



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE

**SELECT BOARD AGENDA
NOVEMBER 14, 2016**

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

1. Call To Order and Pledge of Allegiance

2. 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. Consent Calendar

- 3.1 Payroll Manifest of November 3, 2016 in the amount of \$68,085.49
- 3.2 Payroll Manifest of November 10, 2016 in the amount of \$191,539.52
- 3.3 Accounts Payable Manifest of November 3, 2016 in the amount of \$1,029,597.86

4. Correspondence

- 4.1 Letter from NH DES Regarding PFOA Sampling and the Coakley Landfill
- 4.2 Letter from Brewster Real Estate Investments, LLC

5. Committee Updates

6. Report of the Town Administrator

- 6.1 General Report
- 6.2 Update on new website

7. New Business

- 7.1 Permission to Use Town Green by Cycle the Seacoast on May 7, 2017;
- 7.2 Discussion of Septic System Proposal for Library and Stone Building;
- 7.3 Discussion of Health Care Policy for Town Employees Deployed on Active Duty with the Military;
- 7.4 Discuss and execute Philbrick Pond Drainage Grant Agreement

8. Minutes of Prior Meetings

- 8.1 Minutes of October 24, 2016
- 8.2 Minutes of November 2, 2016

9. 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.

10. Second Public Comment Session

See Item 2, above.

11. Adjournment

TOWN ADMINISTRATOR
PAUL APPLE

PAPPLE@NORTHHAMPTON-NH.GOV



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

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 11/14/2016
DATE: 11/10/2016

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



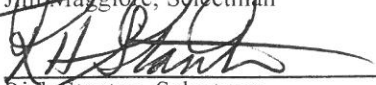
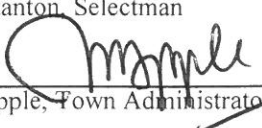
Consent Calendar

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- 3.2 Payroll Manifest of November 10, 2016 in the amount of \$191,539.52
- 3.3 Accounts Payable Manifest of November 3, 2016 in the amount of \$1,029,597.86

TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Report # 32473

Include Authorization Codes: Yes
Batch: 16763
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
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 40%;">  _____ Larry Miller, Selectman </div> <div style="width: 40%;">  _____ Jim Maggiore, Selectman </div> <div style="width: 40%;">  _____ Rick Stanton, Selectman </div> <div style="width: 40%;">  _____ Paul Apple, Town Administrator </div> </div>									
	11/03/2016	EFTPS	FEDERAL TAX PAYMENTS		10,697.37	10,697.37	0.00	0.00	
218277	11/03/2016	9528	BRIAN CHEVALIER	1	920.00	711.76	0.00	711.76	
218278	11/03/2016	9527	KENDALL CHEVALIER	1	304.00	241.78	0.00	241.78	
218279	11/03/2016	9530	EDWARD DAVIS	1	272.00	240.44	0.00	240.44	
218280	11/03/2016	2008	PETER FRANCIS	1	1,976.81	1,397.27	308.37	1,088.90	
218281	11/03/2016	2008	PETER FRANCIS	2	72.00	66.50	0.00	66.50	
218282	11/03/2016	9722	FRANCIS P. CULLEN	1	164.16	151.60	0.00	151.60	
218283	11/03/2016	9703	ANTHONY J. JANVRIN	1	97.76	84.83	0.00	84.83	
218284	11/03/2016	9724	NICHOLAS E. JANVRIN	1	61.10	56.42	0.00	56.42	
218285	11/03/2016	9488	RICHARD C. JANVRIN	1	258.40	229.23	0.00	229.23	
218286	11/03/2016	9728	PATRICIA M. BOOKER	1	161.00	148.69	0.00	148.69	
218287	11/03/2016	9647	JOHN SAVASTANO	1	3,195.84	2,589.38	0.00	2,589.38	
218288	11/03/2016	9691	GLEN S. BOSWORTH	1	432.60	373.39	373.39	0.00	
218289	11/03/2016	9663	KEVIN C. KELLEY	1	1,221.16	818.46	818.46	0.00	
218290	11/03/2016	9655	COLIN J. CHEVALIER	1	1,407.35	1,054.55	1,054.55	0.00	
218291	11/03/2016	9715	COREY A. GREANEY	1	1,011.35	688.76	688.76	0.00	
218292	11/03/2016	9409	STEPHEN S. HENRY	1	1,345.61	983.09	983.09	0.00	
218293	11/03/2016	5855	JAMES M. JURTA	1	1,022.14	774.90	774.90	0.00	
218294	11/03/2016	2019	JASON M. LAJOIE	1	1,534.62	1,139.79	1,139.79	0.00	
218295	11/03/2016	9721	ADAM J. MILLS	1	831.32	614.26	614.26	0.00	
218296	11/03/2016	9701	MICHAEL W. MORIN	1	1,180.15	819.38	819.38	0.00	
218297	11/03/2016	9481	JEREMY J. PARENT	1	1,032.16	663.05	663.05	0.00	
218298	11/03/2016	9621	ANGELO C. PUGLISI	1	1,228.62	667.83	667.83	0.00	
218299	11/03/2016	9557	LEE WILLIAM TABER	1	1,888.73	1,257.47	1,257.47	0.00	
218300	11/03/2016	9422	MARTIN B. TAVITIAN	1	1,466.05	861.68	861.68	0.00	
218301	11/03/2016	9083	MICHAEL J. TULLY	1	2,128.18	1,224.37	1,224.37	0.00	
218302	11/03/2016	9687	RYAN A. CORNWELL	1	1,430.31	983.80	983.80	0.00	
218303	11/03/2016	9515	BARBARA J. DEWING	1	549.25	507.24	507.24	0.00	
218304	11/03/2016	9702	ANNE M. KENNY	1	450.12	394.90	394.90	0.00	
218305	11/03/2016	9283	JEFFREY P. BARNES	1	1,020.00	718.03	718.03	0.00	
218306	11/03/2016	9649	SCOTT BUCHANAN	1	760.00	545.39	545.39	0.00	
218307	11/03/2016	9401	JON E. HOXIE	1	884.95	609.64	609.64	0.00	
218308	11/03/2016	9554	JOHN HUBBARD	1	1,573.85	1,056.95	1,056.95	0.00	
218309	11/03/2016	9259	WILLIAM L. ADAMS III	1	1,289.04	843.62	843.62	0.00	
218310	11/03/2016	9718	TIMON A. AIKAWA	1	798.65	573.00	573.00	0.00	
218311	11/03/2016	9479	STEVEN J. JANVRIN	1	1,534.50	1,166.13	1,166.13	0.00	

TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
218312	11/03/2016	9634	ASA D. JOHNSON	1	1,265.15	886.28	886.28	0.00	
218313	11/03/2016	9263	MICHAEL E. MADDOCKS	1	1,715.27	1,116.74	1,116.74	0.00	
218314	11/03/2016	9699	JAMES D. MASCIOLI	1	990.58	689.97	689.97	0.00	
218315	11/03/2016	9314	JESSICA L. MIEHLE	1	904.81	644.39	644.39	0.00	
218316	11/03/2016	9727	CHRISTOPHER R. POPPALARD	1	1,491.51	1,085.33	1,085.33	0.00	
218317	11/03/2016	9725	JOSHUA N. PRECOURT	1	837.12	609.51	609.51	0.00	
218318	11/03/2016	9332	JAMES M. RUSSELL	1	2,415.08	1,526.55	1,526.55	0.00	
218319	11/03/2016	9264	JOSHUA E. STOKEL	1	1,920.47	1,399.09	1,399.09	0.00	
218320	11/03/2016	9710	PAUL J. YANAKOPULOS	1	1,031.01	716.35	716.35	0.00	
218321	11/03/2016	9712	JOEL F. HURVITZ	1	216.00	182.21	182.21	0.00	
218322	11/03/2016	9656	JAMES M. O'HARA	1	887.35	627.04	627.04	0.00	
218323	11/03/2016	9230	STEVEN BUCHANAN	1	460.28	371.44	371.44	0.00	
218324	11/03/2016	9129	SUSAN M. BUCHANAN	1	1,090.90	770.61	770.61	0.00	
218325	11/03/2016	9482	GEORGIA A. DOUGHERTY	1	313.54	269.61	269.61	0.00	
218326	11/03/2016	9668	PAUL L. APPLE	1	1,905.48	1,387.26	1,387.26	0.00	
218327	11/03/2016	9726	MASON E. CACERES	1	117.50	108.51	108.51	0.00	
218328	11/03/2016	9004	JANET L. FACELLA	1	2,081.25	1,460.48	1,460.48	0.00	
218329	11/03/2016	9719	RICHARD M. MILNER	1	1,028.85	777.10	777.10	0.00	
218330	11/03/2016	LGC	Healthtrust		221.14	221.14	0.00	221.14	
218331	11/03/2016	457B	MID ATLANTIC CAPITAL CORP		991.05	991.05	0.00	991.05	
					68,085.49	51,795.61	34,276.52	6,821.72	

