



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

**NOTICE OF PUBLIC MEETING
MONDAY, FEBRUARY 8, 2021**

**NORTH HAMPTON EXECUTIVE OFFICES
NON-PUBLIC SESSION I
233 ATLANTIC AVENUE
4:45 O'CLOCK P.M.**

**NORTH HAMPTON EXECUTIVE OFFICES
NON- PUBLIC SESSION II
233 ATLANTIC AVENUE
5:30 O'CLOCK P.M.**

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

IN FOLLOWING CDC AND FEDERAL RECOMMENDATIONS FOR SOCIAL DISTANCING THE SELECT BOARD WOULD STRONGLY SUGGEST THE PUBLIC CHOOSE TO VIEW THE SELECT BOARD MEETING LIVE ON CHANNEL 22 OR AS POSTED ON TOWN HALL STREAMS AS OPPOSED TO IN PERSON.

IN ORDER TO ASSURE THE PUBLIC HAS THE ABILITY TO COMMENT AND SHARE IDEAS DURING THE PUBLIC COMMENT PORTION OF THE MEETING WE HAVE ARRANGED THE ABILITY TO INCLUDE LIVE PHONE CALLS AND EMAIL DURING THE MEETING.

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

- 1. 4:45 P.M. Call to Order by the Chair**
- 2. 4:46 P.M. Non-Public Session I Pursuant to RSA 91-A:3 II (c)**
- 3. 5:30 P.M. Non-Public Session II Pursuant to RSA 91-A:3 II (e)**
- 4. 7:00 P.M. Return to Public Session and Pledge of Allegiance**

5. First Public Comment Session

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

6. Consent Calendar

- 6.1 Payroll Manifest of January 28, 2021 in the amount of \$67,269.04
- 6.2 Payroll Manifest of February 4, 2021 in the amount of \$82,479.97
- 6.3 Accounts Payable Manifest of February 4, 2021 in the amount of \$64,119.02
- 6.3 Cemetery Deed
- 6.4 Timber Tax

7. Correspondence

- 7.1 Correspondence from Kelsey Dumville, Public Affairs Office, Environmental Protection Agency
- 7.2 Correspondence from Lisa J. Wilson, Chair, North Hampton Conservation Commission
- 7.3 Correspondence from Joseph Fitzgerald

8. Committee Updates

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

9. Report of the Town Administrator

10. Items Left on the Table

11. New Business

- 11.1 Discussion and Approval of Vision Government Assessing Software – Scott Marsh
- 11.2 Discussion of School Funding Issue and HB 504
- 11.3 Discussion of Deliberative Session

12. Minutes of Prior Meetings

- 12.1 Approval of Meeting Minutes of January 25, 2021
- 12.2 Approval of Non-Public Meeting Minutes of January 25, 2021

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

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

14. Second Public Comment Session

See Item 5, above

15. Adjournment

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

CONSENT CALENDAR

TOWN ADMINISTRATOR
MICHAEL TULLY

MTULLY@NORTHHAMPTON-NH.GOV



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

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

TO: SELECT BOARD
FROM: MICHAEL TULLY, TOWN ADMINISTRATOR
SUBJECT: CONSENT CALENDAR FOR SELECT BOARD MEETING 02/08/2021
DATE: 02/05/2021

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

Consent Calendar

- 5.1 Payroll Manifest of January 28, 2021 in the amount of \$67,269.04
- 5.2 Payroll Manifest of February 4, 2021 in the amount of \$82,479.97
- 5.3 Accounts Payable Manifest of February 4, 2021 in the amount of \$64,119.02
- 5.4 Cemetery Deed
- 5.5 Timber Tax

Scope of Work

Name of Company: Sweets Logging and Land Clearing
Project Name: North Hampton Elementary School Timber Harvest
Project Manager: Nate Corbran
Prepared by: Nate Corbran
Date: 3/27/2020

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

The goal is to perform a sustainable and financially rewarding timber harvest of the North Hampton Elementary School property using long-term forest management silvicultural practices and harvest systems.

There is evidence of current hemlock wooly adelgid and red pine scale infestation and mortality. This can be detrimental to the eastern hemlock and red pine on the property and surrounding areas if not managed appropriately.

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project.

Task No.	Task	Equipment & Services Needed	Equipment Delivery Date	Reporting Head
1	Clearly mark all boundary lines	Flagging, survey compass, deed research	Current	Nate Corbran
2	Selectively harvest timber	Forest technician will paint trees to be cut	Current	Nate Corbran
3	Cut & skid trees to landing area for processing	<ul style="list-style-type: none">- Timberpro feller buncher- John Deere grapple skidder (2)	Current	Matt Sweet
4	Process whole trees at the landing area	<ul style="list-style-type: none">- Slasher crane with grapple head, delimeter, and cut to length deck.	Current	Scott Sweet

KEY PERSONNEL LIST

Task No.	Name of Key Personnel	Role / Title	Responsibilities
1 & 2	Nate Corbran	Forest Technician	<ul style="list-style-type: none"> - Planning the timber harvest - Filing all necessary paperwork - Painting trees to be cut - Deed research and flagging boundary lines
3	Matt Sweet	Forman	<ul style="list-style-type: none"> - Cut painted trees and skid trails - Direct skidders on where to bring wood
4	Scott Sweet	Owner	<ul style="list-style-type: none"> - Process whole trees using the slasher crane - Direct where and how wood is sorted

PROBLEM STATEMENT

The school property contains hazards, diseased and disease prone trees, dense and mature softwood growth, and a variety of ropes and obstacle courses throughout the tract. In using a timber harvest many, if not all hazards may be eliminated in and around the ropes course and obstacles. A timber stand improvement will capture any future mortality and cut any diseased or infected trees not likely to survive to the next entry. Thinning out the large mature timber creates room and light for new and young healthy growth. All this can be done with a selective timber harvest all while preserving the current condition of the ropes and obstacle courses.

PROJECT GOALS

GOAL
Get more light to the forest floor so seedlings can germinate and grow up into the canopy
HOW GOAL WILL BE ACHIEVED
<ul style="list-style-type: none"> - Selectively harvest mature timber (mostly eastern hemlock and eastern white pine but not confined to) - Timber stand improvement (TSI) by selectively cutting many poorly formed and diseased trees - Cut any tree believed to not survive to the next harvest.

GOAL

Eliminate hazards

HOW GOAL WILL BE ACHIEVED

- Cut any standing dead trees
- Cut uprooted and leaning trees
- Not thinning around any certain tree too much so that wind throw won't be a factor (use of wind breaks)
- Chip any trees laying on the ground that the machines can reasonably grab without the tree falling apart from rot. (excludes logs and obstacles used for recreational activities)

GOAL

Salvage diseased trees and trees at risk of being infected and killed by pests

HOW GOAL WILL BE ACHIEVED

- Timber stand improvement (TSI) by selectively cutting many poorly formed and diseased trees
- Cut all eastern hemlock showing signs & symptoms of hemlock wooly adelgid
- Harvest during winter or colder months to prevent the spread of red pine scale (unless all red pine is cut as a salvage before it gets killed by the scale/only a matter of time)
- Introduction of natural predators will help prevent pest population growth (school may want to put up bird boxes to increase bird activity to feed on these pests)

GOAL

Preserve ropes and obstacle courses and trail system

HOW GOAL WILL BE ACHIEVED

- Any tree involved or in use by the ropes or obstacle course will be left unless it presents a hazard.
- Trees containing fastener rings or other products entered into the tree makes the tree worth nothing because the wood cannot be sawn or chipped so these trees may also be left.
- Skidding will be done around and not through any areas of the course to preserve current conditions.
- Skid trails will be made mostly new in order to preserve the current trail system conditions

GOAL

Generate a good financial return

HOW GOAL WILL BE ACHIEVED

- Cut many large mature eastern white pine and eastern hemlock (but not confined to)
- By selectively harvesting timber and focusing on long-term management, the genetics will improve over time creating better quality future timber growth

PROJECT OBJECTIVE

- Maintain current trail systems and conditions
- Leave 25' no cut buffer around cemetery
- Preserve ropes course and other outdoor recreational features
- Preserve the existing disc golf holes but make each hole and the course easier to play
- Maintain a wooded buffer on the woods line of the fields and outdoor track
- Eliminate hazards wherever possible
- Salvage diseased trees and trees at risk of being infected
- Thin out mature timber to create a healthier forest stand
- Generate a good and appropriate financial return

PROJECT REPORTS

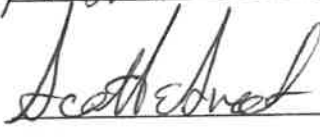
Scheduled Status Reports		
Report	Purpose	Frequency
Intent to Cut	Informs town and state of timber harvest and estimate roughly the yield of forest products expected from the timber harvest	One-time prior to harvest
Forestry Statutory Permit-by-Notification (SPN)	Informs state on how we will address and deal with wetlands and crossings	One-time prior to harvest
Report of Wood Cut	Tells the town and state how much of each forest product was actually processed and trucked off-site to mills and biomass plants so they can estimate the timber tax to be paid	One-time post-harvest

By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

Project Approval & Signatures			
Project Name:		North Hampton Elementary School Timber Harvest	
Project Manager:		Nate Corbran	
<i>The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement among the Project Manager, Project Sponsors and Owners with respect to the objectives and scope of the project before significant resources are committed and expenses incurred.</i>			
<i>I have reviewed the information contained in this Project Scope Statement and agree:</i>			
Name	Title/Role	Signature	Date

Nate Corbran	Forest Technician	<u></u>	<u>3/30/2020</u>
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Matt Sweet	Forman	<u></u>	<u>3/30/2020</u>
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Scott Sweet	Owner	<u></u>	<u>3/30/20</u>
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The following pages include some maps for reference

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR TOWN OP# T
[] - [] - [] - T

For Tax Year April 1, 2020 to March 31, 2021

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- 1. Town/City of: North Hampton
2. Tax Map/Block/Lot or USFS Sale Name & Unit No. Map 7 Lot 161
3. Intent Type: Original [X] Supplemental []
4. Name of Access Road: Atlantic Avenue
5a. Acreage of Lot: 85.26 Acreage of Cut: 50%+/-
5b. Anticipated Start Date: spring/summer 2021
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Sole Owner) []
b. Owner of Land and Stumpage (Joint Tenants) []
c. Owner of Land and Stumpage (Tenants in Common) []
d. Previous owner retaining deeded timber rights []
e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements [X]

REPORT OF CUT / CERTIFICATE TO BE SENT TO:
OWNER [] OR LOGGER / FORESTER [X]
BY MAIL [] OR E-MAIL [X]

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)
Attach a signature page for additional owners.

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED
Town of North Hampton

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED
Town of North Hampton
233 Atlantic Avenue
North Hampton NH 03862

8. Description of Wood or Timber To Be Cut

Table with 3 columns: Species, Estimated Amount To Be Cut, and Unit (MBF or Tons). Rows include White Pine (110 MBF), Hemlock (80 MBF), Red Pine (40 MBF), Spruce & Fir (10 MBF), Hard Maple (10 MBF), White Birch (5 MBF), Yellow Birch (5 MBF), Oak (25 MBF), Ash (5 MBF), Soft Maple (20 MBF), Beech/Pallet/Tie & Mat Logs/Pine Box (25 MBF), Other (Specify) (MBF), Pulpwood (Tons), Spruce & Fir (25 Tons), Hardwood & Aspen (900 Tons), Pine (2000 Tons), Hemlock (850 Tons), Biomass Chips (1100 Tons), Miscellaneous (Tons), High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (Cords).

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.
Species Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE
Scott Sweet
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT
PO Box 234
Mailing Address
Strafford NH 03884
City or Town State ZIPCODE
6037654157 sweetslogginglandclearing@gmail.com
Phone Number E-mail Address

FOR MUNICIPAL ASSESSING OFFICIALS ONLY
The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received. \$ Date:
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

Timber Sale Agreement

Agreement entered into on this day of 1/25/2021 between:

The Town of North Hampton in the County of Rockingham and in the State of NH, address: **233 Atlantic Ave., North Hampton, NH 03862** the Sellers.

And between **Sweet's Logging and Land Clearing, INC** of 13 Scribner Rd, Strafford NH 03884 County of Strafford, hereinafter called the Purchaser.

Article I: The Seller agrees to sell to the Purchaser and the Purchaser agrees to buy from the Seller, upon terms and condition hereinafter stated, all the timber to be marked or designated by the Seller or his assigns on a certain tract of land know as and owned by the Seller.

North Hampton, NH: Tax map 7 Lot 161. Harvest will be over the entire boundaries of all lots and/or tallied area, see attached map.

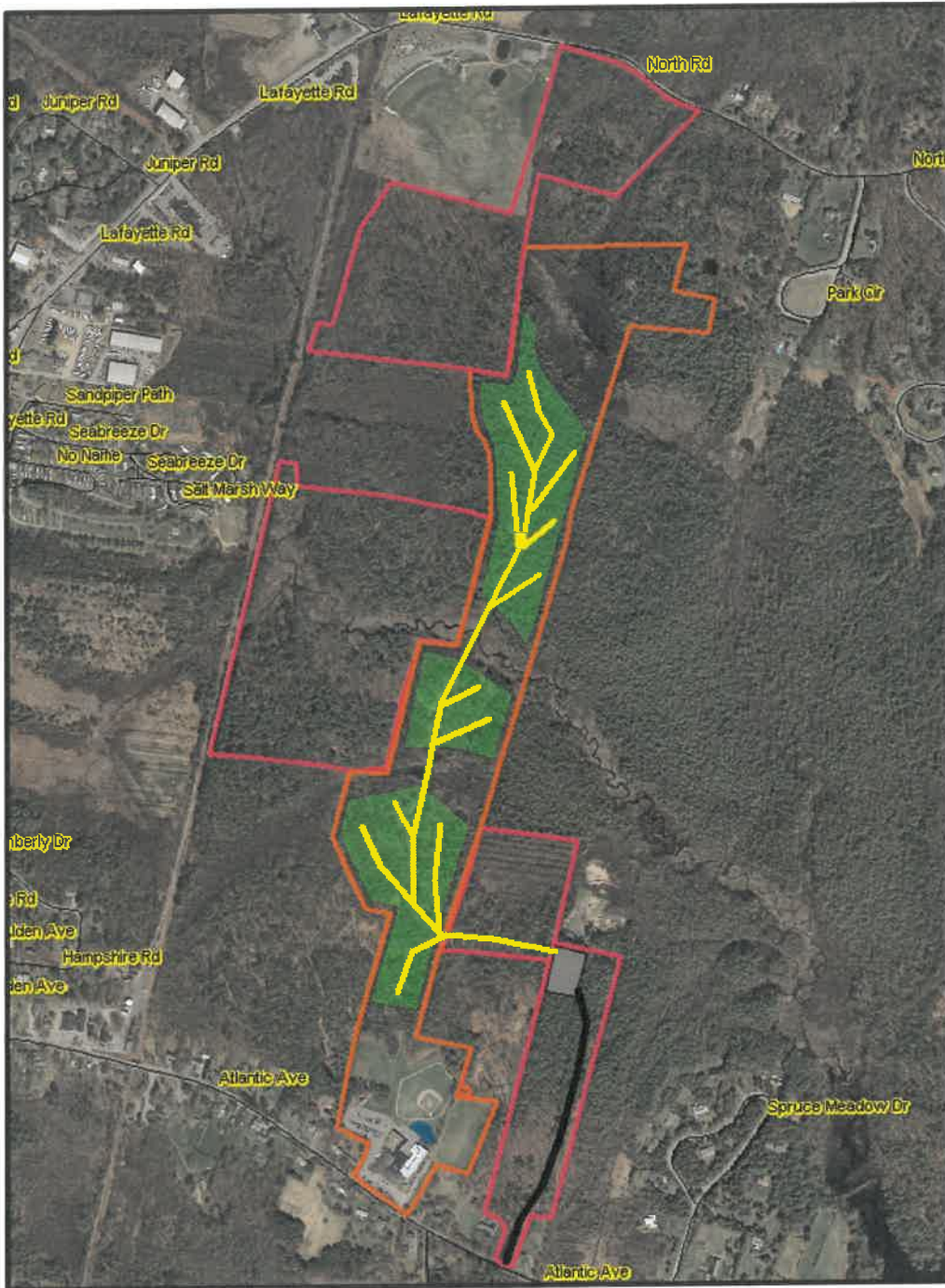
Due to uncertainty of boundaries, the Purchaser shall refrain from cutting in close proximity to boundaries.

Payment is made on actual mill scale tallies of harvested wood. Based on forest technician tallies approximate NET payment for a complete harvest to Seller would be \$15,000.00 +. In the event that the harvest is limited or restricted to certain sections by the Seller on the lot or tallied area, it is understood that the NET will be less.

