy and are consistent with the Member's goals. RMC is responsible for:

- ✦ Evaluating and voting on all proposed hedging recommendations.
- ✦ Determining if changes in the hedging strategy, or changes to this policy, are warranted.
- ✦ Understanding the financial and risk models relied upon to support hedging decisions.
- ✦ Understanding and reviewing the risk reports used to monitor for compliance with this policy.
- ✦ Reviewing the effectiveness of all hedging and procurement activities.
- ✦ Reviewing any reported violations to this policy.

### **Front Office**

CPCNH's Front Office role has the responsibility for managing CPCNH's market price risk associated with Member CPA load serving requirements. The Front Office is responsible for:

1. Analyzing fundamental factors affecting load and supply, and net position.
2. Analyzing CPCNH's net position's exposure to market price risk.
3. Communicating results to the RMC and proposing transactions within the limits of this policy to balance those positions.
4. Recommending additional transaction types for approval by RMC, pursuant to the EPRM Regulations.
5. Negotiating the price and structure of hedging transactions with counterparties.
6. Transacting with counterparties only after approval from the RMC or within delegated limits approved by the RMC, and subject to those transactions:
  - Being for an approved product and executed with a counterparty with an approved credit limit.
  - Being duly authorized, within risk limits, and not causing either aggregate or individual counterparty credit limits to be exceeded.
  - Utilizing contract terms intended to minimize the risk of loss if a counterparty fails to deliver, take delivery, or pay for transactions provided.
  - Being executed and documented following standardized procedures.



- Complying with applicable laws, regulations, and court orders.

CPCNH's Front Office will maintain a list of authorized personnel approved to transact by the RMC. Any requested changes to the list of authorized personnel will be subject to RMC approval.

### **Middle Office**

CPCNH Middle Office will provide independent oversight of the Front Office functions and adherence to this policy. The Middle Office is responsible for:

- ✓ Providing independent oversight of load, supply, hedge positions, and net position.
- ✓ Maintaining the list of approved products.
- ✓ Ensuring accurate market curves used in valuation and risk management.
- ✓ Overseeing and validating the risk management models including prices, price volatilities and price correlations used in price simulations.
- ✓ Ensuring accurate load forecasts and load simulations.
- ✓ Calculating Counterparty Credit Exposure.
- ✓ Preparing position and risk reports for and providing feedback to the RMC.

### **Back Office**

CPCNH Back Office Functions will provide the administrative activities to support the execution of Front Office transactions. The Back Office will provide a wide range of supporting activities necessary to settle transactions with counterparties and support Middle Office risk control responsibilities consistent with this policy.

The Back Office has the responsibility for ensuring that transactions with counterparties meet all the terms intended by the Front Office. Primary responsibilities are:

- ✓ Confirmation of all transactions and reconciliation of differences with the counterparty.
- ✓ For exchange traded products through a clearing broker, the Back Office should balance daily with the broker statement.
- ✓ Reviewing transactions adherence to approved limits.
- ✓ Ensuring all trades have been entered into the system of record.
- ✓ Monitoring Counterparty Credit Exposure and report mark-to-market exposures relative to contractual contract requirements.

### **Authorities, Delegations, Limits, and Prohibitions**

All executed transactions shall conform to the policies set forth herein. It shall be the responsibility of the RMC, with approval of the CEO, to establish appropriate



individual transacting authority limits for the various personnel and contractors involved in the Front Office function in the EPRM Regulations.

All staff and contractors with designated responsibility for Middle Office or Back Office functions are strictly prohibited from executing any wholesale transactions. The Middle Office shall be responsible for informing counterparties of such approved authorizations, including transacting authority and restrictions, along with product types and/or term and dollar limits.

## **Policy Compliance**

### **Compliance Exceptions**

Compliance exceptions are actions which violate the authority limits or directives set forth herein or in the EPRM Regulations as developed and adopted pursuant hereto by the RMC.

### **Reporting of Exceptions**

Exceptions to mandated policies, procedures and regulations shall be reported to the RMC within two business days after they are identified, and the Front Office shall prepare a full report for review and discussion at the next RMC meeting.

### **Independent Performance Evaluations**

Compliance with this EPRM Policy, and with the specific requirements of the EPRM Regulations instituted pursuant to this policy, shall be subject to examination by CPCNH's independent auditors or by such other reviewers that CPCNH may appoint to evaluate the effectiveness of mandated controls. Pursuant to CPCNH's Joint Powers Agreement:

1. The RMC shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of CPCNH relative to the Enterprise Risk Management Policy (including this EPRM Policy) and as otherwise requested by the Board.
2. CPCNH shall budget an amount necessary for the evaluation as determined by the RMC, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with CPCNH.
3. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member CPA.
4. No individual or firm may be hired to conduct more than two consecutive evaluations.

### **Reserves**

Reserve levels shall be reviewed monthly by the Finance Committee.



## **Internal Systems, Tools, and Staff Training**

CPCNH employees who are authorized to perform energy risk management functions on behalf of CPCNH shall be provided with the necessary systems and tools to support all risk management processes.

Commensurate to the level of portfolio risk management functions performed by CPCNH staff:

- ⚡ Provision shall be made in the budget for the acquisition and maintenance of computer systems, software, communications equipment, data services and other analytical, measurement and reporting tools.
- ⚡ Provision shall also be made in the budget for managers and staff to attend seminars and courses in risk management on a regular basis.



# RETAIL RATES POLICY

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## Purpose

This Retail Rates Policy outlines the requirements, objectives, rate setting authorities, rate setting processes, Member rate product and Discretionary Reserve adder election procedures, and different types of rate structures, products, and content of the Community Power Coalition of New Hampshire (CPCNH).

## Requirements and Objectives

Member Electric Aggregation Plans typically require the CPA to offer default rates to one or more customer groups that are lower than or competitive with utility default rates at the time of launch. CPCNH shall only launch new Member CPAs subject to meeting any such requirements.

Thereafter, CPCNH will strive to maintain default service rates that are lower than or competitive with utility default service rates on average and over time — acknowledging that utility rates may dip below CPCNH rates on occasion, for short periods of time, due to market volatility and other factors.

Rates will be set at a level such that revenues from CPA customers are projected to meet or exceed CPCNH's ongoing operating and capital costs, inclusive of financial reserve targets, and other requirements set by the Board.

- ✦ Rate setting will be performed in concert with hedge decision making, as different rate structures may impact the appropriate hedging approach, in accordance with the procedures and methodologies summarized in the Energy Portfolio Risk Management Regulations (EPRM Regulations).
- ✦ CPCNH shall strive to provide innovative rate structures and offers that maximize choice and create value for CPA customers and for the Members, while aligning to the extent beneficial, allowable, and practical within and across CPA service territories.
- ✦ Changes to CPCNH default service rates shall be set and publicly noticed at least 30 days in advance of any rate change.
- ✦ Pursuant to RSA 53-E, CPCNH rate setting shall ensure the equitable treatment of all classes of customers, subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories when setting default service rates.
- ✦ Pursuant to Puc 2204.05, CPCNH shall provide for the proper advance notice of rates to new customers, and update customer rate information whenever it changes, but no less frequently than once per month, on the New Hampshire Department of Energy's Shopping Comparison website.

CPCNH shall comply with all other applicable statutory and rule requirements.



## **Electric Assistance Program Discounts**

Income eligible households can qualify for discounts on their electric bills under the Electric Assistance Program. CPCNH will support income eligible customers who enroll in the Electric Assistance Program to receive their discount. Discounts are funded by all ratepayers as part of the System Benefits Charge, which is charged to all customers and collected by the distribution utilities. At present, the Public Utilities Commission and utilities only support provision of the discount to individual customers when the customer's electricity supply charges are billed through the distribution utility. CPCNH will therefore elect utility consolidated billing to bill all customer accounts known to be enrolled in the Electric Assistance Program.

## **Policy Amendments**

The Board must approve amendments to this Policy. Advance written notice of Board meetings at which changes to this Policy are proposed shall be sent to the principal executive officers of each Member by the CEO. Subsequently, prompt written notice of the effective date of such amendment shall be sent to the principal executive officers of each Member by the CEO.

## **Default Rate Setting Process**

The CEO, in consultation with the Risk Management Committee and the Finance Committee — or in the absence of the CEO, the Risk Management Committee, in consultation with the Finance Committee — shall recommend default rates to the Board for approval with sufficient notice to be implemented commensurate with regulated default utility rate changes, or otherwise as deemed necessary to support the requirements and objectives of this Policy.

The Risk Management Committee and Finance Committee shall each convene at least one public meeting to provide for deliberation and public input regarding changes to default rates.

Advance written notice of Board meetings at which changes to default rates are proposed shall be sent to the principal executive officers of each Member by the CEO. Subsequently, prompt written notice of approved default rate changes shall be sent to the principal executive officers of each Member by the CEO.

## **Member Elections of Rate Products and Discretionary Reserve Adders**

Pursuant to this policy, individual Members will be provided the opportunity to elect to offer different rate products on a default and opt-in basis and to elect to adjust their CPA's default and opt-in rates to include an adder for the accrual and use of Discretionary Reserves, as provided for under the Financial Reserves Policy.

Any such elections of rate products and/or Discretionary Reserve adders must be approved by both the CEO and the Member's governing body, or the Member's Representative or other individual authorized pursuant to a delegation of such



authority by the Member's governing body or approved Electric Aggregation Plan, in advance of or during the meeting at which changes to default rates are approved by the Board.

### **Emergency Default Rate Adjustment Authority**

This Policy acknowledges that, while rate structures or levels may be expected to persist for an expressed and/or intended period of time, unexpected events may warrant an immediate indefinite or temporary rate adjustment. Sound portfolio risk management will in most cases prevent the necessity of such action. However, risk factors such as market price risk may lead to a situation for such action to mitigate cash reserve constraints.

The Board must approve emergency rate adjustments as necessary to maintain the financial integrity of CPCNH. Prompt written notice of emergency rate adjustments shall be sent to the principal executive officers of each Member by the CEO.

### **Rate Structure Types**

CPCNH may offer CPA customers the following rate structures:

#### **Discount to Utility Tariff Rates**

A rate structure that is discounted relative to utility rates ensures customer savings. This rate structure mitigates attrition risk. It will be based upon an expressed percentage discount to the rates offered by a customer's incumbent utility.

#### **Fixed Price Cost of Service Based Rates**

A rate structure that is based upon a budget build-up of cost of service, and/or another method whereby CPCNH offers a defined fixed price rate, is different than a discount to a utility rate. While it may be lower than a utility rate at inception and/or intent, a fixed rate could move above the utility rate due to wholesale market price movements, non-energy cost changes and/or regulatory changes impacting prices.

#### **Time of Use (TOU) Rates**

Time of use rates are rates that employ different pricing based on periods of time during a given day (e.g., daytime, nighttime) and/or weekday (e.g., weekday, weekend). Time of use rates incent customers to consume electricity at times that are lower cost and/or more environmentally friendly.

#### **Net Metering Rates**

Net metering rates allow a customer to benefit from behind-the-meter generation and possibly electricity storage capabilities through periodic meter reads where, at the end of the billing period the customer is charged for their net positive load (consumption) or if they have net exports to the grid at the end of the billing period they are either: 1) credited for those net exports to the grid on a kWh basis, such that they can carry forward a negative kWh balance to offset future consumption, or 2) get paid a rate for the surplus kWh exported to the grid and zero out their net kWh



usage. This rate construct is typically indifferent to the time of behind-the-meter generation, production, or customer consumption, but may be provided with TOU rates.

Generation in excess of a customer's usage each month is accounted for as a reduction to the CPA's wholesale load obligations by the utility, net of any applicable line loss adjustments, as approved by the Public Utilities Commission.

Customer-generators will continue to receive any non-supply related components (e.g., transmission and distribution credits) directly from their utility, as specified under the terms of their applicable net energy metering (NEM) tariff.

### **Index Plus Adder Rates (Pass-Through)**

Index rates take hourly (or, as contemplative of technology that may allow, subhourly) consumption and multiply a loss adjustment factor and an ISO-NE New Hampshire Zone power price, plus a CPCNH administrative adder, to arrive at an effective monthly cost based predominantly on market-based prices. Index rates should typically not be hedged, and the customer should bear all price risk under such arrangement, provided, however, that a collar or sleeve product that sets an upper and lower limit to such index prices for some period of time may be available for a price that covers the cost and risk of such a hedge. Demand flexibility options may be priced and included in the product.