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	11	5,609.53
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	42	33,968.15
	ACH Employee Credits	43	34,276.52
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	2	1,212.19
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH VendorDebits (Voids)	0	0.00
Taxes	EFTPS Payment - Debit	1	10,697.37

TOWN OF NORTH HAMPTON PAYROLL MANIFEST

Report # 32501

Include Authorization Codes: Yes
 Batch: 16832
 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

	11/10/2016	EFTPS	FEDERAL TAX PAYMENTS		9,709.16	9,709.16	0.00	0.00	
	11/10/2016	MASWT	MASSACHUSETTS DEPARTM		660.39	660.39	0.00	0.00	
218332	11/10/2016	2008	PETER FRANCIS	1	1,670.63	1,181.53	308.37	873.16	
218333	11/10/2016	9729	ZACHARY A. GREENBAUM	1	450.00	341.77	0.00	341.77	
218334	11/10/2016	9722	FRANCIS P. CULLEN	1	170.24	157.22	0.00	157.22	
218335	11/10/2016	9703	ANTHONY J. JANVRIN	1	97.76	84.83	0.00	84.83	
218336	11/10/2016	9724	NICHOLAS E. JANVRIN	1	97.76	90.28	0.00	90.28	
218337	11/10/2016	9488	RICHARD C. JANVRIN	1	298.78	262.49	0.00	262.49	
218338	11/10/2016	9691	GLEN S. BOSWORTH	1	432.60	373.39	373.39	0.00	
218339	11/10/2016	9663	KEVIN C. KELLEY	1	1,221.16	818.46	818.46	0.00	
218340	11/10/2016	9655	COLIN J. CHEVALIER	1	1,255.17	921.03	921.03	0.00	
218341	11/10/2016	9715	COREY A. GREANEY	1	1,255.17	846.51	846.51	0.00	
218342	11/10/2016	9409	STEPHEN S. HENRY	1	2,109.08	1,532.55	1,532.55	0.00	
218343	11/10/2016	5855	JAMES M. JURTA	1	1,290.85	972.45	972.45	0.00	
218344	11/10/2016	2019	JASON M. LAJOIE	1	1,534.62	1,139.79	1,139.79	0.00	
218345	11/10/2016	9721	ADAM J. MILLS	1	1,371.70	976.96	976.96	0.00	
218346	11/10/2016	9701	MICHAEL W. MORIN	1	1,611.51	1,091.99	1,091.99	0.00	
218347	11/10/2016	9481	JEREMY J. PARENT	1	1,032.16	663.05	663.05	0.00	
218348	11/10/2016	9621	ANGELO C. PUGLISI	1	2,027.26	1,094.70	1,094.70	0.00	
218349	11/10/2016	9557	LEE WILLIAM TABER	1	1,583.23	975.15	975.15	0.00	
218350	11/10/2016	9422	MARTIN B. TAVITIAN	1	1,789.83	1,072.21	1,072.21	0.00	
218351	11/10/2016	9083	MICHAEL J. TULLY	1	2,128.18	1,224.37	1,224.37	0.00	
218352	11/10/2016	9687	RYAN A. CORNWELL	1	1,430.31	983.80	983.80	0.00	
218353	11/10/2016	9702	ANNE M. KENNY	1	409.20	361.21	361.21	0.00	
218354	11/10/2016	9283	JEFFREY P. BARNES	1	1,020.00	718.03	718.03	0.00	
218355	11/10/2016	9649	SCOTT BUCHANAN	1	760.00	545.39	545.39	0.00	
218356	11/10/2016	9401	JON E. HOXIE	1	884.95	609.64	609.64	0.00	
218357	11/10/2016	9554	JOHN HUBBARD	1	1,573.85	1,056.95	1,056.95	0.00	
218358	11/10/2016	9259	WILLIAM L. ADAMS III	1	1,195.56	782.97	782.97	0.00	
218359	11/10/2016	9718	TIMON A. AIKAWA	1	1,337.31	962.85	962.85	0.00	
218360	11/10/2016	9479	STEVEN J. JANVRIN	1	1,534.50	1,166.13	1,166.13	0.00	
218361	11/10/2016	9634	ASA D. JOHNSON	1	1,516.23	1,049.20	1,049.20	0.00	
218362	11/10/2016	9263	MICHAEL E. MADDOCKS	1	1,715.27	1,115.36	1,115.36	0.00	
218363	11/10/2016	9699	JAMES D. MASCIOLI	1	1,166.58	817.01	817.01	0.00	
218364	11/10/2016	9314	JESSICA L. MIEHLE	1	904.81	644.39	644.39	0.00	
218365	11/10/2016	9727	CHRISTOPHER R. POPPALARD	1	1,200.10	895.30	895.30	0.00	

TOWN OF NORTH HAMPTON PAYROLL MANIFEST





Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void	
218366	11/10/2016	9725	JOSHUA N. PRECOURT	1	517.75	374.02	374.02	0.00		
218367	11/10/2016	9332	JAMES M. RUSSELL	1	2,281.47	1,443.40	1,443.40	0.00		
218368	11/10/2016	9264	JOSHUA E. STOKEL	1	1,574.85	1,147.73	1,147.73	0.00		
218369	11/10/2016	9665	KYLE R. WILLETT	1	176.00	140.29	140.29	0.00		
218370	11/10/2016	9710	PAUL J. YANAKOPULOS	1	1,207.99	822.16	822.16	0.00		
218371	11/10/2016	9712	JOEL F. HURVITZ	1	108.00	93.26	93.26	0.00		
218372	11/10/2016	9656	JAMES M. O'HARA	1	887.35	627.04	627.04	0.00		
218373	11/10/2016	9230	STEVEN BUCHANAN	1	565.26	452.63	452.63	0.00		
218374	11/10/2016	9728	PATRICIA M. BOOKER	1	212.75	196.48	196.48	0.00		
218375	11/10/2016	9129	SUSAN M. BUCHANAN	1	1,090.90	770.61	770.61	0.00		
218376	11/10/2016	9482	GEORGIA A. DOUGHERTY	1	296.36	256.17	256.17	0.00		
218377	11/10/2016	9668	PAUL L. APPLE	1	1,905.48	1,387.26	1,387.26	0.00		
218378	11/10/2016	9726	MASON E. CACERES	1	70.00	64.64	64.64	0.00		
218379	11/10/2016	9004	JANET L. FACELLA	1	1,255.71	868.90	868.90	0.00		
218380	11/10/2016	9719	RICHARD M. MILNER	1	1,028.85	777.10	777.10	0.00		
218381	11/10/2016	AFLAC-NON	AFLAC NON FIRE DEPT		289.70	289.70	0.00	289.70		
218382	11/10/2016	LGC	Healthtrust		56,836.26	56,836.26	0.00	56,836.26		
218383	11/10/2016	457B	MID ATLANTIC CAPITAL CORP		1,236.57	1,236.57	0.00	1,236.57		
218384	11/10/2016	PD DUES-1	NEW ENGLAND PBA, INC.		364.00	364.00	0.00	364.00		
218385	11/10/2016	NHRS	NEW HAMPSHIRE RETIREME		68,100.20	68,100.20	0.00	68,100.20		
218386	11/10/2016	FD DUES	NORTH HAMPTON PROFESSI		334.00	334.00	0.00	334.00		
218387	11/10/2016	AFLAC	NORTH HAMPTON PROFESSI		754.16	754.16	0.00	754.16		
					191,539.52	175,235.09	35,140.90	129,724.64		

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	6	1,809.75
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	43	34,832.53
	ACH Employee Credits	44	35,140.90
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	7	127,914.89
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH VendorDebits (Voids)	0	0.00
Taxes	EFTPS Payment - Debit	2	10,369.55

TOWN OF NORTH HAMPTON ACCOUNTS PAYABLE MANIFEST

Report # 32481

Check Batch: 16765
 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 Maggione, Selectman		
				 Rick Stanton, Selectman		
				 Paul Apple, Town Administrator		
16765	31689	11/03/2016	2579	Access A/V	0.00	607.00
	31690	11/03/2016	4158	APPLE, PAUL	0.00	75.00
	31691	11/03/2016	89	AQUARION WATER COMPANY	0.00	416.40
	31692	11/03/2016	43	AT & T MOBILITY	0.00	436.98
	31693	11/03/2016	49	BEN'S UNIFORMS	0.00	407.00
	31694	11/03/2016	2939	BROWN, MARGARET	0.00	314.91
	31695	11/03/2016	1209	COMCAST	0.00	105.67
	31696	11/03/2016	4280	CORNWELL, RYAN	0.00	75.00
	31697	11/03/2016	1213	CRITICAL ALERT SYSTEMS, LLC	0.00	87.00
	31698	11/03/2016	2657	DAVE'S SEPTIC SERVICE, INC	0.00	148.00
	31699	11/03/2016	4430	DRUMMONDWOODSUM	0.00	8,575.85

