

Return To: Michele Peckham
82 Atlantic Avenue
North Hampton, NH 03862

THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, I

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, that **Daniel N. Gregoire and Ellen T. Gregoire**, husband and wife, with a mailing address of 5 Squire Drive, North Hampton, New Hampshire, 03862.

For consideration paid grants to **THE NORTH HAMPTON CONSERVATION COMMISSION in the name of the TOWN OF NORTH HAMPTON**, a New Hampshire municipal corporation with an address of 237 Atlantic Avenue, North Hampton, New Hampshire, with **Warranty Covenants**, the following described premises:

A certain lot or parcel of land located in the Town of North Hampton, County of Rockingham, and State of New Hampshire, as shown on a Plan entitled "Lot Line Adjustment Plan, Tax Map 12, Lot 30-21 & Tax Map 6, Lot 80, 5 Squier Drive & Mill Road, North Hampton, NH 03862, prepared for the Town of North Hampton Conservation Commission, 233 Atlantic Avenue, North Hampton, NH 03862, prepared by Jones & Beach Engineers, Inc., PO Box 219, Stratham, NH 03885". Said plan is recorded in the Rockingham County Registry of Deeds as Plan # D-_____. Said property is more particularly bounded and described as follows:

Beginning at a point on a stone wall being the most westerly of the within described parcel, said point also being **S47°41'43"E** a distance of **98.35 feet** from a drill hole in said stone wall;

Thence running **N48°34'03"E** across land of the Grantor a distance of **15.09 feet** to a drill hole;

Thence turning and running **S47°41'43"E** continuing across land of the Grantor a distance of **12.20 feet** to a point;

Thence running **S57°04'33"E** continuing across land of the Grantor a distance of **23.08 feet** to a point;

Thence turning and running **N55°31'55"E** continuing across land of the Grantor a distance of **130.50 feet** to a point;

Thence running and running **S30°36'20"E** continuing across land of the Grantor a distance of **67.25 feet** to a point;

Thence turning and running **S44°34'34"W** a distance of **15.52 feet** to a point;

Thence turning and running **N30°36'20"W** a distance of **55.17 feet** to a drill hole;

Thence turning and running **S55°31'55"W** a distance of **124.46 feet** to a drill hole;

Thence turning and running **N57°04'33"W** a distance of **34.30 feet** to a drill hole;

Thence turning and running **N47°41'43"W** a distance of **15.09 feet** to the point of beginning.

Said parcel containing 3,465 square feet.

Meaning and intending to describe a portion of the same premises conveyed to Grantors by deed of Peter J. McAvoy recorded in the Rockingham County Registry of Deeds at Book 5508, Page 2509 on January 21, 2014. The intent of this deed is for the Grantors to convey a portion of Tax Map 12, lot 30-21 to Tax Map 6, Lot 80 owned by The Town of North Hampton Conservation Commission in the Name of the Town of North Hampton through a lot line adjustment. This deed is contingent upon the approval of the lot line adjustment by the Town of North Hampton Planning Board and acceptance by the North Hampton Board of Selectmen.

This conveyance is subject to the following:

1. All easements and restrictions of record.
2. All matters shown on a Plan of Land entitled "subdivision plan Mill Road Subdivision, North Hampton", dated 7-18-1997 and recorded as Plan # D-26372, Sheet 4, in the Rockingham County Registry of Deeds.

We, the Grantors, hereby release to said Grantee all rights of homestead and other interests therein.

Dated this 18th day of December, 2018.



Daniel N. Gregoire



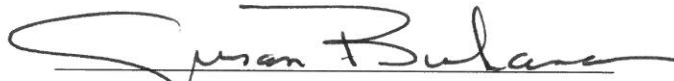
Ellen T. Gregoire

STATE OF NEW HAMPSHIRE

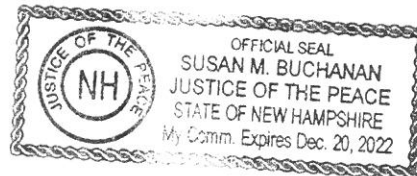
COUNTY OF ROCKINGHAM, ss

12/18, 2018

This instrument was acknowledged before me, the undersigned Notary Public, on this 18th day of Dec 2018 by Daniel N. Gregoire and Ellen T. Gregoire, husband and wife.



Susan Buchanan Notary Public
My Commission Expires: _____



Return to: Michele Peckham
82 Atlantic Avenue
North Hampton, NH 03862

TERMINATION OF RIGHT of ACCESS EASEMENT

This Release of Right to Access Easement (the "Release") is made this ____ day of _____, 201__ by and between the **Town of North Hampton**, New Hampshire, having a mailing address of 233 Atlantic Avenue, North Hampton, New Hampshire, 03862 and **Daniel and Ellen Gregoire** of 5 Squire Drive, also known as Tax Map 12, Lot 30, Sublot 21 in the town of North Hampton, New Hampshire, 03862.

Now Comes the Town of North Hampton, beneficiary of an access easement over Tax Map 12, Lot 30, Sublot 21 in the Town of North Hampton, currently owned by Daniel and Ellen Gregoire. The access easement is identified on a plan known as "Subdivision Plan Mill Road Subdivision, North Hampton, sheet 4" and recorded in the Rockingham County Registry of Deeds as Plan # D-26372. Said access easement is 15 feet wide and approximately 426+/- feet long and extends over Tax Map 12, Lot 30, Sublot 21 and Sublot 20 and is hereinafter referred to as the "Access Easement". In the case of Tax Map 12, Lot 30, Sublot 21, the Access Easement also connects to Old Woods Road (Tote Roads) shown on said Plan D #-26372 and referred to in Notes 7 and 8 on page 4 of said Plan D #-26372 (hereinafter referred to as the "Old Woods Road Access").

For good and valuable consideration, the Town of North Hampton, and all those claiming by, through and under it, hereby terminates, releases, and extinguishes any and all rights under the Access Easement that may exist over and upon the real property identified in the North Hampton Tax Maps as Tax Map 12, Lot 30, Sublot 21, and further identified in a plan of land known as "Subdivision Plan Mill Road Subdivision, North Hampton, sheet 4" and recorded in the Rockingham County Registry of Deeds as Plan # D-26372. In addition, for good and valuable consideration the Town of North Hampton, and all those claiming by, through and under it, hereby terminates, releases and extinguishes any and all rights which it may have or have had under the Old Woods Road Access.

In consideration for such release of the easement rights, Daniel and Ellen Gregoire, owners of real property known as Tax Map 12, Lot 30, Sublot 21 shall convey to the Town of North Hampton through a boundary adjustment to the parcel of land described at Tax

Map 6, Lot 80 a strip of land on the southern border of said Map 12, Lot 30, Sublot 21 approximately 15 feet wide and 248 feet long, composed of +/- 3,465 sq. feet bounded and described in the annex hereto. Upon conveyance of such strip of land, said strip of land shall be bound in perpetuity by all of the conservation provisions applicable to the land described at Tax Map 6, Lot 80.

Said conveyance shall be accomplished by a lot line adjustment approved by the North Hampton Planning Board. This release of easement rights is contingent upon the recording of a lot line adjustment deed from Daniel and Ellen Gregoire to the Town of North Hampton in the name of the North Hampton Conservation Commission.

Further, upon the recording of the deed from Daniel and Ellen Gregoire to the Town of North Hampton in the name of the North Hampton Conservation Commission, and all those claiming by, through and under it, access over Tax Map 12, Lot 30, Sublot 21 shall cease to be for the benefit of the Town of North Hampton and anyone claiming by, through and under it under the Access Easement and Old Woods Road Access.

IN WITNESS WHEREOF, the undersigned have executed the forgoing Termination of Right of Access Easement.

TOWN OF NORTH HAMPTON BY ITS BOARD OF SELECTMEN

By: _____
Jim Maggiore, Chair North Hampton Select Board

By: _____
Kathleen Kilgore, North Hampton Select Board

By: _____
Larry Miller, North Hampton Select Board

Dated: _____, 201__

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this _____ day of _____, 201__, before me personally appeared Jim Maggiore, Kathleen Kilgore, and Larry Miller each in their capacity as members of the Select Board for the Town of North Hampton, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same as his/her free act and deed for the purposes therein contained.

Name: _____
Notary Public/Justice of the Peace
My Commission Expires: _____.

Dated: _____, 201__




Daniel Gregoire

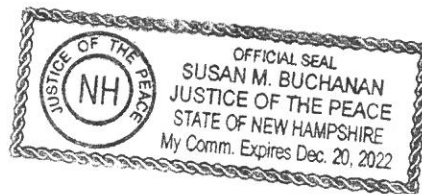

Ellen Gregoire

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 18th day of Dec, 2018, before me personally appeared Daniel and Ellen Gregoire, husband and wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.



Name: Susan Buchanan
Notary Public/Justice of the Peace
My Commission Expires: _____



Bryan T. Kaenrath
Town Administrator

Municipal Offices
233 Atlantic Avenue
North Hampton, NH 03862
bkaenrath@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
JANUARY 14, 2019 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from December 10, 2018 through January 11, 2019

FINANCE

Current expense report can be found at the following link: https://www.northhampton-nh.gov/sites/northhamptonnh/files/uploads/expense12102018_0.pdf

Personnel

The Police Department. Our newest hire, Megan McBride, is currently at the Police Academy. Rockingham County inmate trustees have completed painting and some other minor cosmetic fixes in the police department.

The Fire Department. The department has completed a hydrant project to photo ID all fire hydrants in town. If needed in the future this project will help keep track of hydrant maintenance. The project was used as a new employee educational tool and was largely completed by Firefighter Tangney with assistance from Firefighter Pidgeon. We thank them for their excellent work.

Facilities

Town Hall. We are still seeking contractors who have interest in our renovation project.

The Library. Nothing new to report.

Stone Building. Nothing new to report.

Town Office/Chevalier Building. We will begin exterior siding work by the spring and are in the process of gathering quotes. We will also be having the inmate trustees returning to paint the stairways at the front and rear of the building.

Projects

Town Sign. Our new sign has been installed and looks fantastic!