Associated cost that my need to be covered with monies from the harvest, such as but not limited to: Surveying, gravel and excavation time, woodlot access. All cost will be presented and agreed to by Seller prior to work being completed.

_____ (please initial)

North Hampton School Harvest Map



 School Harvest Area

_____ (please initial)

Article II: The Seller agrees to permit the Purchaser to the tract hereinafter described for the purpose of cutting and removing said timber which is the subject of this agreement.

Article III: The Purchaser agrees to pay the Seller the following Rate for cutting and removing all marked timber on the timber sale area:

White Pine Saw Log -----	\$1400.00/MBF
White Pine Pallet -----	\$25.00 /MBF
Red Pine Sawlogs -----	\$50.00/MBF
Red Oak Sawlogs -----	\$250.00/MBF
Spruce/Fir Sawlogs -----	\$45.00/MBF
Hemlock Logs -----	\$45.00/MBF
Oak Veneer:	
Prime & Prime plus -----	\$550.00/MBF
Select -----	\$450.00/MBF
1s -----	\$4350.00/MBF
#1 -----	\$300.00/MBF
Black Oak Sawlogs -----	\$50.00/MBF
Mix Hardwood Sawlogs -----	\$50.00/MBF
Mix Hardwood Matlogs -----	\$70.00/MBF
Firewood -----	\$8.00/cord
Hardwood pulp -----	\$4.00/ton
Hemlock pulp -----	\$0.25/ton
Pine Pulp -----	\$0.25/ton
Chips -----	\$0.25/ton

(Initial) _____

Total payment shall be determined by the amount of timber cut and removed on the basis of the foregoing rates. Hidden defects in the timber may arise that may affect overall totals, such as red rot, ants and other issue that cannot be controlled.

Payment for saw logs is to be based on mill scale (International 1/4" Rule) with the slips provided at the time of payment. Payments for cordwood will be based upon actual volume removed.

Payment shall be made to: **Town of North Hampton**

Timber Tax is the Responsibility of the Seller if a Timber Tax Applies*

Article IV: The Purchaser agrees to carry General Liability Insurance. This insurance policy is to remain in effect at all times while on the Seller's property until the final completion of the work. The Purchaser agrees to produce satisfactory proof of the same to the Seller upon request.

Article V: The Purchaser further agrees to cut and remove said timber in strict accordance with the following conditions.

1. The purchaser shall be allowed from **1/25/21 – 1/25/23** in which to enter and remove said timber, unless such time is deduced for breach of contract or an extension is granted. Should the Purchaser remove all trees for which he has a right to remove prior to the termination of this contract, all his rights to enter upon said premises shall terminate, and upon termination of the agreement shall leave the premises and shall remove all equipment. No cutting will be permitted anytime during the year that conditions are deemed too wet.
All trees to be removed are as agreed by Seller: **Town of North Hampton** and/or assigns. No timber shall be cut except that marked or designated by the seller or seller's agent.
The Purchaser shall utilize all trees and their tops to the lowest possible diameter for commercially salable material. Stumps shall be cut so as to cause the least possible waist.
2. The Purchaser shall comply with all Federal and State Laws pertaining to the operation and be liable for any action resulting from said operation. The Purchaser agrees to indemnify and hold harmless the Seller from any and all claims or demands which may be made against the Seller by reason of the Purchaser's operation or violation by the purchaser of any laws or regulations governing said operation. If parties cannot agree to a third party, either party may file action in court of proper jurisdiction.
3. This agreement will not be assigned in whole or in part without the written permission of the Seller.

(Initial) _____

Article VI: It is mutually understood and agreed by and between the parties heretofore mentioned as follows:

1. All rights granted under this agreement revert to the Seller on the date of termination of this agreement, whether such termination results from the full performance of said agreement or is so declared by the Seller on account of breach on the part of the Purchaser.
2. In case of disputes over the terms of this agreement, the decision of a mutually agreed

upon third party shall be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of the timber covered by this agreement.

3. Upon failure on the part of the Purchaser to fulfill all and singular the condition and requirements herein set forth, or made a part thereof, all monies paid under the agreement may be retained by the Seller or be applied toward the satisfaction of the Purchaser's obligation.
4. The conditions of the sale are completely set forth in this agreement and none of its terms can be varied or modified except as agreed in writing by the Purchaser and Seller.
5. The seller stipulates that the seller is the sole owner of the tract of land named above and has the full right and power to dispose of the timber specified in this agreement.

Seller _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Sweet's Logging and Land Clearing, INC



FORESTRY
STATUTORY PERMIT-BY-NOTIFICATION (SPN)
 Water Division/Land Resources Management
 Wetlands Bureau
[Check the Status of your Notification](#)



RSA/Rule: RSA 482-A:3, V/ Env-Wt 308; Env-Wt 520

LOGGER/FORESTER LAST NAME, FIRST NAME, M.I.: *Sweet, Scott*

Administrative Use Only	Administrative Use Only	<input type="checkbox"/> SPN complete and project as described conforms with all applicable requirements. <input type="checkbox"/> SPN incomplete and/or project as described does not conform with all applicable requirements.				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">File No.:</td> <td style="width: 50%;">Reviewer's Initials:</td> </tr> <tr> <td>Check No.:</td> <td>Amount:</td> </tr> </table>	File No.:	Reviewer's Initials:	Check No.:	Amount:
File No.:	Reviewer's Initials:					
Check No.:	Amount:					

Terms in **bold font** are defined on the attached Definition of Terms page.

SECTION 1 - PROJECT CRITERIA	
SECTION 1A - WILL THE PROPOSED ACTIVITY:	
Exceed 3,000 square feet (SF) of permanent wetlands impacts per crossing (except for corduroy) (Env-Wt 520.05(b)(2))?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Propose impacts to a bog, marsh, sand dune, tidal wetlands , or undisturbed tidal buffer zone (Env-Wt 520.05(c)(2))?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Propose impacts in an area with documented occurrences of a protected species or habitat where the responsible party has not received recommendations from the Department of Natural and Cultural Resources' Natural Heritage Bureau (NHB) or NH of Fish and Game Department (NHF&G), or both, as applicable, regarding the impacted protected species or habitat (Env-Wt 407.02(c); 520.05(c)(3))?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you answered "Yes" to any of the above questions, you cannot use this form. If you answered " No " to all the above questions, continue to Section 1B.	
SECTION 1B - ELIGIBLE ACTIVITIES (Env-Wt 520.05(a))	
Will the proposed work be limited to one or more of the activities listed in Section 1B?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you answered "No", you cannot use this form. If you answered "Yes", check all proposed activities:	

irm@des.nh.gov or (603) 271-2147

Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

- Roadway construction through forested wetlands** for the purpose of conducting forest management activities where:
- Roads are cleared only by felling timber in the **roadway**;
 - The road base is constructed using no **fill** other than:
 1. Snow pushed onto and frozen over the road base, or
 2. Stumps inverted in places where support of the road base is necessary;
 - The minimum length and number of ditches necessary to create and maintain adequate drainage are constructed in accordance with the ***New Hampshire Best Management Practices for Erosion Control on Timber Harvesting Operations (Forestry BMPs)*** and water quality protection measures;
 - Each road crossing is no more than 15 feet wide;
 - **Stream crossings** incorporate pole fords with no removal of stumps within the stream banks;
 - Spring retirement of winter roads includes soil stabilization and drainage, such as water bars, necessary to prevent the **roadway** from redirecting or channeling surface water runoff; and
 - A corduroy skid trail for any single forested **wetland** crossing does not exceed 1,000 feet in length, measured along the proposed skid trail.
- Installation of a permanent crossing, such as a culvert, stone ford, and associated **fill**, to permit vehicular access to a parcel for forest management, only if:
- Access is not used for subdivision, development, or other land conversion to non-forestry uses, except that forestry uses may be combined with **normal agricultural operations** or **trail** construction or maintenance, or both;
 - **Roadway** width exclusive of side slopes, at the crossing does not exceed 20 feet;
 - **Roadway** width, measured at the toe of the **roadway** side slopes is minimized and does not exceed 50 feet;
 - **Fill** for any single **wetland** crossing does not exceed 50 feet in length, measured along the proposed access way;
 - **Wetland** crossings are limited to those that:
 1. Do not impact any **bogs, vernal pools, marshes, sand dunes, tidal wetlands, undisturbed tidal buffer zone**;
 2. Are not located in **designated prime wetlands** or **duly-established 100-foot buffers** unless a prime wetlands waiver has been obtained in accordance with Env-Wt 700;
 3. Only cross a **swamp** or **wet meadow** if such **swamp** or **wet meadow** has no standing water for 10 months per year or more; and
 4. Are not located in a **protected species** habitat unless authorized under Env-Wt 407; and
 - For **stream crossings**, the scoured stream width is no wider than 8 feet.
- Construction of a temporary crossing on a non-tidal **watercourse** of any width for the transportation of forest products, only if the temporary crossing:
- Is not in or adjacent to **designated prime wetlands** or a **duly-established 100-foot buffer** unless a prime wetlands waiver has been obtained in accordance with Env-Wt 700;
 - Is not located in a **protected species** habitat unless authorized under Env-Wt 407;
 - Is not used for access to property that has been converted to non-forestry uses, except that forestry uses may be combined with **normal agricultural operations** or **trail** construction or maintenance or both;
 - Incorporates not more than one pier or post per 15 feet of span;
 - Incorporates one or more abutments in the stream **bank(s)** if necessary; and
 - If other than corduroy, is removed within 2 years of the date the SPN is issued by the NHDES Wetlands Bureau, provided that if weather conditions preclude the removal of the crossing when the work is completed, the crossing may remain in place until weather conditions allow its removal.

- Repair of existing forestry road crossing that:
 - Crosses a **watercourse** for which the scoured channel is 8 feet wide or narrower;
 - Is not in **designated prime wetlands** or a **duly-established 100-foot buffer** unless a prime wetlands waiver has been obtained in accordance with Env-Wt 700;
 - Is not located in a **protected species habitat** unless authorized under Env-Wt 407.
 - Is not used for access to property that has been converted to non-forestry uses, except that forestry uses may be combined with **normal agricultural operations** or trail construction or maintenance or both.
 - The structure disturbs less than 3,000 SF.

SECTION 2 - JOB SITE LOCATION (RSA 482-A:3, V(b)(3))

(A separate notification must be filed with each municipality where jurisdictional impacts are proposed.)

TOWN/CITY: North Hampton
 TAX MAP/LOT NUMBER: Map 7 Lot 161

SECTION 3 - PROPERTY OWNER(S) (RSA 482-A:3, V(b)(1))

LAST NAME, FIRST NAME, M.I.: North Hampton, Town of
 MAILING ADDRESS: 233 Atlantic Ave. TOWN/CITY: North Hampton STATE: NH ZIP CODE: 03862

SECTION 4 (LOGGER) FORESTER (CIRCLE ONE) (RSA 482-A:3, V(b)(2))

LAST NAME, FIRST NAME, M.I.: Sweet, Scott
 MAILING ADDRESS: PO Box 234 TOWN/CITY: Stafford STATE: NH ZIP CODE: 03884

SECTION 5 - ATTACHMENTS

Verify the following attachments are submitted with this form by checking each box below and filling all required information.

- DataCheck** identification number and an affirmation that recommendations have been received (Env-Wt 308.05(a)(2)).
 NHB Identification Number: NHB 20- 822
Questions related to completing this process should be directed to the NHB.
- United States Geological Survey (USGS) topographic map** or Natural Resources Conservation Service (NRCS) soils map, with the type and location of all **wetland** and waterbody crossings clearly indicated (RSA 482-A:3, V(b)(4)).
- Such information as is needed to demonstrate the criteria for minimum impact projects are met (Env-Wt 308.05(a)(2)(b)).

If any work is proposed within **designated prime wetlands** or **duly-established 100-foot prime wetlands buffers**, a written waiver must be obtained in accordance with Env-Wt 706. Please check the box corresponding to your project:

- No waiver required.
 - NHDES issued a waiver on (enter date the waiver was issued): / /
 - I am filing a waiver request with this notification. Please include the request form and the \$200 waiver request fee, per Env-Wt 706.04(b)(5).*
- * **NOTE:** If you submit a waiver request with this notification, you may not begin work until the waiver is issued. NHDES must wait 14 days for the Municipal Conservation Commission to review the prime wetlands waiver request before acting upon it (RSA 482-A:11, IV(b)(3)).

\$25 filing fee. Check or money order for \$25 payable to "Treasurer – State of NH" (RSA 482-A:3, I (c)).

SECTION 6 - REQUIRED CERTIFICATIONS

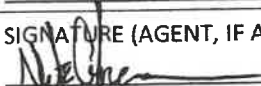
By initialing each item and signing this notification, the person responsible for the activity affirms that (Env-Wt 308.05(b)(2)):

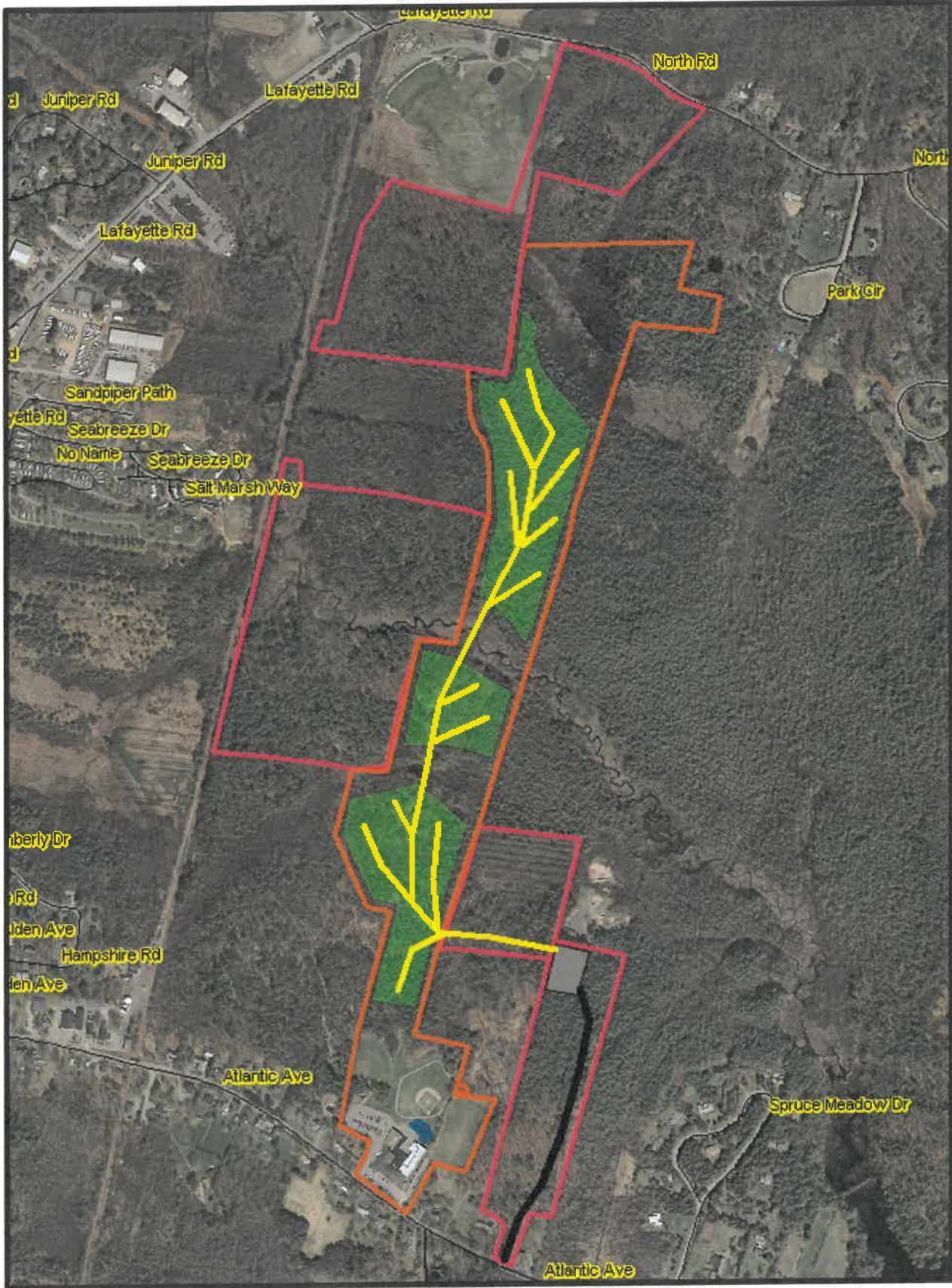
Initials: NC	The project is not located in a Priority Resource Area (PRA) , except as provided in Env-Wt 407.
Initials: NC	All recommendations of NHB and NHF&G have been received.
Initials: NC	The person responsible for the activity is aware of the limits of the SPN and applicable BMPs for the project, and will adhere to both.