TOWN OF NORTH HAMPTON ACCOUNTS PAYABLE MANIFEST

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	31700	11/03/2016	3964	EG LAWN CARE	0.00	300.00
	31701	11/03/2016	2014	EHRlich CO., INC.	0.00	83.00
	31702	11/03/2016	4465	ENSOR, PERSIS	0.00	691.20
	31703	11/03/2016	33	EVERSOURCE	0.00	2,621.23
	31704	11/03/2016	746	FACELLA, JANET	0.00	53.25
	31705	11/03/2016	2269	FAIRPOINT COMMUNICATIONS, INC.	0.00	243.05
	31706	11/03/2016	51	GALLS, LLC	0.00	13.05
	31707	11/03/2016	85	GRAFIX SHOPPE	0.00	121.23
	31708	11/03/2016	218	GREENWOOD EMERGENCY VEHICLES	0.00	2,365.30
	31709	11/03/2016	102	HAMPTON FORD-HYUNDAI	0.00	148.94
	31710	11/03/2016	29	Health Trust	0.00	7,517.10
	31711	11/03/2016	2864	HUBBARD, JOHN	0.00	75.00
	31712	11/03/2016	147	INTERWARE DEVELOPMENT CO INC	0.00	2,732.00
	31713	11/03/2016	2832	KEACH-NORDSTROM ASSOCIATES, INC.	0.00	1,305.47
	31714	11/03/2016	4113	KELLEY, KEVIN C.	0.00	65.00
	31715	11/03/2016	530	LAMPREY ENERGY, INC.	0.00	39.66
	31716	11/03/2016	20	MATTHEW BENDER & CO INC	0.00	683.46
	31717	11/03/2016	4181	MAXFIELD, JAMES	0.00	295.00
	31718	11/03/2016	4340	MONARCH ELECTRICAL SERVICES	0.00	275.00
	31719	11/03/2016	59	NEPTUNE, INC.	0.00	828.95
	31720	11/03/2016	4078	NH MUNICIPAL ASSOCIATION, Inc.	0.00	80.00
	31721	11/03/2016	54	NORTH ATLANTIC AUTO BODY REPAIR	0.00	1,742.50
	31722	11/03/2016	12	NORTH HAMPTON PUBLIC LIBRARY	0.00	32,343.33
	31723	11/03/2016	14	NORTH HAMPTON SCHOOL DISTRICT	0.00	689,349.83
	31724	11/03/2016	4091	O'HARA, JAMES	0.00	50.00
	31725	11/03/2016	4330	ORGANIC FIRST LLC	0.00	385.95
	31726	11/03/2016	1258	PORTSMOUTH COMPUTER GROUP	0.00	5,117.25
	31727	11/03/2016	4015	PORTSMOUTH POLICE DEPARTMENT	0.00	255.05
	31728	11/03/2016	130	PURCHASE POWER	0.00	1,607.21
	31729	11/03/2016	2638	ROCCO, JEANIE	0.00	1,575.00
	31730	11/03/2016	119	ROCKINGHAM COUNTY	0.00	26.00
	31731	11/03/2016	290	ROCKINGHAM ELECTRICAL SUPPLY	0.00	6.80
	31732	11/03/2016	4557	RYE BEACH LANDSCAPING LLC	0.00	3,400.18
	31733	11/03/2016	204	SANI-CLEAN DISTRIBUTORS	0.00	58.90
	31734	11/03/2016	4502	SAWYER, PETER	0.00	1,100.00
	31735	11/03/2016	4274	SBS TRUCK & TRAILER REP, INC	0.00	819.51
	31736	11/03/2016	166	SOUTHWORTH-MILTON, INC.	0.00	297.24

TOWN OF NORTH HAMPTON ACCOUNTS PAYABLE MANIFEST

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	31737	11/03/2016	2875	SPORTS- PROMOTIONAL OUTPOST	0.00	8.00
	31738	11/03/2016	1452	STANLEY ELEVATOR COMPANY INC	0.00	323.47
	31739	11/03/2016	1942	STATE OF NH CRIMINAL RECORDS	0.00	25.00
	31740	11/03/2016	425	STOKEL, JOSHUA	0.00	1,881.00
	31741	11/03/2016	2561	TASER International	0.00	1,433.02
	31742	11/03/2016	4271	TOSHIBA FINANCIAL SERVICES	0.00	505.68
	31743	11/03/2016	3962	TOWN HALL STREAMS	0.00	250.00
	31744	11/03/2016	3278	TREASURER OF THE STATE OF NEW HAMPSHIRE	0.00	245.69
	31745	11/03/2016	56	TREASURER STATE OF NH	0.00	109.47
	31746	11/03/2016	2141	TULLY, MICHAEL	0.00	75.00
	31747	11/03/2016	2886	UNITIL	0.00	78.22
	31748	11/03/2016	1306	W.B. MASON	0.00	993.49
	31749	11/03/2016	91	WASTE MANAGEMENT	0.00	2,212.17
	31750	11/03/2016	684	WAYNE BARKER AUTO BODY, INC	0.00	1,537.20
	31751	11/03/2016	93	WINNACUNNET COOP SCHOOL DISTRICT	0.00	250,000.00
Totals:					0.00	\$1,029,597.86

63 Checks Listed.

Janet Facella

From: Paul Apple
Sent: Wednesday, November 09, 2016 7:52 AM
To: Jim Maggoire; L Miller; Rick Stanton
Cc: Tim Harned (tim@harned.com); Janet Facella
Subject: Coakley Well Testing Results
Attachments: 198712001 Coakley LF.pdf

Gentlemen:

Please find a letter from NH DES regarding PFOA sampling and the Coakley Landfill. I will put it on the correspondence list for Monday, November 14.

Kind regards,

Paul.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

EMAIL ONLY

November 4, 2016

Shelley Cross
Luck Enterprises, Inc.
PO Box 700
North Hampton, NH 03862-0700

Subject: Perfluorinated and 1,4-dioxane Analytical Results of Water Supply Wells at 111 and 115 Lafayette Road (Lab IDs B609206001 and B609206002)

Coakley Landfill Superfund Site, DES #198712001, Project #431

Dear Ms. Cross:

The New Hampshire Department of Environmental Services (NHDES) is currently conducting an investigation into the presence of perfluorinated compounds (PFCs) and 1,4-dioxane in groundwater and drinking water in your area. Accordingly, on September 29, 2016, a representative of NHDES collected two (2) raw (untreated) samples from two water supply wells serving the subject properties.

The samples were analyzed for the presence of: 1) Perfluorinated Compounds (PFCs), including perfluorooctanoic acid (PFOA) & perfluorooctane sulfonate (PFOS), using EPA Method 537; and (2) 1,4-Dioxane using EPA method 522. Results are as follows:

- PFOA was detected at a concentration of 1.9 parts-per-trillion (ppt) in Well 1 and 2.6 ppt in Well 2, both below the 70 ppt health advisory concentration.
- 1,4-Dioxane was not detected in either well.

*A copy of the analytical results for both analyses is enclosed for your reference.

On May 19, 2016, the United States Environmental Protection Agency (EPA) established new lifetime Public Health Advisories for PFOA and PFOS. In order to provide the public, including the most sensitive populations, with a margin of protection from potential adverse health effects resulting from a lifetime of exposure to PFOA and PFOS in drinking water, EPA has established the health advisory levels at 70 parts-per-trillion (ppt) for each of these contaminants. When both PFOA and PFOS are found in drinking water, the combined concentrations of PFOA and PFOS should be compared to the 70 ppt health advisory levels. Drinking water that tests above 70 ppt for either PFOA or PFOS, or a combination of the two contaminants, is considered to exceed EPA's public health advisory level for lifetime exposure to these chemicals.

If you have health concerns about exposure to PFOA or other perfluorochemicals, we encourage you to review the NH Department of Health and Human Services' Frequently Asked Questions (FAQs) which are posted online at

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

<http://des.nh.gov/organization/commissioner/pfoa.htm> and talk to your healthcare provider. Healthcare providers in NH have been sent information through the provider health alert network messaging system about PFCs to be able to help answer health-related questions that you may have. The Northern New England Poison Center (NNEPC) is also available as a resource to help answer health related questions if needed. The NNEPC can be reached at 800-562-8236. The Department's Environmental Health Program can provide additional information on drinking water quality and health and can be reached at (603) 271-4608.

Although water quality in wells is generally stable, NHDES recommends that individuals with private wells have their well water tested on a regular basis. We also recommend that testing is conducted on a more frequent basis in areas with land uses that handle hazardous chemicals. Please refer to the following website for more information:

http://des.nh.gov/organization/divisions/water/dwgb/well_testing/index.htm.

If you have any questions regarding these test results please feel free to contact me by phone or email at the contact information below.