Telephone System/Communications. Nothing new to report

Regionalization. Nothing new to report.

Perambulation. Nothing new to report.

Coakley Landfill Group. The next CLG meeting will be January 16th at 2:30pm in the Portsmouth City Hall Council Chambers.

Cemeteries. Nothing new to report.

Finance Policies: Revisions have been completed.

Elections. The first day for municipal candidates to file with the Town Clerk is January 23rd and the period will close on February 1st. Deliberative session will be February 2nd at 8:30am in the school cafeteria.

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

Recreation Activities. Our Recreation Department continues to offer many great programs including recent school additions such as the Latin Dance Club, Lego Club and another session of Coyote Club. Another Boston Red Sox trip is also being planned for June 9th. Please see the Recreation page on our website or visit their Facebook page for more information on all of our available programs and how to register.

Economic Development. Committee report.

Rails to Trails. Town Managers/Administrators met with DOT at Portsmouth City Hall to discuss the draft trail agreement. A final version with some revisions has been submitted by DOT for approval by local Select Boards.

Public Works. Director Hubbard and his crew have been busy with winter road maintenance and planning projects spring projects.

Community Outreach. The next Town Administrator's open office hours will be held Monday, February 25th from 3:30 to 5 PM at the Town Clerk's Office. All residents and local business owners are welcome and encouraged to attend. I also recently attended my first meeting of the Hampton Area Chamber of Commerce Public Policy Committee. This committee will be charged with reviewing proposed legislation coming out of Concord and keeping Chamber members informed of potential impacts as well as hearing their concerns. We will also take positions and advocate solutions to advance the interests of the local business community. Our next meeting will be on February 6th.

Philbrick Study Report. After further study of the recommendation for an access road between Bradley Ln. and Woodland Rd. which included walking the site, we are moving forward with getting resident's feedback. Letters have now been sent out to potentially impacted property owners to gauge their interest in the project and hear their comments.

Document Management System. We have received three responses to our RFP for the implementation of a document management system. The next step should include having the three interested firms give a presentation and demonstration of their programs.

Meeting Schedule: Our next regularly scheduled meeting is on January 28, 2019.

NHDOT MARK-UP 20/18

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION & TOWN OF NORTH HAMPTON RAIL TRAIL AGREEMENT

(Note: This version of the Agreement would apply to Hampton, North Hampton, Rye, Greenland and Portsmouth where initial trail construction will be undertaken as part of CMAQ project Hampton-Portsmouth 26485.)

This Agreement ("Agreement") is between the State of New Hampshire, by and through the New Hampshire Department of Transportation (the "Department") Bureau of Rail and Transit ("Bureau"), and the Town of North Hampton, a municipal corporation, 223 Atlantic Avenue, North Hampton, NH ("Permittee").

WHEREAS, the Department is the owner of a railroad corridor in the Town of North Hampton, County of Rockingham, State of New Hampshire; and is the sponsor of a Federal Congestion Mitigation Air Quality Program (CMAQ) grant project (Hampton-Portsmouth 26485) to construct trail on a portion of that railroad corridor in Hampton, North Hampton, Rye, Greenland and Portsmouth;

WHEREAS, the Department proposes that the Permittee manage and maintain the public Rail-Trail to be constructed by the Department under the above-mentioned CMAQ project that will serve non-motorized transportation and recreational purposes, along and across the Hampton Branch Railroad corridor right of way, from the Hampton, New Hampshire municipal boundary on the south, to the Greenland, New Hampshire municipal boundary to the north. The limits of the Rail-Trail to be constructed by NHDOT in North Hampton under the CMAQ grant are described more particularly as follows:

A strip of land running along the Hampton Branch Corridor from a point designated approximately as Engineering Station 2524+50 +/- on Valuation Plan V3NH/46 to a point designated as approximately Engineering Station 2687+55 +/- on Valuation Plan V3NH/49 hereinafter referred to as the "Corridor".

WHEREAS, the Permittee may in the future propose to plan, design, construct, and maintain further improvements to said public Rail Trail;

WHEREAS, the Rail Trail development proposed here is part of a collaborative effort of seven New Hampshire municipalities, the New Hampshire Department of Transportation, Rockingham Planning Commission and other local and regional non-profit organizations to develop the New Hampshire Seacoast Greenway (NHSG). The NHSG is New Hampshire's portion of the East Coast Greenway, a non-motorized trail planned to extend 3000 miles from Calais Maine to Key West Florida connecting fifteen states. The trail is acknowledged by all the above listed parties to provide a transportation benefit to the traveling public as well as recreation and economic benefits to the corridor communities and the State as a whole.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all the covenants as set forth below, the Department grants to the Permittee responsibility to manage and maintain the Department-constructed Rail Trail. Further, if jointly desired by the Permittee and the Department, the Department grants the Permittee permission to plan, design, construct, manage and maintain potential future improvements to the Rail Trail subject to the covenants set forth below.

1. General Overview

1.1 For the portion of the strip of land from approximate Engineering Station 2365+802436+50 +/- on Valuation Plan V3NH/4344 in Hampton to approximately Engineering Station 2943+3040 +/- on Valuation Plan V3NH/54 in Portsmouth the Department will design and construct a rail trail as provided for under the scope of the CMAQ-funded project Hampton-Portsmouth (26485) hereinafter referred to as the "Phase I Rail Trail".

Should the Permittee choose to plan and develop future improvements to the Rail Trail, Permittee agrees that it is responsible for securing federal, private sector, municipal or other funding required to construct said improvement. It is anticipated that the Permittee and other corridor municipalities will jointly apply for Federal and/or private sector funding to construct the balance of the proposed New Hampshire Seacoast Greenway Rail Trail from the Massachusetts border to the southern terminus of Phase I in Hampton.

The Permittee agrees that it is responsible to manage, maintain, and repair the Rail-Trail constructed by the Department, as described in Section 2. ~~Such responsibility will include, but is not limited to, the cost of all on-site inspectors or other representatives of the Department to monitor the Permittee's maintenance when such individuals are necessary in the sole judgment of the Bureau.~~ Should the Permittee choose to construct further trail improvements its responsibilities for planning, design, construction, management and maintenance of the resulting improvements are described in Section 3.

1.2 In the event that the State of New Hampshire or Department determines that the Corridor is needed for railroad or other transportation purposes, and a Rail-with-Trail design for the Corridor is determined infeasible, the Department retains the right to require the closure of the Rail-Trail.

1.3 Subject to the provisions of this Agreement, the Permittee shall be the legal occupant of the Rail-Trail, having concurrent authority with the Department to control access to the Rail-Trail for special Town events, such as volunteer clean-up days, walking and running events and comparable uses. The Bureau will consider approving other uses that are generally consistent with the corridor's intended use as a public trail upon the request of the Permittee.

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2. Rail-Trail Maintenance & Operation

2.1 ~~The Permittee shall limit motorized use of the Rail-Trail in accordance with Title 23 USC Chapter 2 Section 217 "Bicycle Transportation & Pedestrian Walkways" Subsection (h) "Use of Motorized Vehicles", or as amended.~~

2.1 ~~Motorized vehicles will not be permitted on the Rail Trail except for:~~

- ~~a. maintenance purposes;~~
- ~~a. motorized wheelchairs in accordance with any current federal requirements related to the Americans with Disabilities Act (ADA);~~
- ~~b. electric bicycles if permitted by local ordinance; and~~
- ~~e. other power-driven mobility devices (OPDMDs), when driven by a person with a mobility-related disability per the requirements of the ADA.~~

~~2.2~~ Definitions. In this section, the following definitions apply:

- ~~a. Electric bicycle. The term "electric bicycle" means any bicycle or tricycle with a low-powered electric motor weighing under 100 pounds, with a top motor-powered speed not in excess of 20 miles per hour.~~
- ~~a. Wheelchair. The term "wheelchair" means a manually operated or power driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor or of both indoor and outdoor locomotion. (28 CFR § 35.104)~~
- ~~b. Other power driven mobility device. The term "other power driven mobility device" means any mobility device powered by batteries, fuel, or other engines — whether or not designed primarily for use by individuals with mobility disabilities — that is used by individuals with mobility disabilities for the purpose of locomotion, including golf cars, electronic personal assistance mobility devices (EPAMDs), such as the Segway® PT, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair within the meaning of 28 CFR § 35.104.~~

~~2.3~~ Other power-driven mobility devices (OPDMDs) are permitted on the Rail-Trail as follows:

- ~~a. The OPDMD must be electric powered. Internal combustion engines are not permitted.~~
- ~~a. The OPDMD must have an electrical output of no more than 300 watts.~~
- ~~b. The OPDMD must be no more than 36" in width.~~

~~2.42.2~~ The Permittee shall be responsible for the management and operation of the Rail-Trail, including enforcement of rules governing its use. The Permittee must obtain the written approval of the Bureau for said rules, which shall not violate other terms and conditions of the Agreement. Obligations required of the Permittee regarding management, maintenance, and operations shall only be applicable to areas on the Rail-Trail which have improvements approved by the Department (as required herein), where the Rail-Trail is under construction, or where the Rail-Trail has been constructed.

~~2.53~~ The Department will be responsible for the maintenance of all state-maintained paved surfaces of public grade crossings as well as maintenance of all state-maintained overpasses and other state-maintained structures that are an integral part of the State-maintained highway system including compact roads.

~~2.64~~ The Permittee shall be responsible for the routine maintenance of all existing and new drainage, culverts, ditches, walls, crossings, bridges and other structures that are integral to the long-term preservation of the Corridor and safe operation of the Rail-Trail.

~~The Department will retain responsibility for rehabilitation or reconstruction of the trail and such drainage, culverts, ditches, walls, crossings, bridges and other structures as may be damaged by storm-related washout or other natural or human-caused disasters.~~

~~Routine Trail Maintenance shall include:~~

- ~~• Trail surfacing (i.e. rutting & re-grading)~~
- ~~• Weed & brush control~~
- ~~• Cleaning ditches~~
- ~~• Unblocking & maintaining culverts~~
- ~~• Cleaning graffiti~~
- ~~• Trail signage~~

- Trash & debris removal

(Note: routine maintenance is defined in accordance with FHWA guidance.)

