



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE

**SELECT BOARD AMENDED AGENDA
DECEMBER 12, 2016**

**NON-PUBLIC SESSION 6:00 PM
CHEVALIER BUILDING, EXECUTIVE CONFERENCE ROOM**

**REGULAR MEETING 7:00PM
NORTH HAMPTON TOWN HALL
231 ATLANTIC AVENUE**

1. **Non Public Session Pursuant to RSA 91:-A:3, II(b), regarding the hiring of a public employee 6PM Chevalier Building, Executive Conference Room**
2. **Call To Order and Pledge of Allegiance**
3. **First Public Comment Session**

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

3.1 North Hampton School Pie-Heads- Bat House Discussion

4. **Consent Calendar**

- 4.1 Payroll Manifest of December 1, 2016 in the amount of \$99,839.26
- 4.2 Payroll Manifest of December 8, 2016 in the amount of \$207,874.08
- 4.3 Accounts Payable Manifest of December 1, 2016 in the amount of \$2,272,952.51
- 4.4 Abatement Application
- 4.5 Veteran Tax Credit Application
- 4.6 Elderly & Disabled Deferral Application
- 4.7 Town Clerk/Tax Collector Contract for Impending Lien Notices

5. Correspondence

4.1 Correspondence from Comcast

6. Committee Updates

7. Public Hearing Pursuant to RSA Chapter 31:95-b:

7.1 To consider the acceptance of real property as a gift, located at 20 Chapel Road, Tax Map 005, Lot 032

8. Report of the Town Administrator

8.1 General Report

9. New Business

9.1 Coakley Update;

9.2 Discussion of Proposed Operating Budget

9.3 Discussion of Proposed Warrant

9.3.1 Discussion with North Hampton Library Trustees

10. Minutes of Prior Meetings

10.1 Minutes of November 28, 2016

11. Any Other Item that may legally come before the Board

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

12. Second Public Comment Session

See Item 2, above.

13. Adjournment

TOWN ADMINISTRATOR
PAUL APPLE

PAPPLE@NORTHHAMPTON-NH.GOV



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

C O N S E N T C A L E N D A R

TO: SELECT BOARD
FROM: PAUL APPLE, TOWN ADMINISTRATOR
SUBJECT: CONSENT CALENDAR FOR SELECT BOARD MEETING 12/12/2016
DATE: 12/09/2016

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

Consent Calendar

- 4.1 Payroll Manifest of December 1, 2016 in the amount of \$99,839.26
- 4.2 Payroll Manifest of December 8, 2016 in the amount of \$207,874.08
- 4.3 Accounts Payable Manifest of December 1, 2016 in the amount of \$2,272,952.51
- 4.4 Abatement Application
- 4.5 Veteran Tax Credit Application
- 4.6 Elderly & Disabled Deferral Application
- 4.7 Town Clerk/Tax Collector Contract for Impending Lien Notices

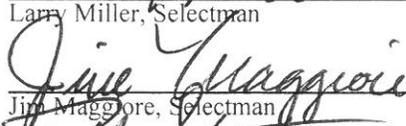
TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Report # 32663

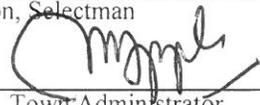
Include Authorization Codes: Yes
 Batch: 16914
 Check Dates: (Earliest) - (Latest)
 Cash Account Number:
 Minimum Check Amount: \$0.00
 Sorted By: Check Number

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
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 Larry Miller, Selectman


 Jim Maggione, Selectman


 Rick Stanton, Selectman


 Paul Apple, Town Administrator

	12/01/2016	EFTPS	FEDERAL TAX PAYMENTS		16,234.87	16,234.87	0.00	0.00	
218488	12/01/2016	2008	PETER FRANCIS	1	1,601.90	1,131.00	308.37	822.63	
218489	12/01/2016	9722	FRANCIS P. CULLEN	1	127.68	117.91	0.00	117.91	
218490	12/01/2016	9703	ANTHONY J. JANVRIN	1	97.76	84.83	0.00	84.83	
218491	12/01/2016	9724	NICHOLAS E. JANVRIN	1	97.76	90.28	0.00	90.28	
218492	12/01/2016	9488	RICHARD C. JANVRIN	1	193.80	176.03	0.00	176.03	
218493	12/01/2016	9647	JOHN SAVASTANO	1	3,195.84	2,589.38	0.00	2,589.38	
218494	12/01/2016	9691	GLEN S. BOSWORTH	1	302.82	269.28	269.28	0.00	
218495	12/01/2016	9663	KEVIN C. KELLEY	1	1,221.16	818.46	818.46	0.00	
218496	12/01/2016	9655	COLIN J. CHEVALIER	1	1,311.43	957.44	957.44	0.00	
218497	12/01/2016	9715	COREY A. GREANEY	1	1,123.88	761.57	761.57	0.00	
218498	12/01/2016	9729	ZACHARY A. GREENBAUM	1	1,065.00	752.29	752.29	0.00	
218499	12/01/2016	9409	STEPHEN S. HENRY	1	2,423.45	1,735.95	1,735.95	0.00	
218500	12/01/2016	2019	JASON M. LAJOIE	1	1,534.62	1,139.79	1,139.79	0.00	
218501	12/01/2016	9721	ADAM J. MILLS	1	1,371.70	976.96	976.96	0.00	
218502	12/01/2016	9701	MICHAEL W. MORIN	1	1,311.43	902.35	902.35	0.00	
218503	12/01/2016	9481	JEREMY J. PARENT	1	1,855.18	1,166.07	1,166.07	0.00	
218504	12/01/2016	9621	ANGELO C. PUGLISI	1	2,027.26	1,094.70	1,094.70	0.00	
218505	12/01/2016	9557	LEE WILLIAM TABER	1	1,286.41	763.10	763.10	0.00	
218506	12/01/2016	9422	MARTIN B. TAVITIAN	1	1,681.90	1,002.03	1,002.03	0.00	
218507	12/01/2016	9083	MICHAEL J. TULLY	1	2,128.18	1,224.37	1,224.37	0.00	
218508	12/01/2016	9687	RYAN A. CORNWELL	1	1,430.31	983.80	983.80	0.00	
218509	12/01/2016	9515	BARBARA J. DEWING	1	549.25	507.24	507.24	0.00	
218510	12/01/2016	9702	ANNE M. KENNY	1	255.75	234.84	234.84	0.00	
218511	12/01/2016	9283	JEFFREY P. BARNES	1	1,020.00	718.03	718.03	0.00	
218512	12/01/2016	9649	SCOTT BUCHANAN	1	760.00	545.39	545.39	0.00	
218513	12/01/2016	9401	JON E. HOXIE	1	884.95	609.64	609.64	0.00	
218514	12/01/2016	9554	JOHN HUBBARD	1	1,573.85	1,056.95	1,056.95	0.00	
218515	12/01/2016	9259	WILLIAM L. ADAMS III	1	3,601.08	2,304.38	2,304.38	0.00	
218516	12/01/2016	9718	TIMON A. AIKAWA	1	2,395.95	1,610.71	1,610.71	0.00	
218517	12/01/2016	9479	STEVEN J. JANVRIN	1	1,534.50	1,166.13	1,166.13	0.00	
218518	12/01/2016	9634	ASA D. JOHNSON	1	3,577.64	2,346.31	2,346.31	0.00	
218519	12/01/2016	9263	MICHAEL E. MADDOCKS	1	1,715.27	1,115.36	1,115.36	0.00	
218520	12/01/2016	9699	JAMES D. MASCIOLI	1	3,195.97	2,252.80	2,252.80	0.00	
218521	12/01/2016	9314	JESSICA L. MIEHLE	1	5,904.81	4,920.73	4,920.73	0.00	
218522	12/01/2016	9727	CHRISTOPHER R. POPPALARD	1	2,085.44	1,471.00	1,471.00	0.00	

TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Report # 32663

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
218523	12/01/2016	9725	JOSHUA N. PRECOURT	1	1,635.77	1,130.48	1,130.48	0.00	
218524	12/01/2016	9332	JAMES M. RUSSELL	1	4,463.17	3,667.80	3,667.80	0.00	
218525	12/01/2016	9264	JOSHUA E. STOKEL	1	4,623.55	3,433.87	3,433.87	0.00	
218526	12/01/2016	9710	PAUL J. YANAKOPULOS	1	3,110.98	1,918.11	1,918.11	0.00	
218527	12/01/2016	9712	JOEL F. HURVITZ	1	44.00	40.56	40.56	0.00	
218528	12/01/2016	9656	JAMES M. O'HARA	1	887.35	627.04	627.04	0.00	
218529	12/01/2016	9230	STEVEN BUCHANAN	1	460.28	371.44	371.44	0.00	
218530	12/01/2016	9728	PATRICIA M. BOOKER	1	80.50	74.34	74.34	0.00	
218531	12/01/2016	9129	SUSAN M. BUCHANAN	1	1,090.90	770.61	770.61	0.00	
218532	12/01/2016	9482	GEORGIA A. DOUGHERTY	1	133.15	121.76	121.76	0.00	
218533	12/01/2016	9668	PAUL L. APPLE	1	1,905.48	1,387.26	1,387.26	0.00	
218534	12/01/2016	9726	MASON E. CACERES	1	70.00	64.64	64.64	0.00	
218535	12/01/2016	9004	JANET L. FACELLA	1	1,172.45	817.18	817.18	0.00	
218536	12/01/2016	9719	RICHARD M. MILNER	1	6,028.85	4,056.95	4,056.95	0.00	
218537	12/01/2016	LGC	Healthtrust		221.14	221.14	0.00	221.14	
218538	12/01/2016	457B	MID ATLANTIC CAPITAL CORP		1,232.89	1,232.89	0.00	1,232.89	
					99,839.26	75,768.04	54,198.08	5,335.09	

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	6	3,881.06
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	43	53,889.71
	ACH Employee Credits	44	54,198.08
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	2	1,454.03
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH VendorDebits (Voids)	0	0.00
Taxes	EFTPS Payment - Debit	1	16,234.87

TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Report # 32687

Include Authorization Codes: Yes
Batch: 16922
Check Dates: (Earliest) - (Latest)
Cash Account Number:
Minimum Check Amount: \$0.00
Sorted By: Check Number

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
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Larry Miller, Selectman

Jim Maggiore, Selectman

Rick Stanton, Selectman

Paul Apple, Town Administrator

	12/08/2016	EFTPS	FEDERAL TAX PAYMENTS		13,870.56	13,870.56	0.00	0.00	
	12/08/2016	MASWT	MASSACHUSETTS DEPARTM		560.90	560.90	0.00	0.00	
218539	12/08/2016	9528	BRIAN CHEVALIER	1	720.00	572.33	0.00	572.33	
218540	12/08/2016	9527	KENDALL CHEVALIER	1	272.00	215.44	0.00	215.44	
218541	12/08/2016	9530	EDWARD DAVIS	1	112.00	103.44	0.00	103.44	
218542	12/08/2016	9596	ERIC J. CLOUTHIER	1	652.50	520.11	0.00	520.11	
218543	12/08/2016	2008	PETER FRANCIS	1	2,965.60	2,037.01	308.37	1,728.64	
218544	12/08/2016	2008	PETER FRANCIS	2	440.00	378.78	0.00	378.78	
218545	12/08/2016	9722	FRANCIS P. CULLEN	1	133.76	123.53	0.00	123.53	
218546	12/08/2016	9703	ANTHONY J. JANVRIN	1	97.76	84.83	0.00	84.83	
218547	12/08/2016	9724	NICHOLAS E. JANVRIN	1	97.76	90.28	0.00	90.28	
218548	12/08/2016	9488	RICHARD C. JANVRIN	1	258.40	229.23	0.00	229.23	
218549	12/08/2016	9691	GLEN S. BOSWORTH	1	432.60	373.39	373.39	0.00	
218550	12/08/2016	9663	KEVIN C. KELLEY	1	1,221.16	818.46	818.46	0.00	
218551	12/08/2016	9655	COLIN J. CHEVALIER	1	2,311.23	1,617.22	1,617.22	0.00	
218552	12/08/2016	9715	COREY A. GREANEY	1	2,078.97	1,379.51	1,379.51	0.00	
218553	12/08/2016	9729	ZACHARY A. GREENBAUM	1	1,102.50	778.26	778.26	0.00	
218554	12/08/2016	9409	STEPHEN S. HENRY	1	2,489.13	1,778.44	1,778.44	0.00	
218555	12/08/2016	5855	JAMES M. JURTA	1	6,022.14	4,403.35	4,403.35	0.00	
218556	12/08/2016	2019	JASON M. LAJOIE	1	1,534.62	1,139.79	1,139.79	0.00	
218557	12/08/2016	9721	ADAM J. MILLS	1	1,618.82	1,136.85	1,136.85	0.00	
218558	12/08/2016	9701	MICHAEL W. MORIN	1	2,547.84	1,674.65	1,674.65	0.00	
218559	12/08/2016	9481	JEREMY J. PARENT	1	3,289.28	2,033.01	2,033.01	0.00	
218560	12/08/2016	9621	ANGELO C. PUGLISI	1	2,975.27	1,591.50	1,591.50	0.00	
218561	12/08/2016	9557	LEE WILLIAM TABER	1	2,131.34	1,278.08	1,278.08	0.00	
218562	12/08/2016	9422	MARTIN B. TAVITIAN	1	2,327.72	1,421.94	1,421.94	0.00	
218563	12/08/2016	9083	MICHAEL J. TULLY	1	2,128.18	1,224.37	1,224.37	0.00	
218564	12/08/2016	9687	RYAN A. CORNWELL	1	1,430.31	983.80	983.80	0.00	
218565	12/08/2016	9702	ANNE M. KENNY	1	419.43	369.64	369.64	0.00	
218566	12/08/2016	9283	JEFFREY P. BARNES	1	1,020.00	718.03	718.03	0.00	
218567	12/08/2016	9649	SCOTT BUCHANAN	1	760.00	545.39	545.39	0.00	
218568	12/08/2016	9401	JON E. HOXIE	1	884.95	609.64	609.64	0.00	
218569	12/08/2016	9554	JOHN HUBBARD	1	1,573.85	1,056.95	1,056.95	0.00	
218570	12/08/2016	9259	WILLIAM L. ADAMS III	1	1,394.21	922.14	922.14	0.00	
218571	12/08/2016	9718	TIMON A. AIKAWA	1	923.09	663.58	663.58	0.00	
218572	12/08/2016	9479	STEVEN J. JANVRIN	1	1,534.50	1,166.13	1,166.13	0.00	

TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Report # 32687

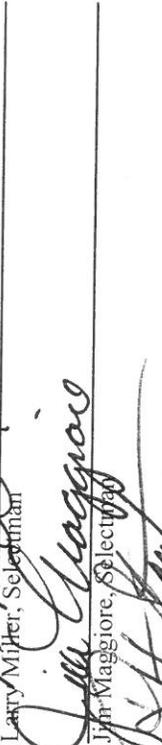
Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void	
218573	12/08/2016	9634	ASA D. JOHNSON	1	1,477.82	1,024.26	1,024.26	0.00		
218574	12/08/2016	9263	MICHAEL E. MADDOCKS	1	1,715.27	1,115.36	1,115.36	0.00		
218575	12/08/2016	9699	JAMES D. MASCIOLI	1	1,496.90	1,029.74	1,029.74	0.00		
218576	12/08/2016	9314	JESSICA L. MIEHLE	1	904.81	644.39	644.39	0.00		
218577	12/08/2016	9727	CHRISTOPHER R. POPPALARD	1	1,096.16	812.59	812.59	0.00		
218578	12/08/2016	9725	JOSHUA N. PRECOURT	1	38.47	36.03	36.03	0.00		
218579	12/08/2016	9332	JAMES M. RUSSELL	1	2,388.90	1,510.25	1,510.25	0.00		
218580	12/08/2016	9264	JOSHUA E. STOKEL	1	1,442.85	1,050.40	1,050.40	0.00		
218581	12/08/2016	9710	PAUL J. YANAKOPULOS	1	1,719.28	1,198.21	1,198.21	0.00		
218582	12/08/2016	9712	JOEL F. HURVITZ	1	108.00	93.26	93.26	0.00		
218583	12/08/2016	9656	JAMES M. O'HARA	1	887.35	627.04	627.04	0.00		
218584	12/08/2016	9230	STEVEN BUCHANAN	1	379.53	308.98	308.98	0.00		
218585	12/08/2016	9728	PATRICIA M. BOOKER	1	169.63	156.65	156.65	0.00		
218586	12/08/2016	9129	SUSAN M. BUCHANAN	1	1,090.90	770.61	770.61	0.00		
218587	12/08/2016	9482	GEORGIA A. DOUGHERTY	1	304.95	262.97	262.97	0.00		
218588	12/08/2016	9668	PAUL L. APPLE	1	1,905.48	1,387.26	1,387.26	0.00		
218589	12/08/2016	9726	MASON E. CACERES	1	70.00	64.64	64.64	0.00		
218590	12/08/2016	9004	JANET L. FACELLA	1	1,318.15	907.67	907.67	0.00		
218591	12/08/2016	9719	RICHARD M. MILNER	1	1,028.85	777.10	777.10	0.00		
218592	12/08/2016	AFLAC-NON	AFLAC NON FIRE DEPT		231.76	231.76	0.00	231.76		
218593	12/08/2016	LGC	Healthtrust		56,701.48	56,701.48	0.00	56,701.48		
218594	12/08/2016	457B	MID ATLANTIC CAPITAL CORP		1,601.55	1,601.55	0.00	1,601.55		
218595	12/08/2016	PD DUES-1	NEW ENGLAND PBA, INC.		377.00	377.00	0.00	377.00		
218596	12/08/2016	NHRS	NEW HAMPSHIRE RETIREME		64,058.43	64,058.43	0.00	64,058.43		
218597	12/08/2016	FD DUES	NORTH HAMPTON PROFESSI		325.65	325.65	0.00	325.65		
218598	12/08/2016	AFLAC	NORTH HAMPTON PROFESSI		702.53	702.53	0.00	702.53		
					207,874.08	186,246.37	43,769.90	128,045.01		

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	10	4,046.61
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	43	43,461.53
	ACH Employee Credits	44	43,769.90
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	7	123,998.40
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH VendorDebits (Voids)	0	0.00
Taxes	EFTPS Payment - Debit	2	14,431.46

TOWN OF NORTH HAMPTON ACCOUNTS PAYABLE MANIFEST

Report # 32668

Check Batch: 16916
 Check Header: (N / A)
 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
 Cash Account Numbers: (First) - (Last)
 Bank Account Code: (N/A)
 Check Authorization Code: AP
 Minimum Check Amount: \$0.00
 Sorted By:
 Include Payable Information: No
 Include Payable Dist Information: No
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
				 Larry Miller, Selectman		
				 Jim Maggiore, Selectman		
				 Rick Stratton, Selectman		
				 Paul Apple, Town Administrator		
16916	31815	12/01/2016	4158	APPLE, PAUL	0.00	75.00
	31816	12/01/2016	2905	APPLIED MAINTENANCE SUPPLIES AND SOLUTION	0.00	425.36
	31817	12/01/2016	89	AQUARION WATER COMPANY	0.00	311.68
	31818	12/01/2016	43	AT & T MOBILITY	0.00	406.36
	31819	12/01/2016	4333	BEDNAREK, LUKE	0.00	921.67
	31820	12/01/2016	2927	BELL & FLYNN, INC.	0.00	107,827.08
	31821	12/01/2016	49	BEN'S UNIFORMS	0.00	278.00
	31822	12/01/2016	1033	BERGERON PROTECTIVE CLOTHING	0.00	379.00
	31823	12/01/2016	4538	BOSWORTH, GLEN	0.00	82.07
	31824	12/01/2016	1319	CENTER FOR OCCUPATIONAL HEALTH	0.00	57.00
	31825	12/01/2016	196	CHAPPELL TRACTOR	0.00	1,756.46