Sincerely,



Andrew Hoffman, P.E.
Waste Management Division
Tel. (603) 271-6778
Email: Andrew.Hoffman@des.nh.gov

Waste
Management
Division

Digitally signed by Waste Management
Division
DN: cn=Waste Management Division,
o=NHDES, ou=Waste Management
Division,
email=kimberly.durgin@des.nh.gov, c=US
Date: 2016.11.04 15:25:26 -0400

Attms: Laboratory reports on PFC and 1,4-dioxane analysis

ec: Gerardo Millan-Ramos, EPA
Peter Britz, Coakley Project Coordinator
Derek Bennett, DES MtBE Bureau
Sarah Bartlett, DES MtBE Bureau
Robin Mongeon, DES
David Gordon, EHP/DES
Attention, Health Officer Town of North Hampton

ALS Group USA, Corp.
dba ALS Environmental

Analytical Report

Client: New Hampshire Department of Environmental Services
Project: NHDES
Sample Matrix: Water

Service Request: K1611860
Date Collected: 09/29/16 14:07
Date Received: 10/04/16 09:40

Sample Name: Slel-A1 Well 1
Lab Code: K1611860-001

Units: ng/L
Basis: NA

Perfluorinated Sulfonic Acids and Perfluorinated Carboxylic Acids by HPLC/MS

Analysis Method: PFC/537M
Prep Method: EPA 3535A

Analyte Name	Result	MRL	Dil.	Date Analyzed	Date Extracted	Q
HFPO-DA	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorobutanoic Acid	ND U	8.9	1	10/16/16 22:28	10/11/16	
Perfluoropentanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorobutane Sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorohexanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluoroheptanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorohexane Sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorooctanoic Acid	1.9	1.8	1	10/16/16 22:28	10/11/16	
Perfluorononanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorooctane Sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorodecanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluoroundecanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorodecane Sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorododecanoic Acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluorooctylsulfonamide	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluoro-n-tridecanoic acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluoro-n-tetradecanoic acid	ND U	4.5	1	10/16/16 22:28	10/11/16	
Perfluoroheptane sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	
N-ethylperfluoro-1-octanesulfonamide	ND U	4.5	1	10/16/16 22:28	10/11/16	
N-methylperfluoro-1-octanesulfonamide	ND U	4.5	1	10/16/16 22:28	10/11/16	
2-(N-ethylperfluoro-1-octanesulfonamido)-ethanol	ND U	4.5	1	10/16/16 22:28	10/11/16	
2-(N-methylperfluoro-1-octanesulfonamido)-ethanol	ND U	4.5	1	10/16/16 22:28	10/11/16	
6:2 Fluorotelomer sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	
8:2 Fluorotelomer sulfonate	ND U	4.5	1	10/16/16 22:28	10/11/16	

Surrogate Name	% Rec	Control Limits	Date Analyzed	Q
HFPO-DA-13C3	93	70 - 130	10/16/16 22:28	
Perfluoro-n-[1,2,3,4-13C4] butanoic acid	97	19 - 126	10/16/16 22:28	
Perfluoro-n-[1,2-13C2] hexanoic acid	102	10 - 151	10/16/16 22:28	
Sodium perfluoro-1-hexane[18O2]sulfonate	97	20 - 128	10/16/16 22:28	
Perfluoro-n-[1,2,3,4-13C4] octanoic acid	98	13 - 142	10/16/16 22:28	
Perfluoro-n-[1,2,3,4,5-13C5] nonanoic acid	102	15 - 143	10/16/16 22:28	
Sodium perfluoro-1-[1,2,3,4-13C4] octanesulfonate	95	11 - 131	10/16/16 22:28	
Perfluoro-n-[1,2-13C2] decanoic acid	94	25 - 129	10/16/16 22:28	
Perfluoro-n-[1,2-13C2]undecanoic Acid	87	16 - 129	10/16/16 22:28	
Perfluoro-n-[1,2-13C2]dodecanoic Acid	85	17 - 114	10/16/16 22:28	
S_N-ethyl-d5-perfluoro-1-octanesulfonamide	65	19 - 103	10/16/16 22:28	
d9-NEtFOSE (Surr)	66	20 - 113	10/16/16 22:28	
d7-N-MeFOSE (Surr)	78	32 - 113	10/16/16 22:28	
S_6:2 Fluorotelomer sulfonate-13C2	105	10 - 187	10/16/16 22:28	

ALS Group USA, Corp.
dba ALS Environmental

Analytical Report

Client: New Hampshire Department of Environmental Services
Project: NHDES
Sample Matrix: Water

Service Request: K1611860
Date Collected: 09/29/16 14:10
Date Received: 10/04/16 09:40

Sample Name: Slel-A1 Well 2
Lab Code: K1611860-002

Units: ng/L
Basis: NA

Perfluorinated Sulfonic Acids and Perfluorinated Carboxylic Acids by HPLC/MS

Analysis Method: PFC/537M
Prep Method: EPA 3535A

Analyte Name	Result	MRL	Dil.	Date Analyzed	Date Extracted	Q
HFPO-DA	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorobutanoic Acid	ND U	8.6	1	10/16/16 22:46	10/11/16	
Perfluoropentanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorobutane Sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorohexanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluoroheptanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorohexane Sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorooctanoic Acid	2.6	1.7	1	10/16/16 22:46	10/11/16	
Perfluorononanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorooctane Sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorodecanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluoroundecanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorodecane Sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorododecanoic Acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluorooctylsulfonamide	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluoro-n-tridecanoic acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluoro-n-tetradecanoic acid	ND U	4.3	1	10/16/16 22:46	10/11/16	
Perfluoroheptane sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	
N-ethylperfluoro-1-octanesulfonamide	ND U	4.3	1	10/16/16 22:46	10/11/16	
N-methylperfluoro-1-octanesulfonamide	ND U	4.3	1	10/16/16 22:46	10/11/16	
2-(N-ethylperfluoro-1-octanesulfonamido)-ethanol	ND U	4.3	1	10/16/16 22:46	10/11/16	
2-(N-methylperfluoro-1-octanesulfonamido)-ethanol	ND U	4.3	1	10/16/16 22:46	10/11/16	
6:2 Fluorotelomer sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	
8:2 Fluorotelomer sulfonate	ND U	4.3	1	10/16/16 22:46	10/11/16	

Surrogate Name	% Rec	Control Limits	Date Analyzed	Q
HFPO-DA-13C3	88	70 - 130	10/16/16 22:46	
Perfluoro-n-[1,2,3,4-13C4] butanoic acid	96	19 - 126	10/16/16 22:46	
Perfluoro-n-[1,2-13C2] hexanoic acid	101	10 - 151	10/16/16 22:46	
Sodium perfluoro-1-hexane[18O2]sulfonate	97	20 - 128	10/16/16 22:46	
Perfluoro-n-[1,2,3,4-13C4] octanoic acid	97	13 - 142	10/16/16 22:46	
Perfluoro-n-[1,2,3,4,5-13C5] nonanoic acid	101	15 - 143	10/16/16 22:46	
Sodium perfluoro-1-[1,2,3,4-13C4] octanesulfonate	94	11 - 131	10/16/16 22:46	
Perfluoro-n-[1,2-13C2] decanoic acid	94	25 - 129	10/16/16 22:46	
Perfluoro-n-[1,2-13C2]undecanoic Acid	77	16 - 129	10/16/16 22:46	
Perfluoro-n-[1,2-13C2]dodecanoic Acid	66	17 - 114	10/16/16 22:46	
S_N-ethyl-d5-perfluoro-1-octanesulfonamide	63	19 - 103	10/16/16 22:46	
d9-NEtFOSE (Surr)	61	20 - 113	10/16/16 22:46	
d7-N-MeFOSE (Surr)	71	32 - 113	10/16/16 22:46	
S_6:2 Fluorotelomer sulfonate-13C2	95	10 - 187	10/16/16 22:46	

ANALYTICAL RESULTS

Workorder: B609206 - MTBE_01

Project ID: 04-1015024 - HAZARDOUS WASTE STATE SITES

Lab ID: **B609206001**
Sample ID: **SHEL AL WELL 1**
Description: **NORTH HAMPTON**

Matrix: **WATER**
Sample Type: **SAMPLE**
Collector : **CORBIN KENNEDY**

Parameters	Results	Units	RDL	DF	Prepared	Analyzed	Limit	Qual
Volatiles								
Preparation Method: EPA 522								
Analytical Method: EPA 522								
1,4-Dioxane	ND	ug/L	0.20	1	10/13/2016 14:00	10/14/2016 13:32		
Surrogates								
1,4-Dioxane-d8	89	%		1	10/13/2016 14:00	10/14/2016 13:32		

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Workorder: B609206 - MTBE_01

Project ID: 04-1015024 - HAZARDOUS WASTE STATE SITES

Lab ID: **B609206002**
 Sample ID: **SHEL AL WELL 2**
 Description: **NORTH HAMPTON**

Matrix: **WATER**
 Sample Type: **SAMPLE**
 Collector : **CORBIN KENNEDY**

Parameters	Results	Units	RDL	DF	Prepared	Analyzed	Limit	Qual
Volatiles								
Preparation Method: EPA 522								
Analytical Method: EPA 522								
1,4-Dioxane	ND	ug/L	0.20	1	10/13/2016 14:00	10/14/2016 13:58		
Surrogates								
1,4-Dioxane-d8	98	%		1	10/13/2016 14:00	10/14/2016 13:58		

REPORT OF LABORATORY ANALYSIS

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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.