### **Fixed & Index Blend and/or Variable Term Rates**

Likely of particular interest to non-residential customers, a Fixed & Index blended rate would be a combination of a fixed price rate as expressed above and an index rate as expressed above. The offering could be fixed to 50/50 or some other risk sharing split of the fixed and index portion. CPCNH should only hedge the fixed portion. Non-residential customers may also be interested in such rate for varying term lengths, such as for 12- or 24-month periods, which may be subject to meeting certain contractual, creditworthiness, and/or collateral posting requirements. Demand flexibility options may be priced and included in the product.

### **Other Rate Structures**

This policy precludes CPCNH from offering rate structures not expressly authorized herein, such as tiered rate structures (progressive or regressive), total dollar "all-you-can-consume" fixed cost offers, and rate structures that utilize a demand charge. Board approval is required to authorize additional rate structures.

## **Rate Product Types and Approval Authorities**

CPCNH is authorized to provide or offer CPA customers the following rate products:

### **Default Service**

Default Service shall be the default rates selected to offer CPA customers in each utility territory, priced relative to the prevailing utility default rate, and, if practical,





based upon the same or a comparable structure as the prevailing utility rate structure, as approved by the Board.

### **Member Default Service Election**

The Member Default Service Election is an exception to the Default Service Offer that would extend a default rate to the residents and/or businesses of a Member CPA different than other communities or CPCNH customers at large. Community offers may be rates that are higher or lower than the Default Service Offer, to reflect a different product content (e.g., higher or lower renewable and/or carbon-free content).

CPCNH shall provide Members with a schedule by which to request Community Default Service Offer Elections, which are subject to Board approval in consultation with the Risk Management Committee.

### **Local Power Offer**

The Local Power Offer acknowledges and integrates the rate impact of local generation projects (e.g., a local community solar project), community investment programs (e.g., investment in EV charging stations), or other programs or projects benefiting a targeted community.

Subject to the terms of a Project Contract, or Board approval in the absence of governing terms in a Project Contract, the Local Power offer may extend a default or custom rate to the residents and/or businesses of a Member CPA different than other communities and customers.

### **Alternate Customer Rate Options (Opt-Up or Opt-Down)**

Customers may select an optional rate extended by CPCNH through expressed choice of an alternative rate offer instead of Default Service. The option is held by the customer and CPCNH shall not move customers to an alternative rate without customer consent.

Alternative Customer Rate Options will be subject to Board approval at the same time as Default Service rates. Alternative Customer Rate Options shall be offered under the same rate structure as Default Service and may additionally be offered as a time-of-use rate.

### **Net Energy Metering Offer**

CPCNH will provide new rates and terms that compensate or credit participating customer-generators for the electricity supply component of their net metered surplus generation.

For group net metering, to the extent CPA default rates are lower than utility default rates, it may be most advantageous for the host customer-generator to remain a utility default service customer, while the other group members may enroll in CPA supply and continue to receive on-bill credits for their participation in the group.



Additionally, CPCNH will pursue additional development of NEM rates and programmatic enhancements that benefit and encourage customers to adopt distributed generation.

Net Metering terms, conditions, and rates for compensating and crediting different types of NEM customer generators will be set by the Board and fully disclosed to all prospective NEM customers through the program’s enrollment notification process and thereafter.

**Non-Residential Additional and Custom Offers (Opt-In)**

CPCNH may offer non-residential customers Index Plus Adder (Pass-Through) Rates, Fixed & Index Blend Rates, and/or Variable Term Rates thereof. Demand flexibility options may be priced and included in the product, to encourage and incentivize customers to shape their electricity usage patterns, including for the objective of lowering peak charges.

**Rate Product Content and Member Elections**

CPCNH shall offer the following rate products and contents:

PRODUCT	CONTENT *	MEMBER ELECTIONS
Granite Basic	Minimum RPS Content (23.4%)	Default, opt-down/in, or N/A**
Granite Plus	33% Renewable or Carbon Free	Default, opt-up/in, or N/A**
Clean 50	50% Renewable or Carbon Free	Opt-up/in or N/A
Clean 100	100% Renewable or Carbon Free	Opt-up/in or N/A

\* Specified percentages are minimums (floors).

\*\* One of these two products must be offered as Default Service

**Member Elections**

Each Member shall be provided the opportunity to elect whether to offer “Granite Basic” or “Granite Plus” as a default product, by customer class or as otherwise determined by the Board and will be advised on the cost implications of such elections by the CEO. Absent any election, “Granite Basic” shall be the default product.

Each Member that elects “Granite Plus” as their default product may also elect to offer “Granite Basic” as an opt-down choice for customers seeking the most affordable rate product. Absent any election, “Granite Basic” shall be offered as an opt-down/in product.

Each Member shall be provided the opportunity to elect whether to offer “Clean 50” and/or “Clean 100” as opt-up/in products. Absent any election, “Clean 50” and “Clean 100” shall be offered as opt-up/in products.



## **Product Content**

Carbon-free content is power that is reported as carbon-free on an Environmental Disclosure label pursuant to Puc rule 2205.11.

Renewable content that is in addition to the minimum requirements of the New Hampshire Renewable Portfolio Standard shall be provided by Renewable Energy Credits pursuant to RSA 362-F, with a preference for sourcing Renewable Energy Credits from in-state generation.



# FINANCIAL RESERVES POLICY

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## Purpose

This Financial Reserves Policy establishes minimum, target, and maximum levels of cash reserves that will be jointly accrued, used, maintained, and monitored by CPCNH, on behalf of all Members (“Joint Reserves”), and provides for the collection of Joint Reserves in excess of the maximum target joint reserve level to be applied at the discretion of individual Members (“Excess Reserves”). Separately, the policy allows for the collection and use of additional reserves at the sole discretion of each individual Member (“Discretionary Reserves”).

Joint Reserves, Excess Reserves, and Discretionary Reserves are collectively referred to herein as “reserves”.

## Objectives

Reserves are accrued and maintained by CPCNH on behalf of and for the benefit of Member CPAs. The establishment of Joint Reserves, pursuant to this policy, is intended to secure the following objectives:

- 1. Protect against emergency default rate adjustments.** Reserves can help minimize the risk that rates, after being set for a given period, would need to be quickly adjusted upwards due to market volatility (power supply shocks), weather impacts on demands, economic downturns, emergencies (such as natural disasters), and regulatory changes.
- 2. Strive to adjust rates gradually over time.** In a rising price environment, reserves may be used to spread out the impact of price increases on customers over multiple rate setting periods. For example, if market prices are expected to increase over the medium-term, deciding to collect additional reserves over the near-term (when prices are lower) would later allow more funds to be used to offset rate increases in later periods, thereby adjusting rates more gradually and predictably for customers over time.
- 3. Ensure cash availability when net revenues are unavailable.** To bridge seasonal times of the year that normally see temporary low or negative net revenues, which would otherwise require CPCNH to have sufficient credit to maintain liquidity.
- 4. Lower and avoid interest expenses.** To avoid interest expense to cover short-term cash shortfalls, first by accruing reserves sufficient to execute a credit facility for CPCNH, and subsequently by having sufficient reserves to use in place of credit or debt instruments. CPCNH intends to negotiate and directly execute a credit facility on behalf of Member CPAs within the first year of operations.
- 5. Enable the development of local energy projects.** Project developers typically seek to contract with entities that are willing and able to commit to paying for electricity over a 10 year or longer period. The accrual of financial reserves



hereunder is intended to provide CPCNH with the financial stability required to be a creditworthy counterparty for the purposes of soliciting and entering into long-term contracts to develop local energy projects on behalf of participating Members.

- 6. Achieve a credit rating and maintain good standing with rating agencies.** After accruing sufficient reserves, CPCNH can apply for a credit rating, which would allow power to be secured at lower costs, that is, without posting credit enhancements, for the benefit of all Member CPAs. CPCNH intends to achieve and maintain strong financial performance metrics sufficient to receive an investment-grade credit rating within three-to-five years after launch.
- 7. Manage risks identified in the Energy Portfolio Risk Management Policy,** such as those associated with market prices, counterparty credit and performance, load volumes and net revenues, gross margin levels, liquidity and collateral requirements, regulatory and legislative policy changes, and gross margin levels.
- 8. Establish clear expectations between the Board of Directors, staff, contractors, and suppliers of electricity to CPCNH.** A formal reserve policy creates a shared understanding of the proper level and use of reserves.

## Rights of Members to Reserve Contributions

### Member Reserve & Cost Allocation Accounting

Reserve contributions shall be tracked and accounted for on behalf of each Member CPA. For each Member, reserves accrued shall be adjusted to reflect the equitable allocation of costs between Members pursuant to Cost Sharing Agreements.

To the extent that provisions in this policy are inconsistent with the Cost Sharing Agreements entered into by Members, the Cost Sharing Agreements shall control.

### Member Accrual and Usage of Discretionary & Excess Reserves

Individual Members that request to adjust their CPA's default and opt-in rates to include an adder for the accrual of Discretionary Reserves, pursuant to the Rates Policy, will accrue reserves that are separate from Joint Reserves. Such reserves shall be tracked, accounted for, and transferred to the individual Member or otherwise applied or held by CPCNH as directed by the individual Member's governing body.

Joint Reserves that accrue in excess of the Maximum Operating Reserve Level hereunder are Excess Reserves, which shall be allocated back to Members for use as Discretionary Reserves.

Members may use such Excess and Discretionary Reserves to invest in developing new local energy projects, or to fund programs benefiting their customers specifically, or for other uses as determined solely by each individual Member.



## Member Reserve Settlements Upon Withdrawal or Termination

If a Member withdraws from CPCNH or is involuntarily terminated, the balance of any reserves accrued by the Member will be distributed or applied as directed by the Member's governing body, after satisfaction of the Member's contractual obligations with CPCNH and in accordance with any applicable law and regulation.

## Joint Reserve Target Levels Established

Joint reserves will be used to honor financial commitments and will be used to cover the operations of CPCNH over a number of days in the event of emergencies or other significant unforeseen events, amongst other goals outlined in this policy.

For purposes of this policy, Joint Reserve levels are defined as a projected or estimated amount accrued at the conclusion of a forecasted period.

Three target levels of Joint Reserves are defined below, which shall be in addition to any financial covenants entered into by CPCNH, relative to the forecasted expense of operations as reflected in CPCNH's budget:

1. Minimum Operating Reserve: reserves sufficient to cover 60 days of operations.
2. Target Operating Reserve: reserves sufficient to cover 120 days of operations.
3. Maximum Operating Reserve: reserves sufficient to cover 180 days of operations.

Rates shall be set to accrue Joint Reserves sufficient to meet the target levels on a forecasted basis, as follows:

1. To reach the Minimum Operating Reserve level within 3 years.
2. To reach the Target Operating Reserve within 5 years.
3. The Maximum Reserve level would provide strong protections against any significant adverse events and represents a longer-term goal.

## Joint Reserve Target Levels Maintained

### Replenishment of Minimum Reserves

Once Minimum Reserves levels are initially achieved, should CPCNH drawdown reserves below the Minimum Operating Reserve level, CPCNH will implement plans to return reserves to their minimum targets within two (2) years on a rolling forecast basis. The CEO shall oversee the preparation and submittal of such plans in subsequent budget and rate discussions with the Board.

### Reserves between Minimum and Maximum

To the extent that reserves are above the Minimum and below the Target Operating Reserve level, continued consideration should be given to the rate that reserves are accumulating toward the Target Operating Reserve.



To the extent that reserves are above the Target Operating Reserve and below the Maximum Operating Reserve level, no action by CPCNH would be required.

## **Joint Reserve Forecasting, Reporting, and Evaluation**

### **Regular Forecasting of Reserve Levels**

The conditions for use of reserves, being expressed as a percentage of the reserve level at the conclusion of a rolling 12-month forecast basis, require the reserve level to be regularly updated on a projected basis.

The reserve level forecast methodology shall be approved by Risk Management Committee, reviewed by the Finance Committee, and periodically assessed and updated as required to ensure appropriate reserve levels are maintained and funded.

The Risk Management Committee, supported by staff and contractors, shall ensure that the reserve level forecast is updated and reported to the Finance Committee and Board of Directors at each regular meeting.

The Treasurer shall report the reserve level in quarterly and annual financial reports.

### **Periodic Review of Reserve Target Levels**

Reserve target levels shall be periodically reviewed for consistency with industry standards by the Risk Management Committee. If significant risk factors are eliminated or significant new risks emerge as a result of changes in the industry, legislation, or economic conditions, the basis of the reserve policy shall be reviewed, and the funding level shall be adjusted accordingly. Unless the Reserves are lower than 120% of the minimum levels, formal Reserve funding discussions with the Board may be deferred until the next budget process.

### **Annual Consideration of Forecasted Reserve Levels and Targets**

An analysis of over or under forecasting of reserve levels during the fiscal year shall be made in conjunction with year-end financial results. These results will be reported to the Board of Directors as part of the year-end financial report presentation.

