



ESTABLISHED 1976

APPRAISAL OF



The Property

LOCATED AT:

8 North Rd
North Hampton, NH 03862

CLIENT:

Helmut & Heide Fritz
11 Janvrin Rd
Hampton, NH 03842

AS OF:

December 27, 2017

BY:

Jonathan N. Wood
NH Certified Residential Appraiser No.836

Shurtleff Appraisal Associates Inc.



ESTABLISHED 1976

Fritz Rev. Trust
File No. 171218-1

January 2, 2018

Helmut & Heide Fritz
11 Janvrin Rd
Hampton, NH 03842

File Number: 171218-1

Dear Mr & Mrs Fritz;

In accordance with your request, I have appraised the real property at:

8 North Rd
North Hampton, NH 03862

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the defined value of the property as of December 27, 2017 is:

\$345,000
Three Hundred Forty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Respectfully submitted,

Jonathan N. Wood
NH Certified Residential Appraiser No.836

---- PLEASE SEE ADDENDUMS FOR SCOPE OF WORK, DEFINITIONS AND ADDITIONAL EXPLANATION ----

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

State of New Hampshire

REAL ESTATE APPRAISER BOARD
 APPROVED TO PRACTICE AS A
 CERTIFIED RESIDENTIAL APPRAISER
 ISSUED TO: JONATHAN N. WOOD



Certificate No. NHCR-836

EXPIRATION DATE: 11/30/2018

State of New Hampshire

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NHCR-836EXPIRATION DATE
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For additional information, please contact the Board office at don.couture@nh.gov or visit our website at
<http://www.nh.gov/nhreb>

Land Appraisal Report

Fritz Rev. Trust
File No. 171218-1

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.																																																		
	Client Name/Intended User Helmut & Heide Fritz		E-mail																																																
	Client Address 11 Janvrin Rd		City Hampton State NH Zip 03842																																																
	Additional Intended User(s) This appraisal report is intended for the sole use of the client named above or their advisors or assignees for the purpose stated below, any other use will require permission from the appraiser and additional fees will be incurred.																																																		
SUBJECT	Intended Use The client has stated the intended use of this appraisal is to determine market value of the real estate listed below; in order to assist the above named client with a financial decision regarding that asset. Any other use will require permission from the appraiser.																																																		
	Property Address 8 North Rd		City North Hampton State NH Zip 03862																																																
	Owner of Public Record Helmut & Heide Fritz Rev. Trust		County Rockingham																																																
	Legal Description Book 3445 Page 0126 See Addendum for explanation																																																		
SALES HISTORY	Assessor's Parcel # 017/107/002		Tax Year 2017 R.E. Taxes \$ 14.80																																																
	Neighborhood Name North Hampton		Map Reference Univ. Atlas pg 106 Census Tract 0660.00																																																
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)																																																		
	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																		
NEIGHBORHOOD	Prior Sale/Transfer: Date None within past 3 years Price N/A		Source(s) Municipal records																																																
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) As of the appraisal date no prior sale or conveyance of the subject was found over the last three years. Comparable sales 1, 3, 4, 5 & 6 were also checked for any type of conveyance for the year prior to the respective sale date and none were found. Comp 2 was purchased in an arms length transaction (MLS# 4457062 - 1/15/2016 - \$300,000 - 15 DOM), and then remarket through traditional realtors with typical market exposure.																																																		
	Offerings, options and contracts as of the effective date of the appraisal To the best of the appraiser's knowledge, and as of the appraisal date, the subject is not known to be offered for sale, nor is it known to be under contract or option of sale.																																																		
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Site Comments Unless otherwise noted the utilities checked above are available to the subject at the street and those utilities are assumed adequate to support the stated highest and best use.																																																			
MARKET DATA ANALYSIS	ITEM		SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3																																										
	Address 8 North Rd		North Hampton, NH 03842		6 Cotton Farm Lane		21 Maple Road		23 Maple Road																																										
					North Hampton, NH 03842		North Hampton, NH 03842		North Hampton, NH 03842																																										
	Proximity to subject				1.58 miles SE		1.79 miles SE		1.76 miles SE																																										
	Sales Price		\$		\$ 350,000		\$ 375,000		\$ 300,000																																										
	Price \$/ Site		0		350,000		375,000		300,000																																										
	Data Source		Inspection, Assessor		MLS#4495326, Assessor, View		MLS#4457062, Assessor, View		MLS#4457040, Assessor, View																																										
	Date of Sale and Time Adjustment		DESCRIPTION		DESCRIPTION +(-) Adjust.		DESCRIPTION +(-) Adjust.		DESCRIPTION +(-) Adjust.																																										
	Location		Res/ThruRoad		s02/17;c01/17 9,600		s12/16;09/16 11,300		s01/16;11/15 17,300																																										
	Site/View		2.11 ±Ac/Res/Woods		Res/Cul de Sac -14,000		Res/ThruRoad		Res/ThruRoad																																										
	Street frontage		175 ± FT		2.01 ±Ac/Res/Wood 0		2.00 ±Ac/Res 0		2.00 ±Ac/Res 0																																										
	Topography		Gently Rolling		225 ± FT 0		176 ± FT 0		175 ± FT 0																																										
	Utilities		Gently Rolling		Gently Rolling		Gently Rolling		Gently Rolling																																										
	Other		Ele at street		Ele at street		Ele at street		Ele at street																																										
Sales or Financing		Wooded Site		Open Site -30,000		Shared DW		24,000																																											
Concessions		Not for Sale		Cash - DOM 224		Investment - DOM 42		Com Loan - DOM 15																																											
Net Adj. (Total)		Not for Sale		None		None		None																																											
Indicated Value of Subject				<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 4,400		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 18,700		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 41,300																																											
				Net Adj. -1.3%		Net Adj. -5.0%		Net Adj. 13.8%																																											
				Gross Adj. 6.7% \$ 345,600		Gross Adj. 11.0% \$ 356,300		Gross Adj. 13.8% \$ 341,300																																											
Summary of Sales Comparison Approach The reasonable exposure time for the subject property is estimated to be 30 to 90 days, assuming proper marketing and pricing. See the attached addendum notes on the adjustment process and reconciliation of the sales data.																																																			
RECONCILIATION	This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to the following: No Extraordinary Assumptions or Hypothetical Conditions applied, subject property is appraised in its as seen condition as of the date of this report.																																																		
	Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 345,000 as of 12/27/2017 , which is the effective date of this appraisal.																																																		

Fritz Rev. Trust
File No. 171218-1

MARKET DATA ANALYSIS MARKET DATA ANALYSIS

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.
9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

The following statements are in addition to the above stated comments.

Part 1 - The Reporting Process: This Appraisal Report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2-2(a). As such it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report.

Part 2 - Identification of the Subject Property: Unless otherwise noted; the subject of this report has been identified via the following sources; municipal assessment records and county legal records via a legal description or recorded site plan.

Part 3 - Type and Extent of Data Research: A complete analysis of market conditions in the subject's market area was made relevant to the property type and market segment along with a complete analysis of highest & best use.

Part 4 - Inspection and Rating of the Subject Property: The appraiser completed a limited site walk; photographs were taken; soil types were observed via readily available sources. The appraiser is not an engineer nor soil scientist and even though due diligence has been performed; judgements of useable or non-useable area, flood zones, easements, restrictions or potential contamination are based on the appraiser's overall observations and the data that is readily available; that data will vary from professional site plans to municipal tax records and soil survey's available from the internet or in print from local sources (depending on the the property specific data that is readily available). This appraisal reflects an overview of the subject property based on the readily available documentation and the appraiser's experience it should not be construed to be all inclusive with regards to soil types, legal issues or contamination issues that are not readily apparent. Unless otherwise stated, the appraiser has no knowledge of any hidden or unapparent conditions of the property that would make it more or less valuable. Statements relevant to those areas of the site that were not readily accessible are collected via sources believed to be reliable; including but not limited to owner's or agent's statements and any other available documentation along with the appraiser's prior experience with similar properties. Property Ratings (ie. fair, average, good) are qualitative in nature in order to make a reasonable analysis with the comparable sales; these ratings are again based on readily observable conditions noted by the appraiser during the data collection and analysis process. If the client has additional questions or concerns a professional in that specific area of question (ie; engineer, attorney or soil scientist should be contacted). If additional testing or research reveals conditions that are not reflected in this appraisal it could impact the opinion of value; the appraiser should be contacted and the report will be revised at the client's expense.

Part 5 - Valuation Analysis: The Sales Comparison Approach, Cost Approach and Income Approaches to value were considered in this appraisal. The Sales Comparison Approach is applicable to the valuation of the subject and was completed. Land valuation is a component of the Cost Approach and that approach is not applicable or applied in this appraisal. The Income Approach has very limited applicability in the appraisal of unimproved parcels of land and has not been developed in this report. Part 6 - Clarification on Intender User: The Intended User of this appraisal report is the entity, person or persons named as the "Client" in this report. The Intended Use of the appraisal is defined on page 1 of the appraisal form, subject to all stated Scope of Work, purpose of the appraisal and reporting requirements of this appraisal report and the stated definition of Market Value. No additional Intended Users are identified by the appraiser.

Land Appraisal Report

Fritz Rev. Trust
File No. 171218-1

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:
See the USPAP Addendum

Additional Certifications:

See the USPAP Addendum

Definition of Value: ☒ Market Value ☐ Other Value: _____

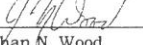
Source of Definition: Appraisal Foundation

See the USPAP Addendum

ADDRESS OF THE PROPERTY APPRAISED:

8 North Rd
North Hampton, NH 03862
EFFECTIVE DATE OF THE APPRAISAL: 12/27/2017
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 345,000

APPRAISER

Signature: 
Name: Jonathan N. Wood
State Certification # NHCR-836
or License # _____
or Other (describe): _____ State #: _____
State: _____
Expiration Date of Certification or License: 11/30/2018
Date of Signature and Report: 01/02/2018
Date of Property Viewing: _____
Degree of property viewing:
☒ Did personally view ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Did personally view ☐ Did not personally view

ADDENDUM

Client: Helmut & Heide Fritz
Property Address: 8 North Rd
City: North Hampton

File No.: 171218-1
Case No.: Fritz Rev. Trust
State: NH Zip: 03862

Legal Description

The appraiser's review of the legal description is primarily for the property identification issues and a check for any adverse or unusual conditions or restrictions. No responsibility is assumed for an opinion of legal nature, such as ownership of the property or condition of the title. The appraiser assumes the title to the property to be marketable; that unless stated to the contrary, the property is appraised as an unencumbered fee which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Neighborhood Market Conditions for Single Family Dwellings

Brokers, appraisers and economic reports are stating that gradually improving economic condition are increasing demand, the rise in sales volume has reduced inventory and is swinging most markets towards balance and in some cases even shortage for the first time in 6-7 years. The result is two prong; as upward pressure builds higher pricing tends to draw sellers to the market as the improving economic conditions draw buyers; add to that the impact of seasonal shifts and the results of statistical studies may show exaggerated results.

Looking at the North Hampton, NH market for single family dwellings, there are 37 units for sale; over the past year 82 sold, or say 7 sales per month; this translates to a 5 to 6 month supply at the current sales rate.

A year-over-year analysis shows the median days on market over the past year was 28, as compared to 35 the year prior or say a 19% decrease in marketing time; sales volume also increased from 70 units the year prior to 82 or say 17%. Median sales price for this market segment was \$587,000 compared to the year prior at \$493,000 it shows an 19% increase. Although indicative of the subject's market segment the above statistics can be affected by seasonal conditions as well as shifts in market demand for the various segments that make up the overview and the reliability of a relatively small dataset comes into question; therefore it is not applied on a straight-line basis in this report.

As another source the most recent data from the Federal Housing and Finance Agency (www.fhfa.gov) for "Purchase Only Index" was reviewed and shows an improving market over the last 12 quarters. The annual per-cent of change for Q4, 2016 on a state wide basis for NH shows an increase of 8.17%.

This analysis concludes that this market segment, in this area appears to be improving and while there could be some downward pressure on values due to seasonal slow sales volume, it is showing improvement as compared to the last 2-3 years. In light of the general economic conditions throughout the region these trends are not expected to change over the next 3-6 months.

Looking at the North Hampton, NH market for single family building sites, there are no units for sale; over the past year 1 sold for \$350,000. There have been only two new construction sales in North Hampton over the past 12 months while there are six currently on the market with an average of 150 Days On Market, indicating a relatively slow market for new construction and the consequent adsorption of building sites.

Given the significantly limited data, the overall market conditions rate applied for building site sales in this appraisal is: 3%.

Zoning Compliance

The subject pre-dates current zoning regulations. Although a conforming use within the district it does not meet frontage requirements. This legal non conforming status is not unusual in this general area and has no measurable effect on marketability. The improvements maybe replaced within 1 year of destruction by fire or natural causes.

Comments on Sales Comparison

General Comments on the Comparable Selection Process - The real estate market in general is showing improvement after an extended period of historically low sales volume; as the market is transitioning from recessionary conditions towards balance in most market areas of the region there remains a diversity of sales data in terms of price and property characteristics, add to that the impact of seasonal swings and the various motivations of both buyers and sellers there tends to be a wider range of sale prices for otherwise comparable properties than what might be expected. These conditions are not specific to the subject community and it is assumed if current economic conditions continue to show gradual improvement that spread or diversity of values may narrow to more traditional expectations. The comparables selected for this report are judged the best available as of the effective date of this report.

ADDENDUM

Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH Zip: 03862

There were insufficient comparable sales that occurred within 90 days of the effective date, hence older, comparable sales were used.

Search Criteria: Residential building sites within North Hampton, NH with sale dates within 24 months of the effective date. Two additional comps were added to the grid from abutting towns to test reasonability, but not used in the final reconciliation of value.

Comments on Sales Concessions - Each comparable has been researched for sales concessions. The amount of that concession is reported when confirmation is possible via a party involved with the transaction and that comparable is adjusted to reflect the net sale price as required by the Uniform Standards of Professional Appraisal Practice (USPAP). The required entry of "0" should not be construed to mean there are no concessions as in some cases a party to the transaction would not disclose that data and no concessions are assumed.

Date of Sale/Time - Time or market condition **adjustments, when applicable, are made from the contract date.**

The market study completed for this report concluded a **rising** market; all comparables are within 10 months. The overall market conditions annual rate applied in this appraisal is: **3% annually**.

Location Differences and Distances - Classification of location features is broad based and subjective to the appraiser's opinion based on the numerous data points of that location as compared to the comparables location factors. Although proximity of the comparable is a consideration, it is not unusual in this market for comparables to be more than a mile away and be strong indicators of market reaction to the subject. The comparables used here are considered the best available. In this appraisal although there are variances of location factors there are also offsetting factors that are judged to balance; measurable differences were considered applicable as follows:

Location	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
Town	N Hampton	N Hampton Similar	N Hampton Similar	N Hampton Similar	N Hampton Similar	Stratham Inferior	Rye Superior
Through Road	Yes	Cul de Sac Superior	Similar	Similar	Similar	Similar	Cul de Sac Superior
Beach Proximity	Not Walkable	Similar	Similar	Similar	Similar	Similar	Walkable Superior
Adjustment		- Moderate	None	None	None	+ Moderate	- - Significant

In general, market data indicates typical buyers of vacant land in North Hampton would pay moderately less for sites in Stratham and significantly more for sites in Rye.