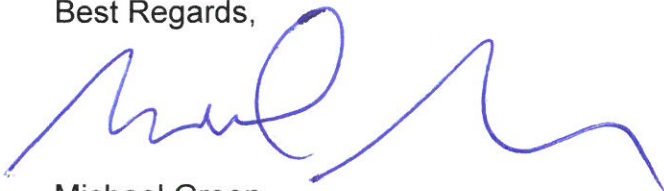
As we discussed, the parcel of land that is involved is located on Chapel Road and would be a public benefit to the Town as it is located in the Aquifer Protection District. The parcel is shown on the North Hampton Tax Assessors Map 5, Lot 32, consisting of 2.69 acres of land. For personal tax reasons,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

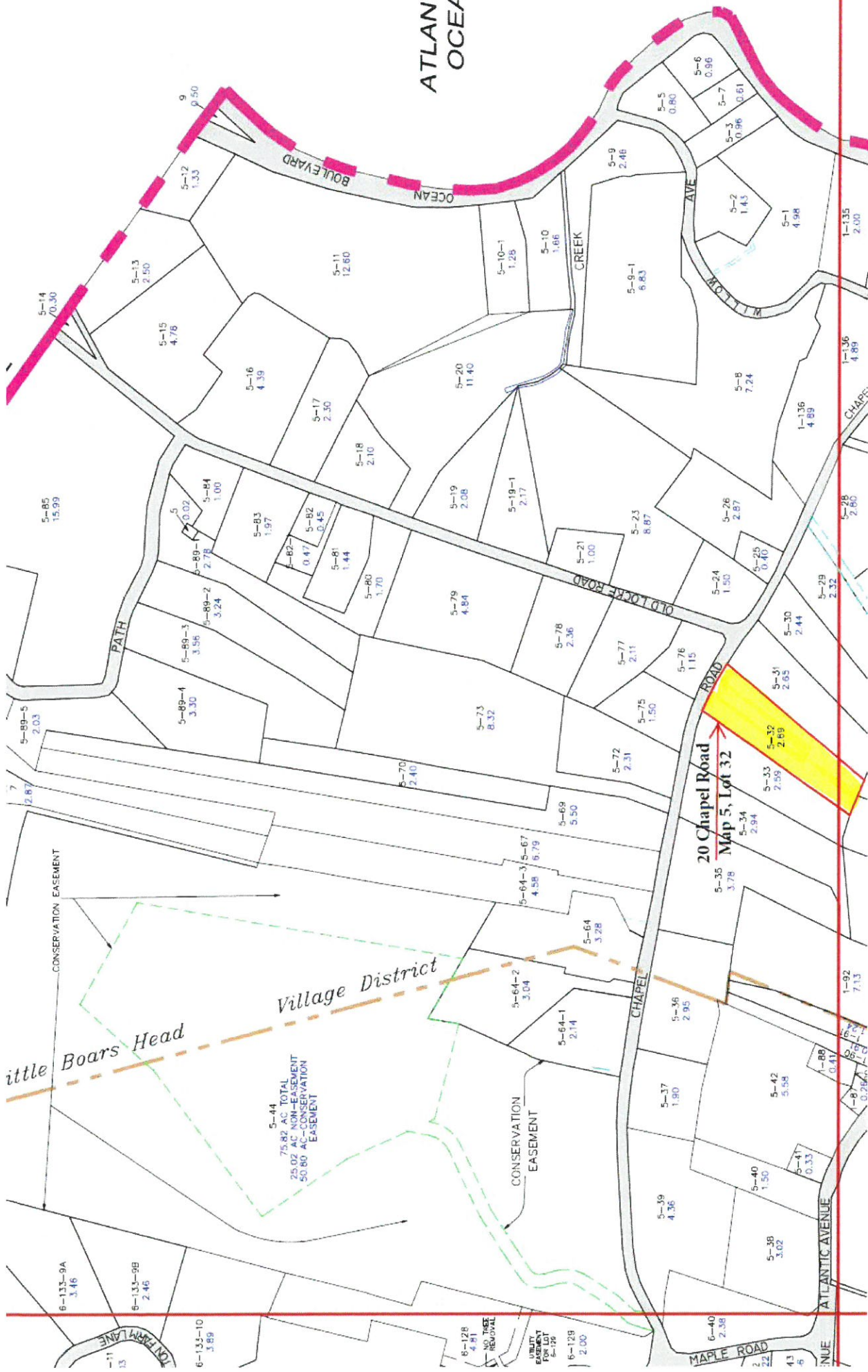
Should you need additional information or if I can answer any questions, please email or call me at 603.765.6515. Thank you again for all your assistance.

Best Regards,



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

ATLANTIC OCEAN



5-14 70.30

5-13 2.50

5-15 4.76

5-16 4.39

5-17 2.50

5-18 2.10

5-19 2.08

5-20 11.40

5-21 1.00

5-22 2.36

5-23 8.87

5-24 1.50

5-25 0.40

5-12 1.33

5-11 12.80

5-10-1 1.25

5-10 1.86

5-9 2.46

5-9-1 6.83

5-8 7.24

5-7 0.96

5-6 0.96

5-5 0.80

5-4 4.94

5-3 0.96

5-2 1.43

5-85 15.99

5-84 1.00

5-83 1.97

5-82 0.45

5-81 1.44

5-80 1.70

5-79 4.84

5-78 2.36

5-77 2.11

5-76 1.15

5-75 1.50

5-74 2.31

5-73 8.32

5-89-5 2.03

5-89-4 3.30

5-89-3 3.56

5-89-2 3.24

5-89-1 0.02

5-89 2.78

5-88 0.47

5-87 0.45

5-86 1.44

5-85 1.97

5-84 1.00

5-83 1.97

5-82 0.45

5-70 2.40

5-69 3.50

5-68 6.79

5-67 4.58

5-66 3.28

5-65 3.04

5-64-2 3.04

5-64-1 2.14

5-63 2.95

5-62 1.90

5-61 4.36

5-60 1.50

5-59 3.02

5-43 0.33

5-42 5.58

5-41 0.33

5-40 1.50

5-39 3.02

5-38 4.36

5-37 1.90

5-36 2.95

5-35 3.78

5-34 2.94

5-33 2.99

5-32 2.89

5-31 2.65

1-136 4.89

5-28 2.80

5-29 2.32

5-30 2.44

5-26 2.87

5-27 1.36

5-28 2.80

1-135 2.00

5-25 0.40

5-26 2.87

5-27 1.36

5-28 2.80

5-29 2.32

1-87 0.11

1-88 0.41

1-89 0.11

1-90 0.29

1-91 0.11

1-92 7.13

1-93 0.11

1-94 0.11

1-95 0.11

1-96 0.11

1-97 0.11

1-98 0.11

1-99 0.11

6-128 2.00

6-127 2.00

6-126 2.00

6-125 2.00

6-124 2.00

6-123 2.00

6-122 2.00

6-121 2.00

6-120 2.00

6-119 2.00

6-118 2.00

6-117 2.00

6-116 2.00

6-40 2.38

6-39 2.38

6-38 2.38

6-37 2.38

6-36 2.38

6-35 2.38

6-34 2.38

6-33 2.38

6-32 2.38

6-31 2.38

6-30 2.38

6-29 2.38

6-28 2.38

6-135-10 3.89

6-135-9B 2.46

6-135-9A 3.46

6-135-9 2.46

6-135-8 2.46

6-135-7 2.46

6-135-6 2.46

6-135-5 2.46

6-135-4 2.46

6-135-3 2.46

6-135-2 2.46

6-135-1 2.46

6-135 2.46

20 Chapel Road
Map 5, Lot 32

Little Boars Head

Village District

75.82 AC TOTAL
25.02 AC NON-EASEMENT
50.80 AC-CONSERVATION EASEMENT

UNSATURATED
SANDY SOIL
FOR LOT
E-128

CONSERVATION EASEMENT

CONSERVATION EASEMENT

CONSERVATION EASEMENT

CHURCH

MAPLE ROAD

ATLANTIC AVENUE

PATH

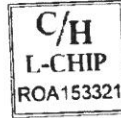
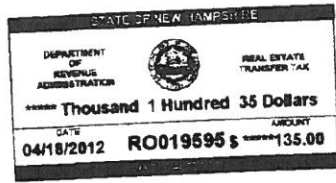
CREEK

OLD LOCKE ROAD

CHAPEL

MOYIM AVE

OCEAN BOULEVARD



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

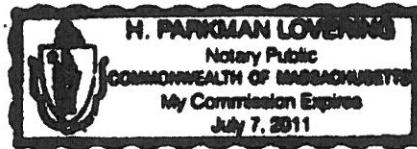
STATE OF Massachusetts
COUNTY OF Middlesex

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	Due Date	12/16/2016
Owner 2		Bill Amount	\$3,042.00
Location	20 CHAPEL RD	Principal	\$3,042.00
Type	Property Tax	Interest	\$0.00
Billed Date	12/16/2016	Penalties	\$0.00
Map - Lot - Sub	000005000032000000	Total Due	\$3,042.00
Acres	2.69		

Transaction Detail

[Close](#)

Janet Facella

From: Paul Apple
Sent: Wednesday, November 09, 2016 8:16 AM
To: C.Ganotis@Comcast.net
Cc: Jim Maggoire; L Miller; Rick Stanton; Dickie Garnett - DBC Home Inspections
<dickie@dbchomeinspections.com> (dickie@dbchomeinspections.com); Janet Facella; Rick Milner; Kevin Kelley
Subject: Proposed Donation of Land
Attachments: SKM_C454e16110909040.pdf

Chris:

Mr. Green (see attached letter) approached me at the polls yesterday regarding a proposed donation of land in Little Boar's Head. Kevin Kelley has issued no permits for the property. The wetlands map suggests Mr. Green would need variances to build on the lot. I am including this item as correspondence for the Select Board meeting on November 14th. Do you have an opinion as to whether the Town should consider accepting this donation? In any event, it will be my recommendation to the Board that they seek input from the full Commission; but, your insight would be most welcome.