The Board shall review and consider the target reserve levels defined in this Policy, in the context of CPCNH's overall financial condition and taking under consideration changes to the industry and/or CPCNH's exposure to the risk factors defined in the Enterprise Risk Management Policy.

### **Conditions for Use of Joint Reserves**

A temporary reduction in cash consistent with the expected peaks or dips in revenues and expenditures are normal cyclical occurrences to be expected over the course of any 12-month period, and do not constitute an expenditure of Joint Reserves.



The use of Joint Reserves is defined as an expenditure that is forecasted to result in a more than 10% reduction of the reserve level, relative to its then-prior forecasted level at the conclusion of the fiscal year, or \$10 million, whichever is greater.

The use of Joint Reserves is subject to approval by the Board. However, the CEO has the authority to use reserves for operating liquidity in emergency situations in consultation with the Board Chair and either the Vice Chair or Treasurer, and such actions must be noticed to the Board in the next meeting.

## **Board and Membership Authority to Amend**

The Board may, by resolution, modify or suspend any provision of this Policy for any duration at any time, except that the provisions under this section, "Board and Membership Authority to Amend," and under "Rights of Members to Reserve Contributions" may only be modified or suspended by a written amendment unanimously approved by the votes cast at a meeting of the Membership at which a quorum is present.

The CEO or Board Chair shall send written notice of any proposed amendments to or suspension of the provisions under this section and under Rights of Members to Reserve Contributions to the Member Representatives and principal executive officers of each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon. Subsequently, prompt written notice of the effective date of such amendment or suspension shall be sent to the Member Representatives and principal executive officers of each Member by the CEO or Board Chair.





## Definitions

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- ⚡ “Board” means the Board of Directors of CPCNH.
- ⚡ “CEO” means the Chief Executive Officer of CPCNH, or, in the absence of a CEO, the Board Chair (unless where otherwise provided for in the policies).
- ⚡ “Cost Sharing Agreements” means the agreements entered into by CPCNH and individual Members pursuant to Article V, Section 3 of the CPCNH Joint Powers Agreement.
- ⚡ “CPA” means Community Power Aggregation.
- ⚡ “CPCNH” means the Community Power Coalition of New Hampshire.
- ⚡ “EPRM Policy” means the Energy Portfolio Risk Management Policy.
- ⚡ “EPRM Regulations” means the Energy Portfolio Risk Management Regulations.
- ⚡ “ERM Policy” means the Enterprise Risk Management Policy.
- ⚡ “GAAS” means generally accepted auditing standards.
- ⚡ “ISO-NE” means ISO New England, Inc., the entity serving as the regional transmission operator and which oversees the operation of New England's bulk electric power generation and transmission system and administers the regional wholesale markets for electric energy and other electricity products, or its successors.
- ⚡ Financial power or gas swap or futures. Includes fixed-for-floating swaps, basis swaps, exchange-traded futures contracts. Swaps and futures are financial settled instruments based on the difference between a fixed and floating reference price times a contracted volume. CPCNH could be the fixed side or float side of the settlement depending upon whether is buying or selling financial power.
- ⚡ Financial power or gas option. The buyer of an option pays a premium to have the right, but not obligation, to exercise the option prior to expiry and receive a financial settlement.
- ⚡ “Financial Transmission Rights (FTRs) obligations”: An FTR provides the FTR holder a revenue stream that equals the quantity of the FTR multiplied by the hourly price difference (day-ahead) between the source and sink locations specified in the FTR. An FTR can be used by CPCNH as a Load Serving entity to hedge congestion risk between a load zone and a supply location such as a generator or hub. The payoff of a FTR can be positive or negative,
- ⚡ “Financial Transmission Rights (FTRs) options”: FTR option buyers pay a premium to have the right, but not the obligation to exercise the payoff of an FTR settlement.



- ⚡ “Gross Margin at Risk” is a measure of the potential adverse changes in net revenues for a given time period and confidence level.
- ⚡ “IBT” or “Internal Bilateral Transaction” is a contract tool that transfers the ISO load obligation between the buyer and the seller. Participants with load or generators often sign bilateral contracts with each other to obtain price certainty rather than risking the uncertain energy market price. A Buyer’s load obligation decreases and therefore pay less to the ISO while a Seller’s load obligation increase and pay more to the ISO.
- ⚡ “Load Serving Entity (LSE)” means an entity that is registered with ISO-NE as a market participant and secures and sells electric energy and related services, which may include transmission service if not provided by the distribution utility, to serve the demand of end-use customers at the distribution level.
- ⚡ “MTM” or Mark-to-Market is a measure of the current replacement value of physical or financial contracts based on prevailing market forward curves, rather than the book value.
- ⚡ “NRSRO” means nationally recognized statistical rating organization.
- ⚡ “Physical Power Purchases and Sales”: see IBT.
- ⚡ “Potential Future Exposure for counterparty credit risk” means the maximum MTM counterparty exposures for a given time period and confidence level.
- ⚡ “Potential Collateral Exposure” means the maximum of collateral that CPCNH may have to post for a given period and time horizon with a given counterparty.
- ⚡ “Rates at Risk” is a measure of the potential adverse changes to CPCNH’s rate competitiveness, relative to the four default utility supply rates, for a given time period and confidence level.
- ⚡ “RMC” means the CPCNH Risk Management Committee.
- ⚡ “Financial Reserve Uncertainty” is a measure of the potential adverse change in reserves for a given time period and confidence level.
- ⚡ “Stress tests” refer to analysis of portfolio performance under stress scenarios of material risk drivers. Used to understand the potential variability in CPCNH’s projected procurement costs and resulting retail rate impacts and competitive positioning.



### COMMUNITY POWER COALITION OF NEW HAMPSHIRE

#### COST SHARING AGREEMENT

This Cost Sharing Agreement (“Agreement”) is made and entered into this \_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the City of Portsmouth, a subdivision of the State of New Hampshire, (“the Member”) and the Community Power Coalition of New Hampshire (“CPCNH” or “Corporation”), pursuant to the provisions of the CPCNH Joint Powers Agreement (“JPA”) (collectively, the “Parties”).

#### RECITALS

**WHEREAS**, the City of Portsmouth may choose to implement Community Power Aggregation (“CPA”) service to provide all-requirements electricity for its residents and businesses pursuant to New Hampshire Revised Statutes Annotated (“RSA”) 53-E, the Community Power Act, which found “*it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services;*”

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

**WHEREAS**, CPCNH is a nonprofit all-requirements Joint Powers Agency and governmental instrumentality operating pursuant to the Joint Powers Agreement entered into by the City of Portsmouth on the 22<sup>nd</sup> day of April, 2022, for the purpose of jointly exercising the powers granted to municipal corporations pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including, by reference, NH RSA 33) in accordance with RSA 53-A, Agreements Between Governments;

**WHEREAS**, CPCNH is jointly controlled and governed by its Members, united as a single entity to operate for the mutual benefit of the Members collectively, to promote the common good, general welfare, economic vitality, and prosperity of local communities in New Hampshire, to use the powers and authority granted by the Members to gain economies of scale and scope to launch, operate, and evolve Community Power Aggregation (“CPA”) programs, and to advance other energy and climate policies and actions on behalf of the Members; and

**WHEREAS**, CPCNH’s Joint Powers Agreement requires this Cost Sharing Agreement be entered into by all Members to ensure that the costs, expenses, debts, and liabilities directly or indirectly incurred by CPCNH on each Member’s behalf are recovered through said Member CPA’s revenues, or from grants or other third-party sources;

**NOW, THEREFORE, in consideration of mutual benefits, covenants, and considerations hereinafter set forth, CPCNH and the Member hereby agree as follows:**



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## ARTICLE I PURPOSE

The purpose of this Cost Sharing Agreement is to ensure that (i) the expenses, debts, and liabilities (“costs”) directly or indirectly incurred by CPCNH on behalf of the Member are allocated to them based upon cost causation principles, to the extent practical, and (ii) that such costs are recovered from their CPA program revenues, or revenues from grants or other third-party sources.

This Cost Sharing Agreement (i) affirms that the resolutions and articles of the Joint Powers Agreement, as applicable herein, represent a mutual and collectively beneficial approach to cost allocation, whether Members are active or withdrawn from CPCNH, (ii) obligates CPCNH to carry out cost tracking and allocation for recovery from Member CPA revenues in accordance with the methodologies and procedures herein, which are intended to ensure fairness across all Members.

Execution of this Cost Sharing Agreement is a requirement for all Members. Upon execution of this Agreement, Members may subsequently elect to take certain CPA Member Services, which are provided in Exhibit C; each Member Service requires separate execution by the Member to authorize and obligate CPCNH to provide services on behalf of the Member’s CPA.

Electing the Complete Service Bundle of CPA Member Services thereunder authorizes and delegates authority to CPCNH to, pursuant to CPCNH’s Energy Portfolio Risk Management, Rates, and Reserves policies: (i) take all actions necessary and proper to finance, launch, and operate the Member’s CPA; (ii) set rates and provide all-requirements electricity to eligible retail customers taking service within the Member’s service territory; and (iii) collect customer revenues to accrue financial reserves on behalf of the Member and recover the costs allocated to the Member’s CPA pursuant to this Agreement.



## ARTICLE II AMENDMENT

CPCNH’s Joint Powers Agreement requires that the Cost Sharing Agreements between the Corporation and each individual Member be uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for.

This Agreement duly provides flexibility to update and evolve the scope of services offered to all Members, for individual Member election, by permitting CPCNH to update Exhibit C for all Members, and to incorporate any Project Contracts entered into by an individual Member in Exhibit F. Similarly, Exhibit B: Cost Allocation Reference Table, Exhibit D: Template Cost Allocation Report, Exhibit E: Template Report Glossary, and the list of current CPCNH Members presented under Article III, below, may all be updated by CPCNH. Excerpts from CPCNH’s Joint Powers Agreement herein are also updated upon amendment to the Joint Powers Agreement. The Corporation shall promptly distribute any such updates to all Members in a uniform manner, except that Exhibit F of each Member’s Cost Sharing Agreement shall only reflect the Project Contracts, if any, entered into by each Member. The Member agrees that all such updates provided by CPCNH to the Exhibits and Joint Powers Agreement language herein shall be incorporated into and do not constitute an amendment to this Agreement.

To ensure that all other aspects of this Agreement, including the cost allocation methodologies prescribed hereunder, are similarly capable of evolving over time, and in recognition that the changeable nature of energy markets, technologies, and cost-drivers may well warrant refinements to the cost allocation methodologies herein at some point in the future, **this Agreement may be amended by a written amendment unanimously approved by the votes cast at a meeting of the Membership at which a quorum is present, provided that CPCNH’s Chief Executive Officer or Chair of the Board shall send written notice of any proposed amendments to the Member Representatives and principal executive officers of each Member at least thirty (30) days prior to such meeting at which it is to be acted upon.**

The Member recognizes that, absent this mechanism, it may become impractical to otherwise amend this Agreement as the number of Members grows over time, given the requirement that the Agreement be maintained as uniform in all material respects across the Membership, and that such an eventuality would be contrary to the interest of every Member.

## ARTICLE III MEMBERSHIP

CPCNH’s current Membership, pursuant to CPCNH’s Joint Powers Agreement, may individually execute this Agreement and thereby jointly rely on CPCNH to finance, launch, and operate their CPA programs. The Parties acknowledge that the actual sequencing of CPA implementation may vary from this table:

**Members currently intending to implement CPA program service in 2023:**

City of Lebanon	Town of Rye	Town of Exeter
Town of Hanover	Town of Walpole	Town of Peterborough
City of Nashua	Town of Plainfield	Town of Durham
Cheshire County	Town of Enfield	Town of Harrisville

**Members in the process of authorizing CPA programs:**

City of Dover	Town of Newmarket	City of Portsmouth
Town of Warner	Town of Canterbury	Town of Westmoreland
Town of Pembroke	Town of Wilmot	Town of Hudson
Town of Webster	Town of Shelburne	Town of Sugar Hill
Town of New London	Town of Hancock	Town of Brentwood



## **ARTICLE IV ELECTION OF CPA MEMBER SERVICES & PROJECT CONTRACTS**

The CPA Member Service Agreements currently authorized by the Board are provided in Exhibit C, inclusive of any additional terms of service thereof, for elective execution by the Member. Enrollment periods during which any Members may execute a given contract for CPA Member Services offered in Exhibit C may be for pre-defined periods or open-ended, and the Board may also close enrollment in any CPA Member Service contract that was previously open-ended. During the active enrollment period applicable to any given Member Service Agreement, all executed Agreements between CPCNH and each Member that has elected the same service must be uniform in all material respects.