Variance in Site Area - Unless otherwise noted the subject and comparables presented in this report are assumed to be single residential building sites. Minor differences in site area are generally not measurable in this market; wider variations can be influenced by the variables of topography as the unimproved portions of the site may be of nominal use. Those variables impact the contributory value of surplus residential land which based on prior studies can range from as little as \$100 per acre upward of \$6,000 per acre. When it is determined that some excess land may exist that is useable and adds value, the adjustments can be made on a dollars per acre basis of say a \$500 to \$6,000 per acre or possibly on the basis of say 2.5-10% per doubling of the size difference.

In this case there are no significant differences between the subject and the comparables lots as all sites are

USPAP ADDENDUM

Fritz Rev. Trust
File No. 171218-1

Borrower: _____
 Property Address: 8 North Rd
 City: North Hampton County: Rockingham State: NH Zip Code: 03862
 Lender: Helmut & Heide Fritz

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 30-90

The appraiser's estimate of reasonable marketing time is based on data collected and reported in the Market Conditions section of this appraisal report, along with the comparables sales and or listing data where applicable along with every day experience in this particular market area.

Additional Certifications

- ☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

See Attached Addendum for Clarification of Intended Use and Intended User and Definition of Market.

APPRAISER:

Signature: [Signature]
 Name: Jonathan N. Wood
 Date Signed: 01/02/2018
 State Certification #: NHCR-836
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: NH
 Expiration Date of Certification or License: 11/30/2018
 Effective Date of Appraisal: December 27, 2017

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Supervisory Appraiser inspection of Subject Property:
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior

ADDENDUM

Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH Zip: 03862

Comments on Appraisal and Report Identification

Clarification of Intended Use and Intended User: The Intended User of this appraisal report is the named client. The Intended Use is to evaluate the property that is the subject of this appraisal for estate settlement purposes; subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

ADDENDUM

Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH Zip: 03862

legal, single family, building lots, with no adjustments required.

View Classifications - as with location factors; view considerations are broad based and subjective to the appraiser's opinion based on information gathered at the subject property and the exterior view of the comparable. There can be cases where adjustments are needed and the classification is the same; in that case an explanation will be provided. In this case there are some variance of view factors between the subject and the comparables but none were considered to be measurable and no adjustments are applied.

Other Adjustments - are based on typical market reaction as observed by the appraiser in this market area.

Comp 1 is a similarly wooded lot and would require similar site preparation as the subject.
Comp 2 is a vacant, open lot with limited need for site prep and considered moderately superior.
Comp 3 although an open lot, is encumbered with a share driveway limiting house siting and requiring driveway maintenance agreement, considered moderately inferior.
Comp 4 is an open lot with approximately 50% wetland limiting house siting and requiring driveway maintenance agreement, considered moderately inferior.
Comp 5 is a similarly wooded lot and would require similar site preparation as the subject.
Comp 6 is a vacant, open lot with limited need for site prep and considered moderately superior.

Reasoning for Qualitative Percentage Adjustments are as follows:
2% to 4%: Slight differences
4 to 8%: Moderate differences
9 to 15%: Significant differences

The choice of an adjustment factor is a judgment on the appraiser's part, but it is based on market extracted information. It reflects the appraiser's perception of buyer reaction to a particular element of value. Qualitative adjustments are rounded to the nearest \$100, with no adjustments less than \$1,000 applied.

Reconciliation - Sales 1, 2,3 & 4 are reasonable replacements and a good reflection of market activity in North Hampton, the value stated, as of the effective date, is concluded as the most probable indication of market value as defined in this report.

Two additional comps were added to the grid from abutting towns to test reasonability, but not used in the final reconciliation of value.

Net Adjustments in Excess of 10% - Although, net adjustments of comps 2, 3, 4, 5 & 6 exceed 10% this is not unusual in this market segment given the limited number of comparable properties sold within the preferred time frame. Further, Fannie Mae B4-1.3-09: Adjustments to Comparable Sales (04/15/2014), states:

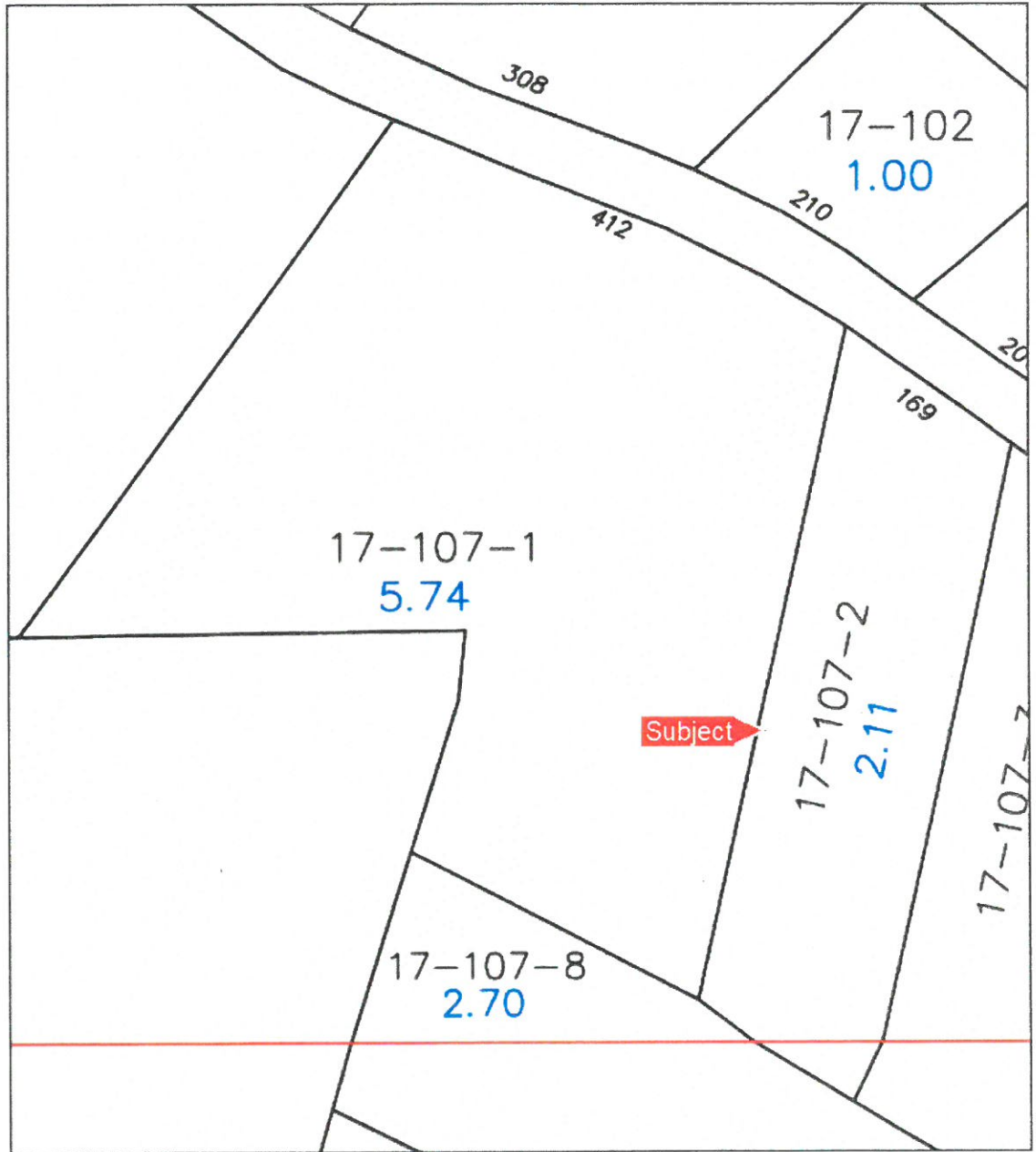
Analysis of Adjustments

The net and gross percentage adjustments to a comparable sale being in excess of 15% and 25%, respectively, may be considered as a general indicator of the comparability of a property. However, they are not necessarily indicative of the accuracy of the adjustments. The number and/or amount of the dollar adjustments must not be the sole determinant in the acceptability of the comparable. It is acceptable for a comparable to have adjustments in excess of 15% net and 25% gross provided the appraiser explains why it was necessary to exceed those parameters. It is unacceptable for an appraiser to not provide the proper amount of adjustment (i.e., under-adjust) just to remain within the 15% and 25% parameters.

PLAT MAP

Client: Helmut & Heide Fritz
 Property Address: 8 North Rd
 City: North Hampton

File No.: 171218-1
 Case No.: Fritz Rev. Trust
 State: NH Zip: 03862

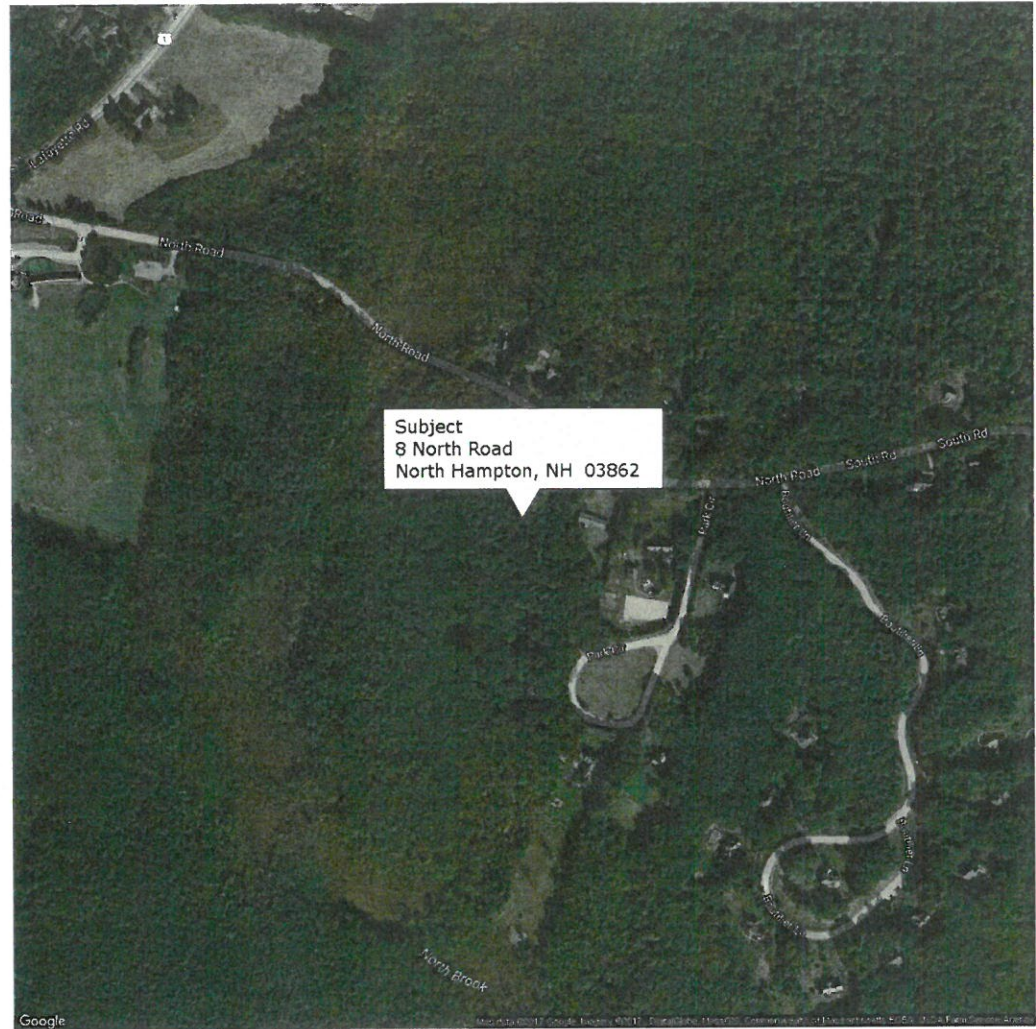


Shurtleff Appraisal Associates Inc.
 ESTABLISHED 1976

FLOOD MAP

Client: Helmut & Heide Fritz
Property Address: 8 North Rd
City: North Hampton

File No.: 171218-1
Case No.: Fritz Rev. Trust
State: NH Zip: 03862



FLOOD INFORMATION

Community: TOWN OF NORTH HAMPTON
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 33015C0430E
Panel: 0430E
Zone: X
Map Date: 05-17-2005
FIPS: 33015
Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.



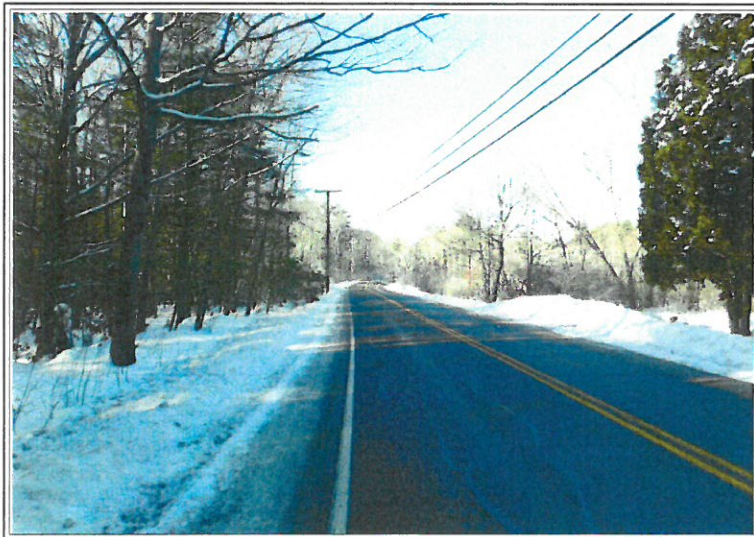
SUBJECT PROPERTY PHOTO ADDENDUM

Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH Zip: 03862



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: December 27, 2017
Appraised Value: \$ 345,000