By initialing each item and signing this application, the person responsible for the activity certifies that (Env-Wt 308.05(b)(1)):




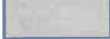


Initials: NC	To the best of the signer's knowledge and belief, all required notifications have been provided.
Initials: NC	The information submitted on or within this notification is true, complete, and not misleading to the best of the signer's knowledge and belief.
Initials: NC	<p>The signer understands that:</p> <ul style="list-style-type: none"> The submission of false, incomplete, or misleading information constitutes grounds for NHDES to: <ol style="list-style-type: none"> Deny the application. Revoke any approval that is granted based on the information. If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1. The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641. The signature shall constitute authorization for the department to inspect the site of the proposed project, pursuant to RSA 482-A:6, II.
Initials: NC	The filing of an intent to cut form under RSA 79:10 shall be considered as permission to the Department or the Department of Natural and Cultural Resources, or their agents, to enter the property for determining compliance with RSA 482-A (RSA 482-A:3, V(d)).
Initials: NC	If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.

SECTION 7 - REQUIRED SIGNATURE (Env-Wt 308.05(b)(2); Env-Wt 311.11)

SIGNATURE (OWNER): <hr/>	PRINT NAME LEGIBLY: Town of North Hampton	DATE:
SIGNATURE (LOGGER/FORESTER): <hr/>	PRINT NAME LEGIBLY: Scott Sweet	DATE:
SIGNATURE (AGENT, IF APPLICABLE): 	PRINT NAME LEGIBLY: Nate Corbran	DATE: 1/25/21



LEGEND

-  North Hampton Elementary School Boundary
-  Other Landowner's being cut boundaries
-  Trucking access road
-  Landing Area
-  Harvestable areas on school property
-  Skid Trails on school property

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

CORRESPONDENCE

Janet Facella

From: Michael Tully
Sent: Wednesday, February 3, 2021 12:52 PM
To: Janet Facella
Subject: Re: EPA Coakley Superfund Site Public Meeting Save the Date

Can we put this in correspondence?

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone
Get [Outlook for Android](#)

From: Janet Facella <JFacella@northhampton-nh.gov>
Sent: Wednesday, February 3, 2021 10:55:11 AM
To: Michael Tully <mtully@northhampton-nh.gov>
Subject: FW: EPA Coakley Superfund Site Public Meeting Save the Date

From: Dumville, Kelsey <Dumville.Kelsey@epa.gov>
Sent: Wednesday, February 3, 2021 10:48 AM
Cc: Hull, Richard <Hull.Richard@epa.gov>; andrew.hoffman@des.nh.gov; Peter Britz <plbritz@cityofportsmouth.com>
Subject: EPA Coakley Superfund Site Public Meeting Save the Date

[EXTERNAL SENDER]

Good morning,

Please save the date for the next EPA Coakley Superfund Site Public Meeting: Wednesday, March 3rd 6:30 – 8pm. The meeting will be held virtually via Microsoft Teams, which is accessible from your internet browser.

We will provide additional details including a draft agenda and link to the virtual meeting once it is available.

Best,
Kelsey

Kelsey Dumville
Public Affairs Office
Senior Community Involvement Coordinator
Office: 617-918-1003
Cell: 857-998-0226

**Town of North Hampton
Conservation Commission
233 Atlantic Avenue
North Hampton, New Hampshire 03862**



Conservation Commission Members
Lisa Wilson, Chair
Kathy Grant, Vice Chair
Phil Thayer, Andy Vorkink, Lauri Etela,
Frank Arcidiacono, Audrey Prior
Alternate Members
Allyson Ryder, Dave Ciccalone

February 4, 2021

To the Select Board:

The Conservation Commission respectfully requests that Select Board approve under RSA 36-A:4 the acquisition of 39 acres of conservation land to be donated to the Town by Walter E. Nordstrom and placed in conservation and managed by the Conservation Commission. A copy of the proposed Conservation Warranty Deed is attached, in the form of previous conservation easements approved by the Select Board in recent years. Select Board approval will be subject to pending approval by the Zoning Board of Adjustment for the variance requests necessary to subdivide the 42-acre lot located at Map 17, Lot 71.

The Commission also requests that the Select Board approve waiving or technically abating the Current Use Tax penalty when the potential vacant building lot is created as part of the subdivision under which the balance of the land is donated to and owned in fee by the Town. In North Hampton the legislative body voted to return to the Conservation Commission one hundred percent of the funds collected from the Current Use Tax Penalty to purchase conservation land. It has been the practice of the Conservation Commission to ask the Select Board to waive the Current Use Tax Penalty for acquisitions that are purchased by the Town in fee simple and for conservation land that is acquired by donation. Waiving the Current Use Tax Penalty, which is ten percent of the to-be-assessed value of the vacant lot, provides an added incentive to landowners to work with the Town to place land in conservation.

During its February 2, 2021 meeting the Planning Board approved the Conditional Use Permits and waivers to the North Hampton Subdivision Regulations for the proposed 2.6-acre building lot and the proposed subdivision of the property to create a 39-acre lot for conservation with acreage within the Wetlands Conservation District.

As background, the Conservation Commission was approached by the Southeast Land Trust in the fall of 2020 about the 42-acre parcel of land owned by Mr. Nordstrom. Mr. Nordstrom wishes to conserve the northern acreage of this parcel and offered to donate 39 acres to the Town in conservation and to provide public access to this land while at the same time retaining his ability to allow the building of a single-family home on a portion of his land next to North Road.

Mr. Nordstrom considered either donating a conservation easement to the Town with him retaining ownership of the land or donating the conservation area of the parcel in fee simple. The Conservation Commission and Mr. Nordstrom decided that the Town owning the land would provide the greatest benefit to the Town and its residents, as well as to Mr. Nordstrom, and voted to incur the expenses necessary to acquire this land by donation.

There are many benefits to owning and conserving this land. The proposed conservation lot is wooded and contains freshwater wetlands with headwaters of the Little River. There are significant wetlands and much upland for passive recreation such as hiking, hunting and birdwatching. This lot is adjacent to and/or in close proximity to several existing conservation lots owned by the Town and the State. It also has the potential to become a future trail bridge between the Rail Trail to the east and the 84-acre Town owned Forest Hills Farm to the west, which was purchased by the Town with a \$1.4 million dollar federal grant and placed in conservation.

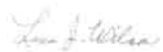
The 39 acres will be the largest amount of land donated to the town in decades and is a valuable piece of land for the Town for preservation of water resources and conservation of natural resources including forests, open to the public.

Please find attached the following documents for your review:

- Nordstrom Project Narrative Prepared by the Southeast Land Trust
- Map of Nearby Conservation Areas
- Aerial Map of Subdivision prepared by engineering firm
- Conservation Warranty Deed Draft (for approval, not for signature by Select Board)

Thank you for your consideration.

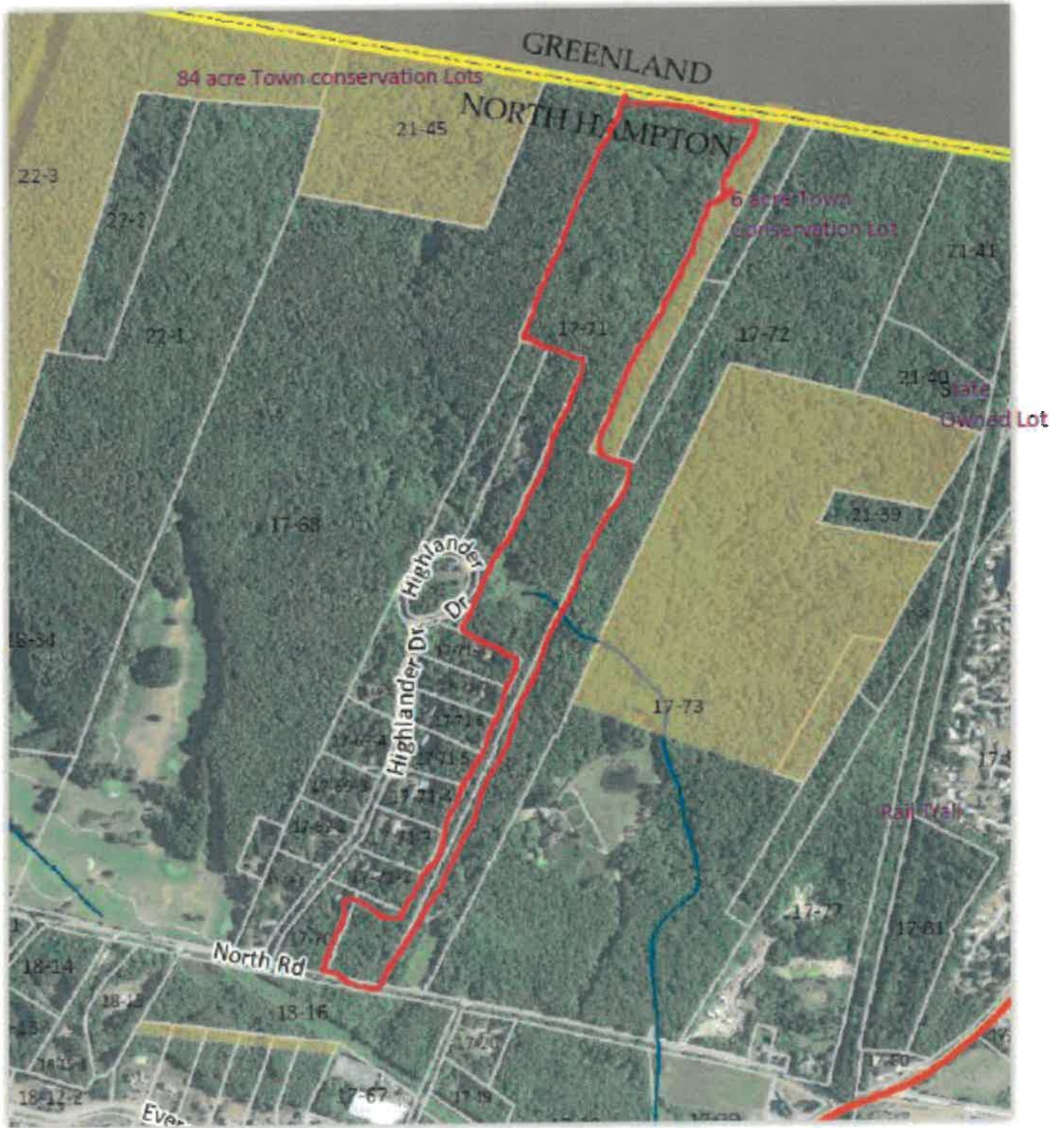
Sincerely,



Lisa J. Wilson
Chair, North Hampton Conservation Commission.

Conservation Areas
(shaded in yellow)

Lot 17-71 Conservation Areas



Joseph F Fitzgerald

PO Box 626 - North Hampton, NH 03862

Telephone 603-964-5127
Fax 603-964-9263

February 3, 2021

To the North Hampton Zoning Board of Adjustment:

I strongly support Mr. Walter Nordstrom's subdivision application to donate conservation land off North Road. The proposed conservation land is better suited for conservation than development because it is difficult to access. This acreage is best suited for conservation because it is located in the vicinity of other large tracts of conservation land which the Town decided was important to protect for wildlife habitat, water supplies, and public recreation.

After reviewing the materials, maps, and carefully listening to the testimony by the Conservation Commission during the January 26, 2021 Zoning Board Adjustment deliberations, I believe the Commission demonstrated that each of the five criteria required for granting these variances was met.

As the owner of Giant Lift Equipment located on Lafayette Road since 1976, and a North Hampton resident for 41 years, I understand the importance of prudent financial management and proactive planning. The town must continue to safeguard critical town and regional water sources needed to supply adequate amounts of potable water.

This past summer the state urged well water conservation in southern New Hampshire where rainfall was 75% less than normal. I personally know Seacoast families whose drinking water wells went dry. Seacoast residents were asked to conserve water and New Hampshire towns are charged with the task of protecting aquifer recharge areas to address future water shortages.

I have a strong interest in conserving strategic parcels of land to protect wetlands and water resources. Since 1996 I donated approximately 15 acres of land in back of the school to the Town and placed a conservation easement on an additional 50 acres of land where my North Road residence is located. The 50 acres is within the Wetlands Conservation District (Map 17, Lot 73) and within close proximity to Mr. Nordstrom's lot which is partially located within the Wetlands Conservation District.

Walter Nordstrom's 42 acres is now taxed for its Current Use value of \$2000 which results in only a \$24 annual property tax payment. In 2019 Vision Government Solutions appraised the entire 42-acre lot for \$286,700 — the value for a vacant single-family building lot. Granting these variances to conserve land will result in significantly more tax revenue derived from the newly created buildable lot and even more tax revenue once a home is constructed. Subdividing this property as proposed will increase the tax revenue to the town, not decrease it.

I respectfully request that the ZBA approve the variances to subdivide the land to conserve 39 acres to be donated to the Town and at the same time create a new buildable lot that is easier to access.

Sincerely,

Joseph F Fitzgerald

Cc: North Hampton Conservation Commission; North Hampton Select Board

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

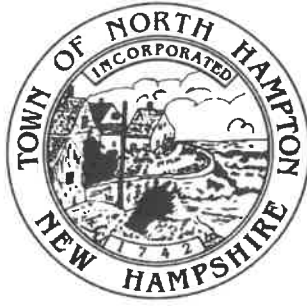
TEL: (603) 964-8087
FAX: (603) 964-1514

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

REPORT OF THE TOWN ADMINISTRATOR

Michael J. Tully
Town Administrator

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



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

TOWN ADMINISTRATOR'S REPORT
FEBRUARY 8, 2021 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from January 23, 2021 through February 5, 2021

Finance

Currently we are in good financial shape with 41% of the budget remaining and 21 weeks remaining in the fiscal year.

Police

Many of our nearby communities have been experiencing car break-ins and stolen vehicles. The Police Department would like to proactively remind residents to please lock their vehicles and do not leave valuables in sight.

Fingerprinting service is now available at the Police Department, please contact them to make an appointment.

Fire

The new Ambulance has been delivered and is now in service. Chief Lajoie and Deputy Cook are working on multiple grant applications with both FEMA as well as the State of NH.

Facilities

Town Hall. Nothing new to report. Mr. Schnitzler will return in the spring for maintenance to the clock face.

The Library. Nothing new to report. The Library build is moving along. Crews have been working on closing in the building by installing the outside shell.

Stone Building. Nothing new to report. Mr. Schnitzler will be inspecting the building in the spring and creating a report similar to the Town Hall. Having this in place will assist us in assuring timely maintenance is performed on the building.

Town Office/Chevalier Building. Interviews with firms that answered the RFP occurred on January 7th. Select Board members are currently researching firms. An agenda item will be included when the Board is ready to discuss choosing a final firm.

Recreation

Winter programs are running at the new Rec space and Director Manzi is in the beginning stages of planning summer camp at the school.

Projects

PFAS Investigation. StoneHill Environmental is currently doing research on our history of foam use as well as other chemicals containing PFAS. I will keep the Board updated as we move through the investigation.

Telephone System/Communications. Chief Mone has begun conversations with MDCOM reference our aging phone system. Deputy Cook is also looking into a grant opportunity that may assist by offsetting the cost of the system.

Cell Tower. Nothing new to report. I am in contact with a provider who is working on a plan for our community. It will be brought forward if and after it receives final approval in their internal processes.

Regionalization. Nothing new to report. Deputy Lajoie and I met with the Rye Fire Chief to continue talks about increased mutual aid between the communities. The Departments have established new automatic response guidelines and are currently operating under those protocols

Coronavirus. As the vaccine rollout continues please call 2-1-1 with any questions. The state is aware the rollout is moving slower than anticipated and is adjusting in order to quicken the timelines.

Coakley Landfill Group. There is a public meeting scheduled for Wednesday March 3rd at 6:30 pm via Microsoft teams. I will forward the meeting link when it is received.

Junkyard Closures and/or New Problems: Nothing new to report. The building inspector is working with residents and a commercial property owner to solve issues brought forward. He is also following up on a past case to assure compliance.

Economic Development. The EDC met on February 3rd. Ironwood gave its final presentation and the Board is scheduled to meet on February 9th to discuss.

Rails to Trails. The committee met on February 3rd. They will meet Bi-monthly going forward unless other meetings are required.

Public Works. Nothing new to report. The speed sign has been installed on Mill Road. Director Hubbard is meeting with engineers to complete plans to change the Route 1 end of Fern Road, which will make it safer for traffic.

Community Outreach. TA's open office hours are reinstated. I will be available on February 22nd from 4 to 5 pm at the Town Clerk's office to meet with any resident or business owner who would like to discuss an issue.