- 2.75 The Permittee shall protect and leave undisturbed all underground and overhead utilities on the Corridor after Rail-Trail construction, including new utility lines authorized by the Department.
- 2.8-6 The Permittee shall be responsible for the clearing of all downed trees across the Rail-Trail. All cleared trees shall be removed from Department property and disposed of off-site, except with written approval from the Bureau.
- 2.97 If drainage, runoff or any other problems caused by the presence of Rail-Trail improvements constructed by the Permittee are encountered after the Rail-Trail is complete, the Permittee shall, at its expense, make all repairs and alterations, including the payment of all Bureau costs required by the Bureau. The Permittee, with written approval from the Bureau of Rail & Transit, may install new drainage systems entering the Rail Trail from abutting properties to prevent flooding and washouts in the Corridor. ~~Drains and drainage systems installed by the Permittee shall be granted easements guaranteeing the ability by the Permittee to construct, reconstruct, maintain, and replace such systems forever, and to monitor the same under any MS 4 Federal Stormwater Requirements. Drains installed at grade crossings and other locations by the State or their licensees, lessees or assigns shall be their responsibility for maintenance and replacement, and for compliance with any MS 4 Federal Stormwater requirements.~~

- 2.108 The Department retains the authority to approve additional utility services of all kinds to cross over, under and within the Corridor. The Department will ~~confer with~~ notify the Permittee ~~prior to entering into any~~ such new utility easements, including ~~planning board review to determine the impact of such~~ easements on the Rail Trail. In the event the Department approves additional utility services that disturb the Rail-Trail, the Department shall stipulate in any utility agreement(s) that the utility shall restore all trail facilities disturbed during utility construction to their original condition. ~~The utility shall provide as-built plans to the Department and the Permittee within 30 days of the completion of any such work. At the request of the Permittee, the Department will share copies of associated plans or as-builts resulting from the installation of additional utility services.~~

~~Any net income accruing to the Department from permitting utility easements over, under and within the Corridor, after payment of costs incurred by the Department to manage such easements, shall be set aside in a dedicated fund for maintenance and improvement of the underlying corridor infrastructure.~~

- 2.11-9 The Permittee shall obtain and install, at its expense, all signage along the Rail-Trail as shown on a Signage Plan to be developed by the Permittee. The initial Signage Plan and any subsequent revisions to the Plan shall be submitted by the Permittee to the Bureau for approval prior to installation. ~~Permittee shall have the right to generate~~ Any revenue generated through sponsorship of mile marker signage along the trail following review ~~Rail-Trail shall be paid to the Department and approval of sign design by~~ shall be appropriately apportioned to communities along the Bureau- Rail-Trail.

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3. Rail-Trail Construction

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Should the Permittee choose in the future to construct trail improvements as described above, its responsibilities for planning, design and construction of such trail improvements include the following:

- 3.1 The Permittee agrees that all work requested, authorized or managed by or under the direction of the Permittee on the construction, maintenance, repair and reconstruction of said Rail-Trail shall be performed at a time and under conditions acceptable to the Bureau. The Permittee shall submit construction plans for approval to the Bureau prior to construction. The Bureau shall, during the design phase, prepare a sample preliminary Prosecution of Work (POW) for the project.
- 3.2 The Permittee is solely responsible for its own equipment, contractors, and personnel along the Department-owned Corridor-, including the cost of all on-site inspectors or other representatives of the Department.
- 3.3 At no time shall any work interfere with uses of the property by the Department, its lessees or assigns. ~~At the time of signing, the Department confirms it has no lessees or assigns other than the Permittee. The Department shall consult with the Permittee prior to entering into any agreement with such entity in order to minimize adverse impacts on the public trail.~~
- 3.4 The Permittee is required to obtain, before construction activities proposed by the Permittee may begin, any and all other permissions, permits, easements and licenses required for said Rail-Trail by any federal, state, county, or local governments, and their agencies or boards, or any other political subdivision thereof.
- 3.5 The Permittee must submit plans for Rail-Trail construction proposed by the Permittee to the Bureau for review and approval. After the plans are approved by the Bureau ("Final Plans"), the Bureau will prepare a draft Temporary Use Agreement (TUA) with a POW that the Permittee may include in their bid documents during the contractor selection process. The TUA and POW will be executed between the Bureau and the Contractor and the Contractor may not begin work until this is fully executed.
- 3.6 The Permittee's Contractor selected to perform work along the Corridor must obtain a Temporary Use Agreement (TUA) and a final POW from the Bureau at the prevailing rate in effect at the time, and must provide evidence of required insurance coverage as specified in Section 4 prior to beginning any work on this project. There will be an additional charge for renewal of the contractor's Temporary Use Agreement if work goes beyond one (1) year.
- 3.7 The Permittee and its Contractor must abide by the Final Plans and POW during all phases of Rail-Trail construction proposed by the Permittee. The Permittee shall manage and enforce the approved TUA and POW. Failure to do so will be considered an Event of Default under the terms of Section 7.
- 3.8 The Permittee must notify the Bureau a minimum of seven (7) days prior to the Permittee or the Permittee's Contractor beginning any work on the Rail- Trail construction.
- 3.9 Disposal of railroad ties on the 9.6 mile corridor segment between Hampton and Portsmouth described in Section 1.1 is the responsibility of the Department per the scope of the approved CMAQ project for that portion of the corridor.

3.10 For construction of future trail improvements, proposed by the Permittee, the Permittee shall construct, at its expense, all improvements required at existing public or private vehicular and pedestrian grade crossings for abutting landowners licensed by the Bureau. This work may include drainage, ditching, curbing, paving, fencing, gates, signage, retaining walls and any other work required by the Final Plans and POW for the Rail-Trail. The Permittee shall not interfere with the use of any existing licensed crossings during construction of the Rail-Trail. ~~A The Permittee shall request and be provided a list of licensed crossings is included as Attachment X in the area of proposed trail improvements.~~

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3.11 The Permittee and its Contractor shall protect and leave undisturbed all underground and overhead utilities on the Corridor during Rail-Trail construction. ~~At the time of construction the Permittee shall request and be provided a list of known all underground and overhead utilities on the Corridor is included as Attachment Y by the Department.~~

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3.12 Upon completion of any construction of work requested, authorized, managed by or under the direction of the Permittee, the Permittee shall provide the Bureau with a complete set of as-built plans.

4. Indemnification and Insurance

NOTE: Please be advised that this section and the requested changes has not yet been reviewed by the NH Attorney General's Office and we suggest the original wording be reviewed and considered. This wording can be found at the conclusion of the document in the "Clipboard" section.

4.1 *The Department and Permittee agree that they both have interests in the Rail Trail through ownership of property, management responsibility and the ability to use the Rail Trail for its lawful purposes. Both the Permittee and the Department shall provide for their respective liabilities by the issuance of insurance or pooled risk management coverages that will protect their interests in the same manner as they currently provide for other respective duties for similar facilities and similar potential losses. All insurance or pooled risk management policies shall list both the Permittee and the Department as additionally insured.*

4.2 *Workers' Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statutes and Administrative Regulations that covers both the Department and Permittee employees, their contractors, licensees, lessees and assigns shall be provided by both the Department and the Permittee at their respective expense.*

4.3 *Comprehensive automobile liability insurance or pooled risk management coverage covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage: \$1,000,000 combined single limit shall be provided by both the Department and Permittee at their respective expense.*

4.4 *In addition, the Permittee, the Department, their contractors, licensees, lessees or assigns shall pay the premiums on a policy or policies of insurance covering the following during construction: Commercial General Liability or Pooled Risk Management Coverage of \$2,000,000 each occurrence with the Department and the Permittee being named additionally insured.*

4.5 *The Department and the Permittee further agree to obtain and keep in force after construction, for the life of the Rail Trail, a policy of insurance or pooled risk management coverage covering the Rail Trail, providing Comprehensive General Liability and Comprehensive Personal Liability with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage for bodily injury and property damage with the Department and Permittee listed as additionally insured in their respective policies.*

4.6 *The Permittee shall provide to the Department and the Department shall provide to the Permittee annually and maintain in force a certificate of insurance or coverage respectfully demonstrating that their required coverages have been obtained.*

5. Bonding

5.1 For any construction undertaken by the Permittee, the Permittee shall post with the Bureau proof of a Performance Bond for the total cost of the Permittee's Rail-Trail construction contract prior to the beginning of any construction work. The Bond must be held in force for a period of 6 months after the Permittee receives written notification from the Bureau of the acceptable completion of the work proposed in the Final Plans and the Scope of Work, in the judgment of the Bureau.

6. Term

6.1 There is no expiration date for this Agreement. However, the Parties may terminate this Agreement as specified in Section 7 for default. If the area occupied by the Rail-Trail is needed by the Department for additional rail lines or services, or for other future transportation needs, then this Agreement may be cancelled as per Section 7.3.

7. Default and Removal

7.1 Failure of the Permittee or its Contractor to abide by all construction requirements in this Agreement shall result in the Bureau issuing a notice to the Permittee to suspend all construction work immediately until the Event of Default is resolved.

7.2 Failure of the Permittee to comply with any of the above-specified covenants shall authorize the Department to close the Rail-Trail after fourteen (14) days written notice to Permittee. The Rail-Trail will remain closed until all provisions of this Agreement are met and the Event of Default is resolved. The Bureau may direct the Permittee to close the Rail-Trail at their sole expense including installation of physical barricades at public access points and installation of appropriate signage such as "Rail-Trail Closed" or "No Trespassing."

7.3 The State has the right to revoke this Rail-Trail Agreement at any time upon one hundred eighty (180) days' written notice to the Permittee to cease use of the Rail Trail. ~~In recognition of the investment by the Permittee in constructing and maintaining the Rail Trail, if this clause is triggered the Department shall reimburse the Permittee for the unamortized value of any municipal investment in the Rail Trail.~~

7.4 In the event of the Permittee's breach of any of the provisions of the Agreement, the Permittee shall compensate the Department for its damages, including all consequential damages which arise out of the breach, and attorney's fees and costs incurred in connection with undertaking such an action.