TOWN OF NORTH HAMPTON ACCOUNTS PAYABLE MANIFEST

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	31826	12/01/2016	1209	COMCAST	0.00	302.82
	31827	12/01/2016	941	CONWAY OFFICE SOLUTIONS	0.00	593.95
	31828	12/01/2016	4280	CORNWELL, RYAN	0.00	75.00
	31829	12/01/2016	4435	D & D TRUCK AND SMALL ENGINE REPAIR	0.00	541.61
	31830	12/01/2016	2657	DAVE'S SEPTIC SERVICE, INC	0.00	160.30
	31831	12/01/2016	4318	DIAMOND PAVING INC.	0.00	5,598.00
	31832	12/01/2016	2317	DONOVAN EQUIPMENT CO INC	0.00	174.88
	31833	12/01/2016	33	EVERSOURCE	0.00	2,322.85
	31834	12/01/2016	2269	FAIRPOINT COMMUNICATIONS, INC.	0.00	164.86
	31835	12/01/2016	2161	FASTENER WAREHOUSE	0.00	98.00
	31836	12/01/2016	71	G & K SERVICES	0.00	245.40
	31837	12/01/2016	1132	GROUPS CARE UNLIMITED INC	0.00	375.00
	31838	12/01/2016	29	Health Trust	0.00	7,487.10
	31839	12/01/2016	402	HOWARD P. FAIRFIELD, LLC	0.00	5,240.77
	31840	12/01/2016	2864	HUBBARD, JOHN	0.00	75.00
	31841	12/01/2016	3982	JORDAN AND SONS	0.00	528.00
	31842	12/01/2016	2832	KEACH-NORDSTROM ASSOCIATES, INC.	0.00	797.97
	31843	12/01/2016	4113	KELLEY, KEVIN C.	0.00	65.00
	31844	12/01/2016	4275	KLIDARAS, TROY	0.00	921.67
	31845	12/01/2016	530	LAMPREY ENERGY, INC.	0.00	1,776.00
	31846	12/01/2016	209	LHS ASSOCIATES, INC.	0.00	758.00
	31847	12/01/2016	3981	MB TRACTOR AND EQUIPMENT	0.00	39.41
	31848	12/01/2016	883	MIEHLE, JESSICA	0.00	159.11
	31849	12/01/2016	2980	MOORE, BEVERLY	0.00	277.50
	31850	12/01/2016	59	NEPTUNE, INC.	0.00	63.95
	31851	12/01/2016	4078	NH MUNICIPAL ASSOCIATION, Inc.	0.00	5,844.00
	31852	12/01/2016	12	NORTH HAMPTON PUBLIC LIBRARY	0.00	32,343.33
	31853	12/01/2016	14	NORTH HAMPTON SCHOOL DISTRICT	0.00	689,349.83
	31854	12/01/2016	4091	O'HARA, JAMES	0.00	50.00
	31855	12/01/2016	138	PIKE INDUSTRIES, INC	0.00	3,048.72
	31856	12/01/2016	1258	PORTSMOUTH COMPUTER GROUP	0.00	2,732.00
	31857	12/01/2016	130	PURCHASE POWER	0.00	558.99
	31858	12/01/2016	119	ROCKINGHAM COUNTY	0.00	4.47
	31859	12/01/2016	263	ROCKINGHAM COUNTY TREASURER	0.00	1,132,564.00
	31860	12/01/2016	1428	ROUTE 1 SELF STORAGE	0.00	180.00
	31861	12/01/2016	2742	SAVASTANO, JOHN P.	0.00	458.26
	31862	12/01/2016	260	SIMPLEXGRINNELL	0.00	817.07

TOWN OF NORTH HAMPTON ACCOUNTS PAYABLE MANIFEST

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	31863	12/01/2016	2875	SPORTS- PROMOTIONAL OUTPOST	0.00	48.00
	31864	12/01/2016	3146	STRATER, DANIELLE	0.00	30.75
	31865	12/01/2016	335	SULLIVAN TIRE INC	0.00	785.99
	31866	12/01/2016	4562	TODARO, LISA	0.00	30.75
	31867	12/01/2016	4271	TOSHIBA FINANCIAL SERVICES	0.00	312.26
	31868	12/01/2016	2141	TULLY, MICHAEL	0.00	75.00
	31869	12/01/2016	2886	UNITIL	0.00	186.17
	31870	12/01/2016	4511	VIRESCENT INTL INC.	0.00	1,998.50
	31871	12/01/2016	1232	VIRTUAL TOWN HALL HOLDINGS, LLC	0.00	3,000.00
	31872	12/01/2016	1306	W.B. MASON	0.00	526.86
	31873	12/01/2016	91	WASTE MANAGEMENT	0.00	5,730.73
	31874	12/01/2016	93	WINNACUNNET COOP SCHOOL DISTRICT	0.00	250,000.00
	31875	12/01/2016	4327	XEROX BUSINESS SERVICES LLC	0.00	915.00
Totals:					0.00	\$2,272,952.51

61 Checks Listed.

Contract with Independent Contractor with Confidentiality Agreement

Independent Contractor agreement made on _____ (date), between Sanders Searches, LLC of P. O. Box 373, Newmarket, NH 03857, referred to herein as Contractor, and Town of North Hampton (Municipality), an incorporated city, town or unincorporated location organized and existing under the laws of the State of New Hampshire, with its principal office located at 237 Atlantic Ave., North Hampton, Rockingham County, NH 03862 (street address, city, county, state, zip code), referred to herein as Municipality.

Whereas, Municipality operates at the address set forth above, and Municipality desires to have the following services performed in order to comply with New Hampshire Chapter 80 laws relative to identifying mortgagees for the purpose of notification of liens and or impending deeding to said Municipality and

Whereas, Contractor agrees to perform these services for Municipality under the terms and conditions set forth in this Contract.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Work

The work to be performed by Contractor includes all services generally performed by Contractor in Contractor's usual line of business, including, but not limited to, the following: searches, by property owner, of indices of the County Registry of Deeds. Municipality shall provide the list of properties to be searched within seven (7) days of the execution of new liens or ninety (90) days prior to the impending deed date (at least 60 days prior to notice mailing date) regarding any properties eligible for tax deeding. Contractor shall provide a written report to Municipality as soon as possible so that the deadlines for notification can be met.

2. Payment

Municipality will pay Contractor for the work to be performed under this contract as specified below. Payment is expected to be made to the Contractor at the completion of the work described in item 1 above. Municipality will be billed for actual searches conducted up to the projected number listed below. In the event of a significant overage Contractor will contact Municipality to discuss an amendment to the Contract Cap to reach a mutually agreeable compensation. A significant overage would be defined as an increase of 5% or more in the number of searches as listed below.

Per Parcel Search Rate:	\$11.20
Projected Number of Searches:	63
Contract Cap:	\$705.60
Level of Service:	Notices Included
Updates of searches more than 30 days old are billed at \$5.00 per parcel.	

3. Relationship of Parties

The parties intend that an independent contractor-Municipality relationship will be created by this Contract. Municipality is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Municipality for any purpose. Municipality is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes Contractor, and the employees of Contractor are not entitled to any of the benefits that Municipality provides for

Municipality's employees. It is understood that *Contractor* is free to contract for similar services to be performed for other *Municipalities* while under contract with *Municipality*.

4. Employees of Contractor

Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the *Contractor* and his employees, servants and agents, if any.

5. Liability

Contractor will carry, for the duration of this Contract, errors and omissions insurance and proof of same shall be provided to the *Municipality* upon request. *Contractor* agrees to indemnify, defend and hold harmless *Municipality* for any and all liability or loss arising in any way out of the performance of this Contract.

6. Duration

Either party may cancel this Contract on 14 days' written notice; otherwise, the Contract shall remain in force for a term of 1 year from date of signing from the date hereof. Said notice shall be delivered in-person or by certified, return-receipt mail through the United States Postal Service. Provided, however, that if the *Municipality* has provided *Contractor* with a list of property searched to be performed in accordance with this Contract prior to the issuance of any notice of cancellation, the *Contractor* shall complete the searches and provide to the *Municipality* the report thereon and the *Municipality* shall pay *Contractor* therefore.