Philbrick Study Report. Nothing new to report. The group has continued to have discussions and is waiting on language from the State DOT regarding future maintenance responsibilities

Document Management System. Nothing new to report. The GIS of the tax maps with an interactive page on the website is underway. We have signed the contract and expect the project to be completed this summer.

Meeting Schedule: Our next regularly scheduled meeting is on February 22, 2021.

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

NEW BUSINESS

Vision 8

Hardware and Software Requirements

Overview:

We are pleased to announce that for the first time ever, Vision is offering cloud hosting with Vision 8. More than 60% of our Vision 8 clients have elected to move to the cloud. Here's why:



1. Save Money: The average cloud-hosted community saves \$10k by moving to the cloud and removing the need to buy a server, server licenses, and pay for costly server maintenance



2. Get a Dramatically Improved Platform: You'll receive lightning-speed feature releases, meaning your community gets access to Vision's latest feature & functionality improvements instantaneously



3. Receive Immediate Support: Cloud hosting enables our support team to instantly access and troubleshoot your database for any question, any time, no delay



4. Protect Your Data: With fully redundant infrastructure and incredible security, your critical real estate data will be 100% protected. Not to mention, we include free nightly back-ups, a \$4,000+ value!



5. Cut out the Middleman: Reduce reliance on third-party hardware vendors by having one source for all Vision questions, eliminating costly delays and frustration

Our cloud hosting clients **do not need to buy a SQL server or SQL licenses**, which provides tremendous savings and convenience. Cloud hosting clients do need to provide internet access and desktop PC's for installation of the local client.

If you're interested in electing for cloud hosting for your community, simply let us know prior to your Vision 8 upgrade or email our Vision 8 Sales Lead, Tasha Vincent, directly (tvincent@vgsi.com).

Clients that do not elect for cloud hosting will need to provide their own hardware for installing Vision 8, including a SQL server and SQL licenses. The document that follows describes the relevant hardware and software requirements.

For any questions, please reach out to:

Vision 8 Sales Lead: Tasha Vincent, tvincent@vgsi.com

Vision 8 Project Manager: Allie Kelly, akelly@vgsi.com

Overview:

Vision 8 is a rich client application that uses a N-tier web service-based application architecture. Vision 8 utilizes the latest software development and operation system technologies from Microsoft.

Vision 8 is developed for Version 4 of Microsoft's .NET Platform. All client and server system components utilize .NET 4.6.1 runtime services. To leverage these new technologies, Windows 10 operating system or later is required for desktop and laptops. Windows Server 2012R2 or later is required for servers.

The Vision 8 core business logic and data access services are deployed within the Microsoft's Web Server (IIS 9.0). Vision 8 is optimized to run on Microsoft's SQL Server 2016 database technology.

Please note: SQL server and appropriate licenses are required at the time of your Vision 8 install. If customers do not elect for cloud hosting, it is the customer's responsibility to purchase the server and any licenses that are required.

***** Please note that we do not support SQL Express – this can not be used as an option *****

This document contains minimal and recommended configurations for the server, client PC's, and printers. There is also a section on basic networking recommendations that will provide some performance gains.

Disclaimer:

The hardware specifications represent currently or recently available system configurations and are provided first and foremost as a guide for the purchase of new computer systems as part of this upgrade. Clients with existing hardware that does not fall within the specifications detailed below may apply for a support waiver by providing their current hardware specifications to the Customer Support department (customersupport@vgsi.com). If it is found that the current hardware specifications are sufficient, the client will be provided with a written response to that affect.

The specification guidelines provided below for PCs and Servers are largely in response to the resource intensive nature of these newer operating systems. While the manufacture's minimum requirements are very forgiving, it is our opinion that they are impractical.

Small Installation Single Server Setup:

In a single server setup, the server is used as application server as well as database server.

- The specifications are for a dedicated server i.e. only used by Vision 8.
- The disk size specs account for one copy of the database. If multiple copies of the database are needed, the appropriate hard disk sizes should be used.
- The size of server or client hard drives should account for other applications and any future expansion.
- GIS, Associated documents, and JPEG's for images take up a considerable amount of space, 5000 images need 300MB at minimum. The below hard drive recommendations do NOT include sizing for GIS, Associated documents, and images as these file sizes can vary greatly.

Combination DB and Application Server Size	Minimum Requirements	Optimum Performance (Recommended)
1-5 Users or 1000 to 10,000 Parcels	<ul style="list-style-type: none"> • Intel Celeron G3900 2.8 GHz w/2MB Cache • 300 GB 7.2k RPM <u>SATA</u> • 16 GB RAM • Windows 2012R2 Server (IIS 9) • SQL Server 2016 Standard with Reporting Services • Onsite or Cloud Backup Solution • 1 Gb Ethernet Network Card 	<ul style="list-style-type: none"> • Intel Xeon E5-2620 v4 2.1 GHz w/20MB Cache • 300 GB under RAID 5 <u>SAS</u> • 32 GB RAM • Windows 2016 Server (IIS 10) • SQL Server 2017 with Reporting Services • Onsite or Cloud Backup Solution • 1 Gb Ethernet Network Card
6-10 Users or 10,000 to 20,000 Parcels	<ul style="list-style-type: none"> • Intel Core i3 6100 3.7 GHz w/3MB Cache • 500 GB under RAID 5 <u>SATA</u> • 32 GB RAM • Windows 2012R2 Server (IIS 9) • SQL Server 2016 Standard with Reporting Services • Onsite or Cloud Backup Solution • 1 Gb Ethernet Network Card 	<ul style="list-style-type: none"> • Intel Xeon E5-2620 v4 2.1 GHz w/20MB Cache • 500 GB under RAID 5 <u>SAS</u> • 64 GB RAM • Windows 2016 Server (IIS 10) • SQL Server 2017 with Reporting Services • Onsite or Cloud Backup Solution • 1 Gb Ethernet Network Card
11+ Users or 20,000+ Parcels	<ul style="list-style-type: none"> • Intel Xeon E3-1220 v5 3.0 GHz w/8MB Cache • 600 GB under RAID 5 <u>SAS</u> • 64 GB RAM • Windows 2012R2 Server (IIS 9) • SQL Server 2016 Standard with Reporting Services • Onsite or Cloud Backup Solution • 1 Gb Ethernet Network Card 	<ul style="list-style-type: none"> • Intel Xeon E5-2630 v4 2.2 GHz w/25MB Cache • 2 Channel RAID card • Operating System under RAID 1 on 1st Channel • 600 GB under RAID 5 on 2nd Channel <u>SAS</u> (for SQL Server) • 64 GB RAM • Windows 2016 Server (IIS 10) • SQL Server 2017 with Reporting Services • Onsite or Cloud Backup Solution • 1 Gb Ethernet Network Card

Large Installation Multi Server Setup

A multi-server configuration is required for large/high volume installations of more than 40 users or more than 40,000 parcels.

- The specifications are for a dedicated server i.e. only used by Vision 8.
- The disk size specs account for one copy of the database. If multiple copies of the database are needed, the appropriate hard disk sizes should be used.
- The size of server or client hard drives should account for other applications and any future expansion.
- GIS, Associated documents, and JPEG's for images take up a considerable amount of space, 5000 images need 300MB at minimum. The below hard drive recommendations do NOT include sizing for GIS, Associated documents, and images as these file sizes can vary greatly.

Large Installation Configuration

Server	Minimum Hardware Requirements	Optimum Hardware for Performance (Recommended)
Database Server	<ul style="list-style-type: none"> • Intel Xeon E3-1220 v5 3.0 GHz w/8MB Cache • 600 GB under RAID 5 <u>SAS</u> • 16 GB RAM • 1Gb Ethernet Network Card • Windows 2012R2 Server • SQL Server 2016 with Reporting Services 	<ul style="list-style-type: none"> • Intel Xeon E5-2630 v4 2.2 GHz w/25MB Cache • 2 Channel RAID card • Operating System under RAID 1 on 1st Channel • 600 GB under RAID 5 on 2nd Channel <u>SAS</u> (for SQL Server) • 32 GB RAM • 1 Gb Ethernet Network Card • Windows 2016 Server • SQL Server 2017 with Reporting Services
Application Server	<ul style="list-style-type: none"> • Intel Xeon E3-1220 v5 3.0 GHz w/8MB Cache • 600 GB under RAID 5 <u>SAS</u> • 16 GB RAM • 1Gb Ethernet Network Card • Windows 2012R2 Server 	<ul style="list-style-type: none"> • Intel Xeon E5-2630 v4 2.2 GHz w/25MB Cache • 2 Channel RAID card • Operating System under RAID 1 on 1st Channel • 600 GB under RAID 5 on 2nd Channel <u>SAS</u> (for SQL Server) • 32 GB RAM • 1 Gb Ethernet Network Card • Windows 2016 Server

Firewall Port Configurations

The application server and database servers requires that several ports be available/open for full functionality if the Windows built in firewall is enabled or if firewalls are between the servers and the client machines.

Application Server: Port **80** (Http/TCP) General communication between the Client and the App Server.
Port **50000** (custom/TCP) Job Scheduler Service communication to Client

DataBase Server: Port **1433** (MSSQL/TCP) DB communication between App Server DataService and the DB Server
Port **80** (Http/TCP) SSRS Reporting Service communication between Clients and SSRS

Desktop PC Firewall Port Configurations

The minimum operating resolution for Appraisal Vision 8 is 1366x768. For that reason, Vision Government Solutions is increasing its minimum recommended client monitor size to 20"

Minimum Requirements	Optimum Performance (Recommended)
<ul style="list-style-type: none"> • Intel Core i5-6500 3.2 Ghz • 500 GB Hard Drive (7200 RPM) • Windows 10 (64bit) • 16 GB RAM • Color Monitor 22" or plus • 100/1000 MB Network Ethernet Card • Small UPS • Internet Access (At least one Client) 	<ul style="list-style-type: none"> • Intel Core i9 • 500 GB Hard Drive (7200 RPM) • Windows 10 (64bit) • 32 GB RAM • Color Monitor 22" or plus • 100/1000 MB Network Ethernet Card • Small UPS • Internet Access (At least one Client)

Printer Configuration

At least one client used for large printing jobs should have sufficient disk space, i.e. 4-6 GB.

Minimum Requirements	Optimum Performance (Recommended)
HP LaserJet P3015 Series Duplex Option (dn or x models) Legal tray 42 PPM (single sided no graphics)	HP LaserJet Enterprise 600 45 PPM (single sided no graphics)

General Recommendations

- Try to keep all application users on the same network backplane as the application server. The application server and database should reside on the same network backplane.
- If possible, use a 1000 MB connection or higher from the server to the network switch
- If possible, make sure your server hard drives are in a RAID configuration for fault tolerance

PRCs to PDFs	5 years included additional \$500 per database	\$0
	Total	\$10,000
	Annual Cloud	\$3,500

Tasha Vincent
 Director of Vision 8 Sales
Vision Government Solutions Inc.
 Office: 508-351-3630
 Cell: 401-744-1847 | Twincen@vgsi.com
www.vgsi.com

From: Tasha Vincent
Sent: Wednesday, January 8, 2020 12:20 PM
To: Mike Pelletier <mpelletier@mrigov.com>
Subject: North Hampton, NH

Mike,
 It great talking to you yesterday, as promised below you will find the price matrix for upgrading to v8. If you have any questions, please reach out to me directly. I do look forward to hearing from you. I have also attached the v8 hardware specifications for your IT team to review.

Scoping Element Requested by North Hampton, NH	Description	Cost
Standard v8 Conversion and License	Standard V8 conversion and licensing >2,500 Parcels	\$15,000
Additional Static Database Conversions	None @ \$2,500 each	\$0
Custom Imports	None	\$0
Custom Exports	None	\$0
Custom Reports	Use automated converter tool and accept not all reports will convert	\$0
Custom Training	3 hour WebEx	\$0
PRCs to PDFs	5 years included additional \$500 per database	\$0
	Total	\$15,000
	Annual Cloud	\$3,500

Tasha Vincent
 Director of Vision 8 Sales

Michael Tully

From: Michael Pelletier <mpelletier@mrigov.com>
Sent: Tuesday, November 17, 2020 3:37 PM
To: Michael Tully; Tasha Vincent
Subject: Fw: North Hampton, NH
Attachments: Vision 8 Hardware and Software Specifications 2020.pdf

[EXTERNAL SENDER]
Mike

Attached is the pricing for Vision 8 upgrade. We currently have over 2600 parcels. We have 3 static databases.

Michael Pelletier NHLR-313, CNHA.
Municipal Resources Inc.
Assessing Agent
603-674-6392

From: Tasha Vincent <tvincent@vgsi.com>
Sent: Tuesday, November 17, 2020 3:00 PM
To: Michael Pelletier <mpelletier@mrigov.com>
Subject: FW: North Hampton, NH

Hi Mike,
I hope you are well. Please see below the cost for North Hampton to upgrade to V8. I have slots available in January if you are interested. Please reach out to me directly with any questions.
I look forward to hearing from you.

Scoping Element Requested by North Hampton, NH	Description	Cost
Standard v8 Conversion and License	Standard V8 conversion and licensing >2,500 Parcels	\$10,000
Additional Static Database Conversions	None @ \$2,500 each	\$0
Custom Imports	None	\$0
Custom Exports	None	\$0
Custom Reports	Use automated converter tool and accept not all reports will convert	\$0
Custom Training	3 hour WebEx	\$0

PRCs to PDFs	5 years included additional \$500 per database	\$0
	Total	\$10,000
	Annual Cloud	\$3,500

Tasha Vincent
 Director of Vision 8 Sales
Vision Government Solutions Inc.
 Office: 508-351-3630
 Cell: 401-744-1847 | Tvincent@vgsi.com
www.vgsi.com

From: Tasha Vincent
Sent: Wednesday, January 8, 2020 12:20 PM
To: Mike Pelletier <mpelletier@mrigov.com>
Subject: North Hampton, NH

Mike,
 It great talking to you yesterday, as promised below you will find the price matrix for upgrading to v8. If you have any questions, please reach out to me directly. I do look forward to hearing from you. I have also attached the v8 hardware specifications for your IT team to review.

Scoping Element Requested by North Hampton, NH	Description	Cost
Standard v8 Conversion and License	Standard V8 conversion and licensing >2,500 Parcels	\$15,000
Additional Static Database Conversions	None @ \$2,500 each	\$0
Custom Imports	None	\$0
Custom Exports	None	\$0
Custom Reports	Use automated converter tool and accept not all reports will convert	\$0
Custom Training	3 hour WebEx	\$0
PRCs to PDFs	5 years included additional \$500 per database	\$0
	Total	\$15,000
	Annual Cloud	\$3,500

Tasha Vincent
 Director of Vision 8 Sales

INTERMUNICIPAL MEMORANDUM

DATE: February 4, 2021

TO: Potential Donor City/Towns Caused by Changes in Statewide Education Funding Models

FROM: Similarly Situated Communities

RE: Commission On Education Funding Recommendation Of Return To Donor Town Education Funding Model And Coalition Communities 2.0

For approximately ten years prior to 2006, the state funded education formula created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to communities whose cost of an adequate education exceeded the amount raised in SWEPT (known as “receiver” communities). These actions were taken by the NH Legislature in response to litigation commonly referred to as the “Claremont Decisions.” Previously, former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities.” In part, due to the advocacy of the Coalition Communities through lobbying efforts and litigation, the Legislature eventually abolished the donor/receiver education funding formula. These collective efforts were funded by contributions from participating donor communities. These communities now retain their “excess” SWEPT they raise.

A Commission to Study School Funding (“Commission”) was created by the Legislature in 2019 to “review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students.” (RSA 193-E:2-e.) Various communities have monitored the Commission’s meetings and assisted in keeping former donor communities apprised of the Commission’s work. On December 1, 2020, the Commission issued its final report, which recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the “excess” SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates.

That recommendation was embodied in HB 504, on which the House Ways and Means Committee is scheduled to hold a remote hearing on February 17, 2021 at 1:30 pm. The bill, sponsored by Commission Chairman Luneau, requires municipalities to remit the state education property tax to the state (after deducting collection costs) for deposit in the Education Trusts Fund. This would mean those towns who generate excess SWEPT would no longer be able to retain the excess SWEPT. If HB 504 passes, using

Department of Education figures for FY 2022, it is estimated that your community would be one of 50 municipalities that would likely send a total of \$28 million (less collection costs) to the state for deposit in the Education Trust Fund. **Please see the enclosed spreadsheet for the estimated amount for your individual community.** In addition, your community would no longer be able to use the excess SWEPT to fund you own local education needs.