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8. Non-Assignment and Amendment; No Third Party Beneficiaries

- 8.1 This Agreement may not be assigned or transferred. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the Parties hereto.
- 8.2 This Agreement may be amended only by an instrument in writing, signed by the Parties hereto, with the NH Attorney General's Office being the final signatory.
- 8.3 Nothing herein is intended to create any third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Rail-Trail Agreement in triplicate, the day and year first written above.

Witness

PERMITTEE:
TOWN OF NORTH HAMPTON

Town Manager

Witness

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Commissioner

This Rail-Trail Agreement has been reviewed by this Office and has been approved as to form and execution on _____, 2017.

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

ATTACHMENT LIST

• B&M Valuation Map(s) for corridor segments described herein

NHDOT: Updated 02/20/18

Annotations Through 11/27/18

Page 8 of 11

- ~~List of all "licensees and assigns" of the Department~~
 - ~~List of known underground and overhead utilities~~
 - ~~List with locations of all landowners with crossings currently licensed by the railroad~~
 - ~~Sample Temporary Use Agreement~~
 - ~~Sample Prosecution of Work~~
 - ~~(Eventually) Signage Plan~~
-

DRAFT

CLIPBOARD

NHDOT ORIGINAL WORDING FOR SECTION 2.1

~~2.1 The Permittee shall limit motorized use of the Rail Trail in accordance with Title 23 USC Chapter 2 Section 217 "Bicycle Transportation & Pedestrian Walkways" Subsection (h) "Use of Motorized Vehicles", or as amended.~~

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Federal Code reference from Section 3.1

~~Title 23 USC Chapter 2 Section 217 "Bicycle Transportation & Pedestrian Walkways" (h) Use of Motorized Vehicles. — Motorized vehicles may not be permitted on trails and pedestrian walkways under this section, except for—~~
~~(1) maintenance purposes;~~
~~(2) when snow conditions and State or local regulations permit, snowmobiles;~~
~~(3) motorized wheelchairs;~~
~~(4) when State or local regulations permit, electric bicycles; and~~
~~(5) such other circumstances as the Secretary deems appropriate~~

DRAFT

CLIPBOARD

ALTERNATE WORDING FOR SECTION 4 – INSURANCE & INDEMNIFICATION

4.1 —

(Note: Strike this opening clause. Providing safe accommodation for people walking and bicycling is very much within the scope of the Department's duties to the public per FHWA. Further the State Rail Trail Plan declares a State interest in facilitating rail trail development.)

The Permittee acknowledges that the installation and use of the Rail-Trail may expose the State to additional liability to which it would not otherwise be exposed. Accordingly, the Permittee agrees that it shall not hold the State liable for injury or death of the Permittee or agent of Permittee or for loss or destruction of or damage to any property of the Permittee or any agent of the Permittee while upon, or about, or in the use of the Rail-Trail. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement. In addition, the Permittee or its Contractor shall pay the premiums on a policy or policies of insurance covering the following during the Rail-Trail construction activities proposed by the Permittee, designating the State of New Hampshire as an additional insured:

- 4.1.1 Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute
- 4.1.2 Comprehensive automobile liability insurance or pooled risk management coverage covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage: \$500,000.00 combined single limit.

In addition, the Permittee or its Contractor shall pay the premiums on a policy or policies of insurance covering the following during the construction of said Rail Trail, designating the State as an additional covered party:

- 4.1.3 Commercial General Liability or Pooled Risk Management Coverage: \$2,000,000.00 each occurrence
- 4.2 The Permittee further agrees to obtain and keep in force after construction, for the life of the Rail-Trail, a policy or policies of insurance or pooled risk management coverage covering said Rail-Trail, providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum of one million (\$1,000,000.00) dollars per occurrence/two million (\$2,000,000.00) dollars aggregate covering bodily injury and property damage.
- 4.3 The Permittee shall provide to the Department annually and maintain in force a certificate of insurance or coverage respectively demonstrating that their required coverage has been obtained. Such insurance or coverage is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity. Failure to comply with the terms of this Section 4 shall constitute an Event of Default as provided in Section 7.

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NHDOT DRAFT 12/20/18

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
&
TOWN OF NORTH HAMPTON
RAIL TRAIL AGREEMENT

(Note: This version of the Agreement would apply to Hampton, North Hampton, Rye, Greenland and Portsmouth where initial trail construction will be undertaken as part of CMAQ project Hampton-Portsmouth 26485.

This Agreement (“Agreement”) is between the State of New Hampshire, by and through the New Hampshire Department of Transportation (the “Department”) Bureau of Rail and Transit (“Bureau”), and the Town of North Hampton, a municipal corporation, 223 Atlantic Avenue, North Hampton, NH (“Permittee”).

WHEREAS, the Department is the owner of a railroad corridor in the Town of North Hampton, County of Rockingham, State of New Hampshire; and is the sponsor of a Federal Congestion Mitigation Air Quality Program (CMAQ) grant project (Hampton-Portsmouth 26485) to construct trail on a portion of that railroad corridor in Hampton, North Hampton, Rye, Greenland and Portsmouth;

WHEREAS, the Department proposes that the Permittee manage and maintain the public Rail-Trail to be constructed by the Department under the above-mentioned CMAQ project that will serve non-motorized transportation and recreational purposes, along and across the Hampton Branch Railroad corridor right of way, from the Hampton, New Hampshire municipal boundary on the south, to the Greenland, New Hampshire municipal boundary to the north. The limits of the Rail-Trail to be constructed by NHDOT in North Hampton under the CMAQ grant are described more particularly as follows:

A strip of land running along the Hampton Branch Corridor from a point designated approximately as Engineering Station 2524+50 +/- on Valuation Plan V3NH/46 to a point designated as approximately Engineering Station 2687+55 +/- on Valuation Plan V3NH/49 hereinafter referred to as the “Corridor”.

WHEREAS, the Permittee may in the future propose to plan, design, construct, and maintain further improvements to said public Rail Trail;

WHEREAS, the Rail Trail development proposed here is part of a collaborative effort of seven New Hampshire municipalities, the New Hampshire Department of Transportation, Rockingham Planning Commission and other local and regional non-profit organizations to develop the New Hampshire Seacoast Greenway (NHSG). The NHSG is New Hampshire’s portion of the East Coast Greenway, a non-motorized trail planned to extend 3000 miles from Calais Maine to Key West Florida connecting fifteen states. The trail is acknowledged by all the above listed parties to provide a transportation benefit to the traveling public as well as recreation and economic benefits to the corridor communities and the State as a whole.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all the covenants as set forth below, the Department grants to the Permittee responsibility to manage and maintain the Department-constructed Rail Trail. Further, if jointly desired by the Permittee and the Department, the Department grants the Permittee permission to plan, design, construct, manage and maintain potential future improvements to the Rail Trail subject to the covenants set forth below.

1. General Overview

- 1.1 For the portion of the strip of land from approximate Engineering Station 2436+50 +/- on Valuation Plan V3NH/44 in Hampton to approximately Engineering Station 2943+40 +/- on Valuation Plan V3NH/54 in Portsmouth the Department will design and construct a rail trail as provided for under the scope of the CMAQ-funded project Hampton-Portsmouth (26485) hereinafter referred to as the "Phase I Rail Trail".

Should the Permittee choose to plan and develop future improvements to the Rail Trail, Permittee agrees that it is responsible for securing federal, private sector, municipal or other funding required to construct said improvement. It is anticipated that the Permittee and other corridor municipalities will jointly apply for Federal and/or private sector funding to construct the balance of the proposed New Hampshire Seacoast Greenway Rail Trail from the Massachusetts border to the southern terminus of Phase I in Hampton.

The Permittee agrees that it is responsible to manage, maintain, and repair the Rail-Trail constructed by the Department, as described in Section 2. Should the Permittee choose to construct further trail improvements its responsibilities for planning, design, construction, management and maintenance of the resulting improvements are described in Section 3.

- 1.2 In the event that the State of New Hampshire or Department determines that the Corridor is needed for railroad or other transportation purposes, and a Rail-with-Trail design for the Corridor is determined infeasible, the Department retains the right to require the closure of the Rail-Trail.
- 1.3 Subject to the provisions of this Agreement, the Permittee shall be the legal occupant of the Rail-Trail, having concurrent authority with the Department to control access to the Rail-Trail for special Town events, such as volunteer clean-up days, walking and running events and comparable uses. The Bureau will consider approving other uses that are generally consistent with the corridor's intended use as a public trail upon the request of the Permittee.

2. Rail-Trail Maintenance & Operation

- 2.1 The Permittee shall limit motorized use of the Rail-Trail in accordance with Title 23 USC Chapter 2 Section 217 "Bicycle Transportation & Pedestrian Walkways" Subsection (h) "Use of Motorized Vehicles", or as amended.
- 2.2 The Permittee shall be responsible for the management and operation of the Rail-Trail, including enforcement of rules governing its use. The Permittee must obtain the written approval of the Bureau for said rules, which shall not violate other terms and conditions of the Agreement. Obligations required of the Permittee regarding management, maintenance, and operations shall only be applicable to areas on the Rail-Trail which have improvements approved by the Department (as required herein), where the Rail-Trail is under construction, or where the Rail-Trail has been constructed.
- 2.3 The Department will be responsible for the maintenance of all state-maintained paved surfaces of public grade crossings as well as maintenance of all state-maintained overpasses and other state-maintained structures that are an integral part of the State-maintained highway system.

- 2.4 The Permittee shall be responsible for the routine maintenance of all existing and new drainage, culverts, ditches, walls, crossings, bridges and other structures that are integral to the long-term preservation of the Corridor and safe operation of the Rail-Trail.

Routine Trail Maintenance shall include:

- Trail surfacing (i.e. rutting & re-grading)
- Weed & brush control
- Cleaning ditches
- Unblocking & maintaining culverts
- Cleaning graffiti
- Trail signage
- Trash & debris removal

(Note: routine maintenance is defined in accordance with FHWA guidance.)