7. Confidentiality

Contractor agrees that: (a) all knowledge and information that *Contractor* may receive from *Municipality* or from its employees or other *Contractors* of *Municipality*, or by virtue of the performance of services under and pursuant to this Agreement, relating to the identification of mortgagees related to lien properties such as property owner information belong to *Municipality* or to those with whom *Municipality* has contracted regarding such information; and (b) all information provided by *Contractor* to *Municipality* in reports of work done, together with any other information acquired by or as direct result of employment as a *Contractor* by *Municipality* and during the term of such employment, shall be regarded by *Contractor* as strictly confidential and held by *Contractor* in confidence, and solely for *Municipality's* benefit and use, and shall not be used by *Contractor* or directly or indirectly disclosed by *Contractor* to any person whatsoever except to *Municipality* or with *Municipality's* prior written permission. Any information considered to be public, such as the recording of executed liens at the County Registry of Deeds, shall be exempt from this clause.

8. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said

dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular **includes plural and masculine** includes feminine.

WITNESS our signatures as of the _____ of _____, 20____.

North Hampton
(Name of Municipality)

Sanders Searches, LLC
Jane Sanders
Jane Sanders, Member//Manager

*By: _____
(Printed name & Office in Municipality)

(Signature of Officer)

By: _____
(Signature of Officer & Office)

*Town/City Manager, Chair of Select Board, or other authorized officer

City or Town of North Hampton LIEN/DEED TRACKING

Use this form to set dates for ONE year at a time

LEVY YEAR 2016 Lien
2014 Deed

2016 POZ due 12/16/16

Month/Day/Year

Delinquency Notices Deadline - by first class mail <u>Barrington</u> (due date plus 90 days)	2/17/17
Impending Lien Notice to Owners - by certified mail at least 32 days before Lien Execution	3/17/17
Lien Execution Date	4/21/17
Deadline for Mailing Mortgagee Notices (Lien Date Plus 45 days)	6/5/17
Deeding Date FOR THIS LEVY (minimum of two years plus one day from lien execution date)	²⁰¹⁴ 4/28/17
Deeding List to Researcher (if outsourced) minimum 60 days before deeding date.	2/24/17
Impending Deed notice mailing date - by certified mail at least 32 days before the Deeding Date	3/24/17

Notes: Deeding Levy 2014 - was due 12/19/14
lien date for 2014 - Ex on 4/24/14

If you use an outside vendor to conduct your mortgagee searches, please share a copy of this form with that party once your dates have been set. This form is similar to the Administrative Checklist for Tax Deeding found in the Tax Collectors' Policy & Procedure Manual



November 30, 2016

Board of Selectmen
Town of North Hampton
233 Atlantic Avenue
North Hampton, NH 03862

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you informed, we want to let you know that Comcast's right to continue carrying:

- Fox College Sports Atlantic;
- Fox College Sports Central; and
- Fox College Sports Pacific

(collectively referred to as "Fox College Sports") will expire on December 31, 2016. At that time, we lose authorization to continue carrying Fox College Sports signals, so we must remove the programming from our lineup on January 1, 2017.

We are committed to keeping you and our customers abreast of the expiration of upcoming programming agreements. We regularly inform our customers in their bills, and our customers and franchising authorities in our annual notices, that we maintain a website (www.xfinitytv.com/contractrenewals) and toll free number ((866) 216-8634) that are updated regularly to reflect the programming contracts that are set to expire each month and the channels we might lose the rights to continue to carry.

Sincerely,

A handwritten signature in cursive script that reads "Timothy Murnane".

Timothy Murnane, Vice President
Government & Regulatory Affairs
Greater Boston Region

Brewster Real Estate Investments, LLC

11 Lafayette Road, P.O. Box 1297, North Hampton, NH 03862

November 8, 2016

Mr. Paul Apple
Town Administrator
Town of North Hampton
233 Atlantic Avenue
North Hampton, NH 03862-2352

Re: Land Donation – 20 Chapel Road, Map 5, Lot 32

Dear Paul,

Thank you for taking the time to talk with me today. You were very helpful in guiding me through the basics of donating land to the Town.

As we discussed, the parcel of land that is involved is located on Chapel Road and would be a public benefit to the Town as it is located in the Aquifer Protection District. The parcel is shown on the North Hampton Tax Assessors Map 5, Lot 32, consisting of 2.69 acres of land. For personal tax reasons, it would be my intention to complete this donation before the end of this year.

I will be in Philadelphia the night of the November 14th Selectmen Meeting and would appreciate if you could present this on my behalf as we discussed. If this land donation is acceptable to the Town, I will immediately move forward with the formal appraisal of value so we can complete this transfer.

I have attached a copy of a portion of the Tax Map with this parcel of land highlighted, along with a copy of the current Deed. This property is owned under the entity Brewster Real Estate Investments, LLC., which is an LLC solely owned by Michael & Karyn Green.

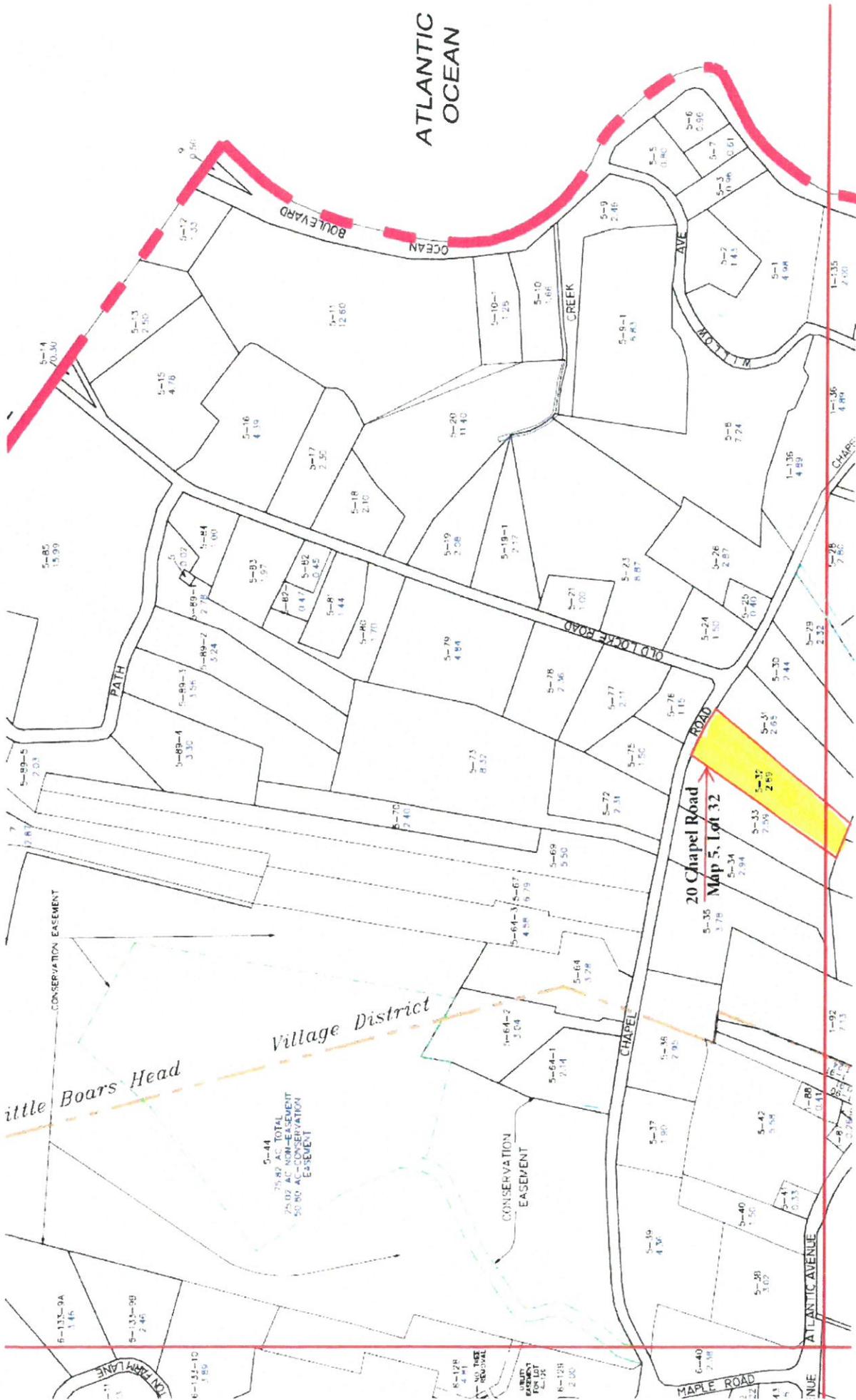
Should you need additional information or if I can answer any questions, please email or call me at 603.765.6515. Thank you again for all your assistance.