All of the services required to undertake and provide CPA service are initially offered as a Complete Service Bundle. The Board may authorize additional CPA Member Services, including the disaggregated services comprising the Complete Service Bundle, for Members to elect and pay for on an a la carte, elective basis thereunder. The Member agrees that, from time to time, CPCNH may update Exhibit C to modify enrollment periods for specific CPA Member Services contracts, remove CPA Member Services contracts that are no longer offered and in use by any Member, and incorporate new CPA Member Services contracts offered to all Members.

Project Contracts that an individual Member has entered into, upon execution, shall be placed into Exhibit F of the Member's Cost Sharing Agreement and incorporated by reference hereunder.

Exhibit B provides a reference table summarizing how costs shall be allocated, for all Members' ease of reference, which shall be updated by CPCNH commensurate with the removal and/or addition of any CPA Member Services to Exhibit C, or as otherwise warranted at CPCNH's discretion.

## **ARTICLE V COST RECOVERY COMMITMENT; LIMITATION**

Article V, Section 3 of the JPA requires that the Cost Sharing Agreement entered into by each Member "*ensure that the costs, expenses, debts, and liabilities ("Costs") ... directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources.*"

The Member acknowledges and agrees that the costs directly or indirectly incurred by CPCNH on the Member's behalf shall be recovered through the Member's CPA revenues, or from revenues from grants or other third-party sources.

The debts, liabilities, and obligations of CPCNH shall not be debts, liabilities, and obligations of the Member unless and only to the extent agreed to under a Member Service contract entered into by the Member, pursuant to Exhibit C, or Project Contract separately entered into by the Member.

## **ARTICLE VI COST REPORTING & RECORDS**

This Cost Sharing Agreement puts in place a mandate for transparency regarding how costs are tracked, and allocations are computed. CPCNH will provide for the data collection, analysis, accounting, reconciliation of receipts and aging, and cost allocation between Member CPAs under the methodologies and processes set forth in this Cost Sharing Agreement. As provided for under Article IX hereunder, actual metered customer electricity consumption will be employed where consumption is the determinant of allocation, to the extent possible. However, the Member acknowledges that CPCNH's reasonable estimations of usage may need to be employed, initially and/or



even permanently, depending upon the availability of actual data by Member CPA, but estimations should be subject to periodic reconciliation with actual loads when reasonably practical.

CPCNH will deliver monthly reports to each Member CPA, after it closes its books, encompassing and presenting all costs and allocations by Member. Reports will be prepared at an appropriate level of line-item granularity and will be uniform in all material respects, except with regard to the scope of CPA Member Services and Project Contracts that each Member selects to participate in and pay for. Exhibit D shall present the current report template in use by CPCNH, accompanied by the glossary in Appendix E, which shall be kept current by CPCNH for the Member's reference. Reports will be delivered and distributed to all Members by CPCNH.

Pursuant to CPCNH JPA Article XIII, "*The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives.*" The Member may, at any time, request detail, clarification and/or revisions of monthly reports, which shall be distributed to all Members.

## **ARTICLE VII**

### **CPCNH IMPLEMENTATION COSTS**

The funding to implement CPCNH is derived from four sources. These sources will cover the initial cost of CPCNH during the Implementation Phase, which refers to the period from the incorporation of CPCNH, on October 1, 2021, through the Start-Up Date, which shall be deemed to be the first of the calendar month in which CPCNH begins receiving customer revenues for delivery of all-requirements electricity to serve the demand of the customers of Member CPAs:

- 1) Funds provided by Members, gifts, or grants received and recorded by CPCNH as cash contributions.
- 2) Credit extended by contract to, and received by, CPCNH from vendors or banks, whether extended with interest or deferred interest cost or charged on an alternate basis.
- 3) Interest-free cash advances, grants, or loans extended by contract to, and received by, CPCNH.
- 4) Deferred compensation by vendors and contractors under contract for future payment by CPCNH, contingent upon the delivery of all-requirements electricity to serve the demand of the customers of Member CPAs.

The Member acknowledges and affirms that the cost of implementing CPCNH should not be borne solely by the customers taking service from initial Member CPAs, as such costs are foundational to the benefit of all Members of CPCNH at any point. As such, the Agreement provides that:

- 1) Implementation Costs are defined as costs incurred or accrued by CPCNH during the Implementation Phase which are not directly allocatable to any one Member CPA, in that such costs would have been incurred or accrued by CPCNH irrespective of the participation of any one Member CPA, inclusive of interest or financing charges that continue to accrue on such costs subsequent to the Implementation Period, less funds received by CPCNH pursuant to (1) above.
- 2) Implementation Costs shall be equitably allocated, on an equal volumetric retail electricity usage basis, to the CPA of each Member that (i) executes this Cost Sharing Agreement and, (ii) supplies all-requirements electricity to retail customers through said Member's CPA program within the five (5) year period commencing on the Start-Up Date ("Implementation Cost Recovery Period").
- 3) CPCNH intends to pay off Implementation Costs during the initial three (3) years following the Start-Up Date. Consequently, over the course of the five (5) year Implementation Cost Recovery Period, each Member CPA will receive an allocation obligation, providing for the direct payment of Implementation Costs and/or reimbursements to the Member CPAs that have already paid for the Implementation Costs, such that, at the



conclusion of the five (5) year period, the sum of electricity used by retail customers taking service from each CPA over the course of the period divided into the Implementation Costs allocated to each CPA shall be equivalent on a dollar per megawatt-hour (\$/MWh) basis.

- 4) CPCNH shall maintain an internal accounting of the amount of Implementation Costs, and the allocation obligations, payments, and reimbursements of such costs, which record shall be available for inspection by Members at any reasonable time.

## ARTICLE VIII CLASSIFICATION OF COSTS

The three primary categories of costs into which CPCNH must classify all costs, pursuant to Section 3 of Article V of the JPA, are described in further detail below. Refer to Exhibit A for excerpts from the JPA regarding cost sharing principles, which are incorporated herein.

- 1) **CPA Member Services Costs** are costs related to undertaking and providing CPA service on behalf of Members. Such costs will represent the bulk of the cost that CPCNH will incur, including for the provision of:
  - a) **CPA Power Supply Costs:** costs incurred by CPCNH to secure and sell all-requirements electricity supply to serve the demand of the customers of each Member CPA, the definition and requirements of which are subject to changes in law and rules, and to engage in portfolio risk management, which includes:
    - i) The cost of electrical energy, capacity, reserves, ancillary services, transmission services (to the extent allocated to Member CPA service), transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply and meet the requirements of New Hampshire's Renewable Portfolio Standard, and financial products.
    - ii) The cost of financial products related to portfolio risk management, such as power or natural gas options, swaps, or futures contracts, Financial Transmission Rights (FTR) obligations and options, and products to hedge non-energy cost components of the power supply portfolio.
    - iii) Additional attributable costs authorized by individual Member CPAs for any other power supply related products and services, such as for securing or purchasing Renewable Energy Credits in excess of the requirements of New Hampshire's Renewable Portfolio Standard, or for resources that reduce the ISO-NE wholesale load obligations and/or reduce transmission cost allocations, if any, attributable to the Member CPAs, which may also generate credit for avoided transmission costs or avoided capacity costs attributable to customers and/or Member CPAs.
  - b) **CPA Operational Costs:** costs related to undertaking and providing CPA service on behalf of Members that are not CPA Power Supply Costs, which include but are not limited to the following:
    - i) Staff, overhead, legal, banking, technical, regulatory, and financial services costs attributable to the provision of CPA service.
    - ii) Financing and credit charges incurred for the provision of all-requirements electricity supply, and for operating costs hereunder, excluding those associated with any Project.
    - iii) Compliance costs attributable to the provision of CPA service.
    - iv) Direct costs and/or costs incurred from third-party providers under contract with CPCNH to provide services, including:
      - (1) Marketing, advertising, community engagement, and customer noticing pertaining to CPA service.





- (2) ISO-NE Load Serving Entity (LSE) services.
  - (3) Portfolio and risk management services.
  - (4) Utility data interchange, data management, and customer billing services.
  - (5) Call center and customer engagement services.
  - (6) Local program design, administration, and/or financing.
- v) Attributable Implementation Costs of the Corporation.
- 2) **General and Administrative Costs:** costs incurred for the common objectives of all CPCNH Members that are not incurred specifically in connection with a particular Project, Project Contract, or Member Service. Typical costs in this category, which may be fully or partially defined as General and Administrative Costs, include:
- a) Administrative offices.
  - b) CPCNH-wide financial management.
  - c) Business services.
  - d) Budget and planning.
  - e) Personnel management.
  - f) Central management information systems and operations.
  - g) General management of CPCNH, such as for strategic direction and Member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.
  - h) Attributable Implementation Costs of the Corporation.
- 3) **Direct Project Costs** are costs incurred for a particular Project pursuant to a Project Contract for a specific Member and/or CPA, or subset thereof, that are not allocated to General and Administrative Costs, to the extent appropriately assigned to specific projects pursuant to Section 4 of Article V of the JPA. These projects can take on many forms but carry a distinct attribute that they are defined by a specific Project Contract entered into by Members participating in particular projects. As such, Direct Project Costs are identified by contract for recovery from the Members that are signatories to the Project Contract.

## ARTICLE IX ALLOCATION OF COSTS

Costs directly or indirectly incurred by CPCNH relating to (1) the CPA Member Services elected by the Member pursuant to Exhibit C, (2) General and Administrative Costs of the Corporation, and (3) the Project Contracts entered into by the Member, if any, will be allocated to the Member in accordance with this Article IX. Refer to Exhibit B for a reference table summarizing these costs and allocation methodologies.

- 1) **CPA Member Services Costs.** Services required to undertake and provide CPA Member Services are allocated to Member CPAs pursuant to cost causation principles, to the extent reasonably practical, as described herein.
- a) **CPA Power Supply Costs.** Each Member will be allocated all costs incurred by CPCNH attributed to the provision of all-requirements electricity supply to the retail customers of said Member's CPA, inclusive of the cost of financial products related to portfolio risk management, as follows:
    - i) For the net costs attributable to the provision of all-requirements electricity supply to retail customers for each Member CPA:



- (1) Where retail customer usage on a temporal and/or geographically specific basis is the determinant of costs:
  - (a) Actual metered customer electricity usage will be employed to the extent reasonably practical for each Member and to the extent such usage is used for load settlement purposes with ISO-NE (“actual usage”).
  - (b) Estimated or profiled electricity usage will be employed only to the extent that actual metered customer electricity usage is not reasonably available or is not used for load settlement purposes with ISO-NE for said Member.
- (2) Where retail customer usage on a temporal and/or geographically specific basis is not the determinant of costs, Members will be allocated net costs on a pro rata volumetric usage basis.
  - ii) For costs incurred pertaining to financial products related to portfolio risk management, net costs may be allocated either to all Members on a pro rata volumetric usage basis or to each Member based upon either their actual electricity usage, if reasonably available, or alternatively, estimated, or profiled electricity usage.
  - iii) For costs incurred pertaining to any other power supply related products and services authorized by each Member CPA, net costs will be allocated to said Member CPAs based on a reasonable determination of the cost of providing that service.
- b) **CPA Operational Costs.** Each Member will be allocated all costs incurred by CPCNH related to undertaking and providing CPA service on behalf of said Member that are not CPA Power Supply Costs, as follows:
  - i) For costs attributable to staff, overhead, legal, banking, technical, regulatory, and financial services, costs will be allocated to all Members on a pro rata volumetric usage basis.
  - ii) For costs incurred pertaining to compliance requirements:
    - (1) Costs reasonably attributable to each Member will be allocated to said Member.
    - (2) Costs that are not reasonably attributable to any one Member will be allocated to all Members on a pro rata volumetric usage basis.
  - iii) For financing and credit charges incurred for the provision of all-requirements electricity supply, and operating costs hereunder, costs may be allocated either to all Members on a pro rata volumetric usage basis or to each Member based upon their actual usage, if reasonably available, or alternatively, estimated, or profiled electricity usage.
  - iv) For costs incurred from third-party providers of services under contract with CPCNH:
    - (1) Services charged based on a metric or fee structure that can be reasonably applied to an individual Member basis will be allocated to each Member on that basis.
    - (2) Services charged based on a metric or fee structure that cannot be reasonably applied on an individual Member basis will be allocated to all Members on a pro rata volumetric usage basis.

## 2) **General and Administrative Costs.**

- a) Each Member will be allocated General and Administrative Costs on a pro rata basis in accordance with the following formula: Member CPA’s Annual Retail Electricity Load divided by all Member CPAs’ Annual Retail Electricity Load.
  - i) “Annual Retail Electricity Load” means the annual amount of metered electricity delivered to retail consumers and supplied through the Member CPA during the most recent 12 whole months.