- 2.5 The Permittee shall protect and leave undisturbed all underground and overhead utilities on the Corridor after Rail-Trail construction, including new utility lines authorized by the Department.
- 2.6 The Permittee shall be responsible for the clearing of all downed trees across the Rail-Trail. All cleared trees shall be removed from Department property and disposed of off-site, except with written approval from the Bureau.
- 2.7 If drainage, runoff or any other problems caused by the presence of Rail-Trail improvements constructed by the Permittee are encountered after the Rail-Trail is complete, the Permittee shall, at its expense, make all repairs and alterations, including the payment of all Bureau costs required by the Bureau. The Permittee, with written approval from the Bureau of Rail & Transit, may install new drainage systems entering the Rail Trail from abutting properties to prevent flooding and washouts in the Corridor.
- 2.8 The Department retains the authority to approve additional utility services of all kinds to cross over, under and within the Corridor. The Department will notify the Permittee as to any such new utility easements on the Rail Trail. In the event the Department approves additional utility services that disturb the Rail-Trail, the Department shall stipulate in any utility agreement(s) that the utility shall restore all trail facilities disturbed during utility construction to their original condition. At the request of the Permittee, the Department will share copies of associated plans or as-builts resulting from the installation of additional utility services.
- 2.9 The Permittee shall obtain and install, at its expense, all signage along the Rail-Trail as shown on a Signage Plan to be developed by the Permittee. The initial Signage Plan and any subsequent revisions to the Plan shall be submitted by the Permittee to the Bureau for approval prior to installation. Any revenue generated through sponsorship of mile marker signage along the Rail-Trail shall be paid to the Department and shall be appropriately apportioned to communities along the Rail-Trail.

3. Rail-Trail Construction

Should the Permittee choose in the future to construct trail improvements as described above, its responsibilities for planning, design and construction of such trail improvements include the following:

- 3.1 The Permittee agrees that all work requested, authorized or managed by or under the direction of the Permittee on the construction, maintenance, repair and reconstruction of said Rail-Trail shall be performed at a time and under conditions acceptable to the Bureau. The Permittee shall submit construction plans for approval to the Bureau prior to construction. The Bureau shall, during the design phase, prepare a sample preliminary Prosecution of Work (POW) for the project.
- 3.2 The Permittee is solely responsible for its own equipment, contractors, and personnel along the Department-owned Corridor, including the cost of all on-site inspectors or other representatives of the Department.
- 3.3 At no time shall any work interfere with uses of the property by the Department, its lessees or assigns.
- 3.4 The Permittee is required to obtain, before construction activities proposed by the Permittee may begin, any and all other permissions, permits, easements and licenses required for said Rail-Trail by any federal, state, county, or local governments, and their agencies or boards, or any other political subdivision thereof.
- 3.5 The Permittee must submit plans for Rail-Trail construction proposed by the Permittee to the Bureau for review and approval. After the plans are approved by the Bureau ("Final Plans"), the Bureau will prepare a draft Temporary Use Agreement (TUA) with a POW that the Permittee may include in their bid documents during the contractor selection process. The TUA and POW will be executed between the Bureau and the Contractor and the Contractor may not begin work until this is fully executed.
- 3.6 The Permittee's Contractor selected to perform work along the Corridor must obtain a Temporary Use Agreement (TUA) and a final POW from the Bureau at the prevailing rate in effect at the time, and must provide evidence of required insurance coverage as specified in Section 4 prior to beginning any work on this project. There will be an additional charge for renewal of the contractor's Temporary Use Agreement if work goes beyond one (1) year.
- 3.7 The Permittee and its Contractor must abide by the Final Plans and POW during all phases of Rail-Trail construction proposed by the Permittee. The Permittee shall manage and enforce the approved TUA and POW. Failure to do so will be considered an Event of Default under the terms of Section 7.
- 3.8 The Permittee must notify the Bureau a minimum of seven (7) days prior to the Permittee or the Permittee's Contractor beginning any work on the Rail- Trail construction.
- 3.9 Disposal of railroad ties on the 9.6 mile corridor segment between Hampton and Portsmouth described in Section 1.1 is the responsibility of the Department per the scope of the approved CMAQ project for that portion of the corridor.
- 3.10 For construction of future trail improvements proposed by the Permittee, the Permittee shall construct, at its expense, all improvements required at existing public or private vehicular and pedestrian grade crossings for abutting landowners licensed by the Bureau. This work may include drainage, ditching, curbing, paving, fencing,

gates, signage, retaining walls and any other work required by the Final Plans and POW for the Rail-Trail. The Permittee shall not interfere with the use of any existing licensed crossings during construction of the Rail-Trail. The Permittee shall request and be provided a list of licensed crossings in the area of proposed trail improvements.

3.11 The Permittee and its Contractor shall protect and leave undisturbed all underground and overhead utilities on the Corridor during Rail-Trail construction. At the time of construction the Permittee shall request and be provided a list of all underground and overhead utilities by the Department.

3.12 Upon completion of any construction of work requested, authorized, managed by or under the direction of the Permittee, the Permittee shall provide the Bureau with a complete set of as-built plans.

4. Indemnification and Insurance

NOTE: Please be advised that this section and the requested changes has not yet been reviewed by the NH Attorney General's Office and we suggest the original wording be reviewed and considered. This wording can be found at the conclusion of the document in the "Clipboard" section.

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6. Term

6.1 There is no expiration date for this Agreement. However, the Parties may terminate this Agreement as specified in Section 7 for default. If the area occupied by the Rail-Trail is needed by the Department for additional rail lines or services, or for other future transportation needs, then this Agreement may be cancelled as per Section 7.3.

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Parties hereto, with the NH Attorney General's Office being the final signatory.

8.3 Nothing herein is intended to create any third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Rail-Trail Agreement in triplicate, the day and year first written above.

Witness

Witness

PERMITTEE:
TOWN OF NORTH HAMPTON

Town Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Commissioner

This Rail-Trail Agreement has been reviewed by this Office and has been approved as to form and execution on _____, 2017.

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

CLIPBOARD

ALTERNATE WORDING FOR SECTION 4 – INSURANCE & INDEMNIFICATION

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Resolution to Support Centennial Hall

PETITION TO THE BOARD OF SELECTMEN TO INSERT A WARRANT ARTICLE

We, the undersigned registered voters of the Town of North Hampton request you to insert in the warrant for the 2019 Town Meeting, the following article:

Shall the Town support continuing renovation of the historic Centennial Hall as a community center for the benefit of residents of North Hampton by supplementing the recent grant received from the New Hampshire Land and Community Heritage Investment Program (LCHIP) by voting to raise and appropriate the sum of \$50,000. Such funds shall be consistent with the LCHIP REVENUE USES for renovation.

JAN 08 2019

Name	Signature	Address	Email
1. LAURA V. ETELA	<i>Laura V. Etela</i>	75 EXETER RD	<i>getelacool.com</i>
2. DONNA M ETELA	<i>Donna M Etela</i>	75 EXETER RD	<i>getelacool.com</i>
3. ROBERT S. WATKINS	<i>Robert S. Watkins</i>	7 SPENCE MSW. DR	
4. Jim Maggioro	<i>Jim Maggioro</i>	17a Hobbs Rd	<i>mjmaggioro@comcast.net</i>
5. Phillip E. Wilson	<i>Phillip E Wilson</i>	9 Rummymede Dr.	<i>phillipwilson@comcast.net</i>
6. Timothy Harned	<i>Timothy Harned</i>	66 Lovings Rd	
7. D. DUNDY	<i>D. DUNDY</i>	129 MILL	<i>dandundy@yahoo</i>
8. Valerie Gamache	<i>Valerie Gamache</i>	102 ATTENTIC AVE	
9. DAVID FARRELL	<i>David Farrell</i>	21 KIMBERLY DR.	
10. Kathy Grant	<i>Kathy Grant</i>	66 Lovings Rd	<i>kathy@theygrants.com</i>
11. Dieter Ebert	<i>Dieter Ebert</i>	12 Cecor rd	<i>dieter.ebert@gmail.com</i>

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- | Name | Signature | Address | Email |
|--------------------------|------------------------------|------------------|----------------------------|
| 1. Patricia R. DeStefano | <i>Patricia R. DeStefano</i> | 180 Post Road | puatstink@gmail.com |
| 2. Anderson N. Jorjani | <i>Anderson N. Jorjani</i> | 120 Post Rd | AVORJANI@GMAIL.COM |
| 3. Jared LeClaire | <i>Jared LeClaire</i> | 227 Atlantic Ave | Jared.LeClaire@comcast.net |
| 4. Victoria Moring | <i>Victoria Moring</i> | 5 North Rd | V.Loening@yahoo.com |
| 5. Mike C. Woodworth | <i>Mike C. Woodworth</i> | 45 South Rd | SeacoastflashH@gmail.com |
| 6. Lisa J. Wilson | <i>Lisa J. Wilson</i> | 9 Rummynolds Dr | lisa.wilson@comcast.net |
| 7. Frank P. Anderson | <i>Frank P. Anderson</i> | 2 Bouchard Ln | farudi@comcast.net |
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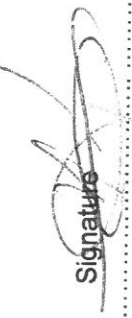

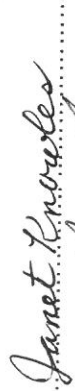


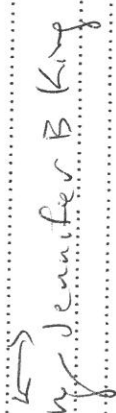

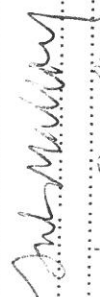

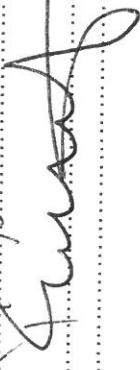
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Resolution to Support Centennial Hall

PETITION TO THE BOARD OF SELECTMEN TO INSERT A WARRANT ARTICLE

We, the undersigned registered voters of the Town of North Hampton request you to insert in the warrant for the 2019 Town Meeting, the following article:

Shall the Town support continuing renovation of the historic Centennial Hall as a community center for the benefit of residents of North Hampton by supplementing the recent grant received from the New Hampshire Land and Community Heritage Investment Program (LCHIP) by voting to raise and appropriate the sum of \$50,000. Such funds shall be consistent with the LCHIP approved uses for renovation.