Best Regards,



Michael Green
Managing Partner
Brewster Real Estate Investment, LLC
Cell: 603.765.6515
Email: mpg114@gmail.com

ATLANTIC OCEAN



20 Chapel Road
Map 5, Lot 32

Little Boars Head

Village District

5-44 TOTAL HEIGHT
75.89 AC
50.80 AC CONSERVATION
EASEMENT

CONSERVATION
EASEMENT

CONSERVATION EASEMENT

LIBERTY PROPERTY
REMOVAL
E.L. 15

MAPLE ROAD

ATLANTIC AVENUE

OCEAN BOULEVARD

OLD LOOK ROAD

CHAPEL ROAD

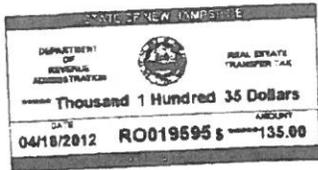
CREEK

WILKINSON AVE

DRY BRANCH LANE

CRANES

018577



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That I, **ERIC RICHARD COSMAN**, of 872 Concord Avenue, Belmont, MA 02178 for consideration paid, grant to **BREWSTER REAL ESTATE INVESTMENTS, LLC**, a New Hampshire Limited Liability Company of 11 Lafayette Road, North Hampton, NH 03862 with **WARRANTY COVENANTS**, the following described premises:

A certain lot of land situated on the southerly or southwesterly side of Chapel Road in Little Boar's Head District in the Town of North Hampton, Rockingham County, State of New Hampshire, viz:

"Lot IV" of approximately 2.69 acres of land as shown on a certain plan traced by Raymond O. Hobbs under date of September 20, 1955, from the 1953 Revised Map of North Hampton, of which plan a photostatic copy is recorded on Page 392 of Book 1376 of the Rockingham County Registry of Deeds (following the deed of Alice C. G. Hobson to Helen W. Griffith, dated October 29, 1955, and recorded on November 16, 1955, in said Registry); said "Lot IV" being bounded and described as follows:

NORTHEASTERLY on Chapel Road 203.75 feet;

SOUTHEASTERLY by "Lot III" on said plan (being land formerly of John W. Gallagher and Bernice F. Gallagher) 690 feet, more or less;

SOUTHWESTERLY by land formerly of Helen W. Griffith, but now of John J. Lincoln, Jr., and Jean Gregg Lincoln, 140.3 feet, more or less.

NORTHWESTERLY by "Lot V" on said plan, being land formerly of Richard Fowler, but now of Richard A. Harris, 687 feet, more or less.

The corners of said "Lot IV" being marked by iron pipes in the ground.

Said "Lot IV" is conveyed subject to and with the benefit of the natural rights of drainage in the brook that crosses it, and subject to and with the benefit of the following

2012 APR 18 AM 10:56

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

restrictions imposed on Lots I to IV inclusive of said plan for the benefit of other land formerly of said Alice C. G. Hobson in said North Hampton and as shown on said plan, viz:

Only one house limited to single-family residential use, with its accessory buildings, shall be erected on the front half of each of said lots (nearest Chapel Road), and only one other such house, with accessory buildings, shall be erected on the rear half of each of said lots.

Subject also to Zoning and other applicable municipal ordinances.

Meaning and intending to convey the same premises conveyed to the said Eric Richard Cosman by Charles L. Thayer and Elizabeth W. Thayer by deed dated July 19, 1966 and recorded in the Rockingham County Registry of Deeds at Book 1829, Page 367.

Said premises are raw land and as such are not subject to homestead rights.

Witness my hand this 2nd day of April, 2010.

Michael Arnold
Witness

Eric R. Cosman
Eric Richard Cosman

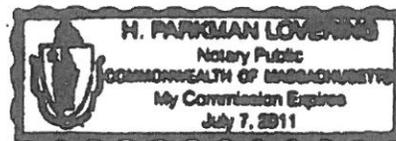
STATE OF Massachusetts
COUNTY OF Middlesex

April 2nd, 2010

Personally appeared the above-named Eric Richard Cosman, known to me or satisfactorily proven to be the within named, and acknowledged the foregoing instrument for the purposes herein contained as his free act and deed.

Before me,

H. Parkman Lovering
Notary Public
My Commission Expires:



Town of North Hampton, New Hampshire

Printed on 11/09/2016

Displaying results for Invoice: 2016P02004207.
Data last updated on Nov 8 2016.
Due amounts reflect interest as of 11/9/2016.

Invoice Number: 2016P02004207

[Print Now](#)

Owner BREWSTER REAL ESTATE INVEST. I
Owner 2
Location 20 CHAPEL RD
Type Property Tax
Billed Date 12/16/2016
Map - Lot - Sub 000005000032000000
Acres 2.69

Due Date 12/16/2016
Bill Amount \$3,042.00
Principal \$3,042.00
Interest \$0.00
Penalties \$0.00
Total Due \$3,042.00

Transaction Detail

[Close](#)

Article XVIII revised – TOWN BUILDING MAINTENANCE CAPITAL RESERVE FUND

To see if the Town of North Hampton will vote to raise by taxation and appropriate the sum of one hundred twenty five thousand dollars (\$140,000) to be placed in the Town Building Maintenance Capital Reserve Fund (Capital Reserve #1). The purpose of this fund is to perform repairs that exceed capital budget amounts, other improvement projects and regular maintenance of the various Town owned buildings. Of this amount approximately seventy five thousand dollars (\$54,000) will be dedicated to making the Library compliant with the Americans for Disability Act (ADA). Majority ballot vote required.