There is another significant concern regarding the Commission's Report that is not reflected in HB 504. The Commission's Report also incorporates an education funding model that attempts to create a uniform education tax rate throughout the state of approximately \$12 per thousand. The combined education tax rate would be \$12.24 (a minimum \$5 per thousand local education tax plus a \$7.24 per thousand statewide property tax). If legislation is introduced using this model, the impact on local property tax rates would be substantial. **Enclosed is also another spreadsheet that estimates the possible impact to over 70 donor communities of implementing the Commission funding model.** HB 504 is not the only bill pending before this year's legislature on this subject matter. Consequently, it and other bills are subject to amendment that may even further implement the Commission's recommendations and/or introduce other donor/receiver town funding models.

The funding model in the Commission's Report impacts former donor towns and towns that were not previously donor towns. A number of impacted communities have expressed the need and desire to resurrect the Coalition. This new group of donor towns would like to come together to advocate and lobby in opposition to a donor town funding formula. These towns now known as the **Coalition Communities 2.0** are also members of the New Hampshire Municipal Association ("NHMA"). Although NHMA provides advocacy and lobbying services to its members, its position on specific legislation is restricted to legislation of general interest to its members and supported by clear member-adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula.

Given the described historical information and that education funding is a complex issue, it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19. The Coalition Communities 2.0 are going back to their governing boards to confirm their participation in a new education funding group being formed to advocate against any education funding formula that would use the property tax to create a donor town funding model. The group is working to formalize an agreement with each other to pool resources to hire a lobbyist to assist in advocacy and communication services and other professional services if needed on this issue by entering into the **attached MOU** and has issued an RFQ/P (**Scope of Work attached**) to

solicit the professional services of a lobbyist firm.

The City of Portsmouth has been the fiduciary agent for the original Coalition Communities and is willing to provide similar support to the newly formed Coalition Communities 2.0. Responses to the RFQ/P are due by February 8th after which we will better know what the potential annual cost of membership will be. The enclosed MOU contemplates the cost of membership to be based on each community's equalized assessed value as a percentage of the total equalized assessed value of all member communities. Enclosed is a spreadsheet depicting an estimate of each community's proportional share if all 50 communities were to become members and if the total annual cost of the RFQ/P were \$120,000. **These numbers are subject to change based on the total membership and the actual cost of the professional services being sought.**

We hope you will join us in this education funding debate, and share our concerns and opposition to recreating a property tax system that uses donor towns as a means for the State to meet its funding obligations of providing an adequate education to all the State's children. If you agree that your community needs a seat at the table when this divisive public policy is discussed, we ask that you review the MOU and join the Coalition 2.0 by passing the following resolution:

PROPOSED MOTION: *To authorize the City/Town of _____ to participate in the newly formed Coalition Communities 2.0 and to authorize _____ to execute a MOU with the Coalition Communities 2.0 on behalf of the City/Town in a form similar to the attached, and to further authorize until rescinded _____ to represent the City/Town regarding to all matters related to membership in the Coalition Communities 2.0.*

If you have any further questions concerning the information provided, please feel free to contact either Jane Ferrini of the City of Portsmouth at jferrini@cityofportsmouth.com, or Paul Deschaine of the Town of Newington at pdeschaine@townofnewingtonnh.com. **We ask that you respond to this invitation by February 28, 2021. If you elect to become a member please take action on the proposed motion and provide evidence of that action by completing the enclosed Authorization and Signature form, which is the last page of the MOU.** Then, mail the entire package to:

COALITION COMMUNITIES 2.0
c/o City Of Portsmouth, NH
Attention: Jane Ferrini
1 Junkins Avenue
Portsmouth, NH 03801

We thank you for your time and consideration of this invitation to join us in this endeavor of mutual interest.

HB 504-FN-LOCAL - AS INTRODUCED

2021 SESSION

21-0628
10/08

HOUSE BILL ***504-FN-LOCAL***

AN ACT relative to the state education property tax and the low and moderate income homeowners property tax relief program.

SPONSORS: Rep. Ames, Ches. 9; Rep. Luneau, Merr. 10; Rep. Heath, Hills. 14; Rep. Porter, Hills. 1

COMMITTEE: Ways and Means

ANALYSIS

This bill requires the department of revenue administration to receive the revenues from the state education property tax and deposit them in the education trust fund, and revises the procedures for calculating state education grants. The bill modifies the criteria for relief under the low and moderate income homeowners property tax relief program, and establishes a committee to study the low and moderate income homeowners property tax relief program.

.....

Explanation: Matter added to current law appears in ***bold italics***.
 Matter removed from current law appears [~~in brackets and struck through~~].
 Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty One

AN ACT relative to the state education property tax and the low and moderate income homeowners property tax relief program.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Property Taxation; Commissioner's Warrant. Amend RSA 76:8, II to read as follows:

2 II. The commissioner shall issue a warrant under the commissioner's hand and official seal
3 for the amount computed in paragraph I to the selectmen or assessors of each municipality by
4 December 15 directing them to assess such sum and ~~[pay it to the municipality for the use of the~~
5 ~~school district or districts]~~, ***after subtracting the municipality's actual cost carrying out the***
6 ***functions required by this subdivision, pay the remainder to the department of revenue***
7 ***administration for deposit in the education trust fund. Such payments by municipalities,***
8 ***and the subtractions for actual costs, shall be made in accordance with schedules,***
9 ***standards, and procedures established by rules adopted by the department of revenue***
10 ***administration after consultation with the commissioner of education.*** Such sums shall be
11 assessed at such times as may be prescribed for other taxes assessed by such selectmen or assessors
12 of the municipality.

13 2 Property Tax Bill Information. Amend RSA 76:11-a, II to read as follows:

14 II. The tax bill shall also contain a statement informing the taxpayer of the types of tax
15 relief for which the taxpayer has the right to apply. ***The statement shall explicitly list the low***
16 ***and moderate income homeowners property tax relief program specified by RSA 198:57 and***
17 ***shall include information on how to apply for the program.*** The following statement shall be
18 considered adequate:

19 "If you are elderly, disabled, blind, a veteran, or veteran's spouse, or are unable to pay taxes due
20 to poverty or other good cause, you may be eligible for a tax exemption, credit, abatement, or
21 deferral, ***which can reduce your current property tax bill.*** For details and application
22 information, contact (insert title of local assessing officials or office to which application should be
23 made ***and deadline for application.***)

24 ***Depending on your income, you may also be eligible for a refund of some of your taxes***
25 ***under the low and moderate income homeowners property tax relief program. To find out***
26 ***how to get a refund, call the New Hampshire department of revenue administration at***
27 ***(insert current telephone number here) or visit the department's website (insert current***
28 ***website address here). Applications for refunds are due by June 30."***

29 This statement shall be prominent ~~[and]~~, legible, ***and printed in at least 12-point boldface type,***
30 and may either be printed on the tax bill itself, or on a separate sheet of paper enclosed with the tax

HB 504-FN-LOCAL - AS INTRODUCED

- Page 2 -

1 bill. A municipality may in its discretion choose to include more detailed information about the
2 eligibility criteria for different forms of tax relief, provided, however, that the information in the
3 above statement shall be considered a minimum.

4 3 New Subparagraph; Education Trust Fund. Amend RSA 198:39, I(l) to read as follows:

5 (l) *The full amount of education property tax payments from the department of*
6 *revenue administration pursuant to RSA 76:8, II.*

7 (m) Any other moneys appropriated from the general fund.

8 4 Repeal; Tax Warrant; Determination of Education Grants. RSA 198:41, I(b) relative to
9 subtracting the amount of the state education tax warrant in the determination of grants, is
10 repealed.

11 5 Determination of Education Grants; Tuition. Amend RSA 198:41, II(b) to read as follows:

12 (b) The total amount paid for items of current education expense as determined by the
13 department of education [~~minus the amount of the education tax warrant to be issued by the~~
14 ~~commissioner of revenue administration for such municipality reported pursuant to RSA 76:8 for the~~
15 ~~next tax year~~].

16 6 Determination of Grants; Stabilization. Amend RSA 198:41, IV(d) to read as follows:

17 (d) For fiscal year 2017 and each fiscal year thereafter, the department of education
18 shall distribute a total education grant to each municipality in an amount equal to the total
19 education grant for the fiscal year in which the grant is calculated plus a percentage of the
20 municipality's fiscal year 2012 stabilization grant, if any, distributed to the municipality; the
21 percentage shall be 96 percent for fiscal year 2017, 92 percent for fiscal year 2018, 88 percent for
22 fiscal year 2019, and 100 percent for fiscal year 2020 and each fiscal year thereafter. No
23 stabilization grant shall be distributed to any municipality for any fiscal year in which the
24 [~~municipality's education property tax revenue collected~~] **amount of the commissioner's warrant**
25 **for the municipality's education tax assessment** pursuant to RSA 76 exceeds the total cost of an
26 adequate education or to any municipality for any fiscal year in which the municipality's ADMA is
27 zero.

28 7 Low and Moderate Income Homeowners Property Tax Relief. Amend RSA 198:57, III and IV
29 to read as follows:

30 III. An eligible tax relief claimant is a person who:

31 (a) Owns a homestead or interest in a homestead subject to the education tax;

32 (b) Resided in such homestead on [~~April 1 of~~] **the date of the final tax bill as defined**
33 **in RSA 76:1-a** for the year for which the claim is made, except such persons as are on active duty in
34 the United States armed forces or are temporarily away from such homestead but maintain the
35 homestead as a primary domicile; and

36 (c) Realizes total household income of:

37 (1) [~~\$20,000~~] **\$55,000** or less if a single person;

1 (2) ~~[\$40,000]~~ **\$70,000** or less if a married person or head of a New Hampshire
2 household.

3 IV. All or a portion of an eligible tax relief claimant's [state] education property taxes~~[-RSA~~
4 ~~76:3,]~~ shall be rebated as follows:

5 (a) Multiply the total local assessed value of the claimant's property by the percentage of
6 such property that qualifies as the claimant's homestead;

7 (b) Multiply ~~[\$100,000]~~ **\$150,000** by the most current local equalization ratio as
8 determined by the department of revenue administration;

9 (c) Multiply the lesser of the amount determined in subparagraph (a) or (b) by the
10 ~~[education tax rate as shown on the tax bill under RSA 76:11-a;]~~ **sum of the following:**

11 (1) *The local education tax rate as shown on the tax bill under RSA 76:11*
12 *and;*

13 (2) *The state education tax rate as shown on the tax bill under RSA 76:11.*

14 (d) Multiply the product of the calculation in subparagraph (c) by the following
15 percentage as applicable to determine the amount of tax relief available to the claimant, **provided**
16 **that the maximum amount of tax relief available to any claimant in any fiscal year shall**
17 **not exceed \$1,000:**

18 (1) If a single person and total household income is:

19 ~~[(A) less than \$12,500-\$20,000, 100 percent;~~

20 ~~(B) \$12,500 but less than \$15,000, 60 percent;~~

21 ~~(C) \$15,000 but less than \$17,500, 40 percent; or~~

22 ~~(D) \$17,500 but less than or equal to \$20,000, 20 percent.]~~

23 (A) *less than \$20,000, 100 percent;*

24 (B) *\$20,000 but less than \$55,000, a percentage that is reduced by 5*
25 *percent for each \$1,750 of household income above \$20,000;*

26 (C) *more than \$55,000, zero percent.*

27 (2) If a head of a New Hampshire household or a married person and total household
28 income is:

29 ~~[(A) less than \$25,000, 100 percent;~~

30 ~~(B) \$25,000 but less than \$30,000, 60 percent;~~

31 ~~(C) \$30,000 but less than \$35,000, 40 percent; or~~

32 ~~(D) \$35,000 but less than or equal to \$40,000, 20 percent]~~

33 (A) *less than \$30,000, 100 percent;*

34 (B) *\$30,000 but less than \$70,000, a percentage that is reduced by 5*
35 *percent for each \$2,000 of household income above \$30,000;*

36 (C) *more than \$70,000, zero percent.*

(e) The amount determined by subparagraph (d) is the allowable tax relief in any year, *provided however that the aggregate of tax relief checks issued by the commissioner to all taxpayers claiming eligibility for tax relief shall not exceed \$25,000,000 for the fiscal year to which the claim applies, exclusive of late filed claims which are accepted by the commissioner pursuant to paragraph VI(b) which shall be counted against the \$25,000,000 limit for the fiscal year in which the claims are received, and that the commissioner shall reduce proportionally the amount of each taxpayer's tax relief check for that fiscal year when a reduction is necessary to conform to the \$25,000,000 limit for that fiscal year.*

8 New Paragraphs; Low and Moderate Income Homeowners Property Tax Relief; Adjustment for Inflation; Forms. Amend RSA 198:57 by inserting after paragraph VIII the following new paragraphs:

IX. The amounts specified in subparagraph III(c), IV(b), IV(d), and IV(e) shall be adjusted annually for inflation and rounded to the nearest \$100 by the commissioner of the department of revenue administration based on the average change in the Consumer Price Index for All Urban Consumers, Northeast Region as published by the Bureau of Labor Statistics, United States Department of Labor. The average change shall be calculated using the calendar year ending 12-months prior to the beginning of the program year.

X. Each year, on or about May 1, the department of revenue administration shall mail the current year forms necessary to apply for property tax relief to each homeowner who received property tax relief under the provisions of paragraph IV in the prior year.

9 Study Committee on Low and Moderate Income Homeowners Property Tax Relief. There is established a committee to study the low and moderate income homeowners property tax relief program authorized by RSA 198:57-58.

I. The members of the committee shall be as follows:

(a) Three members of the senate, appointed by the president of the senate.

(b) Four members of the house of representatives, appointed by the speaker of the house of representatives.

II. Members of the committee shall receive mileage at the legislative rate when attending to the duties of the committee.

III.(a) The committee shall study, with the assistance of the commissioner of the department of revenue administration, issues relating to the extension of the low and moderate income homeowners property tax relief program to tenants who indirectly pay education property taxes as part of the rent that they pay for the right to live in their principal place of residence and domicile and shall make recommendations regarding said extension;

(b) The committee shall also study, with the assistance of the commissioner of the department of revenue administration, the relationship between household income, property values, and property taxation, as well as the sufficiency of data relating to that relationship that is currently

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1 available to the department of revenue administration, including data needed to determine the
2 impact of property tax changes by property classification, value, and ownership status, including
3 owner-occupied, out-of-state, commercial, residential, or other relevant ownership categories, and
4 shall report on its findings and recommendations on said relationship, data sufficiency, and changes
5 in assessment data collected, eligibility, and funding levels that would improve the low and
6 moderate income homeowners property tax relief program.

7 (c) The committee shall also study, with the assistance of the commissioner of the
8 department of revenue administration, the components of a statewide property tax deferral program
9 designed to provide relief to homeowner property taxpayers where taxpayer-specific circumstances
10 temporarily impair such taxpayers ability to timely pay their property tax bills, and shall make
11 recommendations regarding the development of such a program.

12 (d) The committee may solicit input or testimony from any person or organization the
13 committee deems relevant to the study.

14 IV. The members of the committee shall elect a chairperson from among the members. The
15 first meeting shall be called by the first-named house member. The first meeting of the committee
16 shall be held within 45 days of the effective date of this section. Four members of the committee
17 shall constitute a quorum.

18 V. The committee shall report its findings and any recommendations for proposed legislation
19 to the president of the senate, the speaker of the house of representatives, the senate clerk, the
20 house clerk, the governor, and the state library on or before November 1, 2021.

21 10 Effective Date.

22 I. Section 9 of this act shall take effect upon its passage.

23 II. The remainder of this act shall take effect July 1, 2021.

**HB 504-FN-LOCAL- FISCAL NOTE
AS INTRODUCED**

AN ACT relative to the state education property tax and the low and moderate income homeowners property tax relief program.

FISCAL IMPACT: State County Local None

STATE:	Estimated Increase / (Decrease)			
	FY 2021	FY 2022	FY 2023	FY 2024
Appropriation	\$0	\$0	Indeterminable Increase	Indeterminable Increase
Revenue	\$0	Indeterminable Decrease	Indeterminable Decrease	Indeterminable Decrease
Expenditures	\$0	\$0	Indeterminable Increase	Indeterminable Increase
Funding Source:	<input checked="" type="checkbox"/> General	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> Highway	<input type="checkbox"/> Other

LOCAL:

Revenue	\$0	Indeterminable	Indeterminable	Indeterminable
Expenditures	\$0	Indeterminable	Indeterminable	Indeterminable

METHODOLOGY:

This bill requires municipalities to pay the statewide education property tax (SWEPT) assessed, less collection costs, to the Department of Revenue Administration for deposit into the Education Trust Fund (ETF) and amends the calculation of state education grants. The bill also changes the thresholds and criteria for eligibility for the low and moderate income homeowners property tax relief program and specifies language and format for an additional tax relief statement regarding this program on municipal property tax bills..