- | Name | Signature | Address | Email |
|-----------------------|---|---|----------------------|
| 1. EVA EALIN |  | 74 POST RD North Hampton, NH 03862 | ee@skoor@comcast.net |
| 2. LEE BRACKS |  | 74 POST RD " " | " " |
| 3. Janet Knowles |  | 8 Woodknoll Drive North Hampton, NH 03862 | |
| 4. William Knowles |  | 8 Woodknoll Dr. North Hampton NH 03862 | |
| 5. SCOTT KNOWLES |  | 8 WOODKNOLL DR NORTH HAMPTON NH 03862 | |
| 6. Jennifer B King |  | 39 Hobbs Rd N. Hampton | King.jen@comcast.net |
| 7. Christina Kenneway |  | 39 Hobbs Rd. N. Hampton | ckenneway@gmail.com |
| 8. Julie Malloy |  | 76 Post Road North Hampton | julesmal@comcast.net |
| 9. Nancy Jane Luff |  | 181 Post Rd North Hampton | luff5ve@comcast.net |
| 10. RICHARD LUFF |  | 181 Post Rd North Hampton | " " |

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JAN 07 2019

December 2018

A citizen's petition in support of contributing to the Library Capital Reserve Fund in North Hampton

On petition with at least 25 other registered voters of the Town of North Hampton will see if the town will vote:

- to raise and appropriate the sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) to be placed in the Library Capital Reserve Fund established in March 2006 for the planning and construction of a library addition/renovation or new building. This sum to come from unassigned fund balance. Approval of this article will have no effect on the tax rate.

To serve the common good of our community, it is necessary to continue contributing to our Library Capital Reserve Fund. Prudent saving over time will allow us to save for our community's quality of life needs while ensuring that the needs do not compete with public safety monies.

Our library services give back to us, make all our lives better, and unify us as a community of informed citizenry.

Signature _____ Printed Name _____ Address _____

Susan Leonardi Susan Leonardi 10 Birch Road.

RECEIVED

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Signature	Printed Name	Address
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<i>Martorie Schreier</i>	MARTORIE SCHREIER	94B Atlantic
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<i>Bruce E. Dow</i>	Bruce E. Dow	104 Woodland Rd.
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<i>Rita M. Dow</i>	RITA M. Dow	104 Woodland RD.
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<i>Wayne & Elliot</i>	WAYNE & ELLIOT	106 Woodland RD
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<i>Betty & Elliot</i>	Betty & Elliot	106 Woodland Rd.
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<i>Carolyn Vinica</i>	CAROLYN VINICA	99 Hill Rd
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<i>Jill Brandt</i>	Jill F. Brandt	219 Atlantic Ave.
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<i>Michele S. Peckham</i>	Michele Peckham	87 ATLANTIC AVE NORTH HAMPTON NH 03862
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<i>Geraldine S. Inalls</i>	GERALDINE S. INALLS	92 ATLANTIC
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JAN 07 2019

December 2018

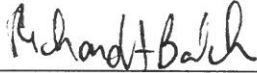




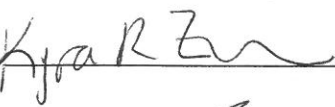



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Signature	Printed Name	Address
	Richard A. Balch	5 Beau Monde Dr
	Kearstin J. McNamara	15 Winnicut Rd. N. Hampton
	Shawn McNamara	15 Winnicut Rd. N. Hampton
	ANNE POPE	3 STEVENS RD
	Cindy Connelley	3 Stevens RD
	Kira R Zorn	7 Winnicut Rd
	Lori M. Gerry	143 Post Rd.
	DENNIS M. Gerry	143 Post Rd.
	Mark Leonard	10 Birch Rd

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JAN 07 2019

Signature

Printed Name

Address

[Handwritten Signature] Jennifer Taylor 31 Squier Dr., North Hampton

[Handwritten Signature] Alison Taylor 31 Squier Dr. N. Hampton NH

[Handwritten Signature] DEAN TAYLOR 31 SQUIER DR. NH

Susan Leonardi Susan Leonardi 10 Birch Road

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JAN 07 2019

December 2018

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Signature _____ Printed Name _____ Address _____

George Chauncey George CHAUNCEY 28 Hobbs Rd

Adella Chauncey Adella CHAUNCEY 28 HOBBS RD.

Francis A. Ferraro FRANCIS A. FERRARO 55 Post Rd

Gail E Ferraro Gail E Ferraro 55 Post Road

Laurel J Pohl LAUREL J. POHL 100 NORTH ROAD

William Parc William Parc 100 North Rd

Richard Ross Richard Ross 14 Hobbs Rd

Nancy Wright-Ross NANCY WRIGHT-ROSS 14 Hobbs Rd

Paul Marquis PAUL MARQUIS 24 HOBBS RD

RECEIVED

JAN 07 2019

Signature

Printed Name

Address

Ann Marguis Ann Marguis 24 Hobbs Rd

Delores J. Chase Delores J. Chase 32 Pine Road

George Chase GEORGE CHASE 32 PINE ROAD

Wallace Kilgore WALLACE KILGORE 220 ATLANTIC AVE

Kathleen M Kilgore Kathleen M Kilgore 220 Atlantic Ave



State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Robert L. Quinn, Assistant Commissioner

Richard C. Bailey, Jr., Assistant Commissioner

Homeland Security and Emergency Management

Perry E. Plummer, Director

Jennifer L. Harper, Assistant Director



December 31, 2018

North Hampton, Town of
233 Atlantic Ave
North Hampton, NH 03862

On June 8, 2018 FEMA declared a Major Disaster (FEMA-4370-DR-NH) for the State of New Hampshire due to Severe Storm and Flooding which occurred on March 2-8, 2018. This authorized the Public Assistance Grant Program (CFDA # 97.036) for eligible applicants within Rockingham county. The Town of North Hampton currently has one project under this disaster that has been deemed eligible for reimbursement. A check or direct deposit to your financial account will be sent *separately* for **\$4,461.75**, representing the federal share of the total approved eligible costs of your awarded projects.

Included in this correspondence are the following documents for your files:

- **Award Summary Sheet**
- **Project Report:**
 - **PW 8 – Grants Portal Project 63530**

Click the link(s) below to complete additional required documentation.

- [Project Certification and Completion Report](#)

If there are any questions, please contact Fallon Reed, State Coordinating Officer, for assistance at (603) 223-3628 or fallon.reed@dos.nh.gov. All correspondence should be directed to this office.

Sincerely,

Perry E. Plummer
Director



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD

DRAFT MINUTES

MONDAY, DECEMBER 10, 2018
EXECUTIVE CONFERENCE ROOM
233 ATLANTIC AVENUE
5:30 O'CLOCK P.M.

NON-PUBLIC SESSION I: 5:31 O'CLOCK P.M.
EXECUTIVE CONFERENCE ROOM
TOWN ADMINISTRATIVE OFFICE
233 ATLANTIC AVENUE

NON-PUBLIC SESSION II: 6:00 O'CLOCK P.M.
EXECUTIVE CONFERENCE ROOM
TOWN ADMINISTRATIVE OFFICE
233 ATLANTIC AVENUE

NON-PUBLIC SESSION III: 6:15 O'CLOCK P.M.
EXECUTIVE CONFERENCE ROOM
TOWN ADMINISTRATIVE OFFICE
233 ATLANTIC AVENUE

1. 5:30 p.m. Call to Order by the Chair
2. 5:31 p.m. Non-Public Session I Pursuant to RSA 91-A:3, II (a,c)
3. 6:00 p.m. Non-Public Session II Pursuant to RSA 91-A:3, II (a,c)
4. 6:15 p.m. Non-Public Session III Pursuant to RSA 91-A:3, II (d)
5. 6:55 p.m. Return to Regular Session and Recess to Town Hall, 231 Atlantic Avenue
6. 7:00 p.m. Reconvening of Public Session at Town Hall and Pledge of Allegiance

Chair Maggiore called the public session to order at 7:15PM. Those in attendance were Selectman Miller, Selectwoman Kilgore and Town Administrator Kaenrath.

Chair Maggiore stated the swearing in of the new employees would be moved up on the agenda before the first public comment session.

44 Chair Maggiore stated the board had come from three non-public sessions. He stated in the first non-public
45 session there were two motions made and, in those motions, since they were approved the Town
46 Administrator will act upon the intent of those motions.

47
48 Chair Maggiore stated a unanimous motion was made in the second non-public session for a new hire in the
49 fire department. He further stated there were no intention to seal the minutes.

50
51 **Motion by Selectwoman Kilgore to seal the meeting minutes for Non-Public Sessions I and II for**
52 **December 10. Seconded by Selectman Miller. Motion carries 3-0.**

53
54 Chair Maggiore stated in the third non-public session there was no intent to seal the minutes. He further
55 asked Selectman Miller to comment regarding the potential of purchasing land for a new library.

56
57 Selectman Miller stated a piece of property across the street from the fire station had recently become
58 available under the right terms and at a good price. He further stated it would be the least cost to the town as
59 once the library is moved, the town offices could then move into the library and it would be repurposing the
60 space that the town already owns. Selectman Miller stated the North Hampton Public Library Trustees have
61 shown an interest and it would be a start to "get the log jam broken."

62
63 Selectman Miller stated there would be a North Hampton Public Library Trustee meeting on December 12,
64 2018 at 6:30PM whereby the plan for purchasing the property will be discussed.

65
66 Chair Maggiore led the Pledge of Allegiance.

67
68 **7. First Public Comment Session**

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

75
76 Craig Salomon, Woodland Road spoke as Vice Chair of the "Step Up" group asking for civility and respect
77 among all. He further stated the purpose of "Step Up" has always been to educate and inform the residents
78 of the town, and to provide accurate information.

79
80 Mr. Salomon stated that "Step Up" is not a political action committee and the definition can be found in RSA
81 664.