- ii) If less than 12 whole months of load have been supplied through the Member CPA, the calculation of a Member's Annual Retail Electricity Load shall be as follows:
  - (1) Within a CPCNH Fiscal Year, the Member CPA's allocation of General and Administrative Costs shall initially be based on a reasonable forecast provided by CPCNH of the Member CPA's load for the duration of the Fiscal Year divided by all Member CPAs' forecast Annual Retail Electricity Load for that Fiscal Year.
  - (2) After the close of the CPCNH Fiscal Year, to the extent reasonably practical, such forecasts shall be reconciled to the Member CPA's actual load over the Fiscal Year divided by the total of actual loads for all Member CPAs for that Fiscal Year.
- 3) **Direct Project Costs.** Costs incurred for a particular Project pursuant to a Project Contract will be recovered pursuant to the Project Contract that governs Member cost responsibility for the Project. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project. If CPCNH incurs additional costs for a particular Project, then:
  - a) CPCNH shall provide notice to the Project Committee in question regarding the date upon which the Project Committee must vote upon the matter of how to fully allocate such additional costs amongst participating Members, which shall be considered a Project Matter for this purpose, and CPCNH shall allocate costs pursuant to an affirmative vote by the Project Committee thereof.
  - b) In the absence of an affirmative vote by the Project Committee thereof, CPCNH shall allocate such additional costs to each Member in proportion to their participation share allocation for the Project.

## ARTICLE X GENERAL TERMS & CONDITIONS

The Joint Powers Agreement carries with it several elements with which this Cost Sharing Agreement shall hold generally consistent but apply specifically to this Cost Sharing Agreement.

### Limitations of Liability

As provided for in Article XII of the JPA, *"No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement."*

### Indemnification

This Cost Sharing Agreement is a continuation of the authority in the Joint Powers Agreement, and as such, its indemnification language applies (By-Laws, Article 13.1):

*"Each Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH, (and the irrespective heirs, executors and administrators), shall be indemnified and held harmless by CPCNH against any and all claims, demands, losses, costs, penalties, expenses (including attorneys' fees), judgments, damages and liabilities reasonably incurred by, or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of their being, or having been, a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH (whether or not they continue to be a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH at the time such action, suit or proceeding is brought or threatened), arising in whole or in part, directly or indirectly from conduct in which such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent has engaged in good faith. However, no such indemnification shall apply in relation to any matter involving (i) a breach of their*



*duty of loyalty to CPCNH; (ii) acts or omission which are not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director, Officer, Member representative, committee member, employee, assignee, or agent derived an improper personal benefit. In the event of settlement of any such action, suitor proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which CPCNH is advised by counsel that such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent is not liable for misconduct as such. The foregoing right of indemnification shall be in addition to any rights to which any Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent may otherwise be entitled.”*

Further, CPCNH shall, “*Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.*” Articles of Agreement of the Corporation, Article 7.21.

### **Dispute Resolution**

This Cost Sharing Agreement affirms the dispute resolution approach defined in Article XVIII, Section 2 of the JPA, and the Member hereby agrees to extend this provision in support of the Cost Sharing Agreement:

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

### **Continuing Obligations: Participant Withdrawal and Obligations or Buyout Provisions**

Continuing obligations shall be pursuant to the same terms for continuing obligations as provided for under Article IV, Section 6 of the JPA:

*“Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Project Contract or Cost Sharing Agreement. The Member’s equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member’s liability for the costs described herein. Any amount of the Member’s funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.”*

## **ARTICLE XI TERM**

This Agreement shall be deemed to have been in effect commencing upon the date the Member became a Member of CPCNH following execution of the CPCNH Joint Powers Agreement. This Agreement shall continue in full force and effect until terminated by the earlier of (1) dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws or (2) the later of (a) withdrawal or involuntary termination of the Member from the Corporation, as provided for in Article 4 and 5 of the JPA, subject to any continuing obligations, as provided for in Article 6 of the JPA, or (b) as otherwise specified in this Agreement.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized:

**MEMBER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTATION: \_\_\_\_\_  
*Clerk*

**COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

By: \_\_\_\_\_  
*Chair of the Board of Directors*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTATION: \_\_\_\_\_  
*Secretary of the Board*

APPROVED AS TO FORM: \_\_\_\_\_  
*General Counsel to the Board*



## EXHIBIT A: COST SHARING PRINCIPLES

- 1) CPCNH's Joint Powers Agreement, Article V, defines certain cost sharing principles, which are provided below for the Member's reference, and Sections 3-7 thereunder are expressly incorporated herein:

### ARTICLE V COST SHARING PRINCIPLES

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

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

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

*(a) **CPA Member Services Costs:** Costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;*

*(b) **General and Administrative Costs:** Costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in connection with a particular Project, Project Contract, or Member Service and shall be allocated to, and recovered from, each Member on a pro rata basis in accordance with the following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and*

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

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

*General and Administrative Costs do not include Costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all Costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally*



*included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the Cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to Cost allocation under the applicable Project Contract. The Members intend that all Costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.*

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

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

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

- 2) **CPCNH's Articles of Agreement**, under the Joint Powers Agreement, provide for the powers of the Corporation that are expressly incorporated herein, including, as follows:

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

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



**EXHIBIT B: COSTS ALLOCATION REFERENCE TABLE**

<b>Classification</b>	<b>Cost Factor</b>	<b>Allocation Method</b>
<b>General &amp; Administrative</b>	All Costs	\$/MWh forecasts and annual true-up to pro rata share of <u>actual</u> “Annual Retail Electricity Load” (JPA defined term)
<b>Direct Project</b>	Costs identified in Project Contracts	As specified in Project Contracts
	Unanticipated Costs	As directed by Project Committee vote; alternatively, Member Project Contract participation share %
<b>CPA Member Services</b> <i>Power Supply</i>	All Requirements Electricity	Member CPA actual cost
	Net Hedging	\$/MWh (across all CPAs) <u>or</u> actual cost (for each CPA)
	Optional / Opt-Up Products	Member CPA actual cost
<b>CPA Member Services</b> <i>Operations</i>	Allocated Staff, Overhead & Misc. Svc	\$/MWh
	Member CPA Compliance Costs	Member CPA actual cost
	General Compliance Costs	\$/MWh
	Financing and Credit Support	\$/MWh (across all CPAs) <u>or</u> actual cost (for each CPA)
	Portfolio & Risk Management Services	\$/MWh
	ISO-NE Load Serving Entity (LSE) Services	\$/MWh
	Marketing & Community Services	\$/MWh
	Customer Notifications	\$/Notice
	Data Management & Billing Services	\$/Meter
	Call Center & Customer Services	\$/Meter
	Local Program Design, Admin & Finance	\$/MWh (across all CPAs) <u>or</u> actual cost (for each CPA)
<b>CPA Member Services</b> <i>Elective Services</i>	Additional services as authorized by the Board	





**EXHIBIT C: CPA MEMBER SERVICES FOR ELECTION BY MEMBER**

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**I: COMPLETE SERVICE BUNDLE**

**AS AUTHORIZED BY THE BOARD OF DIRECTORS ON DECEMBER 27, 2022**

**MEMBER ENROLLMENT PERIOD: OPEN**



**COMMUNITY POWER COALITION OF NEW HAMPSHIRE**  
**CPA MEMBER SERVICES CONTRACT: COMPLETE SERVICE BUNDLE**

This CPA Member Services Contract (“Contract”) is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (“Effective Date”) by and between the City of Portsmouth, a subdivision of the State of New Hampshire, (“the Member”) and the Community Power Coalition of New Hampshire (“CPCNH” or “Corporation”), pursuant to the provisions of the CPCNH Joint Powers Agreement (“JPA”) (collectively, “Parties”).

**RECITALS**

**WHEREAS**, the City of Portsmouth desires to implement Community Power Aggregation (“CPA”) service to provide all-requirements electricity for its residents and businesses pursuant to New Hampshire Revised Statutes Annotated (“RSA”) 53-E, the Community Power Act, which found “*it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services*”;

**WHEREAS**, CPCNH is a nonprofit all-requirements Joint Powers Agency and governmental instrumentality operating pursuant to the Joint Powers Agreement entered into by the City of Portsmouth on the 22<sup>nd</sup> day of April, 2022, for the purpose of jointly exercising the powers granted to municipal corporations pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including, by reference, NH RSA 33) in accordance with RSA 53-A, Agreements Between Governments;

**WHEREAS**, CPCNH is jointly controlled and governed by its Members, united as a single entity to operate for the mutual benefit of the Members collectively, to promote the common good, general welfare, economic vitality, and prosperity of local communities in New Hampshire, to use the powers and authority granted by the Members to gain economies of scale and scope to launch, operate, and evolve CPA programs, and to advance other energy and climate policies and actions on behalf of the Members;

**WHEREAS**, the Cost Sharing Agreement between the City of Portsmouth and CPCNH permits the City of Portsmouth to enter into agreements for CPCNH to provide certain CPA Member Services, and ensures that the costs, expenses, debts, and liabilities directly or indirectly incurred by CPCNH on the City of Portsmouth’s behalf are recovered through Portsmouth Community Power’s CPA program revenues, or from grants or other third-party sources;

**WHEREAS**, the City of Portsmouth adopted an Electric Aggregation Plan on the 21<sup>st</sup> day of February, 2023, and desires CPCNH to finance, launch, and operate a CPA on its behalf;

**WHEREAS**, this Contract for the Complete Service Bundle shall be inclusive of all services, expertise, and financial support that Portsmouth Community Power requires to “*undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service*” in accordance with to Section 3(a) of Article V of the JPA; and

**WHEREAS**, the City of Portsmouth hereby endorses and adopts CPCNH’s Data Security and Privacy Policy, Energy Portfolio Risk Management Policy, Retail Rates Policy, and Financial Reserves Policy, as may be amended from time to time by CPCNH’s Board of Directors, to provide for the security of individual customer information, procurement of all-requirements electricity supply, price risk management, prudent budgeting and rate setting, and the collection of financial reserves by CPCNH on the City of Portsmouth’s behalf for the term of this Contract.



**NOW, THEREFORE, in consideration of mutual benefits, covenants, and considerations hereinafter set forth, CPCNH and the Member hereby agree as follows:**

## **ARTICLE I** **Purpose**

**1. Definition.** The Complete Service Bundle, pursuant to Section 3(a) of Article V of the Joint Powers Agreement (“JPA”), is inclusive of all services, expertise, and financial support that Member CPAs require to “*undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service*” (hereafter, the “Services”).

**2. Purpose.** The Board of Director’s (“Board”) overarching purpose, in offering the Complete Service Bundle, shall be to achieve a greater financial benefit for every Member collectively than any one Member would be able to achieve individually, by creating and sustaining: (i) public oversight, transparency, and unbiased expert advice to decision-makers regarding operations and planning; (ii) administrative cost efficiencies and business model innovations; (iii) a sustainable balance, and equitable consideration, between short-term cost-savings and long-term fiscal stability; (iv) powerful representation at the New Hampshire legislature and Public Utilities Commission, including on matters regarding market-enabling reforms and infrastructure investments that impact the Membership’s energy future; and (v) the acceleration and development of cost-effective local programs, advanced rate structures, new customer services, and local energy project developments that create new financial value and resiliency for participating Members, at the community-level, and for customers, in terms of their total energy costs, including by lowering transmission and generation capacity charges in addition to wholesale energy purchases.

**3. Endorsement.** By executing this Contract, the Member endorses this collective purpose for the Services.

## **ARTICLE II** **Decision-Making Framework**

**1. Acknowledgement.** The Member acknowledges that (i) efficient administration imposes limitations to individual Member choice, (ii) procurement and rate setting will present inherent trade-off decisions, (iii) collective decision-making must therefore be relied upon to satisfy and balance the divergence of the Members’ prioritization of competing objectives over the short- to long-term, and (iv) achieving the above-stated purpose therefore requires a decision-making framework to define which decisions must be made collectively versus left up to each Member.

**2. Establishment of Decision-Making Framework.** The Member hereby endorses and adopts CPCNH’s Data Security and Privacy Policy, Energy Portfolio Risk Management Policy, Retail Rates Policy, and Financial Reserves Policy (“Policies”), which, in conjunction with and pursuant to the Joint Powers Agreement, establishes an appropriate framework that balances the Member’s individual versus collective decision-making considerations regarding CPCNH’s provision of services under this Contract.

Appendix A summarizes how the framework is intended to function during initial implementation of the Member’s CPA, specifically identifying which decisions will be made collectively, and where the Member may make or delegate certain key decisions, including regarding: (i) choice of whether to procure power initially on the Member’s behalf, (ii) choice of rate products offered to the Member’s customers, (iii) choice of collecting additional financial reserves for the Member’s sole use, and (iv) choice of termination of this Contract, before and after enrollment of the Member’s customers.