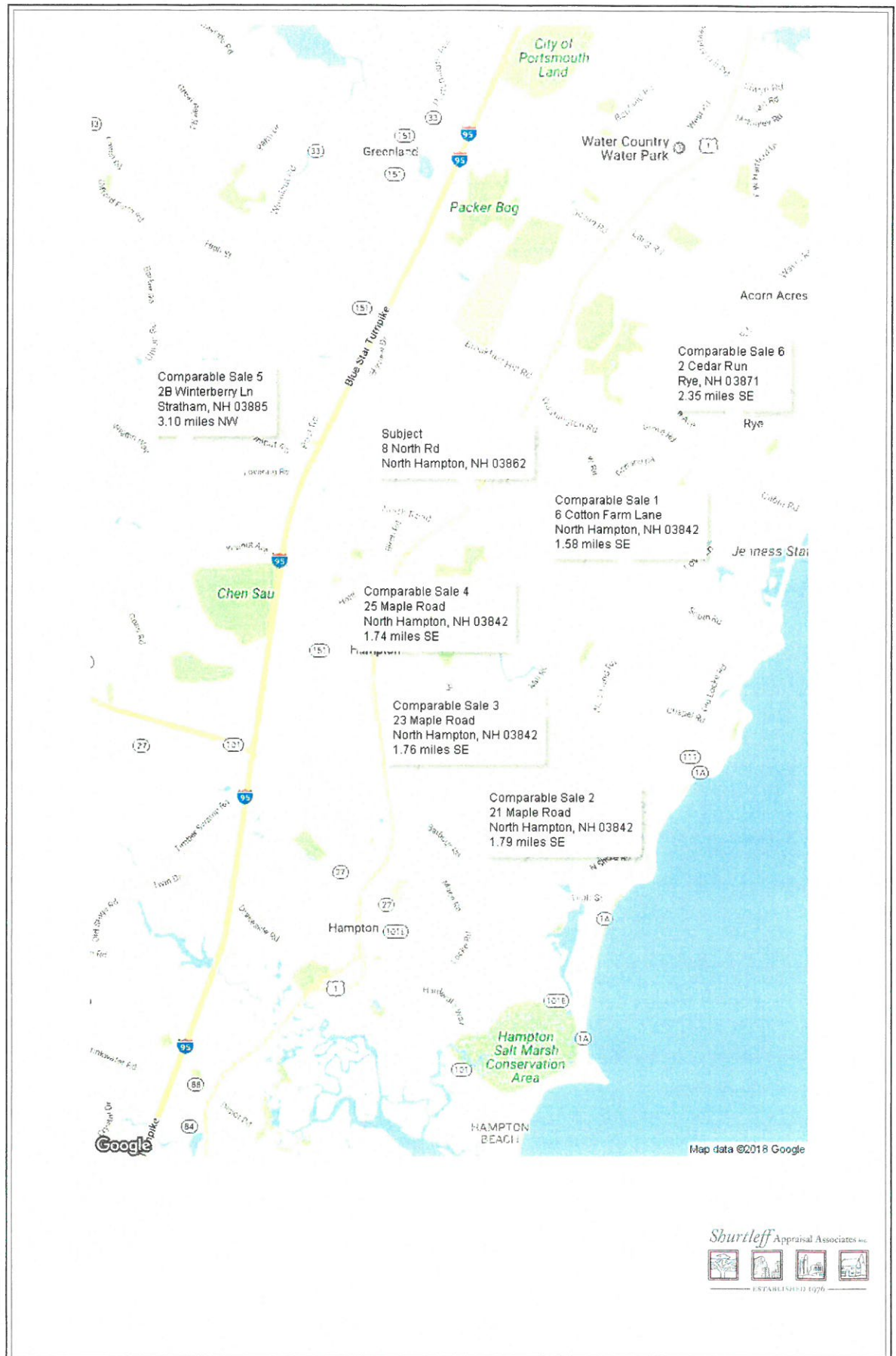


STREET SCENE

LOCATION MAP

Client: Helmut & Heide Fritz
 Property Address: 8 North Rd
 City: North Hampton

File No.: 171218-1
 Case No.: Fritz Rev. Trust
 State: NH Zip: 03862



COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH Zip: 03862



COMPARABLE SALE #1

6 Cotton Farm Lane
North Hampton, NH 03842
Sale Date: s02/17;c01/17
Sale Price: \$ 350,000



COMPARABLE SALE #2

21 Maple Road
North Hampton, NH 03842
Sale Date: s12/16;09/16
Sale Price: \$ 375,000

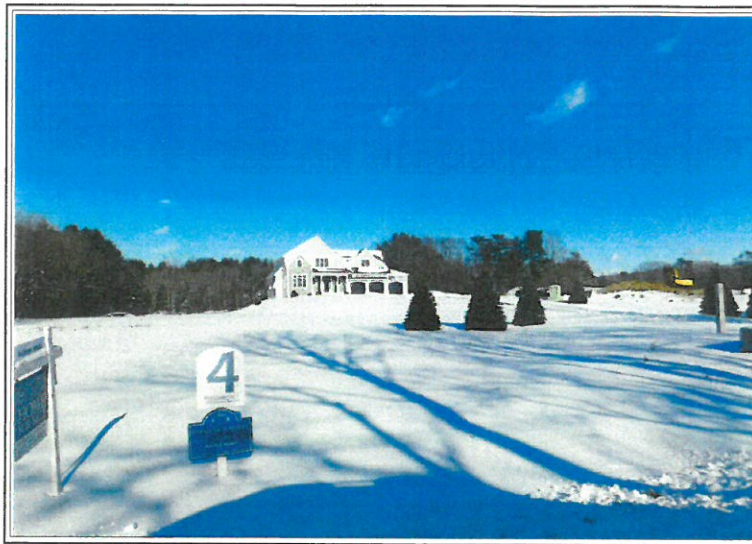


COMPARABLE SALE #3

23 Maple Road
North Hampton, NH 03842
Sale Date: s01/16;11/15
Sale Price: \$ 300,000

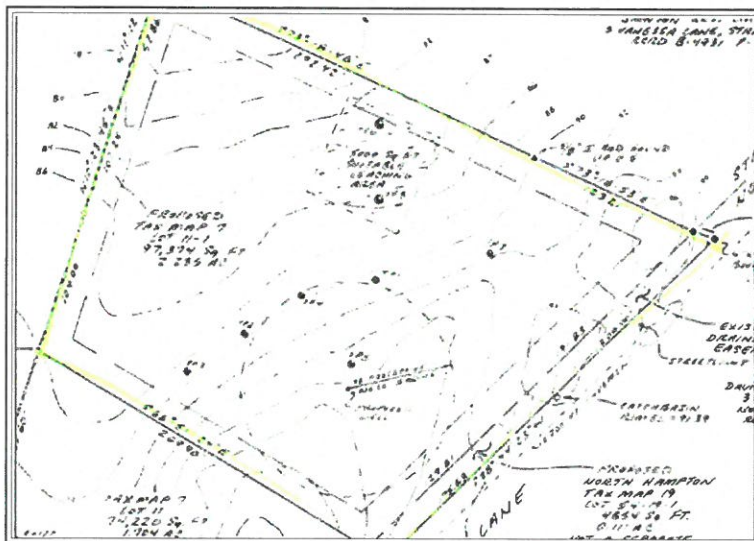
COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH Zip: 03862



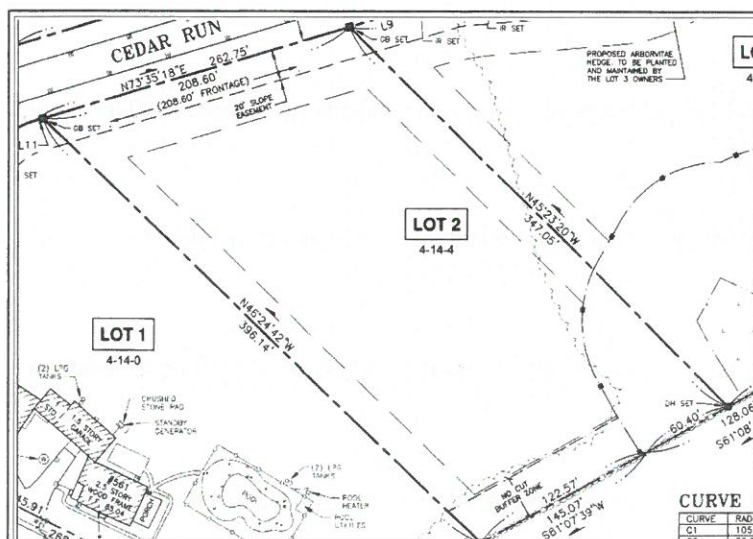
COMPARABLE SALE #4

25 Maple Road
North Hampton, NH 03842
Sale Date: s01/16;11/15
Sale Price: \$ 300,000



COMPARABLE SALE #5

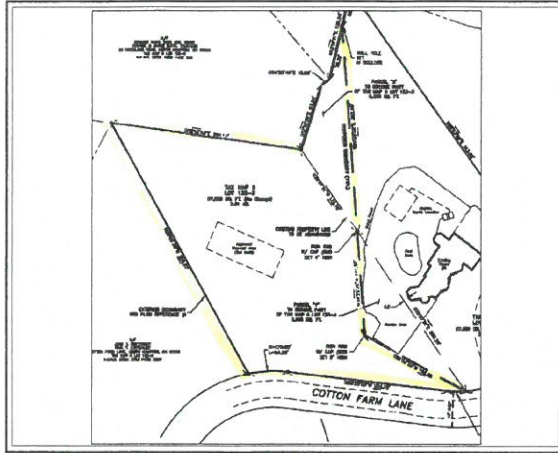
2B Winterberry Ln
Stratham, NH 03885
Sale Date: s12/16;09/16
Sale Price: \$ 290,000



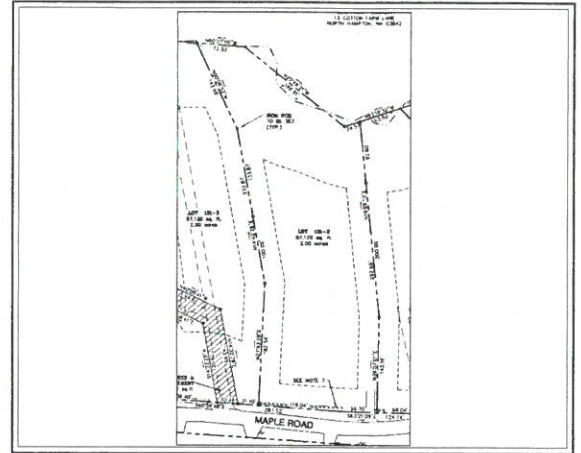
COMPARABLE SALE #6

2 Cedar Run
Rye, NH 03871
Sale Date: s07/17;01/16
Sale Price: \$ 450,000

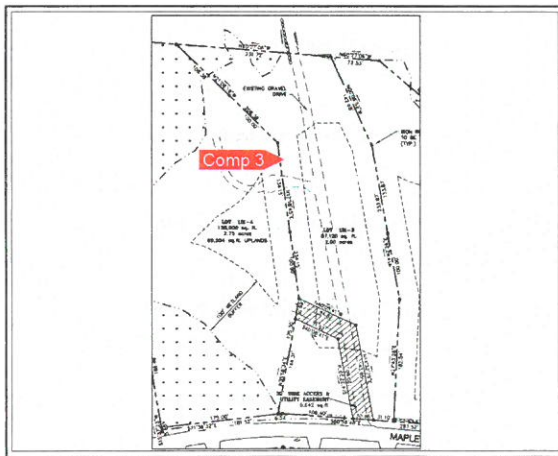
Client: Helmut & Heide Fritz	File No.: 171218-1
Property Address: 8 North Rd	Case No.: Fritz Rev. Trust
City: North Hampton	State: NH
	Zip: 03862



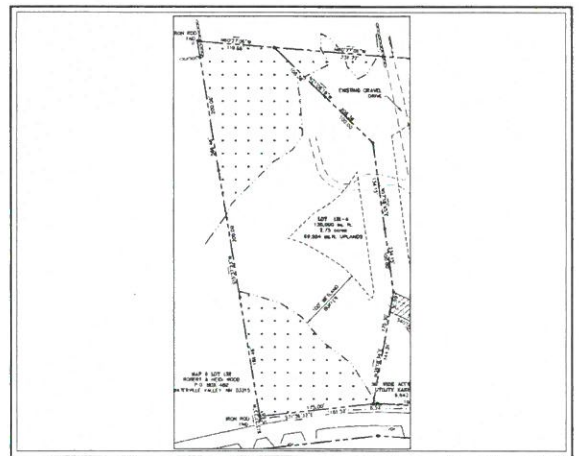
6 Cotton Farm Lane, North Hampton, NH 03862
Wooded site



21 Maple Road, North Hampton, NH 03862
Open site



23 Maple Road, North Hampton, NH 03862
Note Shared Driveway limiting home location



25 Maple Road, North Hampton, NH 03862
Note Wetlands limiting building envelope

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

BK344SPG0126

WARRANTY DEED

HELMUT FRITZ and HEIDE FRITZ, husband and wife, both of 11 Janvrin Road, Hampton, County of Rockingham, State of New Hampshire, for consideration paid, grant (i) an undivided one-half (1/2) interest to HELMUT FRITZ, TRUSTEE of THE HELMUT FRITZ REVOCABLE TRUST OF 1999, a New Hampshire trust created u/d/t dated April 23, 1999; and (ii) an undivided one-half (1/2) interest to HEIDE D. FRITZ, TRUSTEE of THE HEIDE D. FRITZ REVOCABLE TRUST OF 1999, a New Hampshire trust created u/d/t dated April 23, 1999, both having an address of 11 Janvrin Road, Hampton, County of Rockingham, State of New Hampshire, as tenants in common, with WARRANTY COVENANTS:

Two certain tracts or parcels of land located on the Southerly side of North Road in the Town of North Hampton, County of Rockingham and State of New Hampshire, being Lots numbered one and two on Plan of Land entitled "Subdivision of Land, North Hampton, N.H. for Rev. Gene Lindley, Scale: 1 inch = 60 feet, April 30, 1979" by John W. Durgin Associates, Inc., which plan was recorded in Rockingham County Registry of Deeds as #D-8754, and being bounded and described as follows:

Lot 1: Beginning at a point on the Southerly side of North Road at a stone wall at the Northeasterly corner of this parcel and the Northwesterly corner of lot 2; thence proceeding S 29-44-09 W along lot 2 a distance of 560.90 feet to an iron pipe set or to be set; thence turning and proceeding N 44-21-58 W along other land of the Grantor (as recited in Book 2343, Page 583 of the Rockingham County Registry of Deeds) a distance of 266.81 feet to a drill hole in a stone wall; thence turning and proceeding N 34-09-52 E along said stone wall and land of the School District of North Hampton 144.08 feet to another drill hole in said

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

BK 3445 PG 0127

stone wall; thence turning and proceeding N 24-08-08 E along said stone wall and school land 36.29 feet to another drill hole at the end of said stone wall; thence turning and proceeding N 73-34-50 W along said school land 392.09 feet to an iron pipe at land now or formerly of Drake; thence turning and proceeding N 55-24-35 E along said Drake land 537.12 feet to an iron pipe at the Southerly side of North Road; thence turning and proceeding S 51-57-43 E along North Road and a stone wall 244.83 feet to a drill hole in said wall; thence turning and proceeding S 42-19-19 E along said stone wall and North Road 163.56 feet to the point of beginning.

Being lot number 1 on the plan referred to above.

SUBJECT TO a certain right of way 50 feet in width over the westerly sideline of said premises as shown on said plan in favor of the School District of North Hampton.