82
83 **8. Consent Calendar**

- 84 8.1 Payroll Manifest of 11/29/2018 in the amount of \$65,583.04
85 8.2 Payroll Manifest of 12/06/2018 in the amount of \$96,822.96
86 8.3 Accounts Payable Manifest of 11/29/2018 in the amount of \$2,310.898.21

87
88 **Motion by Selectwoman Kilgore to accept the Consent Calendar as presented in the Select Board**
89 **packet for December 10, 2018. Seconded by Selectman Miller. Motion carries 3-0.**

90
91 **9. Correspondence**

92 No items
93

- 94 **10. Committee Updates**
95 10.1 Economic Development Committee
96 10.2 Heritage Commission
97 10.3 Water Commission
98 10.4 Budget Committee

99 Selectman Miller stated at the last Budget Committee meeting, a vote was taken to approve the town budget
100 with a few minor changes.

101
102 **11. Report of the Town Administrator**

103 11.1 General Report
104 Selectwoman Kilgore asked about the child car seat program and asked if the town could partner with another
105 town that has a certified technician on staff.

106
107 Chief Tully stated the fire department lost their funding for the car seat program due to budget cuts. He
108 further stated it would cost 40 hours in overtime to have an employee certified. Chief Tully went on to state
109 the town partners with the Town of Rye and would never leave a resident without a way to have their car seat
110 installed properly.

111
112 Selectwoman Kilgore stated it has been over a month since there had been an update from Channel 22 and
113 asked to have it added to the last meeting in January's agenda.

114
115 Selectwoman Kilgore asked about Comcast negotiations and whether the board felt the Cable Committee
116 should be reconstituted and look at the contract. She further stated she heard from businesses during
117 Economic Development Committee meetings that the service provided from Comcast has outdated
118 technology, high costs and lack of customer service.

119
120 The Select Board agreed the Cable Committee should be given the contract for review.

121
122 Selectwoman Kilgore asked if there were any updates on street light replacement that was talked about at the
123 October 11 meeting. Town Administrator Kaenrath stated it is currently in the process and he checks in with
124 Eversource once a week to see what the town's status is.

125
126 Selectwoman Kilgore reminded the board about a 91-A orientation program for new board members and
127 didn't want to forget this important workshop. The board stated a good time after the March election for this
128 would be in April.

129
130 **12. Items Left on the Table**

131 No items
132

133 **13. New Business**

134 13.1 Swearing in of Firefighter/Paramedic Maryssa Goodrich
135

136 Deputy Chief Jason Lajoie introduced Firefighter/Paramedic Maryssa Goodrich. He stated she is a highly
137 skilled paramedic and welcomed her to North Hampton.

138
139 Town Administrator Kaenrath administered the oath of office to Firefighter/Paramedic Goodrich.

140
141 13.2 Swearing in of Police Officer Megan McBride
142

143 Chief Mone introduced Police Office Megan McBride and stated Megan will be attending the 178th Class at
144 the New Hampshire Police Academy.

145
146 Town Administrator Kaenrath administered the oath of office to Officer McBride.
147

148 13.3 Discussion of Keno on the Town Warrant
149 The board asked Chief Mone to speak to this issue.

150
151 Chief Mone stated there are 12 establishments in North Hampton eligible for Keno. She stated the New
152 Hampshire Chiefs of Police Association has not taken a stance on Keno, and she does not see any public
153 safety issues that would concern her.

154
155 The Select Board asked for resident feed back and to reach out to the Town Administrator with any questions
156 or concerns.

157
158 13.4 Appointments to the Recreation Commission
159 Town Administrator Kaenrath stated the appointments before the board were to get the commission back on
160 track and renewals in March will include the staggered expiration dates.

161
162 **Selectman Miller made a motion to appoint Liam Needham, Tamara Sullivan, Danielle Strater and**
163 **Dale Rochford with terms to expire in March 2019. Seconded by Selectwoman Kilgore. Motion carries**
164 **3-0.**

165
166 **14. Minutes of Prior Meetings**

167 14.1 Approval of November 26, 2018 Regular Meeting Minutes
168 **Motion by Selectwoman Kilgore to approve the November 26, 2018 regular meeting minutes with the**
169 **proposed amendments. Seconded by Selectman Miller. Motion carries 3-0.**

170
171 14.2 Approval of November 26, 2018 Non-Public Sessions I & II Minutes
172 **Motion by Selectwoman Kilgore to approve the November 26, 2018 non-public minutes of Session I.**
173 **Seconded by Selectman Miller. Motion carries 3-0.**

174
175 14.3 Approval of October 22, 2018 Non-Public Session Minutes
176 **Motion by Selectwoman Kilgore to approve the October 22, 2018 non-public minutes. Seconded by**
177 **Selectman Miller. Motion carries 3-0.**

178
179 **Motion by Selectwoman Kilgore to unseal the non-public minutes of October 22, 2018. Seconded by**
180 **Selectman Miller. Motion carries 3-0.**

181
182 14.4 Approval of September 13, 2017 Non-Public Session Minutes

183 14.5 Approval of September 25, 2017 Non-Public Session Minutes I, II & III

184
185 Chair Maggiore stated the minutes from September 23 and 25, 2017 have not been located at this time.

186
187 **15. Any Other Item that may legally come before the Board**

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

190
191 Selectwoman Kilgore announced that Centennial Hall had received a matching LHCIP grant in the amount
192 of \$200,000 to help with restoration of phase I of the ballroom on the second floor.

193
194 Selectwoman Kilgore asked to have the NHMA's SB2 town calendar available on the town website calendar.

195
196 Selectwoman Kilgore asked to have the school board meetings published on the town website calendar. Chair
197 Maggiore stated he did not think it was a good idea and worried about the risk of giving out the wrong
198 information. Selectwoman Kilgore stated the town publishes the library trustee meetings and that she has
199 heard from residents that they would like a central location to look for all town meetings.

200
201 **16. Second Public Comment Session**

202 See Item 7, above

203

204 **17. Adjournment**

205 Meeting adjourned at 8:35 PM.

206 Respectfully,

207

208 Janet L. Facella

209

210

211

DRAFT



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE

SELECT BOARD WORKSHOP DRAFT MINUTES

DECEMBER 19, 2018 5:30 PM
NORTH HAMPTON TOWN HALL
231 ATLANTIC AVENUE
NORTH HAMPTON, NEW HAMPSHIRE

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10
11 **1. Call to Order**

12 Chair Maggiore called the meeting to order at 5:34PM. Those in attendance were Selectman Miller,
13 Selectwoman Kilgore and Town Administrator Kaenrath.

14
15 Chair Maggiore led the Pledge of Allegiance.

16
17 Chair Maggiore stated the board was notified on this day that a tentative agreement had been reached
18 between the NEBA Local 211 and the Town of North Hampton and that the Select Board would recess
19 into Non-Public to discuss.

20
21 The Select Board returned to public session.

22
23 **Motion by Selectman Miller to seal the minutes of the Non-Public Session. Seconded by**
24 **Selectwoman Kilgore. Motion carries 3-0.**

25
26 **Motion by Selectwoman Kilgore to accept the tentative agreement between the NEBA Local 211**
27 **and the Town of North Hampton as presented in the tentative written agreement dated December**
28 **13, 2018. Seconded Selectman Miller. Motion carries 3-0.**

29
30 Chair Maggiore stated the Select Board would vote on the actual warrant article at the next Select Board
31 meeting.

32
33 Chair Maggiore asked Selectman Miller to give a presentation regarding the potential purchase of
34 property located at 216 Atlantic Avenue.

35
36 Selectman Miller stated the town could purchase the land and building at 216 Atlantic Avenue for
37 \$375,000 and his initial thoughts were to build a new library in that location. He further stated that
38 since his presentation at a library meeting he has changed his mind after being told the library is not
39 interested. Selectman Miller feels the town should still purchase the property for future use.

40
41 Selectwoman Kilgore stated she had hesitation about the purchase and asked for clarification on the
42 wetlands, quality of soils, site line problems and further asked how close the parking lot would be to
43 an abutter.
44

45 Selectman Miller showed the plot plan of the property and explained the setbacks, where the wetlands
46 lie and safety concerns regarding the site line and driveway cut stating the State of NH's Department
47 of Transportation had approved both.

48
49 Selectwoman Kilgore asked if the property was tied to the library, or could a dog park be built there.

50
51 Selectman Miller stated the library trustees are not interested anymore, but felt the purchase should go
52 to the ballot to let the residents weigh on what they want.

53
54 Chair Maggiore suggested an amendment to the warrant article as follows:

55
56 **To see if the Town will raise and appropriate the sum of Three Hundred Seventy-five Thousand**
57 **Dollars (\$375,000) for the purchase of real property and building located at 216 Atlantic Avenue,**
58 **North Hampton, Tax Map 7, Lot 71? Said property to be the future location of public facilities**
59 **such as, but not limited to, a town meeting room, town offices, and recreation. This sum to come**
60 **from unassigned fund balance. No amount to be raised from additional taxation.**

61
62 **Motion by Chair Maggiore to approve the warrant article as read. Seconded by Selectman**
63 **Miller. Motion carries 2-1.**

64
65
66 **2. New Business**

67 2.1 Discussion of 2018 Town Report Dedication

68
69 2.2 Discussion and Approval of Town Warrant Articles

70 The following Warrant Articles were discussed and voted upon:

71
72 **FY 2020 Operating Budget**

73 **Motion be Selectman Miller Shall the Town raise and appropriate through taxation as an**
74 **operating budget, not including appropriations by special warrant articles and other**
75 **appropriations voted separately, the amounts set forth on the budget posted with the warrant**
76 **or as amended by vote of the first session, for the purposes set forth therein, Seven Million One**
77 **Hundred Sixty-one Thousand Three Hundred Seventy Dollars (\$7,161,370)? Should this article**
78 **be defeated, the default budget shall be Seven Million One Hundred Thirty-nine Thousand Five**
79 **Hundred Ten Dollars (\$7,139,510)? Which is the same as last year with certain adjustments**
80 **required by previous action of the Town or by law, or the governing body may hold one special**
81 **meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating**
82 **budget only. Seconded by Selectwoman Kilgore. Motion carries 3-0.**

83
84 The board noted the increase in the budget from last year was .514%.