The Department of Revenue Administration states that municipalities currently collect and retain the SWEPT locally to fund the state's share of education funding. The amount retained is recognized by the State as revenue to the ETF. By requiring municipalities to remit the SWEPT to the State after deducting collection costs, there would be an indeterminable reduction in revenue to the State based on the municipal deduction of costs from the \$363,100,000 that is assessed and collected. Municipal revenue will decline with the direct payment to the State but overall impact is indeterminable based on whether the SWEPT which would have been retained locally is more or less than what is remitted to the state. The DRA indicates that this change could be administered without any new positions but there would be an indeterminable cost for creating a new electronic filing and payment mechanism for the SWEPT to be paid to the

Department from the municipalities. The DRA states the proposed changes to the Low and Moderate Income Homeowners Program will increase claimants and relief amounts, resulting in an indeterminable increase in state expenditures up to a capped amount of \$25 million. The DRA would require an indeterminable additional appropriation for these claims beginning in FY 2023.

The New Hampshire Municipal Association states that any additional municipal costs related to new schedules, standards and procedures established by the Department of Revenue Administration for the remittance of education taxes are presumed to be deductible prior to sending such tax to the Department, therefore there would be no net effect on municipal expenditures. There may be cash flow issues related to how school districts will receive their allocated state education tax funds if this amount is no longer received directly from the municipality, but such possible impact is not known. The requirement to include additional information in a required format for tax relief statements may result in an indeterminable cost for software upgrades, additional paper and postage costs.

AGENCIES CONTACTED:

Department of Revenue Administration and New Hampshire Municipal Association

**New Hampshire House of Representatives
Public Guidance for Remote Committee Meetings
January 20, 2021**

How to register support/opposition on a bill

To sign in to speak on a bill or to register support or opposition, you will utilize the newly created sign-in form located on the general court website available here: <http://gencourt.state.nh.us/house/committees/remotetestimony/default.aspx> You are encouraged to sign in well in advance of the hearing. If you not wish to speak on a bill or register support or opposition, but wish to view the meeting, you are encouraged to watch via the House of Representatives YouTube channel available here: https://www.youtube.com/channel/UCxqjz56akoWRL_5vyaQDtvQ

This new online form will allow you to sign in on a bill as soon as it has been scheduled for a hearing.

1. Click on the date that the bill you are interested in is being heard.
2. Under the drop-down menus.
 - a. Select the committee that is hearing the bill.
 - b. Select the bill you are interested in.
 - c. Select a category (elected official, lobbyist, agency staff, member of the public).
3. If you are representing an entity or someone other than yourself, enter that information in the box.
4. Indicate whether you support, oppose or are neutral on the bill by checking the appropriate circle.
5. If you wish to speak, check that box. Please DO NOT check that box unless you plan to speak. You can register your position on a bill without speaking.
6. Click continue.
7. Enter your name and contact information.
8. Click continue.

9. Carefully review that the information you have entered is correct. If it is correct, check the box and click continue. This completes the sign in process.

The sign in list will be compiled for all bills being heard by the committee on a given day 30 minutes prior to the start of the first hearing. If you sign up after that time, the Chair will not have your name before them. Before the Chair closes each hearing, they will ask if there is anyone who hasn't had the opportunity to speak but wishes to do so. At this time, you can raise your hand to speak, but it is important that you identify yourself for the record.

How to submit written testimony

Written testimony should be submitted to the committee e-mail which will be forwarded to the entire committee. If you have signed up to testify or register your opinion on a bill, the confirmation page will include instructions for submitting testimony. You may also utilize the "Email All Committee Members" link found on the relevant committee web page.

How to testify on Zoom

On the day of the hearing, you can join the Zoom by clicking the link provided in the House Calendar. The Zoom will not begin before the posted start time of the first bill being heard by the committee. Once the Zoom is opened to the public, all attendees will be muted and will not have video capabilities. Only the Zoom panelists (committee members and staff) will have video capabilities. When it is your turn to speak, the Chair will call your name. When your name is called, please "raise your hand" to make it easier to locate your name in the list of attendees.

To raise your hand:

- If you are participating by Zoom: click the "raise hand" icon at the bottom of the screen, or press the "Alt" and "Y" keys on your keyboard at the same time.
- If you are participating by telephone: press *9

You will be granted speaking capabilities but please note that you may also need to "unmute" yourself on your own device. When you have completed your testimony, the staff will disable your speaking capabilities.

In a busy hearing with many speakers, the Chair may decide to call several names at a time and ask that you virtually raise your hand. Doing so will bump your name to the top of the attendee column and make it easier for the Chair to identify you and grant you speaking capabilities. Even if multiple names are announced and asked to raise their hand, speaking capabilities will still only be enabled one person at a time.

Depending on the number of speakers on a bill, the chair has the discretion to limit individual testimony to certain number of minutes. The purpose of a hearing is for the committee to take public comment.

The members of the committee may ask questions of those who testify. Therefore, the virtual hand raising feature should be limited to the scenario outlined above, or if a committee member poses a general question to the audience and you are able to provide an answer. To afford everyone the opportunity to speak and to assist the committee in adhering to time constraints, if you realize you forgot to say something after your allotted speaking time, you are encouraged to email the committee.

WEDNESDAY, FEBRUARY 17**RESOURCES, RECREATION AND DEVELOPMENT**

- 10:00 a.m. **HB 478**, relative to treatment of PFAS contaminants in the drinking water of the Merrimack Village Water District.
- 11:00 a.m. Executive Session
- 1:00 p.m. **HB 397**, relative to permitting fees under the shoreland protection act.
- 2:00 p.m. **HB 446**, establishing a committee to study the effects of recreational vehicles and other vehicles used in recreational activities on class 5 and 6 roads.
- 3:00 p.m. Executive Session Continuation
Executive session on pending legislation may be held throughout the day, time permitting, from the time the committee is initially convened.
Committee members will receive secure Zoom invitations via email.
Members of the public may attend using the following links:
1. To join the webinar: <https://www.zoom.us/j/93611943701>
 2. Or Telephone: Dial (for higher quality, dial a number based on your current location): 1-929-205-6099
 3. Webinar ID: [936 1194 3701](https://www.zoom.us/j/93611943701)
- The following email will be monitored throughout the meeting by someone who can assist with and alert the committee to any technical issues: hcs@leg.state.nh.us or call (603-271-3600).

WAYS AND MEANS

- 9:00 a.m. **HB 102**, relative to worldwide combined reporting for unitary businesses under the business profits tax.
- 10:00 a.m. **HB 252**, creating a committee to study the creation of a program giving employers tax credits on business taxes in exchange for providing stipends for child care needs to employees.
- 10:30 a.m. **HB 346**, relative to the funding source for the domestic violence programs fund.
- 1:00 p.m. **HB 400**, relative to the collection of sales taxes of foreign jurisdictions by New Hampshire businesses.
- 1:30 p.m. **HB 504-FN-L**, relative to the state education property tax and the low and moderate income homeowners property tax relief program.
- 2:00 p.m. **HB 621-FN**, allowing registers of deeds to retain a portion of the land and community heritage investment program surcharge.
Executive session on pending legislation may be held throughout the day, time permitting, from the time the committee is initially convened.
Committee members will receive secure Zoom invitations via email.
Members of the public may attend using the following links:
1. To join the webinar: <https://www.zoom.us/j/98448475898>
 2. Or Telephone: Dial (for higher quality, dial a number based on your current location): 1-929-205-6099
 3. Webinar ID: [984 4847 5898](https://www.zoom.us/j/98448475898)
- The following email will be monitored throughout the meeting by someone who can assist with and alert the committee to any technical issues: hcs@leg.state.nh.us or call (603-271-3600).

FRIDAY, FEBRUARY 19**FISCAL COMMITTEE (RSA 14:30-a)**

- 10:00 a.m. Regular meeting.
Committee members will receive secure Zoom invitations by e-mail.
Members of the public and state agency personnel may attend using one of the following alternatives:
1. Join the webinar: <https://zoom.us/j/93479421129>
 2. iPhone one-tap : US: +13017158592,,93479421129# or +13126266799,,93479421129#
 3. Telephone: Dial (for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866 or +1 253 215 8782 or
+1 346 248 7799 or +1 669 900 6833
 4. Webinar ID: 934 7942 1129
 5. International numbers available: <https://zoom.us/j/adHo3nxdGQ>
- The following e-mail address will be monitored throughout the meeting by staff who can assist with and alert the committee of any technical issues: LBA_Fiscal@leg.state.nh.us

	E	R	S	T	Y
1	Estimated FY2022	BASED ON HB 504 AS CURRENTLY PROPOSED			
2					
3	Municipal Summary of Adequacy Aid as Interpreted by Paul Deschaine, Town of Newington				
4		Total Calculated Cost of an Adequate Education	SWEPT @	Excess SWEPT to be sent to the State	
5		\$	\$1.825	\$	
6					
7	Moultonborough	1,949,351	6,520,888	-\$4,571,537	
8	Portsmouth	9,320,429	12,043,851	-\$2,723,422	
9	Rye	2,248,998	4,611,845	-\$2,362,847	
10	Wolfeboro	2,825,415	4,244,568	-\$1,419,153	
11	Lincoln	590,331	1,855,168	-\$1,264,837	
12	New Castle	233,618	1,461,482	-\$1,227,864	
13	Bartlett	1,048,464	2,261,385	-\$1,212,921	
14	Tuftonboro	1,067,707	2,166,667	-\$1,098,960	
15	Sunapee	1,600,956	2,688,500	-\$1,087,544	
16	Meredith	3,162,330	4,239,607	-\$1,077,277	
17	New London	1,350,677	2,387,037	-\$1,036,360	
18	Hampton	6,318,272	7,202,600	-\$884,328	
19	Newington	287,778	1,103,024	-\$815,246	
20	Newbury	867,602	1,655,815	-\$788,213	
21	Alton	2,815,612	3,602,058	-\$786,446	
22	Freedom	447,549	1,093,545	-\$645,996	
23	Center Harbor	364,394	932,360	-\$567,966	
24	Holderness	984,901	1,536,970	-\$552,069	
25	Jackson	344,126	863,513	-\$519,387	
26	Carroll	201,468	694,873	-\$493,405	
27	Bridgewater	357,316	761,930	-\$404,614	
28	Pittsburg	197,516	576,820	-\$379,304	
29	Hebron	215,324	572,472	-\$357,148	
30	Waterville Valley	248,132	602,993	-\$354,861	
31	North Hampton	2,010,693	2,324,606	-\$313,913	
32	Sandwich	536,526	815,639	-\$279,113	
33	Franconia	433,693	595,288	-\$161,595	
34	Hale's Location	3,787	147,484	-\$143,697	
35	Eaton	116,673	206,754	-\$90,081	
36	Hanover	4,504,558	4,582,585	-\$78,027	
37	Errol	72,687	145,440	-\$72,753	
38	Sugar Hill	250,043	302,615	-\$52,572	
39	Randolph	78,909	120,210	-\$41,301	
40	Success	-	26,594	-\$26,594	
41	Harrisville	374,725	396,687	-\$21,962	
42	Easton	117,962	137,664	-\$19,702	
43	Cambridge	-	18,653	-\$18,653	
44	Hart's Location	16,211	34,406	-\$18,195	
45	Dixville	-	16,276	-\$16,276	
46	Wentworth's Location	-	15,813	-\$15,813	
47	Millsfield	7,717	18,572	-\$10,855	
48	Pinkham's Grant	-	8,438	-\$8,438	
49	Odell	-	5,772	-\$5,772	
50	Dix's Grant	-	2,047	-\$2,047	
51	Groton	215,496	217,188	-\$1,692	
52	Washington	490,542	491,542	-\$1,000	-\$28,031,757

**Actual Revenue Estimates by Paul Deschaine Based on AIR Simulation Model Adopted by
the Commission as Part of their Report on 12/1/2020**

	A	B	O	P	R	S	T
1	Town Name	Simulated Total State Grant for an Adequate Education (Using 2018 Data)	Simulated Total State Education Tax Rate Revenues (Using 2018 data)	Difference between the Total State Education Tax and the State Grant -----(+) means raising more tax than needed and to be Paid to the State, - means raising less tax than needed and receiving additional Grant Funds)	2018 Actual Revenues Spent for School Operations from All Sources	Difference between Total State Grant and Actual Revenues Spent in 2018	Net Gain (-) or Loss (+) of Tax Revenue For Education at Previous Spending Levels (green column P plus red column S)
2	Portsmouth	\$35,322,819	\$75,120,162	\$39,797,342	\$39,539,254	\$4,216,435	\$44,013,777
3	Hampton	\$22,847,203	\$47,847,694	\$25,000,491	\$32,436,223	\$9,589,020	\$34,589,511
4	Moultonborough	\$8,868,147	\$32,704,474	\$23,836,327	\$12,459,220	\$3,591,073	\$27,427,400
5	Rye	\$7,922,321	\$26,547,461	\$18,625,140	\$13,040,295	\$5,117,974	\$23,743,113
6	Seabrook	\$16,407,228	\$32,969,115	\$16,561,887	\$21,438,189	\$5,030,961	\$21,592,848
7	Wolfeboro	\$9,069,988	\$25,277,141	\$16,207,153	\$16,817,155	\$7,747,167	\$23,954,320
8	Salem	\$49,854,594	\$64,988,666	\$15,134,072	\$66,676,753	\$16,822,159	\$31,956,231
9	Hanover	\$16,144,714	\$29,603,258	\$13,458,544	\$26,861,911	\$10,717,197	\$24,175,741
10	Meredith	\$14,187,049	\$27,486,392	\$13,299,343	\$17,842,115	\$3,655,066	\$16,954,409
11	Alton	\$10,835,833	\$22,745,874	\$11,910,041	\$14,962,153	\$4,126,320	\$16,036,361
12	Sunapee	\$6,608,095	\$16,833,883	\$10,225,788	\$11,204,804	\$4,596,709	\$14,822,497
13	New London	\$3,851,747	\$12,970,539	\$9,118,791	\$9,853,388	\$6,001,641	\$15,120,432
14	Bartlett	\$5,240,955	\$13,888,240	\$8,647,285	\$7,043,267	\$1,802,312	\$10,449,596
15	Tuftonboro	\$4,011,583	\$12,045,336	\$8,033,753	\$6,762,351	\$2,750,768	\$10,784,521
16	Gilford	\$17,254,936	\$25,033,512	\$7,778,576	\$19,540,120	\$2,285,184	\$10,063,760
17	Newington	\$1,378,441	\$8,696,435	\$7,317,993	\$2,094,389	\$715,948	\$8,033,941
18	Lincoln	\$2,439,380	\$9,432,017	\$6,992,636	\$4,790,717	\$2,351,337	\$9,343,973
19	Newbury	\$3,525,050	\$9,626,880	\$6,101,830	\$6,662,902	\$3,137,852	\$9,239,681
20	Holderness	\$4,120,489	\$9,543,214	\$5,422,725	\$6,556,114	\$2,435,625	\$7,858,350
21	New Castle	\$1,458,003	\$6,780,554	\$5,322,551	\$2,180,921	\$722,918	\$6,045,469
22	Lebanon	\$23,430,432	\$28,135,448	\$4,705,016	\$34,255,437	\$10,825,005	\$15,530,022
23	North Hampton	\$7,493,045	\$15,994,212	\$8,501,167	\$12,407,577	\$4,914,532	\$13,415,700
24	Freedom	\$2,570,427	\$6,730,203	\$4,159,776	\$3,540,313	\$969,886	\$5,129,663
25	Center Harbor	\$1,607,371	\$5,110,842	\$3,503,471	\$3,229,261	\$1,621,890	\$5,125,362
26	Atkinson	\$10,221,748	\$13,539,814	\$3,318,065	\$14,579,800	\$4,358,052	\$7,676,117
27	Bridgewater	\$1,530,993	\$4,617,063	\$3,086,070	\$1,570,236	\$39,243	\$3,125,313
28	Greenland	\$7,968,540	\$11,006,240	\$3,037,700	\$10,518,144	\$2,549,604	\$5,587,304
29	Jackson	\$1,639,190	\$4,619,267	\$2,980,077	\$2,365,676	\$726,486	\$3,706,563
30	Sandwich	\$2,324,122	\$5,271,532	\$2,947,410	\$3,263,938	\$939,816	\$3,887,225
31	Windham	\$33,011,100	\$35,756,798	\$2,745,699	\$50,460,112	\$17,449,013	\$20,194,711
32	Carroll	\$843,862	\$3,548,679	\$2,704,817	\$3,161,611	\$2,317,749	\$5,022,566
33	Waterville Valley	\$639,625	\$3,129,271	\$2,489,647	\$1,270,688	\$631,063	\$3,120,710
34	Hebron	\$799,883	\$3,072,580	\$2,272,698	\$680,911	-\$118,972	\$2,153,726
35	Durham	\$12,761,816	\$14,983,551	\$2,221,735	\$21,569,028	\$8,807,212	\$11,028,947
36	Pittsburg	\$1,106,745	\$3,249,235	\$2,142,490	\$2,102,323	\$995,578	\$3,138,069
37	Monroe	\$2,315,773	\$4,411,917	\$2,096,145	\$3,217,816	\$902,043	\$2,998,188
38	Wakefield	\$11,656,333	\$13,587,843	\$1,931,510	\$9,400,440	-\$2,255,892	-\$324,382
39	Hampton Falls	\$4,533,957	\$6,296,848	\$1,762,891	\$8,249,886	\$3,715,929	\$5,478,820
40	Franconia	\$2,173,325	\$3,692,813	\$1,519,489	\$3,113,120	\$939,795	\$2,459,284
41	Sanbornton	\$5,171,183	\$6,454,654	\$1,283,471	\$6,330,462	\$1,159,280	\$2,442,750
42	Dublin	\$2,139,652	\$3,302,743	\$1,163,092	\$3,939,753	\$1,800,101	\$2,963,193
43	Madison	\$6,038,560	\$7,135,240	\$1,096,681	\$6,936,376	\$897,817	\$1,994,497
44	Harrisville	\$1,561,443	\$2,526,832	\$965,389	\$1,752,213	\$190,770	\$1,156,160
45	Hancock	\$2,253,295	\$3,184,014	\$930,719	\$4,375,173	\$2,121,879	\$3,052,598
46	Eaton	\$490,521	\$1,354,673	\$864,153	\$765,960	\$275,439	\$1,139,592
47	New Durham	\$5,232,796	\$5,979,559	\$746,763	\$6,894,887	\$1,662,090	\$2,408,853