Lot 2: Beginning at a point at a stone wall on the Southerly side of North Road at the Northwesterly corner of the within described premises and the Northeasterly corner of lot 1; thence proceeding S 42-19-19 E along North Road and said stone wall 103.29 feet to a drill hole in said wall; thence turning and proceeding S 39-15-35 E along said stone wall and North Road 71.71 feet to a point at the Northwesterly corner of lot 3 on the plan referred to above; thence turning and proceeding S 29-44-09 W along lot 3 550.43 feet to an iron pipe set or to be set at other land of the Grantor (as recited in Book 2343, Page 583 of the Rockingham County Registry of Deeds); thence turning and proceeding N 44-21-58 W along other land of the Grantor (as recited in Book 2343, Page 583 of the Rockingham County Registry of Deeds) 171.79 feet to an iron pipe set or to be set at the Southeasterly corner of lot 1 on said plan; thence turning and proceeding N 29-44-09 E along Lot 1 560.90 feet to the point of beginning. Being lot number 2 on the plan referred to above.

SUBJECT TO all easements, covenants and restrictions of record, if any.

SUBJECT TO all mortgages and encumbrances of record, if any.

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

BK 3445PG0128

Meaning and intending to describe and convey the same premises conveyed to Helmut Fritz and Heide Fritz by deed of Silas Eugene Lindley and Vera F. Lindley dated July 11, 1979, and recorded in the Rockingham County Registry of Deeds at Book 2343, Page 583.

This deed was prepared from information supplied by the Grantors herein and no independent title examination has been conducted.

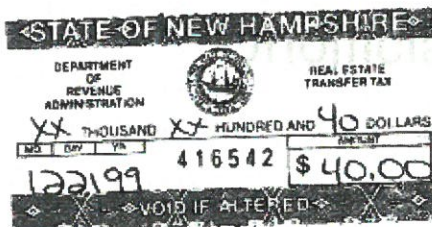
The consideration of this transfer is less than \$100.00.

DATED 10/15/99, 1999.

Helmut Fritz

Helmut Fritz

[Execute in Black Ink Only]



Heide Fritz

Heide Fritz

[Execute in Black Ink Only]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me on October 15, 1999, by HELMUT FRITZ and HEIDE FRITZ.

Joyce L. Williams

Notary Public/Justice of the Peace

My Commission Expires: 03-06-2002

(Seal)

F:\DEEDS\FRITZ\HAMPTON.DED



Shurtleff Appraisal Associates, Inc.



ESTABLISHED 1976

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862



Post Office Box 665
Hampstead, NH

www.shurtleffappraisal.com

Tel 603.329.4808
Fax 603.329.4894

December 18, 2017

Mr. Helmut Fritz, Trustee
Helmut & Heide Fritz Revocable Trust
11 Janvrin Road
Hampton, NH 03842

**PROPOSAL FOR REAL ESTATE APPRAISAL SERVICES CONCLUDING
Valuation of Two Unimproved Lots in North Hampton, NH**

Dear Mr. Fritz,

SUBJECT PROPERTY: Two - Unimproved Parcels of Land
8 & 10 North Road
North Hampton, NH
Tax Map 017/107/002 - 2.11 acres m/l
Tax Map 017/107/001 - 6.00 acres m/l

REPORTING FORMAT: We will provide an appraisal report on the above referenced real estate. The appraisal reports will meet or exceed the minimum requirements of the *Uniform Standards of Professional Appraisal Practice* as set forth by the *New Hampshire Real Estate Appraisal Board*.

**PURPOSE OF THE
APPRAISAL:**

1. The purpose of the appraisals is to estimate market value of the subject parcels for ad valorem taxation. The effective date of the appraisals will be the property inspection.
2. Market Value as defined by the Uniform Standards of Professional Appraisal Practice will be stated in the appraisal report

**SCOPE OF THE
APPRAISAL:**

The appraisal will value the real estate only, personal property, timber or gravel value are non-realty items and no included in this appraisal.



Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

FEE FOR SERVICES:

\$1,000 for the two real estate appraisal referenced in this bid. (This quote is provided for the appraisal only. Presentations, testimony or other services are considered additional work and will be billed at an hourly rate of \$200.00; a 4 hour minimum charge will apply.)

CONFIDENTIALITY:

The appraisal and all related data will be held confidential as defined by the *Uniform Standards of Professional Appraisal Practice*. No verbal or written reports or property specific data of a confidential nature will be released to anyone without client permission.

PAYMENT:

A retainer is not required in this case; balance due at delivery of the appraisal report.

**EXPECTED
COMPLETION DATE:**

Unless there are unforeseen circumstances regarding the subject property, you can expect delivery within 3-4 weeks of acceptance of this proposal. You will be notified if unforeseen circumstances arise.

LIMITATIONS:

Our workload is in a continual state of change; due to that and other considerations *Shurtleff Appraisal Associates, Inc.* reserves the right to consider this agreement null and void if it is not accepted and returned within (7) days of its date.

GENERAL NOTES:

1. The client is expected to provide a legal description of the property to be appraised via deed and/or site plan when applicable.
2. It is assumed the appraiser will be allowed to complete a full inspection of the subject property, without extensive delay.
3. It is assumed the client is not withholding any pertinent information about the subject property; purchase contracts written or verbal are assumed to be disclosed; along with any known hazards or contamination issues that may or may not be readily apparent.
4. If the subject is an income producing property; the client is expected to provide a basic breakdown of income and expense data.
5. It is expected that the client has provided full disclosure of any issues that potentially could impact the value or marketability of the subject property that are not readily discoverable by typical due diligence.
6. Any significant digressions from these assumptions will in all probability impact the fee and completion date estimates.
7. Staff /contract appraisers may be used in this assignment.

Engagement Letter

Client: Helmut & Heide Fritz
Property Address: 8 North Rd
City: North Hampton

File No.: 171218-1
Case No.: Fritz Rev. Trust
State: NH Zip: 03862

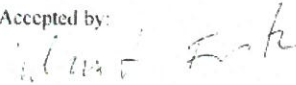
Thank you for your consideration in this matter.

Sincerely,



Dale M. Gerry, Sr.
MA Certified General Appraiser No. 5052

Accepted by:



Mr. Helmut Fritz, Trustee
of the Helmut & Heide Fritz Revocable Trust.

Attachments: Appraiser Qualifications

Client: Helmut & Heide Fritz

File No.: 171218-1

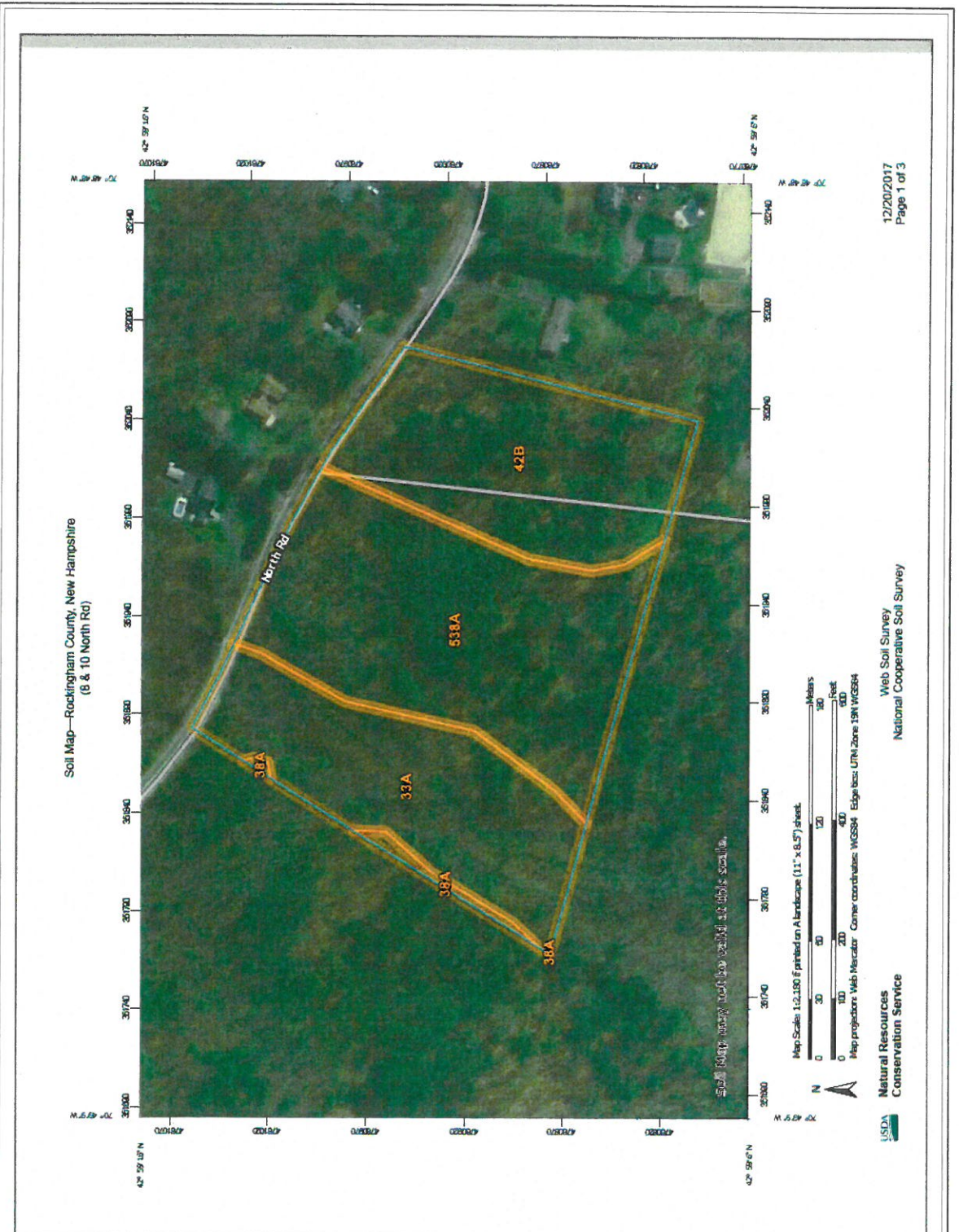
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Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

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City: North Hampton

State: NH

Zip: 03862

Soil Map—Rockingham County, New Hampshire
(8 & 10 North Rd)

MAP LEGEND

Area of Interest (AOI)	Area of Interest (AOI)	Soil Area
Area of Interest (AOI)	Area of Interest (AOI)	Stony Spot
Soils	Soil Map Unit Polygons	Very Stony Spot
	Soil Map Unit Lines	Wet Spot
	Soil Map Unit Points	Other
Special Point Features	Special Line Features	
Blowout	Water Features	
Borrow Pit	Streams and Canals	
Clay Spot	Transportation	
Closed Depression	Rails	
Gravel Pit	Interstate Highways	
Gravelly Spot	US Routes	
Landfill	Major Roads	
Lava Flow	Local Roads	
Marsh or swamp	Background	
Mine or Quarry	Aerial Photography	
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saltine Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rockingham County, New Hampshire

Survey Area Date: Version 19, Sep 11, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Sep 12, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

Soil Map—Rockingham County, New Hampshire

8 & 10 North Rd

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
33A	Scitico silt loam, 0 to 5 percent slopes	3.2	27.3%
38A	Eldridge fine sandy loam, 0 to 3 percent slopes	0.1	1.0%
42B	Canton fine sandy loam, 3 to 8 percent slopes	3.4	29.2%
538A	Squamscott fine sandy loam, 0 to 5 percent slopes	4.9	42.5%
Totals for Area of Interest		11.5	100.0%



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

12/20/2017
Page 3 of 3

Client: Helmut & Heide Fritz

File No.: 171218-1

Property Address: 8 North Rd

Case No.: Fritz Rev. Trust

City: North Hampton

State: NH

Zip: 03862

Tract Plotter - Free Online Deed Plotting Software

Page 1 of 2

Welcome to Tract Plotter!

Foot <

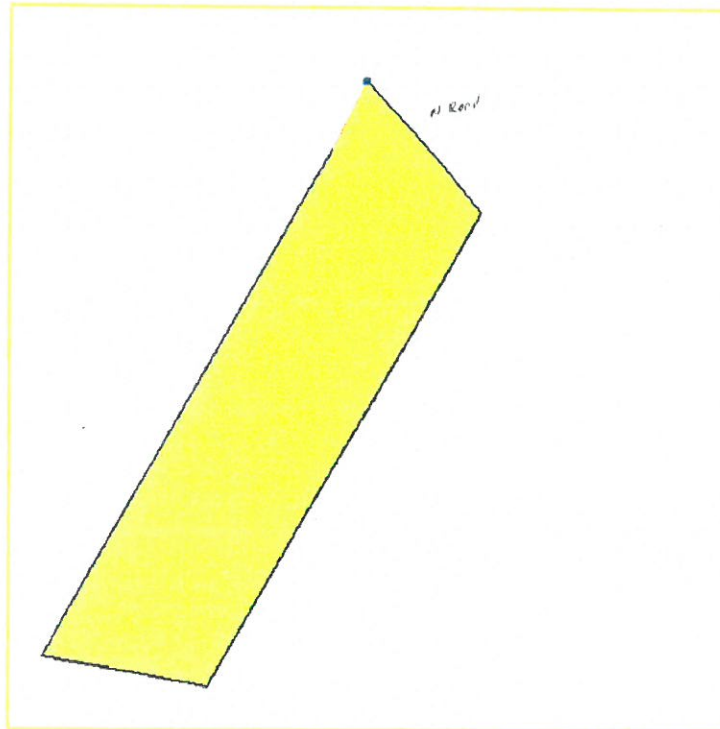
```
s42.19.19e 103.29e
s39.05.35e 71.71f
s29.41.09w 550.43e
n44.2158w 171.79f
n29.44.09e 100.90e
```

[Enlarge This Box](#)Submit ☐ Show Labels? ☐ Show Full Precision? ☐

98600 square feet

2.26 acres (+/- 0.114000 acres) Perimeter: 1488.12 feet

Closure: N27°8'34"E 75.241568f (5.06% or 1.20 perimeter error)



We will be releasing a more fully-featured version of Tract Plotter at some point in the future.

http://tractplotter.com/?calls_string=s42.19.19e+103.29f%0D%0As39.05.35e-71.71f%0D... 12/5/2017

Janet Facella

From: Michael Tully
Sent: Friday, February 16, 2018 9:54 AM
To: Jennifer Rowden
Cc: Janet Facella
Subject: RE: MS4 Contract Information

Jenn,

I will put it on the agenda for February 26th if that date works for you. I would appreciate you being there to answer questions from the Board.

Thank you,

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

From: Jennifer Rowden [<mailto:jrowden@rpc-nh.org>]
Sent: Friday, February 16, 2018 9:50 AM
To: Michael Tully
Subject: MS4 Contract Information

Hi Mike,

Attached is the MS4 Contract information we spoke about last week. I've included the application North Hampton submitted, the contract itself, and the invoice. If you have any questions or need me to attend the BOS meeting let me know.