85
86 Finance Director Cornwell noted during the budget process revisions had been made to the default
87 budget.

88
89 **Town Offices/Police Building Weatherization**

90 **Motion by Selectman Miller to see if the Town will vote to raise and appropriate the sum of**
91 **Thirty Thousand Dollars (\$30,000) for the purpose of replacing badly damaged siding on the**
92 **Town Offices/Police Building with the sum to be withdrawn from the Town Building**
93 **Maintenance Capital Reserve Fund? This item has been identified in the approved Capital**
94 **Improvements Plan. Approval of this article will have no effect on the tax rate. Seconded by**
95 **Selectwoman Kilgore. Motion carries 3-0.**

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Upgrade Police Video Surveillance System

Motion by Selectwoman Kilgore to see if the Town will vote to raise and appropriate the sum of Thirty-two Thousand One Hundred Fifty Dollars (\$32,150) for a new surveillance system inside and outside the Police Building with the sum to be withdrawn from the Town Building Maintenance Capital Reserve Fund? This item has been identified in the approved Capital Improvements Plan. Approval of this article will have no effect on the tax rate. Seconded by Selectman Miller. Motion carries 3-0.

Paving Town Complex

Motion by Selectwoman Kilgore to see if the Town will vote to raise and appropriate through taxation the sum of Ninety Thousand Dollars (\$90,000) for the purpose of reconstructing and paving areas of the Town Complex? Deterioration is such that this project has become a safety issue. This item has been identified in the approved Capital Improvements Plan. Seconded by Selectman Miller. Motion carries 3-0.

Road Resurfacing

Motion by Selectman Miller to see if the Town will vote to raise and appropriate the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for the purpose of resurfacing and reconstructing approximately 3 miles of road, by withdrawing Thirty Thousand Dollars (\$30,000) from the previously established Municipal Transportation Improvement Capital Reserve Fund created for this purpose, and raising through taxation Two Hundred Twenty Thousand Dollars (\$220,000)? This item has been identified in the approved Capital Improvements Plan. Seconded by Selectwoman Kilgore. Motion carries 3-0.

Finance Director Cornwell asked to clarify a prior warrant article for the Police Video Surveillance and stated the Capital Improvements Committee had recommended the item be taken out of the Building Maintenance fund and not the Police Revolving Detail fund.

Selectwoman Kilgore asked Director Cornwell if he knew the total of projects to come from the Building Maintenance fund. Director Cornwell stated he did not know the number but that typically \$100,000 was spent from that fund per year.

Motion by Chair Maggiore to reconsider the upgrade to the Police Video Surveillance System. Seconded by Selectwoman Kilgore. Motion carries 3-0.

Motion by Selectman Miller to pay for the upgrade to the Police Video Surveillance System from the Building Maintenance Fund instead of the Police Detail Revolving Fund. Seconded by Selectwoman Kilgore. Motion carries 3-0.

Chair Maggiore read a suggested warrant article regarding Solar Exemptions that came to him from the tax assessor Michael Pelletier.

Selectwoman Kilgore stated she would like to meet with the assessor to discuss the article and suggested tabling this item now and review earlier in the budget process next year.

The Select Board agreed to table the item by consensus and no action will be taken.

Contribution to the Earned Time Settlement Capital Reserve Fund

Motion by Selectman Miller to see if the Town will vote to raise and appropriate through taxation the sum of Fifty Thousand Dollars (\$50,000) for deposit into the Earned Time

147 Settlement Capital Reserve Fund? The purpose of this fund is to buy out employees earned
148 time during anytime of the life of their career and limit the Town's unfunded accrued leave
149 liability. The total estimated liability for unfunded accrued leave is \$209,365 of which \$90.576
150 is anticipated to be payable prior to July 1, 2021. The balance in the Fund, as of December
151 2018, is \$90,121. The Select Board is the agent to expend from the said Fund. Seconded by
152 Selectwoman Kilgore. Motion carries 3-0.
153

154 **Contribution to the Town Revaluation Capital Reserve Fund**

155 Motion by Selectwoman Kilgore to see if the Town will vote to raise and appropriate through
156 taxation the sum of Thirty Thousand Dollars (\$30,000) for deposit into the Town Revaluation
157 Capital Reserve Fund? The purpose of this fund is to allow for funding to comply with the
158 State of New Hampshire's requirement to perform a property revaluation every five years. The
159 balance in the Fund as of December 2018, is \$20.056. The Select Board is the agent to expend
160 from the said Fund. Seconded by Selectman Miller. Motion carries 3-0.
161

162 **Contribution to the Coakley Landfill Capital Reserve Fund**

163 Motion by Selectwoman Kilgore to see if the Town will vote to raise and appropriate through
164 taxation the sum of Fifty Thousand Dollars (\$50,000) for deposit into the Coakley Landfill
165 Capital Reserve Fund? The purpose of this fund is to account for any expenses incurred by the
166 Town under the Superfund Cleanup Program. The balance in the Fund, as of December 2018,
167 is \$108,549. The Select Board is the agent to expend from the said Fund. Seconded by
168 Selectman Miller. Motion carries 3-0.
169

170 Town Administrator Kaenrath stated costs are expected to increase over the next few years as lots of
171 additional water quality testing will be done.
172

173 Selectman Miller urged to the board to put a higher amount into the fund.
174

175 Finance Director Cornwell stated debt service on Coakley will be expiring within the next several
176 months.
177

178 Selectwoman Kilgore stated she would like to stay with the amount of \$50,000.
179

180 **Close the Road Reclamation Capital Reserve Fund**

181 Motion by Selectman Miller to see if the Town will vote to discontinue the Road Reclamation
182 Capital Reserve Fund created in 1997 for the purpose of road reclamation? The Town
183 currently raises and appropriates funds for the road resurfacing and reconstruction annually
184 by means of a warrant article identified in the approved Capital Improvements Plan. Said
185 funds with accumulated interest to date of withdrawal, are to be transferred to the Town's
186 general fund. Approval of this article will have no effect on the tax rate. Seconded by
187 Selectwoman Kilgore. Motion carries 3-0.
188

189 It was noted that the current balance in the fund is \$1.04.
190

191 **Contribution to the Library Capital Reserve Fund**

192 Finance Director Cornwell stated he wasn't sure if it necessary to contribute to this fund as current
193 activity indicates there is not a need this year, and there is enough money currently in the fund.
194

195 Selectwoman Kilgore asked if the town will still be helping with 50% of the contribution and further
196 stated once there is a known plan they can know the exact funding amount. She further stated she
197 supports funding to continue.

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Selectman Miller stated he would like to the town to continue to add to the fund this year.

Selectwoman Kilgore stated this fund was skipped last year so essentially it would be catching up with the contribution of \$100,000.

Motion by Selectman Miller to see if the Town will vote to raise and appropriate through taxation the sum of One Hundred Thousand Dollars (\$100,000) for deposit into the Library Capital Reserve Fund? The purpose of this fund is for the planning and construction of a library addition or new building. The balance in the Fund as of December 2018 is \$327,177. The Board of Library Trustees are the agents to expend from the said Fund. Seconded by Selectwoman Kilgore. Motion carries 2-1.

Modify the Purpose of the Cable Access Television Revolving Fund

Motion by Selectwoman Kilgore to see if the Town will modify the purpose of the Cable Access Television Revolving Fund to allow funding of information and internet technology equipment and program costs from not more than twenty-five percent (25%) of annual available revenues from the receipt of Comcast Cable Franchise fees only after the community television, cable access and the public information channel operations are fully funded? This revolving fund was established in 2009 to fund community television, cable access and the public information channel. Modified in 2016 to fund information and internet technology equipment and program costs. The proposed change would insure that adequate funding is available for Channel 22 operations, which was the original intended use of these fees. Approval of this article will have no effect on the tax rate. Seconded by Selectman Miller.

Selectwoman Kilgore then read the next warrant article pertaining to the Cable Access Television Revolving Fund. After reading, Selectman Miller suggest taking out the “Town Treasurer” and change to “Select Board.”

Motion by Selectwoman Kilgore to see if the Town will vote to establish a revolving fund to deposit up to 25% of all annual revenues received from receipt of Comcast Cable Franchise fees for the purpose of funding information and internet technology equipment and program costs, and further to name the Select Board as agents to expend from said fund? Up to 25% of all revenues received for Comcast Cable Franchise fees will be deposited in the fund, and the money in the fund shall be allowed to accumulate from year to year, and shall not be considered part of the Town’s general fund balance. Such funds may be expended only for the purposes listed above. Approval of this article will have no effect on the tax rate. Seconded by Selectman Miller. Motion carries on both Comcast Cable Franchise Fee warrant articles.

Adopt Offical Town Flag

Motion by Selectwoman Kilgore to see if the Town will adopt the newly designed flag as proposed by Mr. Maxwell Reich as the official flag of the Town of North Hampton with the color scheme and design as noted: the background of blue symbolizes all the bodies of water in our town; the yellow/tan color symbolizes the beach and the land; the white stripes in between the blue and yellow/tan are representative of purity and peace; the center of the flag is our Town Seal adopted in 1981 which will remain the same design; the thirteen white stars circling the Town Seal highlights New Hampshire’s inclusion as one of the 13 original colonies? Seconded by Selectman Miller. Motion carries 3-0.

247 The Select Board discussed comments received regarding Keno in North Hampton and stated they
248 had received two letters not in favor and they stated they had not heard from anyone in the business
249 community. Board members agreed to take no action on this item.

250
251 Chair Maggiore recessed the board into Non-Public at 9:47 PM.

252
253 Chair Maggiore re opened the public meeting at 10:05 PM.

254
255 **Motion by Selectwoman Kilgore to seal the minutes of the Non-Public session. Seconded by**
256 **Selectman Miller. Motion carries 3-0.**

257
258 Chair Maggiore stated a vote was taken in the Non-Public Session and action will be taken on the
259 motion.

260
261 3. Any other business to come before the board

262
263 4. Adjournment of Public Meeting

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265 Meeting adjourned at 10:06 PM.

266
267 Respectfully submitted,

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269 Janet Facella

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