Kind regards,

Paul.

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.

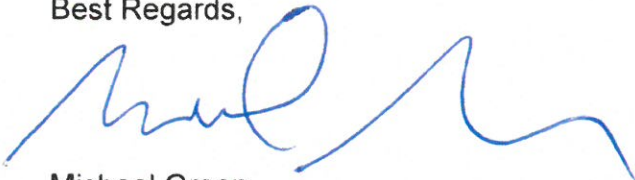
As we discussed, the parcel of land that is involved is located on Chapel Road and would be a public benefit to the Town as it is located in the Aquifer Protection District. The parcel is shown on the North Hampton Tax Assessors Map 5, Lot 32, consisting of 2.69 acres of land. For personal tax reasons,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

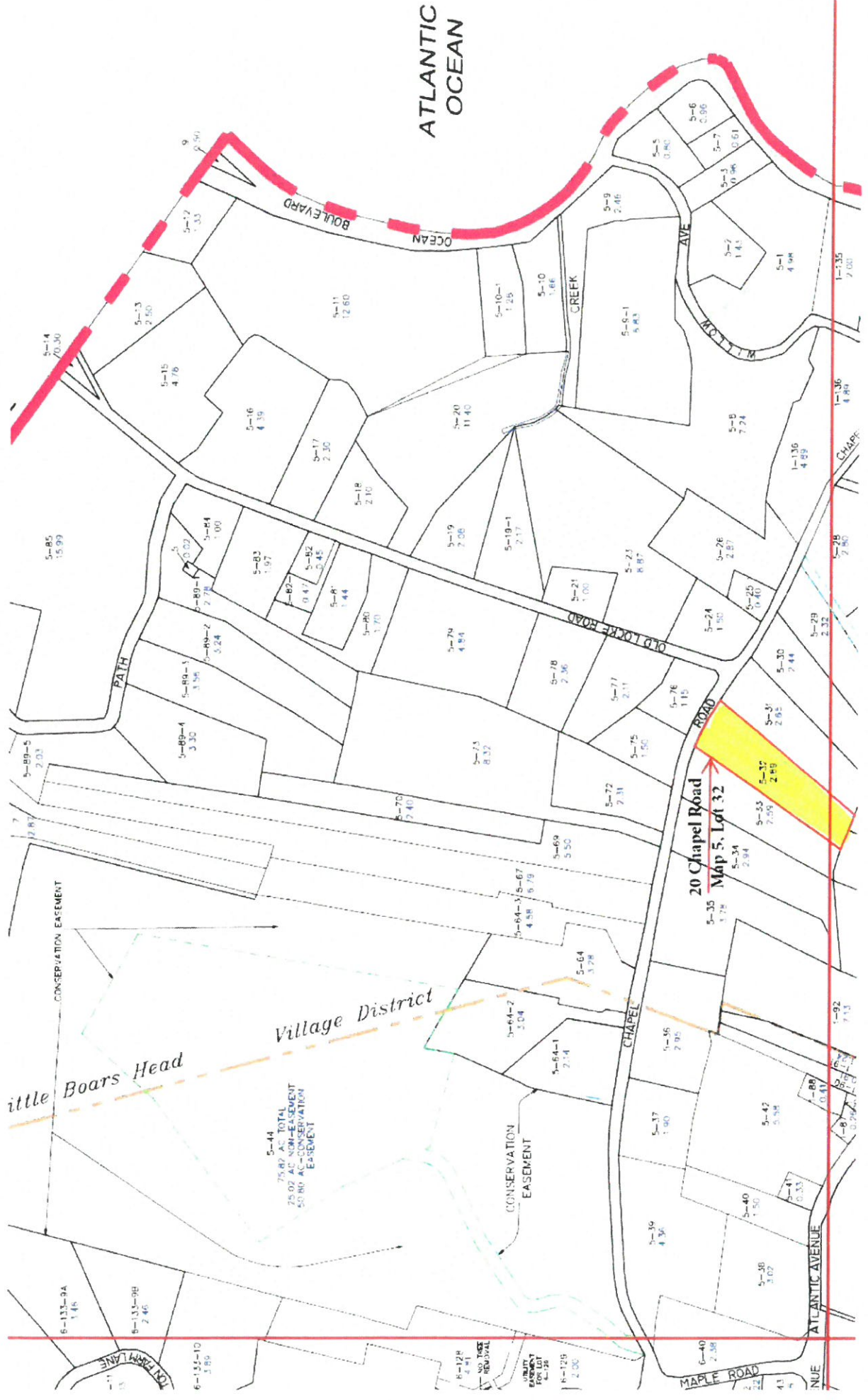
I have attached a copy of a portion of the Tax Map with this parcel of land highlighted, along with a copy of the current Deed. This property is owned under the entity Brewster Real Estate Investments, LLC., which is an LLC solely owned by Michael & Karyn Green.

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

Little Boars Head

Village District

20 Chapel Road
Map 5, Lot 32

5-44
75.87 AC TOTAL
25.02 AC NON-EASEMENT
50.85 AC CONSERVATION
EASEMENT

CONSERVATION EASEMENT

6-133-9A
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6-133-9B
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6-134-10
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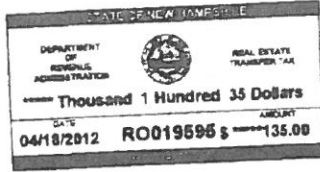
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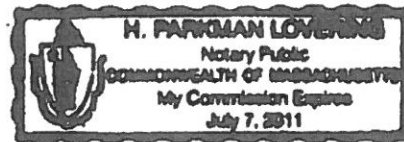
STATE OF Massachusetts
COUNTY OF Middlesex

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:



Paul L. Apple
Town Administrator

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



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

**TOWN ADMINISTRATOR'S REPORT
NOVEMBER 14, 2016 SELECT BOARD MEETING**

REPORTING PERIOD

The reporting period is from October 24, 2016 to November 11, 2016.

FINANCE

Fiscal 2017: The expenditure report is posted on the website. See: http://www.northhampton-nh.gov/Public_Documents/NorthHamptonNH_FinDept/expense2016sept.pdf

PRIORITIES

Scheduling

Personnel

The Police Department. The Chief has made a conditional offer and a background check is underway to fill the remaining vacancy in the police department. I anticipate a nomination in December.

The Fire Department. There are no vacancies in the department.

Facilities

Campus. I heard from the wetlands expert, Mr. Cuomo. There is no practical way to install a gravity fed, level system given the soils near the library. For this reason, I have solicited bids on

a chambered system similar to that in place for the public safety buildings. This will add expense to the project and will require ongoing maintenance that a gravity fed system does not; but given our alternatives, I believe it is now the only viable alternative. As soon as I have bids back, I will seek approval from the Board to begin the project.

Projects

Cell Tower. I have nothing new to report.

Regionalization. I request that the Board appoint a representative to work with the Joint Committee established with Rye. We are discussing dates and anticipate a first meeting this month.

Website Update. We anticipate going live with the new website today.

Finance Policies: Policies have been distributed to staff and signed copies have been received back.

FY 2018 Budget Preparation. I presented the first presentation to the Budget Committee on November 7, 2016. Budget work has predominated our efforts during the reporting period.

Tax Rate Setting. All the necessary documents have been submitted to DRA. Tax bills are going out on November 14.

Election Day. The Town conducted a very efficient election day, with well over 3,000 voters.

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

Hampton Rod and Gun Club: I am attempting to schedule time for the meeting.

Storm-Water Regulations. I have nothing new to report.

Water Conservation Regulations. The Building Inspector has issued several warning letters to area businesses regarding unauthorized watering. Overall, there appears to be reasonable compliance with the restrictions.

Public Hearings. There are no public hearings scheduled.

Mutual Aid. I have nothing new to report.

Economic Development. EDC has not been able to muster a quorum yet but the effort to finalize recommendations is on-going.

Capital Improvement Plan Committee. See above.

Extension of Gas Line. I have nothing new to report.

Land on Route 1. I anticipate an estimated cost before November 1.

Facilities. See, above.

Document Management System. I have nothing new to report.

Internet Speed and Wireless Coverage. New wireless portals have been installed. Wireless speeds are improved.

Modular Home Tax Abatement Policy.