Jenn

Jennifer Rowden, Senior Planner
Rockingham Planning Commission
156 Water Street
Exeter, NH 03833
Direct line: 603-658-0521
RPC Main line: 603-778-0885
jrowden@rpc-nh.org



Rockingham Planning Commission

Exeter, NH 03833
156 Water Street
Exeter, NH 03833

Invoice

Date	Invoice #
02/16/2018	6258

Bill To
Town of North Hampton 233 Atlantic Avenue North Hampton NH 03862

Description	Amount
MS4 Technical Assistance Program Payment 2.1	3,000.00
Phone # 603-778-0885	Total \$3,000.00

**MS4 STORMWATER PERMIT
TECHNICAL ASSISTANCE GRANT PROGRAM + APPLICATION:
FUNDING FOR MS4 PREPARATION, COMPLIANCE AND IMPLEMENTATION**

The Rockingham Planning Commission (RPC) is pleased to announce technical assistance grants for municipalities subject to the EPA MS4 Stormwater Permit. The program will help fund preparation, compliance and implementation activities for the MS4 permit. RPC will offer municipalities limited direct technical assistance for services beginning September 1, 2017 through June 30, 2018. The **MS4 Technical Assistance Grant Program** will require a 50% cash match (1:1 cash match of grant amount) from the municipality. In addition, in-kind match such as staff time and other services to support activities are encouraged.

AVAILABLE FUNDING AND COSTS: The RPC has set aside limited program funds for the **MS4 Technical Assistance Grant Program** to provide assistance that is supported by local matching funds. Funds are derived from different program areas; applications will be reviewed and matched with the appropriate funding source. **Grants for participating municipalities will be limited to a maximum of \$4,000 in grant funds for a total of \$8,000 (including \$4,000 cash match) in technical assistance.** Municipalities are welcome to request additional technical assistance with their application or through a separate technical assistance contract.

FOCUS ON YEAR 1 AND YEAR 2 NEW ELEMENTS OF THE MS4 PERMIT

The goal of the MS4 Technical Assistance Grant Program is to focus municipal efforts on: 1) preparation and capacity building activities, and 2) completing important tasks required in year 1 and year 2 of the EPA MS4 permit. Activities eligible for funding under the **MS4 Technical Assistance Grant Program** are listed below. All eligible activities should incorporate an engagement element to provide project updates/information to the public and gain input from municipal officials, staff, boards and commissions. **Multiple activities and other activities not listed will be considered providing they meet project goals, satisfy an important local goal or gap, and can be accomplished within the prescribed timeframe and budget.** Note: The estimated cost of each activity will vary depending on available data, size of the municipality, and complexity and scale of the activity.

1) Preparation and Capacity Building Activities

- **Municipal audit** of existing zoning ordinances, regulations, practices and infrastructure management plans to identify necessary amendments needed for MS4 compliance and overall water quality management practices. Estimated Cost \$3,000-\$3,500
- Customization of an **MS4 Permit compliance "Road Map"** to guide yearly compliance activities and collection of data and information for annual reports. This includes organizing a MS4 Permit workgroup of municipal staff and officials to ensure each group understands their roles and responsibilities for M4 Permit compliance. Estimated Cost \$4,000-\$5,000
- Facilitation of **inter-municipal cooperation** on aspects of MS4 Permit requirements to reduce compliance costs (e.g. public outreach or public engagement). Estimated Cost \$3,000+
- **MS4 Permit management and coordination**, including assistance with drafting and soliciting contracts with outside service providers. Estimated Cost: *\$ Please call RPC to discuss pricing for this service.*

- **Community outreach** about stormwater, water quality and non-point source pollution, and engagement in projects such as storm drain stenciling, pet waste disposal education, or proper use of lawn and yard chemicals. Estimated Cost \$3,000+

2) Year 1-2 Activities

- **Preparation of the Notice of Intent** (due October 2, 2018 - 90 days after effective date of the permit), including presentations to officials and boards/commissions. Estimated Cost \$1,500 - \$2,500
- **Ongoing facilitation of MS4 Permit workgroup** of municipal staff and officials to ensure compliance and timely submission of annual reports. Estimated Cost \$2,000-\$3,000 (per year)
- **Update of Stormwater Management and Erosion/Sediment Control Regulations** using the Southeast Watershed Alliance Model Standards. Estimated Cost \$3,000-\$6,000
- **Mapping** of MS4 systems and stormwater infrastructure data. Estimated Cost \$4,000+
- **Impervious surface mapping, hot spot pollutant load analyses, and assistance with use of the "Pollutant Tracking and Accounting Program"** (in development by NHDES). Estimated Cost \$4,000+
- **Preparation of comprehensive "water systems" maps** showing impaired waterbodies, MS4 systems and stormwater infrastructure, subwatersheds, drainage pathways and outfalls. Estimated Cost \$4,000+

Additional Activities to Support MS4 Permit Compliance

As described in the table below, additional activities that support compliance with the MS4 Permit 6 Minimum Control Measures can be implemented on a contractual basis. Please contact RPC staff to discuss estimated cost of these activities.

Other Eligible Activities	6 Minimum Control Measure	Description	Outcome(s) & Activities
Zoning Ordinance and/or Building Code Amendments	Post-Construction Management and Site Controls	Planning Board and municipal staff prepare draft zoning, site plan regulation and/or building code amendments; hold public hearing(s); prepare warrant article(s)	Adoption at March 2018 Town Meeting or Public Hearings, informational meetings and community outreach
Amendments to Site Plan or Subdivision Regulations (e.g. site design, impervious cover limits, road and parking lot specifications, environmental protections)	Post-Construction Management and Site Controls	With Planning Board and other municipal representatives, prepare amendments to regulations	Public Hearing, informational meetings and community outreach
Master Plan Land Use and Natural Resources Chapter Updates	Public Involvement	With Planning Board and other municipal representatives, prepare Master Plan amendments	Public Hearing, informational meetings and community outreach
Land Conservation Plans	Public Involvement	Revise or prepare new land conservation plans or strategies. Conduct public information meetings and a public outreach program	Create maps and identify priority areas for conservation; Partner with local land trusts and conservation organizations
Municipal Policies or Practices	Good Housekeeping	Municipal representatives prepare revised and/or new policies and practices	Adopt strategies aimed at pollution reduction at municipal properties and facilities
Community Outreach	Public Education	Activities: Community Workshops, Public Engagement Activities (e.g. storm drain stenciling), and Informational Materials	Increased awareness of non-point and point sources of pollution, and impaired waterbodies
Grant Writing	Good Housekeeping	Assist municipality in selecting infrastructure improvement projects	Identify funding sources and prepare grant applications

HOW TO APPLY

To apply for the MS4 Technical Assistance Grant Program, please complete the **APPLICATION** on the following page. **DIRECTIONS: Type information directly into the application form using as much space as needed for each item and, if necessary, attach any additional information.** Once the municipality has selected its technical assistance activity(ies), RPC staff will work with each municipality in defining a detailed scope of work, budget, project timeline, and final deliverables for their proposed activity(ies).

APPLICATION DEADLINE

Please submit a completed application and supporting documents by August 25, 2017 to Julie LaBranche, Senior Planner by email to jlabranche@rpc-nh.org. If needing to apply after the August 25th deadline, please contact Julie LaBranche prior to the application deadline with an estimated submission date.

QUESTIONS?

Contact Julie LaBranche, Senior Planner, at (603) 658-0522 or jlabranche@rpc-nh.org if you have any questions about the MS4 Technical Assistance Program. We encourage municipalities to contact staff to discuss their proposals, scope of work and budgets in advance of applying to the grant program. Because some activities range in estimated cost, advance discussion about budget will likely be necessary.

APPLICATION FOR MS4 TECHNICAL ASSISTANCE GRANT PROGRAM

MUNICIPAL INFORMATION

Name of Municipality: Town of North Hampton

Address: 233 Atlantic Ave., North Hampton NH

Project Manager and Contact Person: Paul Apple, Town Administrator

Phone:

Email:

PART A: PROJECT DETAILS

1. Describe the Proposed Project, Strategy or Initiative (max. 400 words or less).

The Town of North Hampton has fallen under the MS4 Stormwater Permit since its inception in 2003 and has followed the requirement of that permit. However, the Town recognizes that the newly issued MS4 Permit will require more active involvement of multiple municipal departments and boards, and, outside assistance will be needed to comply with some permit requirements. To better prepare the Town staff and boards in understanding the Permit requirements, the Town of North Hampton proposes the following:

- 1) Assistance with completing the Notice of Intent (NOI) required in the first 90 days of the permit, and
- 2) To conduct an audit of existing regulations, practices and infrastructure to identify necessary amendments needed for compliance.

The Town is seeking RPC technical assistance in conducting an audit of the Town's regulations and practices to understand any deficiencies, or to capture any activities being conducted that are not currently being reported for MS4 compliance. The findings of this report should frame the staff/board outreach meetings, to be facilitated with RPC staff, and better allow the town to better budget for requirements of the permit. Once these tasks have been completed, North Hampton will seek to form an MS4 Work Group made up of key municipal staff and boards.

2. Describe Specific Technical Support Requested to Complete the Proposed Project, Strategy or Initiative. (Note technical assistance will be provided by RPC staff for planning, GIS analysis, mapping, etc.)

RPC is requested to review regulations and practices, in part through meeting with various town departments to identify current MS4 activities and related activities being conducted, but not reported on. This will include a review of the status of infrastructure (roads, drainage structures, stream crossing data) locational data that is applicable to the Permit. North Hampton is also seeking RPC's assistance in completing the NOI required during the first 90 days of the permit.

3. Time frame for Completion of Proposed Project, Strategy or Initiative.

(Note that projects must be completed by June 30, 2018.)

This project is expected to occur between October 1, 2017 and June 30, 2018.

- October 1-November 30, 2017– Review town ordinances and meeting with appropriate boards and staff to review stormwater programs and associated activities for audit.

- December 1, 2017 – January 31, 2018 – Compile audit and prepare report.
- February 1, 2018 – June 30, 2018 – Complete NOI.

4. Provide documentation of the 50% Cash Match requirement (1:1 cash match to grant amount).

Contact RPC staff to discuss cost for proposed activity(ies).

The Town of North Hampton agrees to provide 50% Cash Match required; see budget below.

5. OPTIONAL: Estimate In-Kind Match (provide staff name(s), estimated hours, materials, equipment etc).

Municipal staff involvement in this project and volunteer time from municipal board members is required for the success of this project and will be provided though no estimated amount is available at this time.

6. Letter of Commitment for required cash match and participation by elected officials, staff and boards and commissions in project presentations, assistance with data collection, and project promotion via websites, social media and providing information at municipal facilities.

See attached letter from North Hampton Town Administrator.

PART B: PROJECT BUDGET

- | | |
|---|----------------|
| 1. RPC Grant Funds Request: | \$3,000 |
| 2. Municipal Cash Match: | \$3,000 |
| 3. In-Kind Match (optional): | \$ |
| <i>Provide detail by match type (e.g. staff/personnel, equipment, services)</i> | |
| 4. Additional Cash Match (optional): | \$ |
| Describe what activity(ies) these funds will be used for. | |
| 5. Total Project Budget: | \$6,000 |

Paul L. Apple
Town Administrator

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



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

September 14, 2017

Rockingham Planning Commission
156 Water Street
Exeter, NH 03833

Re: Application to MS4 Technical Assistance Program

Dear RPC Executive Director:

The Town of North Hampton hereby supports the DPW application for MS4 Permit Technical Assistance Grant Program through the Rockingham Planning Commission. This proposal will assist North Hampton in our ongoing efforts to implement activities and strategies to comply with the MS4 permit and increase awareness of water quality in our community.

The Town agrees to fully participate in this process and to make a good-faith effort to fully implement the project. Any regulatory recommendations produced during this process will require full Select Board and/or Planning Board approval.

North Hampton commits to making available its resources through personnel participation that will provide input, guidance, and local data throughout the project to ensure consistency with other related municipal projects and overall goals.

The Town of North Hampton commits to providing the required in-kind cash match and [if proposed] staff time, equipment, resources etc. in in-kind match as described in the draft project work plan and budget to support completion of the proposed activity/project.

Sincerely,

Paul Apple, Town Administrator

AGREEMENT FOR PROFESSIONAL PLANNING ASSISTANCE
Between
The ROCKINGHAM PLANNING COMMISSION and the TOWN OF NORTH HAMPTON

MS4 Technical Assistance Program

THIS AGREEMENT, executed as of the date set forth below and effective as of _____, 2018 (the "Effective Date"), is entered into between the **Town of North Hampton**, a municipal corporation organized and existing under the laws of the state of New Hampshire, with an address of 233 Atlantic Avenue, NH 03862, ("TOWN"), and the **Rockingham Planning Commission**, a regional planning commission established by RSA 36:46 with an address of 156 Water Street, Exeter, N.H. ("COMMISSION")

WHEREAS, the TOWN requires qualified and cost effective planning assistance with respect to preparations for compliance with the 2017 EPA Municipal Separate Storm Sewer System ("MS4") Permit.

WHEREAS, the COMMISSION has been judged qualified to satisfactorily perform such planning assistance.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services.** That the COMMISSION will be retained by the TOWN on a contractual basis to assist the Town with specific preparatory activities for compliance with the 2017 EPA MS4 Permit which is more specifically described in **Appendix A** hereto. The effective date of the Agreement shall be the date specified above.

2 **Compensation.** The TOWN shall contribute local matching funds toward the costs of the service rendered pursuant to this Agreement up to a maximum total of \$3,000. Payment shall be made by the TOWN to the COMMISSION according to the following schedule:]

2.1 \$3,000 payable upon execution of this agreement.

The payment by the TOWN in accordance to this section shall be the only and the complete reimbursement payable to the COMMISSION by the TOWN for all expenses, of whatever nature, incurred by the COMMISSION in the performance hereof.

3. **Commission Services and Project Term.** The Project shall commence on the Effective Date. The Project shall terminate upon completion of the "Services to be Performed" as outlined in **Appendix A**, with all Tasks being completed not later than **June 29, 2018** (hereinafter referred to as the "Termination Date") unless otherwise mutually agreed upon. COMMISSION shall have control and discretion over the means and manner of performance of the Services provided hereunder and control over the time when the Services are performed.

4. **Interest of the Commission.** The COMMISSION represents and covenants that the COMMISSION has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and duties hereunder. The COMMISSION further covenants that no person having any such interest shall be employed in the performance of this Agreement.

5. **Declaration of Default and Termination.** If, through any cause, the COMMISSION or the TOWN shall fail to fulfill in a timely and proper manner any or all of their respective obligations under their Agreement, either party may declare this Agreement in default by sending written notice to such effect to the other party at the address set forth above. This Agreement may be terminated by either party without cause by giving 30 days prior written notice at the addresses as specified above or with cause with notice after giving the above notice of default and giving the defaulting party fourteen (14) days to cure such default. On termination, TOWN shall pay COMMISSION for such work satisfactorily performed up to the point of termination in accordance with Paragraphs 2, above.
6. **Changes.** The TOWN may, from time to time, require changes in the Scope of Services to be performed hereunder by the COMMISSION, as outlined in **Appendix A** of this Agreement. Such changes that are mutually agreed upon by the TOWN and the COMMISSION together, shall be incorporated in written amendments to this contract.
7. **Independent Contractor.** COMMISSION shall render the Services hereunder as an independent contractor and not as an employee, agent, partner, or joint venturer of the TOWN. As an independent contractor, the COMMISSION and its employees shall not be eligible by reason of this Agreement to participate in any benefit, insurance, compensation, bonus or retirement program offered at any time by TOWN other than as specifically provided for herein.
8. **Work Products.** All Work Products (as defined herein) created by COMMISSION under this Agreement is considered open and available to the TOWN and RPC, and may be shared with or disclosed to any other party. "Work Product" means everything that is produced, conceived or developed by COMMISSION, in the course of performing Services for TOWN under this Agreement, including, without limitation, any and all reports, maps, analyses, and other documents and materials prepared for the Project, studies, documentation, notes, drawings, client lists, inventions, creations and deliverables.
9. **Compliance with Laws.** COMMISSION warrants that it will comply with all applicable state, federal and local laws in rendering services to TOWN. COMMISSION shall at all times conduct itself in good faith and in accordance with the highest ethical standards.
10. **Other Agreements.** Nothing in this Agreement shall prohibit COMMISSION from entering into the same agreement or similar agreements with any other party.
11. **Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by strikes, walk outs, inability to procure materials, failure of power, an act of God, a flood, a hurricane, extreme weather, fire, or other natural calamity, an act of a governmental agency, terrorism, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of 15 days or more, either party may terminate this Agreement by written notice to the other.