**3. Amendment of Decision-Making Framework.** The Member agrees that the Policies are integral to CPCNH’s provisions of Services under this Contract, to provide for the security of individual customer information, procurement of all-requirements electricity supply, price risk management, prudent budgeting and rate setting, and the collection of financial reserves on behalf of participating Members. The Member acknowledges that the Board



or the Membership of CPCNH may amend the Policies from time to time, and that the Member, pursuant to the Joint Powers Agreement, may observe, inform, and/or participate directly on the Board and in committee decision-making processes relevant to the provision of the Services. The Member agrees that CPCNH shall update this Contract to reflect any amendments to CPCNH policies, which shall be incorporated herein and not constitute an amendment to this Contract.

Appendix B summarizes the Policies and amendment procedures and is provided for the Member's reference. Current Policies are available to the Member upon request and publicly available on CPCNH's website.

### **ARTICLE III** **Limitation of Member Liability**

The Member is not liable for the debts, liabilities, or obligations incurred by CPCNH to provide the Services under this Contract.

### **ARTICLE IV** **Delegation of Authority & Commitment to Act**

**1. Delegation of Authority.** The Member hereby expressly authorizes and delegates authority to CPCNH, with immediate effect, to act as an agent of the Member in all circumstances and capacities required to provide the Services as contemplated under this Contract.

**2. CPCNH Commitment to Act.** CPCNH shall take all actions required to provide for the timely delivery of the Services, including by: ensuring effective community engagement and customer noticing, completion of registration requirements with utilities, and compliance with statutory and rule requirements to the provision of CPA service; negotiating and executing contracts for credit support and all-requirements electricity to satisfy the Member's load obligations and manage price risk; setting rates to satisfy the Member's revenue requirements and obligations under this Contract; arranging for revenues received from utilities and CPA customers to be deposited into CPCNH's secured revenue account and pledged to CPCNH's financiers and supplier counterparties; providing for general administration and oversight of the Services; and accruing and tracking financial reserves on behalf of the Member.

**2. Member Commitment to Act.** The Member agrees to take and perform all acts required to effectuate the delegation of authority to CPCNH as contemplated herein, including by promptly making all necessary filings with any Governmental Authority or Electric Distribution Utility upon CPCNH's request. If requested by CPCNH, the Member shall assist CPCNH in obtaining information regarding the Member's customers from the Electric Distribution Utility. The Member agrees to provide to CPCNH all data, including reports, records, and other information, in the Member's possession, or cause to be provided data not in the Member's possession, which may reasonably facilitate the timely performance of the Services described hereunder.

### **ARTICLE V** **Professional Ability & Service Contracts**

CPCNH relies upon qualified service providers, consultants, and personnel to provide the Services jointly, at a beneficial economy of scale, across all Member CPAs. Services will be performed by qualified staff, contractors, consultants, Member Representatives and/or volunteers, as determined by the CPCNH Board of Directors or its designee, and carried out in a competent, professional, and satisfactory manner, in accordance with the standards prevalent in the industry and any applicable policies adopted by the Board.

The Member acknowledges and accepts that the extent of CPCNH's services under this Contract, as a start-up power agency, are predicated on (i) contracts CPCNH has executed with service providers hired through competitive solicitations, (ii) CPCNH's internal capacity, including staff capacity commencing with an anticipated hire of a



CEO in March 2023, and (iii) the timeline by which distribution utilities implement Puc 2200 rules, which have not been fully implemented as of December 2022.

CPCNH's current contacts with service providers and consultants are available through CPCNH's website and listed in Appendix C.

## **ARTICLE VI** **Electric Aggregation Plan**

**1. Acknowledgement.** The Member acknowledges that the terms and requirements of the Member's Electric Aggregation Plan may prevent CPCNH from being able to commence provision of some or all the Services.

**2. Mutual Commitments.** CPCNH commits to promptly review the Member's Electric Aggregation Plan to assess any impact on CPCNH's provision of Services, and to identify and recommend any amendments prudent or necessary thereof. Member commits to promptly consider adoption of any such amendments. During the term of this Contract, the Parties will coordinate on, and the Member may seek CPCNH's advice regarding, any amendments to their Electric Aggregation Plan and shall strive to align any amendments thereto with the common interest and intent of this Contract, the underlying Services, and consistent with applicable statutes or regulations or with CPCNH's provision of the Services.

## **ARTICLE VII** **Term; Procurement and Termination Elections; Financial Reserves**

**1. Term.** The term of this Contract shall commence on the Effective Date and expire upon the termination of the Services as set forth herein.

**2. Termination Prior to Commencement of Procurement.** The Member may elect to terminate this Contract with immediate effect by submitting written notice to CPCNH, provided that CPCNH has not authorized entering into transactions for power on behalf of the Member's CPA.

**3. Election to Delay Initial Procurement.**

The Member's Authorized Officer, if authorized hereunder, may elect to delay commencing procurement on behalf of the Member's CPA during the Risk Management Committee meeting convened to authorize the first transactions entered into by CPCNH on the Member's behalf, provided that such election is made prior to the vote authorizing such procurement.

The Committee shall call for any such elections by the Member to be made verbally, after review and discussion of current market conditions and corresponding rate forecasts, and prior to the Committee's vote on whether to authorize procurement. Verbal elections made at the meeting by the Authorized Officer shall be immediately considered effective by CPCNH and promptly followed by written confirmation from the Authorized Officer to CPCNH and the Member's Principal Representatives.

**4. Notice of Termination before and after First-Year Operations.**

CPCNH's Energy Portfolio Risk Management Policy provides that "*hedging shall not extend beyond 36 months from the date that CPCNH first begins providing electricity service to CPA customers, until one year from that date.*" After the first year of operations, CPCNH may authorize entering into forward hedging transactions extending up to 36 months out, on a rolling basis, to serve the collective load of all Member CPAs taking Service.

At any time during the 12-month period after the initial launch of CPCNH's power supply service, commencing on the date when CPCNH first supplies electricity to the retail customers of any Member CPA, the Member may submit



written notice to terminate the Services on the first day of the month thirty-six (36) months following the date when CPCNH first supplied electricity to the retail customers of any Member CPA.

At any time after the 12-month period after the initial launch of CPCNH’s power supply service, the Member may terminate this Contract by submitting written notice at least thirty-six (36) months in advance of the termination date.

**5. Early Termination after Commencement of Service.**

The Member may also, submit notice that it wishes to terminate this Contract at an earlier date than as provided for above. Upon receipt of such notice, CPCNH shall promptly assess and inform the Member of the minimum waiting period under which the Member would have no costs for withdrawal. Costs of withdrawal at an earlier date include, but are not limited to, losses from the resale of power contracted for by CPCNH to serve the Member CPA’s load. The waiting period will be set to the minimum duration such that there would be no costs transferred to the remaining Members that have elected the Services.

Alternatively, the Member may elect to terminate this Contract during the waiting period, provided that the Member first deposits sufficient funds with CPCNH, as reasonably determined by CPCNH and approved by a vote of the Board of Directors, to cover the Member’s liability for the costs described above. The Member may elect to use its allocated share of Joint Reserves or its Discretionary Reserves, collected on Member’s behalf and held by CPCNH, for this purpose.

**6. Return of Allocated Joint Reserves.** After the effective date of the Member’s termination of this Contract, any amount of the Member’s allocated share of Joint Reserves above that which is required to pay any costs incurred by CPCNH through the date of termination on behalf of the Member shall be allocated back to the Member for use as Discretionary Reserves, pursuant to CPCNH’s Financial Reserves Policy.

**ARTICLE VIII**  
**Authorized Officer for Member Service Decisions**

**1. Authorized Officer.** The Member may designate an Authorized Officer to take specific actions, as defined in Section 2: Authorizations below, on behalf of the Member pursuant to this Agreement and the Policies. The Member’s Authorized Officer, as specified in the Member’s Electric Aggregation Plan, or otherwise delegated authority by the governing body hereunder, is:

Title	Name	Phone	Email
City Manager	Karen Conard	603 610-7200	Kconard@cityofportsmouth.com

The Member’s Principal Executive Officer may specify a new Authorized Officer by submitting written notice by electronic mail to CPCNH’s Principal Representative, which shall be promptly acknowledged and effective thereof, and such updates to this Contract shall not be considered an amendment.

**2. Authorizations.** The Authorized Officer may act on behalf of the Member to instruct and authorize CPCNH only on the matters and to the extent explicitly authorized by the Member hereunder. The Member hereby delegates the following authorities to the Authorized Officer to act on the Member’s behalf (specify “yes” or “no”):

- a) Pursuant to Article VI, Section 3, the Authorized Officer may elect to delay commencing procurement: YES;
- b) Pursuant the Retail Rates Policy, the Authorized Officer may specify default and optional products: YES; and
- c) Pursuant the Retail Rates Policy, the Authorized Officer may set Discretionary Reserve adders: YES.



**3. Disclaimer.** CPCNH shall have no liability to the Member for actions taken in reliance on authorizations or instructions received by the Authorized Officer as contemplated hereunder or in compliance with the Policies. Until such time as the Member instructs CPCNH in writing that the individual above, if any, is no longer an “Authorized Officer” hereunder, CPCNH shall have no duty to inquire as to the authority of such Authorized Officer to provide the authorizations or instructions in connection with the Services.

**4. Alternatives.** If an Authorized Officer is not identified hereunder, or if CPCNH is at any time unsure as to the identity of the Authorized Officer hereunder, or regarding a decision on any matter for which the Member has not delegated authority to the Authorized Officer under Section 2: Authorization, CPCNH may request written instructions from the Member’s Principal Executive Officer, or the Member’s governing body, pursuant to any applicable Policy, as to the course of action to be adopted by CPCNH. CPCNH shall be entitled to conclusively rely upon such written instructions thereof.

**ARTICLE IX**  
**Principal Representatives**

The Member’s Principal Representatives, for purposes of communicating with CPCNH on any matter associated with the performance of the Services set forth hereunder, in addition to the Authorized Officer, shall be:

Title	Name	Phone	Email
Member Representative	Kevin Charette		
Alternate Representative	Peter Rice		
Principal Executive Officer	Karen Conard		
_____			

CPCNH’s Principal Representative, for purposes of communicating with the Member on any matter associated with the performance of the Services set forth hereunder, shall be CPCNH’s Chief Executive Officer, or in the absence thereof, the Chair of the Board of Directors.

Title	Name	Phone	Email
Chief Executive Officer			
Board Chair	Clifton Below		

The Parties shall update the Principal Representatives identified in this section by submitting written notice by electronic mail to the other Party, which shall be promptly acknowledged, and such updates shall not be considered an amendment to this Agreement.

**ARTICLE X**  
**Amendments**

Article IV of the Cost Sharing Contract requires that “*all executed [Member Services] Agreements between CPCNH and each Member that has elected the same service must be uniform in all material respects*”; any material amendments to this Contract are subject to approval and incorporation by all Members that have executed Member Services Contracts for this Complete Service Bundle. CPCNH may update Appendices, and this Contract to incorporate any amendments to the Policies hereafter, neither of which constitute an amendment to this Contract.



**ARTICLE XI**  
**Attestation of Signing Authority; Execution**

The Member has taken and performed all acts necessary and has received all necessary authorizations and approvals required to enter into this Contract and to bind the Member to the terms herein. The Member has attached a resolution of its governing body authorizing the execution of this Contract by the authorized signatory below, and any other authorization documents thereof. The authorized signatory represents that (i) this is a true, complete, and accurate list of all such necessary authorizations, approvals, actions and filings, (ii) the Member has provided true, complete, and accurate copies of the authorization documents to CPCNH as of the Effective Date, and (iii) other than the authorization documents, there are no other authorizations, approvals, filings or other actions required for Member to enter into this Contract, perform its obligations hereunder, and delegate authority to CPCNH to perform the Services.





IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized:

**MEMBER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTATION: \_\_\_\_\_

*Clerk*

**COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

By: \_\_\_\_\_

*Chair of the Board*

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTATION: \_\_\_\_\_

*Secretary of the Board*

APPROVED AS TO FORM: \_\_\_\_\_

*General Counsel to the Board*

**Authorization Documents:**

1. Resolution of the Member’s governing body authorizing the signatory’s execution of this Member Service Contract, inclusive of all individuals named and duly empowered hereunder.
2. The Member’s Approved Electric Aggregation Plan.