Tax deeding manufactured housing creates significant risks. First, the Town becomes the delinquent owner's landlord and will be required to expend resources to evict the owner once the tax deed has been recorded. This process, in addition to being expensive, also presents public perception issues. The forced removal of anyone from their home is not a matter to be undertaken in all but the most severe cases.

Additional risks presented in this category include liability for park rent and other charges associated with the location of the unit. The park owners have agreed to waive park rent for properties taken pursuant to Tax Deed. The cost of disposal is also a potential liability for homes that are in poor condition or have no value. Manufactured housing does not hold value in the same way as traditional, stick-built housing.

Rails to Trails. Nothing new to report.

Conservation Commission Referral. Nothing new to report.

Public Service Announcements. Chief Tully has prepared a PSA regarding drought issues.

Driver Feedback Signs and Relocation of Cross-walks. Feed-back signs will likely be taken down on December 1 to avoid snow and salt damage. They will be reinstalled on April 1.

October 7, 2016

RECEIVED
OCT 18 2016
NORTH HAMPTON POLICE



North Hampton Police Department
Attn: Michael Maddocks
233 Atlantic Avenue
North Hampton, NH 03862

Dear Michael,

Thank you for supporting the 6th annual Cycle the Seacoast ride this past May. A diverse group of dedicated volunteers donated space, time and endless energy that provided us with a very successful event. We are looking forward to the 8th annual Cycle the Seacoast, which will be held on May 7th, 2017. We hope you will work with us again to make our seventh year another tremendous success by allowing us the use of your space for a cyclist rest stop.

In order to best serve the needs of our Trek cyclists, we will be placing tables, chairs and portable toilets at your property. As the event approaches, I will contact you in regards to the portable toilet delivery schedule. We intend on having them delivered by Saturday, May 6th. All portable toilets will be picked up on Monday, May 8th around 7:00 a.m. Finally, we would like to set up a 10 x 10 pop up tent for shelter. As always, our volunteers will pick up all trash and leave the area in good condition.

I appreciate your partnership for a smooth, safe and successful fundraising event. The American Lung Association is able to provide valuable research, legislation and education for all New Hampshire people with the funds raised during this weekend. Thank you for contributing to this important event!

If you could simply sign and date the form at the bottom of this page and mail it back to me, it would be greatly appreciated. There are two copies so that you may have one for your records. I have also enclosed a copy of our insurance liability for your property during the weekend of the Cycle the Seacoast.

I am happy to answer questions or discuss anything else that might come up. Please do not hesitate to email me: Melissa.Walden@Lung.org or call 207-624-0306.

Thanks again!

Melissa Walden
Development Coordinator
American Lung Association

I, _____ give permission to the American Lung Association to use North Hampton Town Green for rest stop purposes as outlined above during the Cycle the Seacoast Ride, May 7th, 2017.

Signature

Date

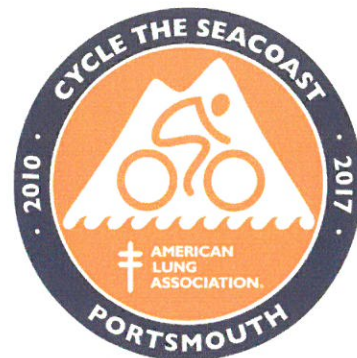
Cell Phone Number

Home/Business Phone

Email Address

October 7, 2016

North Hampton Police Department
Attn: Michael Maddocks
233 Atlantic Avenue
North Hampton, NH 03862



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Thanks again!

Melissa Walden
Development Coordinator
American Lung Association

I, _____ give permission to the American Lung Association to use North Hampton Town Green for rest stop purposes as outlined above during the Cycle the Seacoast Ride, May 7th, 2017.

Signature

Date

Cell Phone Number

Home/Business Phone

Email Address



CERTIFICATE OF LIABILITY INSURANCE

OP ID: ML

DATE (MM/DD/YYYY)

09/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SCS Agency, Inc. 1981 Marcus Avenue, Suite 125 Lake Success, NY 11042		CONTACT NAME: SCS Agency, Inc. PHONE (A/C, No, Ext): 516-466-6007 E-MAIL ADDRESS: pluftig@scsai.com PRODUCER CUSTOMER ID #: ALAO-73		FAX (A/C, No): 516-829-5857
INSURED American Lung Association of the Northeast 45 Ash St. East Hartford, CT 06108		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Insurance Co.		18058
		INSURER B: Hartford Fire Insurance Co.		19682
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PHPK1513899	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Sex Abuse-1000000						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK1513899	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB545834	07/10/2016	07/10/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			12 WBC RR0763	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Cycle the Seacoast 2017
 Certificate holder is included as additional insured with respect to general liability as per written contract or agreement subject to policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

TOWNORT Town of North Hampton 233 Atlantic Avenue North Hampton, NH 03862	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

Janet Facella

From: Paul Apple
Sent: Wednesday, November 09, 2016 9:17 AM
To: Janet Facella
Subject: FW: healthcare for deployed employees
Attachments: healthcare for deployed employees.docx

Jan:

I'd like to add a discussion of health insurance benefits for members of the armed forces to the agenda on Monday night.

Thanks,

Paul.

From: Steven Janvrin
Sent: Wednesday, November 09, 2016 9:14 AM
To: Paul Apple <papple@northhampton-nh.gov>
Cc: Mike Maddocks <mmaddocks@northhampton-nh.gov>; Michael Tully <mtully@northhampton-nh.gov>; Ryan A. Cornwell <rcornwell@northhampton-nh.gov>
Subject: healthcare for deployed employees

Mr. Apple,

Pursuant to our discussion on Monday, I put the attached policy draft together. I believe I have captured the spirit of what we are trying to say. Please let me know if you have any suggestions regarding content or cleaning up the language.

Thank you,
Steven

Steven Janvrin
Deputy Chief
North Hampton NH Police
sjanvrin@northhampton-nh.gov
(603)964-2198 ex 2247- Phone
(603)964-8831- Fax



November 7, 2016

Town of North Hampton

Medical and Dental Benefits for Employees Deployed with the U.S. Armed Forces

Purpose:

The Town of North Hampton employs multiple members of the U.S. Armed Forces, who serve as Reservists or members of the National Guard. This policy will allow those employees and the town to know what medical and dental benefits will be provided by the Town of North Hampton in the event that the employee is ordered to active duty. Although the Town of North Hampton is not obligated to provide medical or dental benefits to employees on active duty orders as members of the the U.S. Armed Forces, the gesture is made so employees know that the town values them and appreciates their service to our country.

Policy:

In the event that a full time employee of the Town of North Hampton is ordered to active duty as part of the U.S. Armed Forces, the employee will be given the option to maintain the same medical and/ or dental benefits that were provided by the town prior to being ordered to active duty. If the benefits change while the employee is on active duty, the employee will be afforded the same benefits that he or she would have been afforded if the employee were not on active duty. The employee may choose to suspend medical and/or dental benefits while on active duty with the U.S. Armed Forces.

If the employee chooses to maintain the medical and/or dental benefits to which he or she was entitled prior to being ordered to active duty, the town will continue to pay the portion of the premiums for which the town was responsible prior to the employee being ordered to active duty. The employee would be responsible for the portion of the premium for which he or she was responsible, prior to being ordered to active duty.

The employee would be afforded the following options for payment. The entire amount of the employee's portion of the health and/or dental premiums could be paid prior to the employee leaving for active duty or after his or her return. The employee could also make payments on a monthly basis. The payment options are at the discretion of the affected employee. If the employee chose to pay his or her portion of the premiums after returning from active duty orders, he or she would be required to sign a written acknowledgement with the town indicating that he or she would repay the money. This money would be owed to the town whether or not the employee remained employed by the town after returning from active duty.

Janet Facella

From: Paul Apple
Sent: Thursday, November 10, 2016 1:19 PM
To: Janet Facella
Subject: FW: Grant Agreement: Philbrick Pond Drainage Evaluation
Attachments: certificate of authority_north hampton_template.doc; Coastal Resilience Grants_north hampton_philbrick_pond_grant agreement.docx

From: Lucey, Kevin [mailto:Kevin.Lucey@des.nh.gov]
Sent: Monday, October 31, 2016 4:37 PM
To: Paul Apple <papple@northhampton-nh.gov>
Cc: 'Craig Musselman' <cmusselman@cmaengineers.com>
Subject: Grant Agreement: Philbrick Pond Drainage Evaluation

Hello Paul,

Attached please find the draft grant agreement and certificate of authority for the Philbrick Pond project. After you have reviewed and accepted the contents of the grant agreement, please follow the instructions below:

1. **AGREEMENT:** Have the hard copy of the Grant Agreement signed at section 1.11. Please confirm name and title of signatory in section 1.12. Also, have your notary sign and date as described in sections 1.13, 1.13.1, 1.13.2. Please note that each page, where indicated, must be initialed and dated by the person identified in block 1.12 on page 1.
2. **EXHIBITS:** Add the town's DUNS number in the last section on page 9. Also please note that each page, where indicated, must be initialed and dated by the person identified in block 1.12 on page 1.
3. **CERTIFICATE OF AUTHORITY:** See a template attached, but if the town uses its own version, feel free to use that, but note that it must include the date of the meeting held to accept the funds. If using the template, delete information shown in grey and fill in requested info. Please make sure that the person who signs the Certificate is different than the person signing in section 1.11 of the Grant Agreement. Also, make sure that the signature date shown on the Certificate of Authority is the same or later than the signature date of the Grant Agreement.
4. **CERTIFICATE OF INSURANCE:** (liability and workers comp); Ensure that DES is listed as the certificate holder; please use the New Hampshire Department of Environmental Services, PO Box 95, Concord, NH 03302. For general liability insurance, you need \$2,000,000 for each incident of bodily injury or death and \$500,000 for each incident of property damage. FYI: this is covered in the fine print of the General Provisions of the grant agreement language in section 17.
5. Please send original signed documents to me at the address below.