12. **Limitation of Liability.** In no event shall either party have any right hereunder against the other for any indirect, incidental, special or consequential damages including lost revenues or lost profits, even if the other party was advised or aware of the possibility of such damages. The terms of this section shall survive any termination of this agreement.
13. **Insurance and Indemnification.** The COMMISSION agrees to maintain workers compensation insurance within statutory limits and general liability insurance in an amount satisfactory to the TOWN. COMMISSION agrees to indemnify and hold harmless TOWN, its officers, board members, employees and agents with respect to any claim, demand, cause of action to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of COMMISSION's representations, warranties, or agreements hereunder; or (ii) arises out of the negligence or willful misconduct of COMMISSION.
14. **Notices.** Any notices in connection with this Agreement must be sent to each party at the addresses set forth on the first page of this Agreement or, in the event of a change of address or fax number, then to such other address or fax number as to which notice of the change is given.
15. **Miscellaneous.** Section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. The parties expressly agree that this Agreement shall be construed and governed by the law of the state of New Hampshire. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
16. **Complete Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof. The parties represent that they have read this entire Agreement and that its terms and conditions are fully understood by them. Any modification of this Agreement shall be made only by a specific written amendment to this Agreement signed by COMMISSION and the TOWN.

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

ROCKINGHAM PLANNING COMMISSION:

By: 
Tim Roache, Executive Director


Witness

Date: 2/16/2018

TOWN OF NORTH HAMPTON:

By: _____
Print Name: _____
Chair of the Board of Selectmen or
Other as duly authorized

Witness

Date: _____

APPENDIX A: SERVICES TO BE PERFORMED

MS4 PERMIT TECHNICAL ASSISTANCE

The following tasks will be performed by the Rockingham Planning Commission to assist the Town of North Hampton with completion of specific preparatory activities for compliance with the 2017 EPA MS4 Permit. All Tasks are to be completed by June 29, 2018.

Work Tasks

Task 1: Prepare an MS4 compliance audit to evaluate current status of existing regulations, practices and infrastructure to identify changes need for new permit requirements.

- a. Identify new tasks in the MS4 permit compared with the current 2003 Permit requirements.
- b. Prioritize tasks required for each year of the permit.
- c. Identify gaps in town regulations programs, workforce/staffing, data and data collection, operating procedures, documentation.
- d. Complete an audit of existing zoning ordinances and regulations* relating to water quality protection, stormwater management, erosion and sediment control, and environmental protection. Prepare recommendations for amendments necessary for MS4 Permit compliance.

*Note: Site Plan regulations were adopted by the Planning Board in May 2017 that are compliant with MS4 Permit requirements, however, subdivision regulations should also be reviewed

- e. Identify staff and resources needed to complete Permit tasks or outside assistance from a consultant or RPC where needed.

Task 2: Prepare information needed for MS4 Notice of Intent (NOI), required to be submitted by October 2, 2018.

North Hampton Funds: \$3,000

RPC Match Funds: \$3,000

Total Project Budget: \$6,000

Janet Facella

From: Michael Tully
Sent: Wednesday, February 21, 2018 10:13 AM
To: Janet Facella
Subject: FW: Heritage Commission Nominations
Attachments: HC nominations 3 2018rev.docx

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

From: Donna Etela [<mailto:detela@aol.com>]
Sent: Saturday, February 17, 2018 2:41 PM
To: Michael Tully
Cc: Maggiore
Subject: Heritage Commission Nominations

Hi Mike,

Attached are the Nominations for the 2/26/18 SB meeting.

Thanks,
Donna



February 20, 2018

Michael Tully, Interim Town Administrator
Town of North Hampton

To the North Hampton Select Board:

The North Hampton Heritage Commission comes to you to renew candidates for appointment to the Commission. Please consider the following candidates at your next meeting, February 26, 2018:

Jane Currivan: renewal 3 year term as Commissioner 2021

Paul Cuetara: renewal 3 year term as Commissioner 2021

Carolyn Brooks: renewal Alternate 1 year term 2019

Jeff Hillier: renewal Alternate 1 year term 2019

Vicki Jones: renewal Alternate 1 year term 2019

Thank you for your consideration. Please confirm that this request will be on the Select Board Agenda, February 26, 2018.

Respectfully submitted,
Donna Etela, Chair
North Hampton Heritage Commission

Michael Tully

From: Victoria Jones [vfjones5@gmail.com]
Sent: Monday, February 12, 2018 10:11 AM
To: Michael Tully; Donna Etela
Subject: Heritage Commission Membership

Greetings Acting Town Administrator Tully:

I am currently an Alternate member of the North Hampton Heritage Commission.

Through this email I am expressing my interest in being reappointed by the Select Board as an Alternate for the next year. I enjoy the work of the Commission and value its input in town governance. I would also be willing to serve as a member of the Commission if an opening should arise.

Thank you for your consideration.

Vicki Jones

Paul Apple

From: vtsgmailer@vt-s.net on behalf of Contact form at North Hampton NH <vtsgmailer@vt-s.net>
Sent: Thursday, February 01, 2018 11:01 AM
To: Paul Apple
Subject: [North Hampton NH] Appointment to Heritage Commission for 3 year term (Sent by Jane Currivan , Jane.Currivan@nemoves.com)

Hello papple,

Jane Currivan (Jane.Currivan@nemoves.com) has sent you a message via your contact form (<https://www.northhampton-nh.gov/user/84/contact>) at North Hampton NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.northhampton-nh.gov/user/84/edit>.

Message:

Mike,
Donna Etela, Chair of the Heritage Commission has informed me that I must notify you of my interest in a position for appointment on the Heritage Commission.
I am currently Treasurer of the Heritage Commission. I have been a regular member for many years but my terms will expire.

In my capacity as Treasurer, I feel it is important to continue as a regular member for three year term.
Would you please put my name forward to the Select Board.

If you have any question, I may be contacted by cell 603 553-7031.
Many thanks,
Jane Currivan

Michael Tully

From: vtsgmailer@vt-s.net on behalf of Contact form at North Hampton NH [vtsgmailer@vt-s.net]
Sent: Thursday, February 01, 2018 11:01 AM
To: Paul Apple
Subject: [North Hampton NH] Appointment to Heritage Commission for 3 year term (Sent by Jane Currivan , Jane.Currivan@nemoves.com)

Hello papple,

Jane Currivan (Jane.Currivan@nemoves.com) has sent you a message via your contact form (<https://www.northhampton-nh.gov/user/84/contact>) at North Hampton NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.northhampton-nh.gov/user/84/edit>.

Message:

Mike,
Donna Etela, Chair of the Heritage Commission has informed me that I must notify you of my interest in a position for appointment on the Heritage Commission.
I am currently Treasurer of the Heritage Commission. I have been a regular member for many years but my terms will expire.

In my capacity as Treasurer, I feel it is important to continue as a regular member for three year term.
Would you please put my name forward to the Select Board.

If you have any question, I may be contacted by cell 603 553-7031.
Many thanks,
Jane Currivan

Michael Tully

From: vtsdmailer@vt-s.net on behalf of Contact form at North Hampton NH [vtsdmailer@vt-s.net]
Sent: Wednesday, January 31, 2018 8:38 PM
To: Paul Apple
Subject: [North Hampton NH] Heritage Commission opening (Sent by Jeff Hillier, J.hillier3@comcast.net)

Hello papple,

Jeff Hillier (J.hillier3@comcast.net) has sent you a message via your contact form (<https://www.northhampton-nh.gov/user/84/contact>) at North Hampton NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.northhampton-nh.gov/user/84/edit>.

Message:

I ask that I be considered for one of the one year terms as an alternate on the North Hampton Heritage Commission.
Having been an Alternate for several years, I can report that I have enjoyed my work with the Commission. I trust that my efforts have been valuable to the Commission and the community.

Thank youi,
Jeff

Michael Tully

From: Paul Cuetara [jpcuetara@gmail.com]
Sent: Thursday, February 01, 2018 3:22 PM
To: Michael Tully
Cc: DEtela@aol.com
Subject: Heritage Commission

Mike,
I would like to continue as a member of the Heritage Committee. I am committed to the Rail to Trail process and would like the opportunity to see it through.
Thank you,
Paul Cuetara

Sent from my iPad

Janet Facella

From: CAROLYN BROOKS [chairlady99@comcast.net]
Sent: Friday, February 02, 2018 5:06 PM
To: Janet Facella
Subject: Re: North Hampton Friday Folder for February 2, 2018

I would like to be a alternate on the Heritage Comm. for another year. Thanks, Carolyn Brooks

On February 2, 2018 at 8:02 AM Town of North Hampton <jfacella@northhampton-nh.gov> wrote:

Hi, just a reminder that you're receiving this email because you have expressed an interest in the Town of North Hampton. Don't forget to add jfacella@northhampton-nh.gov to your address book so we'll be sure to land in your inbox!

You may [unsubscribe](#) if you no longer wish to receive our emails.

**North Hampton Deliberative Session
Saturday, February 3, 2018 8:30AM
North Hampton School
Or LIVE on Channel 22 and Town Hall Streams**

Open Positions for Town and School Officers

Sign Ups End Today at 5PM

Town Clerk's Hours Today are:

8:30AM - 12PM

3PM - 5PM

Town Moderator - 1 position	2 year term	
Select Board - 1 position	3 year term	
Treasurer - 1 position	1 year term	
Supervisor of the Checklist - 1 position	6 year term	
Library Trustee - 1 position	3 year term	
Budget Committee - 2 positions	3 year term	
Trustee of the Cemeteries - 1 position	3 year term	

Janet Facella

From: Maggiore
Sent: Wednesday, February 21, 2018 12:05 PM
To: Janet Facella
Subject: Barn easements
Attachments: DiscretionaryPreservationEasementDraft5.docx

Hello Jan.

Attached is the barn easement policy approved by the HC.

Jim

The Town of North Hampton Internal Policy for Consideration of Preservation Easements

Draft 5. January 28, 2018

***Preamble:** A 2002 State law (RSA 79-D) creates a mechanism to encourage preservation of old New Hampshire barns and other historic agricultural buildings.*

On or before April 15 of the new tax year, any owner of an historic barn or other farm building may seek relief by applying to their local governing body to grant a discretionary preservation easement and by agreeing to maintain the structure throughout a 10-year period in keeping with its historic integrity and character during the term of the easement. The application (PA 36-A), available on the Town of North Hampton web site, includes a map showing the location of the structure(s) and a description of how the property meets at least one of the prescribed tests of public benefit.

The North Hampton Heritage Commission and Select Board shall then have 60 days in which to act on the application. A public hearing is required, providing an opportunity for local historical commissions or others to express support for barn preservation efforts. If the municipality determines, in exercising its discretion, that the proposed preservation of the structure is consistent with the purpose of the law, it may acquire an easement on the structure for a minimum of ten years and grant tax relief within a range of a 25% to 75% reduction of the structure's full assessed value. Maintaining and repairing the building will not result in an increase in its assessed value for property tax purposes.

The Town of North Hampton Internal Policy for Consideration of Preservation Easements

1. The application is received by the **Administrative Assistant** to the Town.
2. A copy of the application is forwarded to the chairperson of the Heritage Commission ("HC") for scheduling of site visit(s) in a timely manner as defined by the governing statute.
3. A copy of the application goes to the Code Enforcement Officer/Building Inspector ("CEO/BI") for him/her to check **the record of** the barn or accessory agricultural structure as defined by the governing statute, NH RSA 79-D, for standing code enforcement violations and/or other legal issues.
 - a. If there **are** standing code enforcement violations on the property the CEO/BI informs the HC of the violations with a letter addressed to the HC chairperson and the application will be denied.
 - b. If there **are no** standing code enforcement violations or legal issues on the property the CEO/BI informs the HC chairperson with a letter certifying such.

The Town of North Hampton Internal Policy for Consideration of Preservation Easements

Draft 5. January 28, 2018

4. A copy of the application also goes to the Assessor, who shall attach a copy of the tax card to the application with a calculation of the square feet of the barn or accessory agricultural structure as defined by the governing statute. The application and tax card are forwarded to the Heritage Commission.
5. **Steps 2, 3, and 4 shall be completed within 15 days of receipt of the application.**
6. The Heritage Commission may ask the Assessor and/or CEO/BI for clarifying information or invite the Assessor and/ CEO/BI on a site visit of the property **with the owner's consent and** within the timeframes for approval set out in the governing statute.
7. The Heritage Commission reviews and submits its recommendation to the assessor **and the Town Administrator.**
8. The Assessor provides a calculation of 75%, 50%, and 25% reductions in assessment of the barn or accessory agricultural structure as defined by the governing statute.
9. The assessor submits the completed application with easement calculation totals to the Select Board (via the Town Administrator or Administrative Assistant) for consideration In a timely fashion that comports with the governing statute.

Janet Facella

From: Michael Tully
Sent: Wednesday, February 14, 2018 4:04 PM
To: Janet Facella
Cc: Danielle strater
Subject: Feb 26th

Jan,

Can you add an agenda item for the 26th for a presentation from the Rec. Commission?

Thank you

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

Janet Facella

From: Michael Tully
Sent: Friday, January 26, 2018 11:04 AM
To: Carl McMorran
Cc: Janet Facella
Subject: RE: Request for Feb 26 Select Board appointment

Good Morning Carl,

Thank you for following up, I will make sure that you are on the agenda for that night. We look forward to the information.

Have a great weekend,

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

From: Carl McMorran [mailto:CMcMorran@aquarionwater.com]
Sent: Friday, January 26, 2018 10:53 AM
To: Michael Tully
Subject: Request for Feb 26 Select Board appointment

Good morning Mike,

Please schedule us for an appointment on the Select Board agenda for February 26.

John Herlihy, Dan Lawrence and I will provide an update on the PFAS issue (results of our monitoring efforts and alternatives analysis for treatment).

A confirmation will be appreciated.