## **Appendix A**

### **Decision-Making Framework: Member CPA Implementation**

This Appendix summarizes how the decision-making framework for the Complete Service Bundle is intended to function during initial implementation of the Member's CPA. It identifies which decisions will be made collectively, and where the Member may make or delegate certain key decisions, including regarding: (i) choice of whether to procure power initially on the Member's behalf, (ii) choice of rate products offered to the Member's customers, (iii) choice of collecting additional financial reserves for the Member's sole use, and (iv) choice of termination of this Contract, before and after enrollment of the Member's customers.

Activities and decision-making are presented with reference to applicable Policy, in approximate sequential order:

#### **Pursuant to this Contract:**

1. CPCNH will assist or provide for the Member's public engagement efforts to market the program in advance of customer enrollment, and work with the Member to finalize marketing materials. The Member will receive a program logo, a content-populated website hosted on a Dot Gov address as follows: [Member].CommunityPowerNH.gov, and template marketing materials including FAQs, flyers, two-pagers, and public presentation decks.
2. The Member's committees, staff, and other individuals involved in the Member's public engagement will be provided with a Public Engagement Campaign handbook, offered training in media and public engagement, and provided direct support to carry out an effective campaign in advance of launch, including for the purpose of carrying out the public meeting required after customer notifications are sent.
3. CPCNH will complete all required utility testing and registration requirements, meet other statutory and rule requirement obligations, implement customer service functions, such as Interactive Voice Recording and live-agent call center services, and design, print, mail, and process customer opt-in and opt-out notices sent on behalf of the Member.

#### **Pursuant to the Energy Portfolio Risk Management Policy, or, as noted, pursuant to this Contract:**

4. The decision of whether or not to procure power, by commencing the execution of hedges in advance of the target launch date for any new Member CPAs, is a collective decision made by the Risk Management Committee. The decision is informed by then-current market conditions and the forward-looking analysis and advice of CPCNH's service provider for procurement, price risk forecasting and analysis, and portfolio management.
5. Under this Contract, the Member (1) may terminate this Contract, at any time, before CPCNH has first authorized procurement on behalf of the Member, and (2) may choose to designate an Authorized Officer to elect to delay commencing procurement on behalf of the Member's CPA. The Authorized Officer's election must be made during the Risk Management Committee meeting convened to consider authorizing the first transactions entered into by CPCNH on behalf of the Member, after review and discussion of current market conditions, transaction offers, and corresponding rate forecasts, and prior to the Committee vote.
6. Depending upon market conditions and transaction offers, CPCNH may procure sufficient power on the same day, or the Risk Management Committee may decide to authorize transactions for multiple transaction types, terms, and volumes, on a rolling basis for a period of time, in order to seek price advantages. Regardless, CPCNH will procure and cover its open positions to comply with the Hedge Ratios defined in the Energy Portfolio Risk Management Policy. (Hedge ratios are covered positions expressed as a percentage of load, calculated as fixed price purchases and supply resources divided by forecasted load; maintaining CPCNH's minimum and maximum hedge ratios provides a framework to manage market risk, by limiting CPCNH's net open exposure while allowing flexibility in procurement to maintain competitive rates over time.)
7. After procurement has concluded, rates will be calculated and set at a level that ensures the revenues from Member CPA customers are projected to meet or exceed CPCNH's ongoing operating and capital costs, inclusive of financial reserve targets pursuant to the Financial Reserves Policy.



**Pursuant to the Retail Rates Policy, or, as noted, pursuant to this Contract:**

8. The Risk Management Committee and Finance Committee shall each convene at least one public meeting to provide for deliberation and public input regarding changes to default rates, prior to rate setting. The CEO (or in the absence of the CEO, the Risk Management Committee, in consultation with the Finance Committee), will then recommend rates to the Board for approval. Advance written notice of Board meetings at which default rates are proposed shall be sent by the CEO or Board Chair to the Member’s Principal Executive Officer.
9. The Member may then, in advance of or during the meeting at which rates are approved by the Board, elect to offer different rate products to its customers on a default and opt-in basis, per the framework summarized below:
  - a) CPCNH shall offer the following rate products and contents to all Members:

PRODUCT	CONTENT *	MEMBER ELECTIONS
<b>Granite Basic</b>	Minimum RPS Content (23.4%)	Default, opt-down/in, or N/A**
<b>Granite Plus</b>	33% Renewable or Carbon Free	Default, opt-up/in, or N/A**
<b>Clean 50</b>	50% Renewable or Carbon Free	Opt-up/in or N/A
<b>Clean 100</b>	100% Renewable or Carbon Free	Opt-up/in or N/A

\* Specified percentages are minimums (floors).

\*\* One of these two products must be offered as Default Service.

- b) The Member’s governing body, or if designated hereunder, the Member’s Representative or an alternative Authorized Officer acting on the Member’s behalf, may elect:
      - i) Whether to offer “Granite Basic” or “Granite Plus” as a default product, by customer class or as otherwise determined by the Board and will be advised on the cost implications of such elections by CPCNH’s CEO (or Board Chair). Absent any election, “Granite Basic” shall be set the Member’s default product. If the Member elects “Granite Plus” as their default product, they may also elect to offer “Granite Basic” as an opt-down choice for customers seeking the most affordable rate product. Absent any election, “Granite Basic” shall be offered as an opt-down/in product.
      - ii) Whether to offer “Clean 50” and/or “Clean 100” as opt-up/in products. Absent any election, “Clean 50” and “Clean 100” shall be offered as opt-up/in products.
      - iii) Whether to increase their CPA’s rates to include an adder for the accrual and use of Discretionary Reserves, which are financial reserves accrued and allocated for the Member’s sole use pursuant to the Financial Reserves Policy.
    - c) The Member acknowledges that (i) CPCNH may be unable to offer the ability to collect Discretionary Reserves during the initial months of operations following the launch of CPCNH’s first Member CPAs, due to system implementation timeline constraints, (ii) the Member’s elections are subject to approval by CPCNH’s CEO, or in the absence of the CEO, the Board Chair, in advance of or during the meeting at which changes to default rates are approved by the Board.
10. Thereafter, CPCNH’s Board and Committees will undertake a variety of activities pursuant to Energy Portfolio Risk Management Policy, Retail Rates Policy, and Financial Reserves Policy designed to ensure continuously monitoring and effective management of CPCNH’s power portfolio and rate setting process. The Member may observe, inform, and/or participate directly in these decision-making processes on Board and committees pursuant to the Joint Powers Agreement. The Member will also regularly be afforded the option to decide upon rates in the manner provided for above, in all subsequent rate setting periods, pursuant to the Retail Rates Policy.
11. The Member may elect to terminate this Contract subject to advance notice and satisfaction of obligations thereof, as provided for under this Contract.



## **Appendix B**

### **CPA Launch Process: Member Elections & Collective Decision-Making**

CPCNH's Data Security and Privacy Policy, Energy Portfolio Risk Management Policy, Retail Rates Policy, and Financial Reserves Policy are summarized below, along with amendment procedures, for reference.

Current Policies are available to the Member upon request and publicly available on CPCNH's website.

#### **1. Data Security and Privacy Policy.**

CPCNH's Data Security and Privacy Policy defines the specific goals, requirements, and controls necessary to safeguard the confidentiality, integrity, and availability of confidential individual customer information, in compliance with RSA 53-E:4 (Regulation) and RSA 53-E:7 (Aggregation Program); RSA 363:38 (Duties and Responsibilities of Service Providers) and RSA 363.37 (Definitions); and RSA 359-C:20 (Privacy Policies for Individual Customer Data) and RSA 359-C:19 (Definitions); inclusive of procedures that require counsel review of any enacted changes to RSA 359-C (the New Hampshire Right to Privacy Act), RSA 91-A (Access to Governmental Records and Meetings), RSA 363:37-38 (Privacy Policies for Individual Customer Data), RSA 53-A:3 (Agreements Between Government Units, and RSA 53-E (Aggregation of Electric Customers by Municipalities and Counties) or other related statutes that may necessitate, in future, modifying or altering, or otherwise risk negating, the policy.

*Note that Members must necessarily comply with applicable statutory and rule requirements prior to accessing individual customer information held in confidence by CPCNH on their behalf.*

The Board of Directors may amend the policy by resolution at any time.

#### **2. Energy Portfolio Risk Management Policy.**

CPCNH's Energy Portfolio Risk Management Policy outlines the philosophies and objectives of the CPCNH Board of Directors in governing and making decisions necessary to provide the credit support, portfolio analytics, hedging, and daily operating activities required to implement and operate Member CPA power supply services. The Board must approve amendments to the EPRM Policy.

Advance written notice of Board meetings at which changes to the policy are proposed shall be sent to the principal executive officers of each Member by the CEO or Board Chair. Subsequently, any such amendment shall be sent to the principal executive officers of each Member by the CEO or Board Chair.

Pursuant to the policy, CPCNH's Risk Management Committee is responsible for ensuring the development and maintenance of CPCNH's Energy Portfolio Risk Management Regulations (EPRM Regulations) to expand on the roles, strategies, controls, and authorities authorized in the policy to form a comprehensive energy risk management program. After the EPRM Regulations are initially approved by the Board, the regulations may be amended with approval of the CEO, in consultation with the RMC, provided that the CEO sends prompt written notice to the Board of any such amendments.

The Member may directly participate on CPCNH's Board of Directors and Risk Management Committee pursuant to the Joint Powers Agreement.

#### **3. Financial Reserves Policy.**

CPCNH's Financial Reserves Policy establishes minimum, target, and maximum levels of cash reserves that will be jointly accrued, used, maintained, and monitored by CPCNH, on behalf of all Members ("Joint Reserves"), and provides for the collection of Joint Reserves in excess of the maximum target joint reserve level to be applied at the discretion of individual Members ("Excess Reserves"). Separately, the policy allows for the collection and use of additional reserves at the sole discretion of each individual Member ("Discretionary Reserves").



The Board of Directors may, by resolution, modify or suspend any provision of the policy for any duration at any time, except that the provisions under the section governing amendments and the section “Rights of Members to Reserve Contributions” may only be modified or suspended by a written amendment unanimously approved by the votes cast at a meeting of the Membership at which a quorum is present. In the event such an amendment is proposed, CPCNH’s CEO or Board Chair shall send written notice to the Member Representatives and principal executive officers of each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon. Subsequently, prompt written notice of the effective date of such amendment or suspension shall be sent to the Member Representatives and principal executive officers of each Member by the CEO or Board Chair.

#### **4. Retail Rates Policy.**

CPCNH’s Retail Rates Policy outlines the requirements, objectives, rate setting authorities, rate setting processes, Member rate product and Discretionary Reserve adder election procedures, and different types of rate structures, products, and product content offered to the Member hereunder.

The CEO, in consultation with the Risk Management Committee and the Finance Committee, or in the absence of the CEO, the Risk Management Committee, in consultation with the Finance Committee, shall recommend default rates to the Board for approval with sufficient notice to be implemented commensurate with regulated default utility rate changes, or otherwise as deemed necessary to support the requirements and objectives of the policy. The Risk Management Committee and Finance Committee shall each convene at least one public meeting to provide for deliberation and public input regarding changes to default rates. The Member acknowledges that CPCNH’s Board is required to approve, when necessary to maintain the financial integrity of CPCNH, emergency rate adjustments. Prompt written notice of emergency rate adjustments shall be sent to the principal executive officers of each Member by the CEO, or in the absence of the CEO, the Board Chair.

The Member may directly participate on CPCNH’s Board of Directors, Finance Committee, and Risk Management Committee pursuant to the Joint Powers Agreement.

The Board of Directors must approve amendments to the Retail Rates Policy. Advance written notice of Board meetings at which changes to the policy are proposed shall be sent to the principal executive officers of each Member by the CEO. Subsequently, prompt written notice of the effective date of such amendment shall be sent to the principal executive officers of each Member by the CEO



## **Appendix C** **CPCNH Service Contracts**

CPCNH's current contracts with all service providers and consultants are accessible online, under "Key Documents" at:

<https://www.cpcnh.org/about>



## **EXHIBIT D: TEMPLATE COST ALLOCATION REPORT**

[Insert upon commencement of CPA service]



## **EXHIBIT E: TEMPLATE REPORT GLOSSARY**

[Insert upon commencement of CPA service]





**EXHIBIT F: PROJECT CONTRACTS EXECUTED BY MEMBER**

## **Community Power Coalition of New Hampshire Savings and Reserves**

- \$5.8 million in customer savings in the first three months of operation,
- \$8 million in financial reserves to ensure long-term rate stability & benefits

## **Rates — % Discount — \$ Savings (as of 3-14-23)**

- Last week, the CPCNH voted to procure power and set rates.
- CPCNH purchased power on behalf of 67,000 customers in 10 cities & towns
- We are happy to announce that we will be supplying electricity at a rate of 15.8 cents per kilowatt-hour. That's 22% lower than Eversource supply rate; 28% lower than Liberty supply rate; 39% lower than Unitil supply rate
- That's between \$25 - \$40 a month back into the pocket of the consumer
- Customers can buy 100% renewable power at cheaper than Eversource supply rate

## **Nashua Savings**

- >36,000 Nashua electric customers will see an immediate 22% reduction in their energy supply costs starting in May of this year.
- >\$2.6 million in savings for Nashua customers in first three months (~\$24/mo/cust)

## **Upper Valley Savings**

- >13,000 Upper Valley customers in Lebanon, Hanover, Enfield, Plainfield
- > \$1 million in savings in the first three months of the program
- 20% – 30% reduction in their energy supply costs starting in May.