**Actual Revenue Estimates by Paul Deschaine Based on AIR Simulation Model Adopted by
the Commission as Part of their Report on 12/1/2020**

	A	B	O	P	R	S	T
1	Town Name	Simulated Total State Grant for an Adequate Education (Using 2018 Data)	Simulated Total State Education Tax Rate Revenues (Using 2018 data)	Difference between the Total State Education Tax and the State Grant -----(+ means raising more tax than needed and to be Paid to the State, - means raising less tax than needed and receiving additional Grant Funds)	2018 Actual Revenues Spent for School Operations from All Sources	Difference between Total State Grant and Actual Revenues Spent in 2018	Net Gain (-) or Loss (+) of Tax Revenue For Education at Previous Spending Levels (green column P plus red column S)
48	Sugar Hill	\$1,198,502	\$1,891,580	\$693,078	\$1,471,387	\$272,884	\$965,962
49	Millsfield	\$25,074	\$702,530	\$677,456	\$7,450	-\$17,624	\$659,831
50	Groton	\$1,082,594	\$1,753,392	\$670,798	\$728,935	-\$353,659	\$317,139
51	Errol	\$252,414	\$885,239	\$632,825	\$426,578	\$174,164	\$806,989
52	Hale's Location	\$30,164	\$612,283	\$582,119	\$0	-\$30,164	\$551,955
53	Brookfield	\$966,400	\$1,547,360	\$580,961	\$1,534,891	\$568,491	\$1,149,452
54	Washington	\$2,458,343	\$3,011,614	\$553,270	\$2,456,311	-\$2,033	\$551,238
55	Conway	\$21,021,944	\$21,566,329	\$544,386	\$21,478,609	\$456,665	\$1,001,051
56	Easton	\$470,442	\$896,584	\$426,142	\$398,091	-\$72,351	\$353,791
57	Dummer	\$460,273	\$847,092	\$386,819	\$483,891	\$23,618	\$410,438
58	Hollis	\$17,279,000	\$17,655,145	\$376,145	\$22,540,670	\$5,261,670	\$5,637,814
59	Randolph	\$427,375	\$776,864	\$349,489	\$347,095	-\$80,280	\$269,209
60	Nelson	\$1,215,474	\$1,552,729	\$337,256	\$1,274,418	\$58,945	\$396,200
61	Stratham	\$17,891,817	\$18,213,556	\$321,740	\$22,537,931	\$4,646,115	\$4,967,854
62	Canterbury	\$3,457,730	\$3,703,874	\$246,144	\$4,924,020	\$1,466,290	\$1,712,434
63	Clarksville	\$478,551	\$619,006	\$140,454	\$437,900	-\$40,652	\$99,803
64	Hart's Location	\$27,619	\$153,446	\$125,827	\$63,674	\$36,055	\$161,882
65	Wilmot	\$2,304,763	\$2,429,018	\$124,254	\$2,921,747	\$616,984	\$741,238
66	Woodstock	\$3,252,608	\$3,350,652	\$98,045	\$2,620,961	-\$631,646	-\$533,601
67	Springfield	\$2,585,728	\$2,672,871	\$87,143	\$3,584,662	\$998,934	\$1,086,078
68	Lyman	\$727,535	\$808,683	\$81,148	\$1,050,310	\$322,774	\$403,922
69	Stark	\$807,961	\$855,980	\$48,019	\$898,189	\$90,229	\$138,247
70	Windsor	\$332,787	\$366,411	\$33,624	\$215,334	-\$117,453	-\$83,829
71	Roxbury	\$294,377	\$327,992	\$33,616	\$463,862	\$169,485	\$203,101
72	Cornish	\$2,317,698	\$2,337,089	\$19,391	\$3,286,148	\$968,451	\$987,842
73	Shelburne	\$734,297	\$740,240	\$5,942	\$591,795	-\$142,503	-\$136,560

**USING NHDRA
MUNICIPAL AND PROPERTY DIVISION
2019 Equalization Survey Including Utilities and Railroad**

	A	B	C	D	E
1	Municipality	2019 Total Equalized Value Including Utilities & RR Tax	% of the Total Equalized Value	Estimated Assessment	Estimated Annual Cost of Lobbying Contract
2	Portsmouth	6,784,387,454	9.4%	\$11,316	\$120,000
3	Salem	5,758,775,055	8.0%	\$9,606	
4	Hampton	4,057,698,779	5.6%	\$6,768	
5	Moultonborough	3,610,712,814	5.0%	\$6,023	
6	Windham	3,127,881,124	4.3%	\$5,217	
7	Seabrook	3,005,723,286	4.2%	\$5,014	
8	Rye	2,536,438,251	3.5%	\$4,231	
9	Hanover	2,525,982,954	3.5%	\$4,213	
10	Lebanon	2,514,260,093	3.5%	\$4,194	
11	Meredith	2,335,103,686	3.2%	\$3,895	
12	Wolfeboro	2,326,208,167	3.2%	\$3,880	
13	Gilford	2,127,633,134	3.0%	\$3,549	
14	Alton	1,983,379,465	2.8%	\$3,308	
15	Conway	1,855,949,037	2.6%	\$3,096	
16	Stratham	1,576,544,944	2.2%	\$2,630	
17	Hollis	1,554,092,744	2.2%	\$2,592	
18	Sunapee	1,490,567,633	2.1%	\$2,486	
19	New London	1,321,078,870	1.8%	\$2,204	
20	Durham	1,312,883,720	1.8%	\$2,190	
21	North Hampton	1,290,053,186	1.8%	\$2,152	
22	Bartlett	1,249,472,584	1.7%	\$2,084	
23	Wakefield	1,212,936,197	1.7%	\$2,023	
24	Tuftonboro	1,202,255,928	1.7%	\$2,005	
25	Atkinson	1,198,704,778	1.7%	\$1,999	
26	Newington	1,073,222,127	1.5%	\$1,790	
27	Lincoln	1,040,831,599	1.4%	\$1,736	
28	Greenland	954,307,897	1.3%	\$1,592	
29	Newbury	913,248,475	1.3%	\$1,523	
30	Holderness	859,052,706	1.2%	\$1,433	
31	New Castle	802,742,782	1.1%	\$1,339	
32	Freedom	604,201,127	0.8%	\$1,008	
33	Madison	601,827,914	0.8%	\$1,004	
34	Hampton Falls	549,417,101	0.8%	\$916	
35	Sanbornton	547,089,540	0.8%	\$913	
36	New Durham	541,924,712	0.8%	\$904	
37	Center Harbor	513,395,718	0.7%	\$856	
38	Jackson	475,735,649	0.7%	\$794	
39	Monroe	472,062,380	0.7%	\$787	
40	Sandwich	455,266,261	0.6%	\$759	
41	Bridgewater	425,913,059	0.6%	\$710	

**USING NHDRA
MUNICIPAL AND PROPERTY DIVISION
2019 Equalization Survey Including Utilities and Railroad**

	A	B	C	D	E
1	Municipality	2019 Total Equalized Value Including Utilities & RR Tax	% of the Total Equalized Value	Estimated Assessment	Estimated Annual Cost of Lobbying Contract
42	Carroll	384,957,932	0.5%	\$642	
43	Waterville Valley	333,107,638	0.5%	\$556	
44	Franconia	332,217,273	0.5%	\$554	
45	Pittsburg	330,355,095	0.5%	\$551	
46	Canterbury	324,226,271	0.5%	\$541	
47	Hebron	320,159,924	0.4%	\$534	
48	Woodstock	303,290,184	0.4%	\$506	
49	Hancock	282,972,606	0.4%	\$472	
50	Washington	274,182,746	0.4%	\$457	
51	Dublin	267,826,093	0.4%	\$447	
52	Total Top 50 Donor Towns	71,942,258,693	100.0%	\$120,000.0	

SCOPE OF WORK

OBJECTIVE: The Coalition Communities 2.0 seek to enter into an independent contractor relationship with an individual or organization to provide three (3) tiers of services to include lobbying, legal, and/or communication services for the legislative years 2021-2022.

BACKGROUND: For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to communities whose cost of an adequate education exceeded the amount raised in SWEPT (known as “receiver” communities). Portsmouth, along with other donor towns, worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities”

A Commission to Study School Funding (“Commission”) was created by the Legislature in 2019. On December 1, 2020, the Commission issued its final report which recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess state education property tax to remit the “excess” to the state for redistribution to towns whose cost of an adequate education is more than the state education property tax the town generates. While the Commission did a thorough job in assessing students’ educational needs throughout the state, it failed to adequately address how those needs should be funded by improperly relying on the historically overburdened property tax to fund education. (see https://carsey.unh.edu/school-funding?utm_source=email&utm_medium=lnnm&utm_campaign=carsey-research for further details)

Education funding is a complex issue and it would be unduly burdensome and costly for each potential donor town to separately track, advocate, and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19. A new group of donor towns, called the Coalition Communities 2.0 is in the process of forming to pool resources for professional services as more fully set forth below. (See Exhibit I—a draft of the organizing Memorandum of Understanding)

BASIC SERVICES: Responsibilities of the Lobbyist/Advocate: To represent the interests of the Coalition Communities 2.0 before the New Hampshire General Court during the 2021-2022 biennium. Specifically, the Lobbyist/Advocate shall advocate for, provide information about and oppose selected bills, which are introduced during the session that address education funding primarily through an increase in the state education property tax and/or local property tax which

would create an education funding formula that returns to a donor and receiver town education funding concept. The Lobbyist/Advocate will exercise their responsibilities consistent with the legislative rules governing the conduct of lobbyists in New Hampshire. It is further expected that, when necessary, the Lobbyist/Advocate will participate remotely or be physically present at the legislature to attend hearings, discuss bills with legislative members, and testify on pending matters. The Lobbyist/Advocate will regularly communicate on activities to the Joint Board of the Coalition Communities 2.0 and work with its members to create communication plans and strategies for messaging and outreach to oppose donor/receiver education funding legislation.

SERVICE TIERS TO BE PROVIDED

1. Lobbying and Legislative Advocacy (Basic and Required)
2. Communications Planning (Possible Additional Services)
3. Legal Services (Optional Future Services Not Presently Required)

Nothing in this RFQ/P prohibits multiple firms from collaborating in making a unified proposal that addresses all three Service Tiers.

MEMORANDUM OF UNDERSTANDING
FOR PROFESSIONAL SERVICES
BETWEEN THE COALITION COMMUNITIES 2.0

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the City of Portsmouth and the Towns/Cities of ----- (hereinafter referred collectively as “Coalition Communities 2.0”) and each understands and agrees to the commitments, terms, and conditions contained in this Agreement.

WHEREAS, For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to the community’s whose total cost of education exceeded the amount raised in SWEPT (known as “receiver” communities).

WHEREAS, The former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities”. In part, due to the advocacy and lobbying efforts of the Coalition Communities, the legislature abolished the donor/receiver education funding formula and from 2006 through the present, communities now retain the “excess” SWEPT they raise.

WHEREAS, A Commission to Study School Funding (“Commission”) was created by the NH Legislature in 2019 to “review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students.” RSA 193-E:2-e;

WHEREAS, The Commission’s Report, issued on December 1, 2020, recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the “excess” SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates;

WHEREAS, The Commission’s Report was comprehensive in its analysis of students’ needs and in identifying the deficiencies in how the state fulfills its constitutional obligations to provide students with an adequate education but seriously deficient in its misplaced reliance on the broken and overburdened system of funding education through the property tax.

WHEREAS, Legislation will be introduced in 2021 that adopts in similar fashion the Commission’s recommendation of a donor/receiver education funding formula, which will have a substantially negative effect on the taxpayers from newly created donor communities (“Coalition Communities 2.0”);

WHEREAS, All Coalition Communities 2.0 are members of the New Hampshire Municipal Association (“NHMA”). NHMA provides advocacy and lobbying services to its members but it may not lobby on behalf of specific legislation supported or opposed by a municipality unless it is of interest to its members generally and supported by clear member-

adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. NHMA does not take a position on issues that pit one set of communities against another set of communities. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula;

WHEREAS, RSA 31:9 provides that "[t]owns may at any legal meeting authorize the employment by the selectmen of counsel in legislative matters in which the town is directly or indirectly interested, or may ratify the previous employment by the selectmen of such counsel and may grant and vote money therefor.";

WHEREAS, Education funding is a complex issue and it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19;

WHEREAS, The Coalition Communities 2.0 seek to share the cost of professional services, including but not limited to lobbying, communication, legal, and other professional services if required to advocate and educate others regarding its opposition to public policies related to the use of the property tax to fund education

THEREFORE, the Coalition Communities 2.0 enter into this Agreement for the purposes set forth above, as follows:

I. **DEFINITIONS**

A. "Advocate" shall mean the individual hired to provide professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

B. "Agreement" shall mean this document, this Memorandum of Understanding for Professional Services Between the Coalition Communities 2.0.

C. "Biennium" shall mean the current two-year term of the legislature beginning January, 2021 and ending December, 2022.

D. "Coalition Communities" shall mean donor towns under prior education funding formulas.

E. "Coalition Communities 2.0" shall mean any potential donor towns under an education funding formula that adopts the Commission's recommendation or any portion thereof that returns to a donor/receiver education funding formula. See also Member.

F. "Commission" shall mean the Commission to Study School Funding created by RSA 193-E:2-e.

G. "Donor communities" shall mean a community that when SWEPT is assessed

on the municipality's total equalized assessed property value, SWEPT raises more funds than the state's calculated cost of an adequate education assessed for all students. This excess SWEPT is remitted to and distributed by the state to receiver communities.

H. "Excess SWEPT" shall mean when the SWEPT is applied to the equalized property value of a town, it raises more in SWEPT than the state's calculated cost of an adequate education for all students in its community.

I. "Joint Board" shall mean the Joint Board for the Coalition Communities 2.0's Joint Board, which will be the oversight board for the Coalition Communities 2.0. This Joint Board shall not be confused with the Board of Selectmen for the individual towns that are members of the Coalition Communities 2.0.

J. "Lobbying Services" are the professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

K. "Member" shall mean a town or city that is a potential new donor town and party to this Agreement. A Member has contributed its full Assessment and is a full voting member. The Joint Board may create Associate Membership or other types of memberships for those towns who have made a contribution but not in the full amount of the suggested Assessment.

L. "Receiver Communities" shall mean a community that when SWEPT is assessed on the municipality's total equalized assessed property value, SWEPT raises less than the state's calculated cost of an adequate education for all its students. The state distributes excess SWEPT raised by donor communities to receiver communities to meet its obligation to fund an adequate education.

M. "Report" shall mean the report of the Commission entitled *Our Schools, Our Kids; Achieving Greater Equity for New Hampshire Students and Taxpayers, A Report From The Commission to Study School Funding, Submitted to the New Hampshire General Court, December 1, 2020 Relative to RSA 193-E:2-e*.

N. "SWEPT" shall mean the Statewide Education Property Tax or any other form of property tax assessed by the State of New Hampshire.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to allow the Coalition Communities 2.0 to jointly hire an advocate for professional lobbying, communication and legal services or other professional services and to share the costs associated with these services as more fully set forth in the Scope of Services attached as Exhibit A or other future contracts or Requests.