Recommended by the Select Board, votes in favor and votes against.
Recommended by the Budget Committee, votes in favor and votes against.

Article XXII – AMENDMENTS TO AUTHORIZING LEGISLATION – ACCRUED BENEFITS LIABILITY EXPENDABLE TRUST FUND

Shall the Select Board be named as Authorized Agents for the Accrued Benefits Liability Expendable Trust Fund? When established the purpose of this fund was to set aside funds for paying accrued benefits to employees when they retired or were no longer employed. Normally, when a fund is established the authorized agent to disperse such funds is designated in the authorizing warrant article. Currently there is no authorized agent by Town warrant for this fund. Over the years it has just been assumed that spending from these funds was authorized by and required Select Board Approval. This warrant article corrects that deficiency.

There will be no impact on the tax rate. Majority ballot vote required.

Recommended by the Select Board, votes in favor and votes against.
Recommended by the Budget Committee, votes in favor and votes against.

Article XXIII – AMENDMENTS TO AUTHORIZING LEGISLATION – ROAD RECLAMATION FUND

Shall the Select Board be named as Authorized Agents for the Road Reclamation Fund? When established this fund was established to act as a shock absorber for Normally, when a fund is established the authorized agent to disperse such funds is designated in the authorizing warrant article. Currently there is no authorized agent by Town warrant for this fund. Over the years it has just been assumed that spending from these funds was authorized by and required Select Board Approval. This warrant article corrects that deficiency.

There will be no impact on the tax rate. Majority ballot vote required.

Recommended by the Select Board, votes in favor and votes against.
Recommended by the Budget Committee, votes in favor and votes against.

Article XXIV – AMENDMENTS TO AUTHORIZING LEGISLATION – MUNICIPAL TRANSPORTATION IMPROVEMENTS FUND

Shall the Select Board be named as Authorized Agents for the Municipal Transportation Improvements Fund? This fund was established to retain that portion of the excise tax collections permitted by statute to help with road maintenance costs. Normally, when a fund is established the authorized agent to disperse such funds is designated in the authorizing warrant article. Currently there is no authorized agent by Town warrant for this fund. Over the years it has just been assumed that spending from these funds was authorized by and required Select Board Approval. This warrant article corrects that deficiency.

There will be no impact on the tax rate.Majority ballot vote required.

Recommended by the Select Board, votes in favor and votes against.

Recommended by the Budget Committee, votes in favor and votes against.

Article XX -revised – CONTRIBUTION TO THE LIBRARY CAPITAL RESERVE FUND

To see if the Town of North Hampton will vote to raise by taxation and appropriate the sum of one hundred fifty thousand dollars (\$150,000) to be placed in the Library Capital Reserve Fund established in March 2006 for the planning and construction of a library addition or new building? This fund currently has a balance of \$250,000 est.. If appropriated these funds will have a matching amount of \$150,000 from the library's invested funds or from the library trustees fundraising efforts deposited into a separate special account established of that purpose by the Board of Library Trustees. The Library Trustees currently have \$200,000 est. on deposit in that account.

Recommended by the Select Board, votes in favor and votes against.

Recommended by the Budget Committee, votes in favor and votes against.

ARTICLE XXX Shall the Town raise and appropriate by taxation the sum of \$100,025.00 for salary and benefits of an additional patrol officer for the North Hampton Police Department?. This officer's responsibilities would primarily include School Resource Officer (SRO) during the school year and Beach Patrol Officer (BPO) during the summer non-school period; and without limitation to support the mission of the other 12 sworn officers of the North Hampton Police Department. This warrant article does not restrict other officers with helping to perform SRO duties. The salary and benefits consist of \$52,445 for salary, and \$47,580 for wage related costs like health insurance and retirement. This position would be covered under the Collective Bargaining Agreement. Future salary and benefits for this position would be contained in the operating budget.

Majority ballot vote required.

Recommended by the Select Board, votes in favor and votes against.

Recommended by the Budget Committee, votes in favor and votes against.



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE

SELECT BOARD DRAFT MINUTES
NOVEMBER 28, 2016

REGULAR MEETING 7:00PM
NORTH HAMPTON TOWN HALL
231 ATLANTIC AVENUE

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13 **1. Call To Order and Pledge of Allegiance**

14 Chair Maggiore called the meeting to order at 7:00 PM. Those in attendance were Selectman
15 Miller, Selectman Stanton and Town Administrator Apple.

16
17 Chair Maggiore led the Pledge of Allegiance.

18
19 Chief Tully introduced the newest member of North Hampton Fire and Rescue, Zachary
20 Greenbaum.

21
22 The Select Board congratulated and welcomed Mr. Greenbaum to the town.

23
24 **2. First Public Comment Session**

25
26 Public Comment is an opportunity for residents to ask questions, request information and make
27 comments on issues facing the Town. Individuals ordinarily will be given not more than three (3)
28 minutes to speak, and people who have already spoken will be asked to wait until everyone has
29 had the chance to speak once. The total time devoted to this agenda item is fifteen (15) minutes.
30 Individuals who are not able to speak during the First Public Comment Session will be given first
31 opportunity to speak during the Second Public Comment Session at the end of the Meeting.

32
33 Jean Robinson, Pine Road asked the Select Board to consider adding a warrant article for the
34 purchase of a new or used Recreation Van. Mrs. Robinson stated the current van is very
35 cumbersome and difficult to navigate for the older residents. She further stated because of this,
36 several seniors no longer attend the field trips they have.

37
38 The Board suggested that Mrs. Robinson submit a citizen's petition with 25 signatures from
39 current, registered voters in the town.

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3. Consent Calendar

- 3.1 Payroll Manifest of November 17, 2016 in the amount of \$65,041.70
- 3.2 Payroll Manifest of November 24, 2016 in the amount of \$63,763.90
- 3.3 Accounts Payable Manifest of November 17, 2016 in the amount of \$79,024.65
- 3.4 Abatement Application

Chair Maggiore noted there is an addition to the Consent Calendar and Item 3.5 is a Cemetery Deed.

Motion by Selectman Stanton to approve the Consent Calendar as presented. Seconded by Selectman Miller. Motion carries 3-0.

4. Correspondence

- 4.1 Correspondence from Comcast/Xfinity
- 4.2 Correspondence from NHDES re: Luck Enterprises Wells
- 4.3 Correspondence from Brice Shearburn, JDL Castle Corporation
- 4.4 Correspondence from Donald Gould

Chair Maggiore read each letter into the record. A copy of each may be found attached to the minutes or by visiting the town offices.

Chair Maggiore stated the correspondence from JDL Castle was a proposal for an 11,000-sqaure foot fire station only at the same location as the first proposal.

Selectman Stanton stated the price is going up, not down as would be expected with just the fire department.

Michael Castagna attended and was asked to speak to the correspondence from JDL Castle Corporation.

Discussion of the land purchase ensued and Mr. Castagna stated the new purchase price of \$300,000 is still the five acres only, and the current owner wants to put solar arrays on a portion of the remaining 80+/- acres.