## **Monadnock Savings**

- >5,000 Monadnock customers in Harrisville, Peterborough, Walpole
- > \$500,000 in savings in the first three months of the program
- 20% – 30% reduction in their energy supply costs starting in May.

## **Seacoast Savings**

- >10,000 electric customers in Rye and Exeter, with Portsmouth, Dover, Durham, Newmarket and others soon to join.
- >\$1.5 million in customer savings in the first three months
- 22% savings in Rye (~\$30/mo/cust); 39% savings in Exeter (~\$55/mo/cust)



## CITY OF PORTSMOUTH

CITY COUNCIL POLICY No. 2023 -

### Donation Policy

#### 1. **Objective and Purpose**

Donations of every type are offered to the City of Portsmouth for general or specific purposes. This policy will guide the review and acceptance of such donations, confirm that the City has relevant and adequate resources to manage such donations, and ensure that the City appropriately acknowledges the generosity of the donor. Partnership opportunities for donations for community benefits should respect relevant statutory limitations and guidance, honor policy goals and occur within an ethical framework that preserves the integrity of municipal decision-making processes.

The purpose of this policy is to:

- Establish guidelines that ensure donations occur at arm's length from any City decision-making process;
- Provide criteria and process for the acceptance of donations; and
- Confer upon and confirm the authority of the City Manager, the School Board, the Police Commission, the Fire Commission and the Library Board of Trustees, to accept and spend donations consistent with State law, the parameters contained herein, and their adopted policies and practices.

#### 2. **Scope**

**2.1** This policy is intended to encompass all donations made to the City, its boards, committees and commissions, and programs as well as donations requested or encouraged by staff directed to other organizations or community agencies. That stated, this policy is not intended to interfere with or displace the policies and procedures of the School Board, and Library Trustees which have certain authority granted to them under Charter, ordinance, and law. The City of Portsmouth desires to encourage donations, while at the same time considering fiscal impacts and on-going maintenance and operational costs. While this policy predominantly focuses

on material donations, this policy should be considered to have broad applicability for unseen future donations.

**2.2** This policy does not apply to:

- a. Donations of public art which are the subject of a separate ordinance and policy;
- b. Individual volunteers who may serve in various capacities within municipal departments as part of an academic or other program, or individual volunteers who assist at various municipal-sponsored or run events, functions or programs;
- c. Gifts to individual employees which are governed by Ordinance under Chapter 1, Article 8 and subject to the policies and procedures implemented by the City Manager;
- d. Grants from any source are not covered by this Donation Policy and must be brought forward to the City Council for acceptance; and
- e. Trust instruments which must be brought forward to the City Council for approval (although the general policy considerations expressed in this policy may be applicable and useful).

**2.3 Definition**

*"Donations"* are cash and other monetary instruments, tangible property including land, or in-kind contributions directed to the City or its boards, commission, committees, or programs. Donations do not constitute a business relationship since no reciprocal consideration is sought.

**2.4 Examples of Donations:**

- **Memorials:** trees, park benches, plaques
- **Monetary:** including cash from event ticket sales and payments for auction items associated with fundraisers that may be conducted by third parties and donated to the City, as well as gift certificates and discount deals from local businesses and nonprofits
- **In-kind services:** this includes organized multi-person volunteer activities by businesses and non-profits to repair, improve municipal facilities and properties
- **Tangible Items other than Art:** laptops and other equipment, instruments, food

**2.5 Donation Process**

The City Manager shall develop and implement such forms and processes necessary to comply with this policy and work with the Charter Departments and Library Trustee to align their policies and practices as needed for consistency of implementation. If the

donation is for a restricted purpose, that purpose should be clearly defined or described and any time limitation on the expenditure of those restricted funds identified.

### **3. Accepting Donations**

#### **3.1 General Authority**

The City may elect to accept or decline any donation.

#### **3.2 Accepting Authority**

- The School Board shall have authority to accept donations directed to the School Department and its programs provided it is consistent with this policy.
- The Library Board of Trustees shall have authority to accept donations directed to the Portsmouth Public Library and its programs provided it is consistent with this policy.
- The City Manager shall have the authority to accept donations of value of \$100 or less without action by the City Council. The City Manager shall prepare for informational purposes only a quarterly report to the City Council identifying all such donations so accepted. Generally, the name of the donor and the amount of the donation and any program or trust to which the donation was directed will be identified in the report.
- All other donations shall be submitted to the City Council for acceptance.

**3.3** Occasionally the City receives cash donations in circumstances in which it is unable or impractical to identify the donor. Such examples include when staff is directed to “keep the change” or to “round up . Nothing in this policy limits the City’s ability to accept these donations.

**3.4** There are donors and situations where it is preferred that the donation be treated as anonymous, to the extent possible, and as may be permitted by the State’s open meeting and public records laws. In addition, some departments, such as the Police Department, prefer to limit certain donor information to the Chief and the Police Commission due to their officers’ enforcement role. Nothing in this policy limits the City Manager’s authority to accept donations in instances where the donation is to be treated as anonymous to the extent allowable by law.

### **4. General Conditions**

- 4.1** No advantage is to accrue to the donor (donor’s family, business or other close relations or interests) as a result of the donation.
- 4.2** No donation shall be accepted which violates this policy, the City Charter or ordinances, or any State, federal law or order.

## **5. Eligible Uses**

- 5.1** Eligible donations are those that support approved programs and services, durable assets; capital facilities or projects; asset improvement, restoration or capital maintenance; or cash for such purposes.
- 5.2** Donations must be for purposes consistent with the receiving Departments' mandate, programs, services and activities and must be deemed to be in the public interest of the City.
- 5.3** Donations are only to be accepted if the receiving Department has the capacity to meet the initial and ongoing costs and obligations associated with the gift.
- 5.4** Donors who wish to make donations that support special purposes to be provided by an organization independent of the City should be directed, where possible, to the intended organization.

## **6. Ineligible Donors and Donations**

To the extent reasonably practical, donations from ineligible donors should be declined. Ineligible donors include, but are not limited to:

- Persons who may be suffering from mental illness, disability or duress;
- A party, committee, association, fund, or other organization (regardless of incorporation) that is regulated by election laws;
- Any organization that is required to be registered with the secretary of state under the lobbyist registration act;
- Proven or suspected criminal organizations;
- Organizations that promote hatred against individuals or groups; and
- Individuals, businesses, or organizations when adverse to the City in pending litigation.
- Persons and entities with pending applications for permits or other municipal approvals.

Donations from certain persons and entities such as arms manufacturers, certain drug manufacturers/distributors, and tobacco companies are not ineligible donors but donations from such entities may require special attention and consideration and evaluation of potential conflicts.

Donations shall not be accepted for programs, projects or other purposes which would be in violation of any anti-discrimination policies of the City of Portsmouth or any local, state or federal laws.

**7. Authority to Accept and Spend Cash Donation**

The City Manager (and as applicable the department heads by extension) and Charter Departments shall have the authority to expend accepted donations for the purposes intended.

**8. Declining Donations**

As stated above under Section 3, the City reserves the right to decline any donation for any reason. If the donation is not accepted, the City may, at its discretion, notify the donor of the reason the donation was declined.

**9. Costs Associated with the Proposed Donation**

The City also has an interest in knowing in advance the full cost that may be associated with a donation, namely those which may relate to purchase, installation, maintenance and operation during the gift's expected life cycle. In the ordinary course the amount of the donation should be sufficient to cover all such expenses.

- Neither purchase nor installation shall commence until the donor's donation has been accepted and funds have been received by the City for such purposes.
- As to donations requiring on-going operation and maintenance, amounts which are estimated to exceed \$1,000 on an annual basis, the donation shall include an endowment sufficient to cover them, i.e. 20x the estimated amounts.

In rare and unusual circumstances where the City has determined that the value of the donation substantially exceeds the cost associated therewith, these requirements may be waived.

**10. Procurement Decisions:**

**10.1** Voluntary donations for community benefits may not be solicited and offers may not be made by or accepted from a bidder, proponent or applicant to procurement, or their representative, concurrent to the procurement solicitation and award process.

**10.2** The City shall not accept donations that are conditional upon the endorsement of any product, service or supplier. Current and prospective suppliers to the City that decline solicitations for donations shall not be penalized in procurement decisions of the City.

**11. Donations of Personal or Real Property**

**11.1** Donations of real property should include consideration of any future or ongoing obligations arising from the donation. Where appropriate, approval of a donation of real property is to include the use and disposition of the real property including the net proceeds arising from a property transaction. Donations of real property will be held in the name of the City.

**11.2** Donations of personal property will also be reviewed and considered by this policy and subject to approval by the appropriate department head.

## **12. Managing and Reporting Donations**

To cultivate an ongoing relationship with donors:

- Treat individual donors' names and amounts given, and any other private or personal information, with respect and, except where the donor authorizes release of such information, with confidentiality to the extent provided by the law;
- Reasonably limit the frequency of solicitations; and
- Respond promptly to a donor's question or complaint.

The City shall manage and record in accord with generally accepted governmental accounting principles donations that are restricted for uses or programs, whether such restrictions are temporary or permanent.

## **13. Acknowledgements, Forms and Receipts**

The City is committed to the highest standards of donor stewardship and accountability. This includes appropriate acknowledgement and recognition for donations. Accordingly, for donations valued at \$100 or more, a formal letter of acknowledgement and gratitude will be sent to the donor by the City.

## **14. Accounts**

**14.1** Donations designated for specific purposes or for the general purpose of a specific program, are to be used by the program for the purpose specified by the donor. For purposes of financial control and accountability, donations are to be credited to appropriate accounts of the City.

**14.2** Donations may not be managed informally or held in personal or external accounts or trust funds. This would not apply to independent community fundraising campaigns until such time that the campaign contributions are donated to the City.



- 14.3** Donations of cash or property to the City, where the purpose is not specified and which are not part of an approved fundraising initiative, are deemed to be undesignated and become contributions to general revenue of the City or assets of the City, unless the recipient Department seeks council approval for the requested purpose.

This policy shall take effect upon the passage by the City Council.

Adopted by the Portsmouth City Council on \_\_\_\_\_, 2023.

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Kelli L. Barnaby, CMC/CNHMC  
City Clerk

DRAFT

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IV, Section 1.411 – **CEMETERY COMMITTEE** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

**ARTICLE IV: COMMISSIONS/AUTHORITIES**

**Section 1.411: CEMETERY COMMITTEE**

- A. Membership and Term: The Cemetery Committee shall consist of not less than ~~twelve (12)~~ **seven (7)** or more than ~~eighteen (18)~~ **eleven (11)** regular members. The members shall be appointed by the Mayor subject to the approval of the City Council ~~for a term of two (2) years, coterminous with the City Council term. The first four (4) members appointed after adoption of this ordinance shall be appointed to terms of three (3) years commencing as of the date of completed appointment. Thereafter, all appointments shall be for terms of two (2) years. All appointments to fill vacancies shall serve the remainder of the vacant term. A quorum shall be a majority of the existing appointed members at any given time.~~
- B. Powers and Duties: The Committee shall provide advice and recommendations to the City Manager and the City Council with respect to all issues affecting municipal cemeteries, including the solicitation and acceptance of grants; the expenditure of any funds for specific improvements; and any expenditures from the Cemetery Trust Fund. Nothing herein shall limit the power of the City Council or City Manager to take immediate action in the event of exigent circumstances.
- C. It shall be the responsibility of the Cemetery Committee to encourage the restoration, preservation, and safeguarding of Portsmouth's historic cemeteries and their history for future generations.

The City Clerk shall properly alphabetize and/or re-number the ordinances as necessary in accordance with this amendment.

All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

This ordinance shall take effect upon its passage.

Be it further ordained that on the adoption of this amendment, the terms of all existing members of the Cemetery Committee shall be terminated. The Mayor shall thereafter re-appoint the members to the Committee with City Council approval until all existing members have been offered the opportunity for reappointment.

APPROVED:

\_\_\_\_\_  
Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

\_\_\_\_\_  
Kelli L. Barnaby, City Clerk