Thanks

Carl McMorran, M. En.
Operations Manager
Aquarion Water Company of New Hampshire
603-926-3319 ext 116

NOTICE: This e-mail and any attachments may contain confidential and proprietary information of Aquarion Water Company, which information is intended only for the use of the recipient(s) to whom this email is addressed. If you are not the intended recipient, please notify the sender immediately, and permanently delete the original message and any attachments.

Janet Facella

From: Michael Tully
Sent: Thursday, February 08, 2018 1:35 PM
To: Janet Facella
Subject: Aquarion

Jan,

Can you put a note in the Feb 26th meeting folder to have Aquarion on the agenda for an update on PFOA and PFOAS

Thank you,

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

Janet Facella

From: Michael Tully
Sent: Tuesday, February 20, 2018 2:33 PM
To: Janet Facella
Subject: FW: Beach Permits
Attachments: Beach Parking Lease & Permit Analysis.pdf; Beach Parking Lease & Permit Analysis.xlsx

Jan,

Here is the beach parking info for the meeting

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

From: Ryan A. Cornwell
Sent: Tuesday, February 20, 2018 2:16 PM
To: Michael Tully
Subject: Beach Permits

Attached is the analysis of the beach parking lease and what the resulting revenue and surplus would be at certain dollar amounts per permit, it is in both pdf and excel. The cost per space was reduced by the State to \$933/space in 2018 from \$980/space in 2017. I would suggest at the very least the Town does not decrease the cost below the current \$35 per permit. This revenue source is important in making sure the recreation revolving fund maintains a positive cash balance as many programs are not self-sufficient.

Ryan A. Cornwell, CPA

Finance Director
Town of North Hampton
233 Atlantic Avenue
North Hampton, NH 03862

(603) 964-8087 Ext. 2237
rcornwell@northhampton-nh.gov

Town of North Hampton
Beach Parking Lease & Permit Analysis
2018

Calendar Year	Revenue			Expenses					Net Income (Loss)
	Cost per Permit	Permits Issued	Permit Revenue	Cost per Parking Space	Parking Spaces	State Lease Payments	Permit Printing	Total Expenses	
2010	\$ 20.00	647	\$ 12,930.00	\$ 425.00	20	\$ 8,500.00	\$ 380.50	\$ 8,880.50	\$ 4,049.50
2011	\$ 25.00	652	\$ 16,300.00	\$ 425.00	20	\$ 8,500.00	\$ 385.00	\$ 8,885.00	\$ 7,415.00
2012	\$ 25.00	681	\$ 17,025.00	\$ 485.00	20	\$ 9,700.00	\$ 387.00	\$ 10,087.00	\$ 6,938.00
2013	\$ 30.00	697	\$ 20,910.00	\$ 667.00	20	\$ 13,340.00	\$ 510.00	\$ 13,850.00	\$ 7,060.00
2014	\$ 30.00	709	\$ 21,270.00	\$ 777.00	20	\$ 15,540.00	\$ 398.00	\$ 15,938.00	\$ 5,332.00
2015	\$ 32.00	646	\$ 20,674.00	\$ 836.00	20	\$ 16,720.00	\$ 397.00	\$ 17,117.00	\$ 3,557.00
2016	\$ 32.00	691	\$ 22,112.00	\$ 866.00	20	\$ 17,320.00	\$ 390.00	\$ 17,710.00	\$ 4,402.00
2017	\$ 35.00	699	\$ 24,457.00	\$ 980.00	20	\$ 19,600.00	\$ 390.00	\$ 19,990.00	\$ 4,467.00
Total	N/A	5421	\$ 155,678.00	N/A	N/A	\$ 109,220.00	\$ 3,237.50	\$ 112,457.50	\$ 43,220.50
Average	\$ 28.63	678	\$ 19,459.75	\$ 682.63	20	\$ 13,652.50	\$ 404.69	\$ 14,057.19	\$ 5,402.56
2018 A	\$ 30.00	678	\$ 20,330.00	\$ 933.00	20	\$ 18,660.00	\$ 404.69	\$ 19,064.69	\$ 1,265.31
2018 B	\$ 32.50	678	\$ 22,024.17	\$ 933.00	20	\$ 18,660.00	\$ 404.69	\$ 19,064.69	\$ 2,959.48
2018 C	\$ 35.00	678	\$ 23,718.34	\$ 933.00	20	\$ 18,660.00	\$ 404.69	\$ 19,064.69	\$ 4,653.65
2018 D	\$ 37.50	678	\$ 25,412.50	\$ 933.00	20	\$ 18,660.00	\$ 404.69	\$ 19,064.69	\$ 6,347.82
2018 E	\$ 40.00	678	\$ 27,106.67	\$ 933.00	20	\$ 18,660.00	\$ 404.69	\$ 19,064.69	\$ 8,041.98



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dnrcr.nh.gov
Web: www.nhstateparks.org

February 9, 2018

Paul Apple
Town of North Hampton
233 Atlantic Avenue
North Hampton, NH 03862

Dear Mr. Apple,

Lease Application. Enclosed, please find information on the NH Division of Parks and Recreation, Seacoast Area Parking Lease Program. **The lease application deadline is March 1, 2018, with the first payment due on June 1, 2018.**

Lease Rate. The *Policies and Rates* document reflects the 2018 rates for leased parking spaces. As relayed to you previously, the annual reevaluation of and basis for establishing the lease rate are to comply with the results of a legislative audit review.

To mitigate the effects of fluctuations in year-to-year earnings and to even out the lease rate over time, the Division sets its leased parking rates by using a three-year rolling average of actual revenues earned from non-leased parking spaces, and discount the rate to 80%.

Lease Term. The term of the 2018 lease period is from April 1, 2018 through November 1, 2018. The Division may extend seasonal operations at its discretion.

Lease Payments. The first payment of 50% of the balance is due June 1, 2018. The final payment of the remaining balance is due July 13, 2018. Late payments shall incur a 5% late fee on the outstanding balance. The Division reserves its right to remove the "Leased" parking signs when payments are not received by the due date.

Please feel free to contact me or the program coordinator, Jake Lamontagne at 603-271-3556 or Jake.Lamontagne@dnrcr.nh.gov with any questions you may have.

Sincerely,

Michael Housman
Supervisor of Park Operations

Enclosures

C: Philip A. Bryce, Director

MH/jjl.01.31.18



STATE of NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

PURPOSE: The State issues parking space leases to businesses that provide oceanfront seasonal, overnight lodging and accommodations to the general public. Irrespective of this purpose, the State reserves its right to enter into lease agreements, discontinue lease agreements, and continue to lease to entities that have held parking space leases continuously since 1975. This "grandfather" provision is applicable to the current property owner(s) only. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

To support the day visitor, leases shall not be issued on Ocean Boulevard between Haverhill Avenue and the Ashworth Hotel, and for spaces on the ocean side of all state-owned parking lots except at North Beach Seawall and North Hampton, at the sole discretion of the State.

APPLICATIONS: Lodging establishments interested in renewing a lease for parking spaces must be a registered business in "good standing" with the Secretary of State, and shall submit a lease application and a copy of their certificate of rental occupancy from the Town. Materials must be sent to the State at the above address by the **March 1, 2018 application deadline.**

RATES: The State reserves the right to increase its lease rates annually, based upon its current standard parking pricing and day use occupancy. **The period covered by the 2018 lease shall be April 1, 2018 through November 1, 2018**, subject to extended seasonal operations at the discretion of the State.

The Lease Rates are as follows:	2018 RATES (\$ per space*)
1. Hampton Seashell South Seashell to Haverhill Street: Space #'s 200-300	\$2,428.00
2. Hampton Seashell North Area 1 Memorial to Church Street S: Space #'s 600-800	\$1,742.00
3. Hampton Seashell North Area 2 Church St N to End of Beach: Space #'s 900-1100	\$897.00
4. Hampton Seashell North Area 3 End of Beach to Rocky Bend: Space #'s 1200-1300	\$545.00
5. North Beach Boars Head to High Street, incl. metered spaces	\$545.00
6. North Hampton State Beach	\$933.00

** Each space shall accommodate one standard passenger vehicle only.*

PAYMENTS: 50% of the full lease amount is due no later than June 1, 2018. The final installment is due no later than July 13, 2018. If payments are not received by due dates, the State shall impose a 5% late fee on the balance due, remove the "leased" signs and revert the parking space to general public use. No contract for lease of parking spaces shall be considered executed prior to State approval and receipt of the 1st payment.

SPACE ASSIGNMENT: The State makes a reasonable effort to renew leases and to assign the same spaces yearly, but adjustments shall be made at the discretion of the State whenever necessary. When a lodging business changes ownership, the State does not guarantee that the new owner will be granted a lease for all or any of the parking spaces, or that the location of the parking spaces will remain the same.

ENFORCEMENT: The State shall install "leased" signs; however, the Lessee assumes full responsibility and liability for enforcement, including the towing of illegally parked vehicles in the Lessee's parking spaces. Unauthorized vehicles parked in a leased space may be ticketed by the State and / or towed by the Lessee at the vehicle owner's expense.

PROPERTY TAXES DUE: Parking space leases are merely a privilege to use the spaces, and do not represent a real property interest in the land. The Lessee shall be responsible for payment of property taxes on the leased parking spaces to the local municipality.

The State reserves its right to withhold future lease privileges from a Lessee who has violated or breached the provisions or policies of a previous Lease Agreement.



STATE of NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
Seacoast Parking Leases, 172 Pembroke Road, Concord, NH 03301
Telephone 603-271-3556

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

Under the provisions of RSA 227-H:9 and RSA 216:3, an application is hereby made for the lease of parking spaces under the policies and rates prescribed in the "SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES." Additionally, the applicant shall abide by and uphold the following provisions and regulations of this program:

1. This lease application is issued under the authority of the Commissioner, Department of Natural and Cultural Resources ("State"), by the Director of the Division of Parks and Recreation ("Director").
2. The lease shall be valid only upon signed approval by the Director and receipt of the first payment.
3. **The period covered by this lease shall be April 1, 2018 through November 1, 2018.** The Division retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
4. Payments shall be made payable to "Treasurer, State of New Hampshire."
50% of the Total Amount Due shall be paid not later than June 1, 2018, time being of the essence. The remaining 50% of the Total Amount Due shall be paid not later than July 13, 2018, time being of the essence.
5. A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
6. Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be re-assigned, sublet or rented to another party without prior written consent from the Director.
7. The State shall install appropriate signs to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State. No signs shall be erected or improvements made by the Lessee.
8. **The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.**
9. Violation of any terms of the Lease, including the terms for payments, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
10. The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.
11. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2018

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 20 Location(s): 2237-2246, 2271-2280

Business Name: Town of North Hampton

Name of Business Owner: _____

Name of Authorized Agent: _____
(if applicable)

Daytime Phone: _____

Email: _____

SEACOAST Business Address: _____

MAILING Address: _____
(if different from above)

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application:

Owner or Authorized Agent _____
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, **DUE BY March 1, 2018:**

- ☐ This signed and completed Parking Lease Application.
- ☐ A copy of your Certificate of Rental Occupancy from the Town permitting overnight accommodations, if the certificate on record has expired.
- ☐ I affirm that this business is registered in "Good Standing" with the NH Secretary of State.

A fully executed lease agreement will be mailed to you following the Director's approval.

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY

Approval is hereby granted to lease and assign 20 parking spaces to the above business applicant. The assigned parking spaces are identified as:

2237-2246, 2271-2280

RATE: \$933.00 X 20 spaces = \$18,660.00 TOTAL LEASE AMOUNT

RATE: \$ _____ X _____ spaces = \$ _____ TOTAL LEASE AMOUNT

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2018: Recvd: _____ Amt \$ _____ Ck# _____

FINAL PAYMENT of 50% DUE BY JULY 13, 2018: Recvd: _____ Amt \$ _____ Ck# _____

Director Philip A. Bryce
Div. Parks and Recreation _____
Signature Date

Janet Facella

From: Michael Tully
Sent: Monday, February 12, 2018 8:54 AM
To: Jim Maggiore; Kathleen Kilgore; L Miller
Cc: Janet Facella
Subject: FW: Town of North Hampton Board of Selectmen Rules and Procedures Final
Attachments: Updated Town of North Hampton Board of Selectmen Rules and Procedures 02122018.docx

All,

Below is a draft with updates to the Select Board Rules and Procedures completed by Mr. Maggiore. Please review and be ready to discuss as an agenda item on February 26, 2018.

Have a great day!

Michael J. Tully
Interim Town Administrator
Town of North Hampton, NH
mtully@northhampton-nh.gov
(603) 964-8087

From: Maggiore
Sent: Monday, February 12, 2018 8:50 AM
To: Michael Tully
Subject: Re: Town of North Hampton Board of Selectmen Rules and Procedures Final

Chief.

Attached is a draft of updates to the SB rules and procedures. The updates are limited to drafting the agenda and the order of business, but will be important for the new TA. Can you please circulate this to the Board for consideration at the next SB meeting?

Thanks.

Jim

The Town of North Hampton's employees strive to respond to email in a timely manner. The Town has also invested in significant spam filters to prevent internet fraud. If you have no response to an email you sent to one of our employees within two days, please make sure to call (603-964-8087). Your message may have been caught inadvertently in a spam filter.

Emails to and from town employees may be subject to disclosure to third parties under New Hampshire's Right-to-Know law.

TOWN OF NORTH HAMPTON SELECT BOARD RULES AND PROCEDURES

SECTION 1. GENERAL PROVISIONS

a) SELECT BOARD MEETING LOCATION

- i) All meetings of the Town of North Hampton Select Board shall be held at the Town Hall, unless the Select Board adjourns to another location or the meeting is scheduled for another location and is properly noticed.

b) SELECT BOARD MEETING TIME

- i) Meetings of the Town of North Hampton Select Board shall be held on the second and fourth Mondays of every month and begin at 7:00 p.m., unless otherwise noticed, or continued to a specific time and date.

c) SELECT BOARD MEETINGS OPEN TO THE PUBLIC

- i) All meetings of the Town of North Hampton Select Board and Committees thereof shall be open to the public, except as provided for by RSA 91-A.,

d) ELECTION OF OFFICERS

- i) Procedures for electing officers are as follows:

- (1) Annually, at the first meeting of the Select Board after Town elections, the members thereof shall choose, from among their number, a Chair and a Vice Chair.

- (2) In addition to the powers conferred upon the Chair and the Vice Chair, he/she shall continue to have all the rights, privileges and immunities of a Board Member.

- (3) The above election shall be by a majority vote of the Select Board.

e) PRESIDING OFFICER

- i) The Chair of the Select Board shall preside at all meetings of the Select Board, and be recognized as the head of the Town for all ceremonial purposes.

- ii) The Chair of the Select Board has no regular administrative or executive duties. In case of the Chair's absence or temporary disability, the Vice Chair shall act as Chair during the continuance of the absence.

- iii) The Chair of the Select Board or the Vice Chair are referred to as "Presiding Officer" from time to time in these Rules of Procedure.