Thanks and let me know if you have any questions.

Kevin Lucey
NHDES Coastal Program
222 International Drive- Suite 175
Portsmouth, NH 03801
603-559-0026

Janet Facella

From: Paul Apple
Sent: Wednesday, November 09, 2016 7:39 AM
To: Lucey, Kevin
Cc: Craig Musselman; Janet Facella
Subject: RE: Grant Agreement: Philbrick Pond Drainage Evaluation

Kevin:

The Board's next meeting is November 14. I anticipate being able to execute the grant agreement after the Board reviews and approves. If you think that will be an issue, please let me know.

Kind regards,

Paul.

From: Lucey, Kevin [mailto:Kevin.Lucey@des.nh.gov]
Sent: Monday, October 31, 2016 4:37 PM
To: Paul Apple <papple@northhampton-nh.gov>
Cc: 'Craig Musselman' <cmusselman@cmaengineers.com>
Subject: Grant Agreement: Philbrick Pond Drainage Evaluation

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5. Please send original signed documents to me at the address below.

Thanks and let me know if you have any questions.

Kevin Lucey
NHDES Coastal Program
222 International Drive- Suite 175
Portsmouth, NH 03801
603-559-0026

CERTIFICATE OF AUTHORITY

I, enter name of town clerk, Town Clerk of North Hampton, New Hampshire do hereby certify that:

- (1) at the meeting held date, month, year the Board of Selectman voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting on date, month, year the Board of Selectman voted to accept federal funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectman further authorized the Town Administrator to execute any documents which may be necessary to effectuate this contract;
- (3) The Town of North Hampton warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Paul L. Apple

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of North Hampton, New Hampshire this date day of month, year.

,Town Clerk

My Commission expires:date

State of New Hampshire
County of ROCKINGHAM

On this the date day of month, year, before me enter name of notary public/JOP, the undersigned officer, personally appeared enter name of town clerk who acknowledged herself/himself to be the Town Clerk of North Hampton, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

(Seal)

Justice of the Peace/Notary Public
Commission Expiration Date:date

GRANT AGREEMENT

Subject: Coastal Resilience: Philbrick Pond Salt Marsh Drainage Evaluation

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Town of North Hampton		1.4 Grantee Address 233 Atlantic Avenue, 2nd Floor North Hampton, NH 03862	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2018	1.7 Audit Date N/A	1.8 Grant Limitation \$62,600
1.9 Grant Officer for State Agency Kevin Lucey, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0026	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor Paul Apple, Town Administrator	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s) Thomas S. Burack, Commissioner		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: _____ Attorney, On: ____ / ____ / ____			
1.17 Approval by the Governor and Council By: _____ On: ____ / ____ / ____			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of

Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and 11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee

performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Exhibit A
Scope of Services

The purpose of this Scope of Service is for the Town of North Hampton to evaluate design alternatives and develop a conceptual design for the replacement of the trolley berm culvert at Philbrick Pond salt marsh. The Town of North Hampton shall perform the following tasks:

1. Project Management: CMA Engineers was retained by the Town of North Hampton to oversee the “Philbrick Pond Drainage Evaluation” project.
 - a. CMA will coordinate the activities of subconsultants outlined in tasks 2 through 5, below.
 - b. CMA will perform the activities outlined in tasks 6 through 8, below.
 - c. CMA will maintain communication with the Town of North Hampton and with property owners as necessary to obtain permission for access to private property.

2. Topographical Survey(NGVD datum)
 - a. Conduct detailed ground survey at Route 1A and trolley berm.
 - b. Conduct channel bottom survey at selected locations within marsh (centerline profile for 500 feet west of Route 1A culvert, plus spot elevations at an estimated 20 locations back into Philbrick’s Pond marsh).
 - c. Conduct channel cross sections at three locations.
 - d. Determine topography of Philbrick’s Pond marsh through interpretation of existing LIDAR data and verification and adjustment using spot elevations from the ground survey in item 2.a.

3. Pipe and Channel Inspections
 - a. Visually inspect (internal) trolley berm culvert.
 - b. Visually inspect Route 1A culvert.
 - c. Probe channel bottom conditions in selected locations in vicinity of the trolley berm.

4. Hydrological and Hydraulic Evaluation (H&H) – assess Philbrick’s Pond marsh tidal ranges
 - a. Existing Conditions
 - i. Determine normal high and low tide – for marsh vegetation evaluation
 - ii. Model precipitation event with astronomical high tide. Scenario to be evaluated with either the Cornell Extreme Precipitation Table projections or the latest update of the National Weather Service NOAA Atlas 14.
 - iii. Tidal Hydrology – Model extreme tidal event with northeasterly winds.
 - iv. Staff gauges – install two level gauges with data loggers, one between Route 1A and the trolley berm, and the other west of the trolley berm to validate model of existing conditions.
 - b. Future Conditions –
 - i. Assess Philbrick’s Pond marsh tidal ranges for each of the conditions outlined in 4.ii and 4.iii above, for each of the alternatives evaluated in Task 6, and with and without a range of sea level rise. Use the NH Coastal Risks and Hazards Commission (CRHC) recommendations for 50 (1.3-2 feet) and 100

year (3.9-6.6 feet) periods. For comparison purposes, evaluate tidal ranges had the trolley berm not been constructed (open channel flow conditions).

- c. Provide inundation depths and drainage basin flooding extent under various scenarios.

5. Wetlands Evaluation

- a. Assess existing conditions (i.e. marsh surface elevations, water levels, soils (bulk density, organic matter, salinity, pH, Eh and sulfides) and vegetation) with respect to both drainage and marsh health using previous monitoring data, updated in 2017.
- b. Provide recommendations regarding marsh drainage channels, if applicable.
- c. Assess future marsh health conditions with no action, or with various alternatives evaluated in Task 6, with respect to future normal high and low tidal ranges predicted under Task 4.b.

6. Formulation and Evaluation of Alternatives

- a. Based on the information developed in Tasks 2, 3, and 4, develop alternatives to include no action, replacement of the trolley berm pipe as is, a rectangular box culvert of a size to be selected, and open channel at trolley berm
- b. Provide input regarding alternatives for the assessments in Tasks 4.b and 5.c.
- c. Evaluate engineering and landscape design approaches that might be appropriate to minimize visual impacts and allow continued site uses for property owners.
- d. Prepare a concept design for applicable alternatives with graphics provided to assist property owners in assessing visual impacts.

7. Stakeholder Involvement

- a. Send registered letters to all owners of property which is required to be accessed for data gathering purposes. Discuss any concerns property owners may have with access in person or by phone as needed.
- b. Meet individually, in person or by phone, with trolley berm property owners, marsh abutters who have previously expressed project concerns, and representatives of the Abenaki Country Club to discuss planned activities and project results.
- c. Facilitate two public meetings with affected property owners and members of the general public to present results of the evaluation and receive public input on alternatives.
- d. Assist in developing community consensus on a course of action.

8. Report

- a. Prepare individual free-standing reports addressing Tasks 1,2, 3, 4 and 5.
- b. Prepare a brief summary report addressing the overall project, the evaluation of alternatives in Task 6, and an implementation plan for a selected course of action, or for alternative courses of action.

Funding Credit: All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: “This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program.”

Progress Report: Prepare and submit two (2) electronic semi-annual Progress Reports to NHCP in .pdf format. The first progress report shall summarize project activity during the period from the start of the project through June 30, 2017 and is due by July 14, 2017. The second progress report shall summarize project activity during the period from July 1, 2017 through December 31, 2017 and is due by January 12, 2018.

Final Report: Prepare and submit a Final Report to NHCP by June 29, 2018. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall describe all project activity and shall include a summary budget table of project costs by Federal budget category. The funding credit language quoted in “Funding Credit” above shall appear on the final report along with the logos of sponsoring agencies (NHDES, NHCP & NOAA).

Exhibit B
Method of Payment and Contract Price

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$62,600. Matching funds provided by the Grantee shall total at least \$31,300 of non-federal cash and in-kind services.

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Grantee shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and [OMB Circular A-87](#).

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and [OMB Circular A-87](#).

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) ***Debarment and Suspension.*** The grantee shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 15 CFR part 28 and [OMB Circular A-87](#) which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is _____.