III. DURATION OF AGREEMENT

The term of this Agreement runs concurrent with the current biennium of the legislature from January, 2021 through December 31, 2022. This Agreement may be renewed for an additional two-year term by vote of the majority of the Members after receipt of authorization

from its board of selectmen or city council at its annual meeting held in July.

IV. MEMBERSHIP

The undersigned hereby organize and constitute themselves as Members of the Coalition Communities 2.0. The Members are listed in Exhibit B, which is attached and incorporated hereto. Each Member is authorized to participate by vote of its Board of Selectmen or City Council and copies of these votes are attached and incorporated as Exhibit C. Each signatory is an authorized representative of its town or city.

Members shall be limited to fifty (50). There will be an organizational meeting of the Members within 15 days of the execution of this Agreement. At the organizational meeting the Members will elect the Joint Board members as more fully described in Section V. Each Member is afforded one vote in all matters upon which require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

V. JOINT BOARD

1. Purpose of Joint Board

A. The Joint Board has the authority to enter into contracts on behalf of the Members, including but not limited to professional services contracts for lobbying, communication, legal and other professional services approved by majority vote of the Members, to hire, supervise, advise and direct the activities of the professionals hired under the terms any contract, to negotiate with respect to all matters relating to this Agreement, to request, collect, hold, accept, invest, disperse and expend funds, to approve bills and circulate documents necessary in order to keep Members informed of activities pursuant to this Agreement and conduct such other activities as the Joint Board deems necessary and proper to carry out the purposes of this Agreement.

B. The Joint Board shall have the sole authority to approve an annual operating budget, which it shall transmit to the Members.

C. Officers: Beginning with its first meeting and then annually thereafter, the Joint Board shall elect a Chair, Vice Chair and a Clerk from the members of the Joint Board. The Chair shall serve as the official spokesperson for the Members.

2. Membership of Joint Board

A minimum of five regular members of the Joint Board shall be comprised of three town/city managers and two elected officials from its Members. All Joint Board members shall be nominated at the Members' organizational meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term,

the Members will elect Joint Board members at its first meeting during the first 30 days of the second term. There are no term limits for Joint Board members. Joint Board members may be supported by appropriate staff from its community.

Joint Board members and its officers shall not be personally liable for any debt, liability or obligation of the Coalition Communities 2.0. All persons having any claim against the Coalition Communities 2.0 may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Coalition Communities 2.0.

3. Meetings:

A. Annual meetings. The Joint Board shall schedule one annual meeting of the Members during the term of this Agreement after the close of the legislative session in July.

B. Regular meetings. The Joint Board shall meet regularly at quarterly meetings or more frequently at the call of the Chair at such times and places that are mutually convenient to discuss issues of mutual concern to the Members. The Joint Board shall meet once a month with the Members while the legislature is in session. These meetings shall be held on the first Monday of every month at 11:00am. Additional meetings with Members may be scheduled either by the call of the Chair or by written request of five or more Members. The Clerk shall post proper notice of all meetings and shall record minutes pursuant to RSA 91-A:2. Attendance for purposes of quorum and voting may be by telephone or video, subject to the provision of RSA 91-A.

4. Voting and Alternates.

A. Number of Joint Board members. The membership of the Joint Board is comprised of five regular members and two alternate members.

B. Quorum. Three of the five Joint Board members in attendance at a meeting are necessary to form a quorum.

C. Majority vote. All votes will pass by simple majority.

D. Role of Alternates.

Alternate member(s) shall sit with all other Joint Board members during the meetings and may participate but may only vote if regular member can't participate on said item. If an alternate has already been appointed to sit in for a regular member, then the second alternate shall be appointed by the Chair.

If a Joint Board member has unexcused absences for 2 consecutive or 3 total meetings during the term of this Agreement, they will be deemed to have vacated their position and the Joint Board will be free to appoint an alternate as a regular member to the vacant position upon majority vote of the Joint Board. If a Joint Board member resigns or is unable

to continue to serve, the Joint Board will appoint an alternate as a regular member by majority vote of the Joint Board.

If alternates become regular members of the Joint Board, new alternates will be appointed by the Joint Board from all applicants that have been nominated by five or more Members.

VI. FINANCIAL AGREEMENT

A. **Apportionment of Cost:** The Coalition Communities 2.0 agree that they will apportion costs as follows:

Apportionments shall be assessed annually to each Member by the 30th of January (or no later than 30 days after the execution of this Agreement by all parties) of each year of the Agreement. The Apportionment may be based on each Member's percentage of the group's total equalized property value as determined by the most recent and available data from the NH Department of Revenue Administration. Once adopted, this Apportionment formula may not be amended without a majority vote of the Members. This Apportionment will take into account the contributions transferred by Members from the Claremont Coalition Account.

B. **Special Associate Member.** Special Associate Member Assessment shall be assessed by the Joint Board to Associate Members who are not parties to this Agreement and may not vote but have requested information and/or support the Coalition Communities efforts.

C. **Fiscal Agent.** The Members agree that the City of Portsmouth ("City") will be the fiscal agent for the funds described in paragraph A above. The funds will be collected by the Joint Board and held by the City for purposes set forth in this Agreement and the Request for Proposals set forth in Exhibit A. However, the Members have delegated all decisions relative to the acceptance and expenditure of funds to the authority to the Joint Board, as described more fully in section IV above

D. **Accounting for Funds.** The Joint Board with assistance from the Fiscal Agent shall provide to the Members from time to time, but at least quarterly, a formal accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.

E. **No funds will inure to the benefit of any member of the Joint Board, private individuals, or employee of municipalities subject to this Agreement except that reasonable compensation may be paid for services rendered to the Members, including but not limited to contracted services and administrative support.**

F. **Funds upon Termination.** Upon termination of this Agreement, no individual employee or member of the Joint Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of the all Members made in the year of distribution.

VII. Termination

A. **Mutual Agreement.** This Agreement may be terminated at the end of the two-year term upon mutual agreement of the Members' Boards of Selectmen and City Council. The Boards of Selectmen and City Council shall make the decision to terminate in July of the second year of the term of this Agreement.

B. **Terminate Without Penalty.**

If this Agreement is renewed for a second term, a Member wishing to withdraw from the Agreement shall give notice three months before the expiration of the initial two-year term and shall be responsible for its share of the Apportionment until the expiration of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement. This Agreement shall terminate upon completion of its two-year term if not renewed.

C. **Termination With Penalty**

A Member wishing to withdraw from the Agreement before the end of the two-year term shall be responsible for its share of the Apportionment until the completion of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.

VIII. Other

A. **Amendment:** This Agreement may be amended only by written Agreement signed by the majority of Members.

B. **City Council and Board of Selectman Approval:** All Members undersigned have received approval of this Agreement by its City Council or Board of Selectman and have been authorized to participate by votes taken on dates attached and incorporated as Exhibit C.

C. **Notices:** Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.

F. Separate Document: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

t/2021legislative//donortown/MOUandIM/mou/mou2021

EXHIBIT C
AUTHORIZATION AND SIGNATURE

The person executing this MEMORANDUM OF UNDERSTANDING, FOR PROFESSIONAL SERVICES BETWEEN THE COALITION COMMUNITIES 2.0 (Agreement) on behalf of the Town of _____ represents and warrants that they have all legal authority and authorization necessary to enter into this Agreement, and that such person has been duly authorized by its City/Town Council/Board of Selectmen to execute this Agreement on behalf of the undersigned City/Town and **will attach, as a separate exhibit, evidence of such authorization.** Further, the person executing this Agreement has been duly authorize to represent the undersigned City/Town as a member with regard to any terms contained within the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DATE: _____

CITY/TOWN OF: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

MAILING ADDRESS: _____

BEST AVAILABLE TELEPHONE: _____

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

MINUTES OF PRIOR MEETINGS



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

January 25, 2021 7:00 PM

DRAFT MINUTES

MEMBERS PRESENT: Chairman Jim Maggiore, Vice Chairman James Sununu, Selectman Larry Miller

ALSO PRESENT: Town Administrator Michael Tully

AGENDA

Chairman Jim Maggiore welcomed everyone to the January 25, 2021 Regular Select Board Meeting and called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance.

Chairman Maggiore said no motions were made in the Non-Public Meeting.

Motion: To seal the minutes of the Non-Public Meeting of January 25, 2021.

Motioned: Vice-Chair Sununu

Seconded: Selectman Miller

Vote: Motion approved by a vote of 3-0

First Public Comment Session

Phone: 603-758-1447; Email: jmaggiore@northhampton-nh.gov

No public comments.

Consent Calendar

5.1 Payroll Manifest of January 14, 2020 in the amount of \$248,424.13

5.2 Payroll Manifest of January 21, 2021 in the amount of \$67,456.70

5.3 Accounts Payable Manifest of January 21, 2021 in the amount of \$1,724,147.30

5.4 Cemetery Deeds

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

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

Select Board Regular Meeting
January 25, 2021

- 41
- 42 5.5 Solar Exemption Application
- 43 5.6 Abatement Applications
- 44 5.7 Supplemental Tax Bills
- 45

46 **Motion:** To approve the Consent Calendar as presented
47 **Motioned:** Vice-Chair Sununu
48 **Seconded:** Selectman Miller
49 **Vote:** Motion approved by a vote of 3-0

50
51 **Correspondence**

52 *Correspondence from State of New Hampshire Department of Revenue Administration (DRA) received*
53 *December 22, 2020 regarding North Hampton 2018 Full Statistical Update.*

54
55 Chairman Maggiore said on March 30, 2018 DRA received a signed contract between Town of North
56 Hampton and Vision Government Solutions to complete a full statistical update of all taxable and non-
57 taxable property effective 2018. The DRA Equalization Study of 2018 resulted in a median ratio of 95.5, a
58 coefficient of dispersion of 10.6 and a PRD of 1.03, all within IAAO and ASB recommended ranges and
59 show improvement over prior indicators of assessment level and equity; next assessment in 2023.

60
61 **Committee Updates**

62
63 Selectman Miller said at this time there is no meeting scheduled for the *Economic Development*
64 *Committee* for the next 2 months.

65
66 Chairman Maggiore said the *Heritage Commission* was scheduled but they were unable to hold the
67 meeting. The *Water Commission* has not had a meeting and they have ongoing legal issues and are still
68 engaged with Counsel.

69
70 Selectman Miller said the *Budget Committee* has adopted a Budget; the School will meet February 2, 2021
71 for Deliberative and the Town Deliberative will be held on February 6, 2021, both held in the School
72 Gymnasium.

73
74 Vice-Chair Sununu said the *Rails to Trails Committee* has not met and will be meeting in February.

75
76 **Report of the Town Administrator**

77 *A copy of the Report of the Town Administrator will be attached to these minutes.*

78
79 Report from January 12, 2020 through January 22, 2021 – The Budget Committee voted on all the Warrant
80 Articles and held the required Public Hearing on January 19, 2021; Warrants were published today and
81 posted on the Budget Committee webpage. Town is currently in good shape with 47% of the Budget
82 remaining and 24 weeks remaining in FY2021. Chief Mone warned of vehicle break-ins and stolen vehicles
83 in surrounding communities and an uptick in fraud and identity theft.

84
85 Fire Department: New Ambulance delayed and should arrive this week; Director Manzi set up an Ice Rink
86 at Knowles Field; PFAS investigation meeting held with Stone Hill Environmental January 13, 2021 and
87 hope to complete the investigation by June for DES approval. CBA agreement signed with International

88 Association of Firefighters Local 3211 and Warrant Article passed Select Board 3-0, Budget Committee 6-
89 0. GIS Tax Maps initiative under way for this summer.

90
91 Chairman Maggiore asked about providing information to the Town Moderator on who will move, second,
92 and speak to each Warrant Article. Vice-Chair Sununu offered to move each one and Selectman Miller
93 agreed to second.

94
95 **Items Left on the Table**

96
97 **NEW BUSINESS**

98
99 **10.1 Discussion of Cable Availability in North Hampton**

100
101 Chairman Maggiore said at legislative level last year was challenging bringing Cable Internet services to
102 unserved or underserved areas of North Hampton. Because all areas of North Hampton are served this
103 legislation does not open the Town to any benefits at the Board level. Vice-Chair Sununu said the
104 legislation in question here is NH SB170 which not only provides no benefits, but the Town would not be
105 eligible as they have an incumbent provider who provides high-speed internet services to the entire Town.

106
107 **10.2 Discussion Heritage Commission Sub-Committee Regarding Walkway at Town Clerk's Office**

108
109 Chairman Maggiore said the Town Clerk's office driveway reconfiguration is proposed by DOT with regard
110 to moving the entrance to the new Library construction project. The Heritage Commission came in with
111 the idea of turning the driveway into a walkway instead and wishes to establish a special Sub-Committee
112 to work with relative departments and DOT. Town Administrator Tully said the Sub-Committee was listed
113 under the Heritage Commission; Selectman Miller said it should be under the Select Board as they would
114 have authority over the use of the land. Vice-Chair Sununu said the purpose of the Sub-Committee would
115 be to get something to the Select Board to make a decision and said the proposed makeup of the
116 committee seems fine.

117
118 **Motion:** Move to establish a special committee to work with the Town, DOT, Library, Heritage
119 Commission, Town Clerk and any other relevant agency or governing body to develop a plan to replace
120 the current oval driveway in front of the Town Clerk's office with an oval walkway and run an attendant
121 fund-raising campaign to support the effort.

122 **Motioned:** Chairman Maggiore; Selectman Miller said the walkway should not be designated as "oval"

123 **Seconded:** Vice Chair Sununu, as amended.

124
125 **Discussion:** Chairman Maggiore said members of the Sub-Committee could be: 2 Heritage Commission
126 members, 1 Select Board member, 1 Library Trustee, Town Clerk or appointee, and 2 members of the
127 public. Town Administrator Tully said in general they usually advertise in Friday Folders for volunteers and
128 asked suggestions be presented at the Select Board meeting in March, and state that the committee stays
129 in place until project completion.

130
131 **Vote:** Motion approved, as amended, by a vote of 3-0

132
133 **10.3 Discussion of Oliver Brook Trail Parking Area**

134

135 Town Administrator Tully said the Conservation Commission brought this project forward at the end of
136 last year for funding; project was put on hold pending grant application. They were successful in getting
137 the grant and asked Director Hubbard to go down to the site and work on the parking area. Director
138 Hubbard said his trucks are currently in winter mode but felt it would be a quick project as long as the
139 Board agrees with the minimal cost for materials. Completion and grading of parking area will provide a
140 place for wood deliveries and the NH SCA Corps will be there in summer to determine materials needed.

141
142 **Motion:** To authorize the DPW to proceed with the construction of the parking area on Loman Road for
143 the Oliver Brook Trail project to the Little River Conservancy as previously discussed.

144 **Motioned:** Vice-Chair Sununu

145 **Seconded:** Selectman Miller

146
147 Town Administrator Tully said the Town will take care of the funding and the cost should be minimal.
148 Chairman Maggiore thanked the Conservation Commission for their extensive work on this project.

149
150 **Vote:** Motion approved by a vote of 3-0

151

152 **MINTES OF PRIOR MEETINGS**

153

154 **Approval of the Regular Meeting Minutes of January 11, 2021**

155

156 **Motion:** To approve the Regular Meeting Minutes of January 11, 2021 as presented.

157 **Motioned:** Vice-Chair Sununu

158 **Seconded:** Selectman Miller

159 **Vote:** Motion approved by a vote of 3-0

160

161 **Approval of the Non-Public Meeting Minutes of January 11, 2021**

162 **Motion:** To approve the Non-Public Meeting Minutes of January 11, 2021 as presented.

163 **Motioned:** Vice-Chair Sununu

164 **Seconded:** Selectman Miller

165 **Vote:** Motion approved by a vote of 3-0; minutes remain sealed

166

167 **Approval of the Non-Public Meeting Minutes of December 28, 2020**

168 **Motion:** To approve the Non-Public Meeting Minutes of December 28, 2020 as presented.

169 **Motioned:** Vice-Chair Sununu

170 **Seconded:** Selectman Miller

171 **Vote:** Motion approved by a vote of 3-0; minutes remain sealed

172

173 **Any Other Item that may legally come before the Board**

174

175 Chairman Maggiore said the Legislature will start with its active work next Monday; all meetings will be
176 virtual.

177

178 **Second Public Comment Session**

179 *Phone: 603-758-1447; Email: jmaqqiore@northhampton-nh.gov*

180

181 No public comments.

182

Select Board Regular Meeting
January 25, 2021

183 **Next Regular Meeting:** February 8, 2021

184

185 **Adjournment**

186

187 Chairman Maggiore adjourned the meeting at 7:53 pm.

188

189 Respectfully submitted,

190

191 Patricia Denmark, Recording Secretary

192

193

DRAFT