The Select Board agreed to notice the December 12 agenda with Brice Shearburn and Michael Castagna on the agenda.

5. Committee Updates

6. Report of the Town Administrator

- 6.1 General Report
- A copy of the Town Administrator's report will be attached to these minutes.

Motion by Selectman Stanton to amend the November 14, 2016 motion that reads:

89 “Motion by Selectman Stanton to authorize Town Administrator Apple to enter into
90 negotiations with the property owner to accept in the name of the town a donation of land at
91 20 Chapel Road, Tax Map 005, Lot 032 with the following conditions:
92

- 93 1. The property owner grant to the town by means of a warranty deed and;
- 94 2. The property owner commission and deliver to the town an appraisal of value in time to
95 notice a proper public hearing prior to December 21, 2016. Seconded by Selectman Miller.
96 Motion carries 3-0.”
97

98 With an amendment to provide an additional 60 days to provide the appraisal to the town
99 and the assessed value will be used on December 12, 2016 for the purpose of a public
100 hearing. Seconded by Selectman Miller. Motion carries 3-0.
101
102

103 7. **New Business**

104 7.1 Coakley Update

105 Chair Maggiore stated an article in last week’s Portsmouth Herald and Hampton Union insinuated
106 the North Hampton Select Board authorized putting in a water line and no such thing was stated.
107 Chair Maggiore further stated that the board did not make any decisions about anything going on
108 whatsoever.
109

110 Motion by Selectman Stanton to set the record straight regarding an article in the
111 Portsmouth Herald and Hampton Union, titled “Board may ask Landfill to pay for Water,”
112 dated November 18, 2016. First: There was no Select Board meeting on Thursday,
113 November 17, 2016 as implied in the article. Talking to two Selectmen in separate
114 conversations does not constitute a meeting, nor a Select Board decision. Second: The
115 Select Board has no intention presently and foreseeable future to ask the Coakley Group for
116 any public water in the Coakley area. Third: The Select Board, at its meeting on
117 November 14, 2016 directed the Town Administrator to attend any future meetings in
118 person or by phone of the Coakley Group. Fourth: That the Town Administrator will
119 direct the UNH Environmental Studies Intern to continue to collect testing data from
120 Aquarion Water, EPA and DES and plot results on the tax map. Finally, the Select Board
121 takes its public health responsibilities seriously and shall remain at the data gathering stage
122 and monitor events until such time as any action, if any, is required. Seconded by Chair
123 Maggiore. Motion carries 3-0.
124

125 Chair Maggiore read a letter received from Donald Gould regarding Coakley. A copy will be
126 attached to these minutes.
127

128 Motion by Selectman Miller to send the following questions to town counsel:
129

- 130 1. Identify members of the Coakley Group, their voting structure and their requirements to
131 meet. Include frequency, location, quorum and necessity to vote in a public or private
132 venue, then contrast this information to historical practice.
133
- 134 2. If Portsmouth, which has represented the Towns so far (check this assertion), does not
135 represent the interests of North Hampton, what actions are possible for North Hampton to
136 represent itself?
137

138 3. The Coakley Site is not in Portsmouth. It is very unlikely the pollution at Coakley will
139 ever threaten any Portsmouth resident. There is no sunset for the responsibility of the
140 towns and companies found responsible (Coakley Group). The expenses of the Coakley
141 Group member towns are funded by taxation. Expenses for remediation must have been
142 anticipated with the establishment of the site. Is Portsmouth in a position of conflict with
143 respect to remediation costs?
144

145 4. Does the Coakley Group have the authority under the participation agreement or any
146 other provision of law to spend money or refuse to spend money for the purpose of
147 remediation at the Coakley Landfill without direction from the EPA?
148

149 5. Is the construction of or provision for public water service to private homes
150 "remediation" under the Coakley Group's participation agreement? What other forms of
151 remediation were specifically anticipated or allowed?
152

153 6. Does the Coakley Group have the authority under the participation agreement to pay for
154 the construction of or provision for public water to private homes?
155

156 **Seconded by Selectman Stanton. Motion carries 3-0.**
157

158 **Motion by Selectman Stanton to direct the Town Attorney, Wadleigh, Starr and Peters, to**
159 **review Coakley Super Fund documents such as the EPA Consent Decree and the Coakley**
160 **Group Participation Agreement (CGPA), and any other documents as will be necessary to**
161 **determine the degree and extent of North Hampton's future financial obligations and limits.**
162 **In addition, Wadleigh, Starr and Peters should determine and advise the Town of the extent**
163 **of the authority of the Executive Committee formed under the Coakley Group Participation**
164 **Agreement to expend any funds for remediation activities beyond those specified by the**
165 **EPA in the Consent Decree; specifically, does the CGPA include authority to provide water**
166 **to any properties absent an EPA order? Unless otherwise agreed to then all documents**
167 **needed by Wadleigh, Starr and Peters will be provided by the Town at the Town expense.**
168 **A meeting with Town Counsel shall be scheduled for early January 2017 to discuss these**
169 **issues. Seconded by Selectman Miller. Motion carries 3-0.**
170

171 **Motion by Selectman Miller to have Town Administrator Apple consolidate the two**
172 **motions into one document to send to Town Counsel. Seconded by Selectman Stanton.**
173 **Motion carries 3-0.**
174

175 Town Administrator Apple discussed the map provided by DES of testing that has been done to
176 date regarding Coakley Landfill. He also read a letter that he asked the board's permission to
177 send to residents regarding wells that surround Coakley.
178

179 Discussion and edits were made to the letter that is to be sent out to approximately 11 residents.
180 Consensus amongst the board to authorize Town Administrator Apple to send the letter out.
181

182 7.2 Discussion of Role of Town Counsel in Pending Cases

183 Selectman Stanton stated he had wanted to discuss this because of the high legal costs that are
184 currently being spent on two cases. He further stated he was assured by Town Administrator
185 Apple and Building Inspector Kelley that it would be detrimental to the cases to change attorneys
186 at this point in time.
187

188 7.3 Budget Discussion

189 Town Administrator Apple stated there is a Budget Committee meeting on December 5,
190 2016 and asked that the full board to attend. A notice will be posted and if any votes or
191 changes need to be made at that time, the board will be able to do so.
192

193 **8. Minutes of Prior Meetings**

194 8.1 Minutes of November 2, 2016
195

196 **Motion by Selectman Miller to approve the minutes of November 2, 2016 as amended.**
197 **Seconded by Selectman Stanton. Motion carries 3-0.**
198

199 8.2 Minutes of November 14, 2016

200 **Motion by Selectman Stanton to approve the minutes of November 14, 2016 as presented.**
201 **Seconded by Selectman Miller. Motion carries 3-0.**
202

203 **9. Any Other Item that may legally come before the Board**
204

205 The Board reserves the right to take action on any item relative to the prudential administration of
206 the Town's affairs, which circumstances may require.
207

208 **10. Second Public Comment Session**
209

210 See Item 2, above.
211

212 **11. Adjournment**

213 Meeting adjourned at 9:00 PM.
214

215 Respectfully submitted,
216 Janet L. Facella
217

218