- iv) The Presiding officer shall preserve order and decorum, may participate in the discussion of any issue before the Select Board, may submit reports and

legislation to the Select Board for its consideration which shall require both motion and second by other Select Board, may speak to points of order in preference to other Select Board, and shall decide all questions of order or procedure, subject to appeal to the full Select Board.

f) DUTIES AND PRIVILEGES OF SELECT BOARD

- i) Selectmen shall address the Board upon recognition of the Presiding Officer.
- ii) Comment and debate shall be confined to the subject matter of the question.
- iii) No Board Member shall be interrupted while speaking except for a point of order.

g) QUORUM AND VOTING

- i) Two Selectmen shall constitute a quorum for the conduct of town business.

h) SELECT BOARD MEETING AGENDA

- i) The Town Administrator and Chair of the Select Board shall arrange a list of such matters according to the order of business and prepare ~~an~~ a draft agenda for the Select Board. The draft agenda shall be circulated to the Select Board members for review.
- ii) Information to be placed on the agenda must be in to the Town Administrator's Office by 12PM on the Thursday prior to the Meeting.
- iii) The Town Administrator shall determine if items will be included on the agenda. If the Town Administrator determines an item is not to be included, they shall inform the Board of the decision and the reason why. The Board at their next meeting may vote to include the topic on a future agenda.
- iv) A copy of the agenda and supporting materials shall be prepared for all Selectmen by the Friday immediately preceding a scheduled meeting of the Select Board.
- v) The Town Administrator or any Board Member may place a matter upon the agenda.
- vi) Any comments by the public on topics on the agenda shall be limited to three (3) minutes
- vii) The Presiding Officer may reserve time upon the agenda for presentations to the Select Board by private individuals or organizations as he or she may deem appropriate.

i) ORDER OF BUSINESS

- i) The business of all meetings of the Select Board shall be transacted as follows; provided, however that the Presiding Officer may, during a Select Board meeting, rearrange items on the agenda to conduct the business before the Select Board more expeditiously:

(1) Call to order & Call of the Roll

(2) Non-Public Session

(3) ~~Approval of Minutes of Previous Meetings~~

(3) First Period of Public Comment

(i) This is the portion of the meeting when individual members of the public may address concerns to the Select Board.

(ii) Members of the public shall state their name and address prior to addressing the Board.

(iii) Public comments shall be limited to three (3) minutes.

(iv) Following such comments the Presiding Officer may place the matter on a future agenda, or refer the matter to the Town Administrator for investigation, report or to take such action as may be appropriate.

(4) Consent Calendar

(a) These items are approved without discussion.

(b) The consent format is to expedite the business of the Board when adequate backup material has been provided.

(c) Should a member of the Board request to have an item removed, it shall be placed on the current agenda under new business.

(5) Public Hearings

(6) Communications to the Select Board

Communications to the Select Board are written correspondence sent or otherwise submitted to the Select Board (excluding bills, advertisements, flyers, brochures, copyrighted materials, media clippings or items that are of a routine business nature that or correspondence that are considered non-public under RSA91-a) shall be accepted and placed on file with the Board public meeting record. Unsigned communications shall not be introduced nor accepted.

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(7) Committee Updates

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~~(a)~~ Committee updates shall include but not be limited to: Budget Committee, Economic Development Committee, Heritage Committee, Water Commission, Bandstand Committee, update from program manager of cable access channel

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(7)(8) Report of the Town Administrator

(9) ~~New Business~~ Items Left on the Table

(a) Items laid on the table shall remain on the table until a member of the Select Board makes a motion to remove such item from the table.

(8)

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(10) ~~Unfinished Business~~ New Business

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(11) Minutes of Prior Meeting(s)

(9) ~~Any Other Item(s)~~ that may legally come before the Boards

(10)(12) Items Laid on the Table

(a) Items laid on the table shall remain on the table until a member of the Select Board makes a motion to remove such item from the table.

(11)(13) ~~Closing Comments~~ Second Period of Public Comment

(a) ~~Closing Comments by Visitors~~

(i) This is the portion of the meeting when individual members of the public may address concerns to the Select Board.

(ii) Members of the public shall state their name and address prior to addressing the Board.

(iii) Public comments shall be limited to three (3) minutes.

(iv) Following such comments the Presiding Officer may place the matter on a future agenda, or refer the matter to the Town Administrator for investigation, report or to take such action as may be appropriate.

(b) (iv) ~~Closing Comments by Selectmen~~

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(12)(14) Adjournment

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- (a) No meeting shall be permitted to continue beyond 10:00 PM without approval of a majority of the Select Board members who are present and eligible to vote.
- (b) If the decision is to recess the meeting, a location, date and time for reconvening must be publicly agreed to before taking a vote to recess the meeting. In the event that a meeting has not been closed or recessed by the Selectmen prior to 9:00 P.M., thus bringing the meeting to an end, the items not acted on shall be deferred to the next Select Board meeting, unless the Select Board, by a majority vote of members present, determines otherwise.

J) TOWN ADMINISTRATOR

- i) The Town Administrator or approved designee shall attend all meetings of the Select Board, unless excused by the Presiding Officer or Select Board.
- ii) The Town Administrator may take part in the Select Board's discussion on all matters on the agenda, and all other matters concerning the welfare of the Town.
- iii) In the event that the Town Administrator is unable to attend a Select Board meeting, he shall appoint another qualified staff member to attend the meeting.

k) CLERK OF THE SELECT BOARD

- i) The Administrative Assistant to the Town Administrator shall be the Clerk of the Select Board and take minutes and perform such other and further duties as may be required by the Select Board, Presiding Officer, or Town Administrator.

SECTION 2. DUTIES AND PRIVILEGES OF MEMBERS

a) DISSENTS AND PROTESTS

- i) Any Board Member shall have the right to express dissent from or protest against any ordinance or resolution of the Select Board.
- ii) After the Select Board has taken a position on an issue, official correspondence should reflect this position.
- iii) When members are requested to speak to groups or are asked the Board's position on an issue, the response should reflect the position of the Board as a whole. A member may clarify their vote on a matter by stating, "While I voted against X, the Select Board voted in support of it." When representing the Town at meetings or other venues, it is important that those in attendance gain an understanding of the Select Board's position as well as that of an

individual member.

b) RULES OF ORDER

- i) The Presiding Officer shall resolve all issues of procedure for the Select Board meetings.
- ii) If not inconsistent with these rules adopted by the board, Robert's Rules of Order will be the parliamentary procedure for the board.
- iii) By a majority vote, the Selectmen may overrule any procedural decision of the Presiding Officer.

c) MOTIONS

i) MAIN MOTIONS.

- (1) Main motions, motions to take from the table, and motions to take up a question previously postponed are in order only when no other question is under debate.
- (2) A main motion may be debated, amended and reconsidered after it has been seconded by a Board Member.
- (3) Motions to take from the table or to take up a question previously postponed may not be debated, amended or reconsidered.

ii) SUBSIDIARY MOTIONS.

- (1) When a question is under debate, the following motions shall be in order according to the following priority:
 - (a) To adjourn (may not be debated, amended or reconsidered).
 - (b) To lay the question on the table (may not be debated, amended or reconsidered).
 - (c) To call the question (may not be debated, amended or reconsidered).
 - (d) To postpone the question to a date certain (may be debated, amended and reconsidered).
 - (e) To postpone the question indefinitely (may be debated, and reconsidered, but not amended).
 - (f) To commit or refer to committee (may be debated, amended and reconsidered).
 - (g) To amend (may be debated and reconsidered, but not amended).

d) RECONSIDERATION AND RECISION.

- i) Following the final vote on a question, any Board Member who the record indicates has voted with the prevailing side, may move for reconsideration.
- ii) No such motion shall be in order unless it is made at the meeting at which the Select Board acted on the question, or at the next succeeding meeting, provided written notice is provided in sufficient time for the matter to be included as an item on the agenda of the next succeeding meeting.
- iii) In the absence of such notice, no motion for reconsideration will be in order.
- iv) A motion to reconsider is debatable provided the subject question was debatable.
- v) A motion to reconsider cannot be amended or reconsidered.

e) SUSPENSION OF RULES.

- i) A motion to suspend these rules shall be in order at any time during a meeting of the Board or a public hearing, except during discussion of a pending motion.
- ii) A motion to suspend shall require a two-thirds vote of those present and voting.

f) ACTIONS FOR A PUBLIC HEARING

- i) The procedures for a public hearing are as follows:
 - (1) At the outset of each public hearing the Presiding Officer will announce the purpose of the public hearing and ask the parties wanting to speak to limit their presentations to information within the scope of the matter before the Select Board.
 - (2) The Presiding Officer may call upon the Town Administrator or other person to describe the matter under consideration.
 - (3) Each speaker, for or against the matter before the Select Board for public hearing, shall identify himself or herself by name and address. Each speaker shall be limited to three (3) minutes. When everyone wanting to speak has had one opportunity to speak, the Presiding officer shall call for anyone wanting to speak for a second time. Second time speakers shall be limited to the time allowed by the Presiding officer, or as established by a majority vote of the Selectmen.
 - (4) Once all Town residents wanting to speak for a second time have spoken, the Presiding Officer shall call for any non-residents wanting to speak.

These speakers shall be limited to three minutes.

- (5) During the hearing any Board Member shall be permitted to ask the speaker questions provided all questions are relevant to the matter before the Select Board for Public Hearing. The Presiding Officer shall retain the right to determine the relevancy of any question.
- (6) The Presiding Officer closes the public hearing.
- (7) The Presiding Officer shall then inquire if there is a motion by any Board Member. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Board Member. The Presiding officer may call on an individual Board Member in the discussion.

g) VOTING

- i) The votes during all meetings of the Select Board shall be transacted as follows:
 - (1) The Presiding Officer may require any question to be submitted in writing before the vote, and shall state each question before the vote.
 - (2) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Board Member, a roll call vote shall be taken by the Clerk.
 - (3) The order of the roll call vote shall be determined by the Presiding Officer.
 - (4) In addition, the Presiding Officer may, at his/her sole discretion, require a show of hands to insure the proper resolution of the vote.
 - (5) Secret ballot votes by Boards, Committees, and Commissions are illegal in New Hampshire.
 - (6) Every Board Member who is in the Select Board chambers when the question is called shall vote on the question before the Select Board.
 - (7) A Board Member shall at the beginning of the discussion of any topic shall announce the intention to excuse himself/herself and shall take no part in the debate should they feel that to vote would constitute a conflict. A Board Member shall vote to abstain if they excuse himself/herself from the discussion due to a conflict of interest. .

h) COMMITTEES/LIAISONS

- i) Special Ad Hoc Citizen Advisory Committees.

- (1) Special ad hoc citizen study committees may be created by the Select Board for a particular purpose.
- (2) All Committee members shall be appointed by the Select Board.
- (3) The committee shall appoint its own chair.
- (4) These committees shall be established by a written document stating the specific purpose, mission, and goals/objectives that the committee is to achieve or attain, and declaring that the committee is dissolved when these have been attained or by a date certain.
- (5) No business of any committee shall begin until such time as the committee has met and elected a chair person.
- (6) No request of staff shall be made without a majority vote of the members of the committee
- (7) Citizen study committees shall cease to exist at the end of each fiscal year unless specifically continued by the Select Board thereafter for a specified time period. At such point of time as a committee shall cease to exist, all documents and materials shall be turned
- (8) One Board Member, appointed by the Presiding Officer, may be appointed as a member and liaison of a citizen advisory committee.
- (9) Citizen study committees may make recommendations on proposed programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the Select Board.
- (10) The committee chair may present the recommendations of the committee during the discussion of the item of business during a meeting of the Select Board.
- (11) Town employees shall staff the various committees as directed by the Town Administrator, but no staff person shall serve as a member of a citizen study committee.
- (12) Minutes of citizen study committee meetings shall be recorded in accordance with RSA 91-A, (the NH Right to Know Law).

i) **NOMINATIONS/APPOINTMENTS**

- i) The procedure for nominating and appointing citizens to Town boards, commissions and committees shall be as follows:
 - (1) Single nomination.

- (a) Whenever only one person is nominated to a particular position, the nomination shall be made by a Board Member, and then seconded.
- (b) Once seconded, a vote is taken.
- (c) Should the person so nominated receive the majority of votes from those Selectmen present, the nomination is confirmed.
- (d) If the majority of those Selectmen present vote not to approve the nomination, the nomination shall be considered rejected and the name removed from further consideration.

(2) Multiple nominations.

- (a) Whenever there are multiple nominations for one position, each name will be placed in nomination with no requirement for a second, although a nomination may receive a second if a Board member wishes to do so.
- (b) When all nominations are closed, each Board Member shall have an opportunity to speak regarding the qualifications of nominees, and then each Board Member shall cast a vote for no more than one name.
- (c) The name receiving a majority of that Board Member present and voting shall be deemed confirmed.
- (d) Should no one nomination receive a majority of the vote and there are more than two nominations for the one position, then the nomination with the least number of votes received shall be removed from the second round of voting.
- (e) The Select Board shall then vote a second time on those nominations remaining.
- (f) If the second vote fails to confirm an appointment, the Presiding Officer may order a third vote or declare the matter deadlocked and order the nomination be forwarded to the next meeting of the Select Board.
- (g) In the case of only two nominations not receiving a majority vote, the Presiding officer may order a second vote or order the nomination be forwarded to the next meeting of the Select Board.

j) ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS - DEFINED

- i) An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality.

- ii) Select Board action shall be taken by ordinance when required or permitted by law to prescribe permanent rules of conduct which continue in force until repealed.
- iii) An enacted resolution is an internal legislative action that is a formal statement of policy concerning matters of a special or temporary character. Select Board action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.
- iv) An enacted motion is a form of action taken by the Select Board to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

k) RESOLUTIONS

- i) Each resolution may be voted and approved on the same day on which it was introduced.
- ii) Resolutions shall be numbered by the fiscal year followed by the chronological numbering of which it was introduced beginning July 1.

l) ORDINANCES

- i) The procedure for ordinances are as follows:
 - (1) An ordinance shall be introduced at a public meeting of the Select Board.
 - (2) At this meeting, the Select Board shall determine a future date for a public hearing and second reading of the proposed ordinance.
 - (3) At the second meeting, the Select Board shall hold a public hearing as previously described and act upon the ordinance.
 - (4) The title of each ordinance shall in all cases be read prior to its passage; provided, should a majority of the Selectmen present request that the entire ordinance or certain of its sections be read, such requests shall be granted.
 - (5) Ordinance shall be numbered by the fiscal year followed by the chronological numbering of which it was introduced beginning July 1.
- ii) Emergency Ordinances.
 - (1) The Town Select Board may, without notice or hearing, adopt an emergency ordinance authorizing expenditures for a public emergency as defined and prescribed in RSA Chapter 21-P:39, and the Town of North

Hampton Ordinances.

iii) A Board Member may, in open session, request of the Presiding Officer that the Select Board study the wisdom of enacting a particular ordinance.

iv) By affirmative motion, the Select Board may assign the proposed ordinance to a specific committee or the committee of the whole for study and consideration.

v) The committee shall report its findings to the Select Board.

m) **COMPLAINTS AND SUGGESTIONS TO SELECT BOARD**

i) When citizen complaints or suggestions are brought before the Select Board, other than for items already on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

(1) If legislative and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Select Board finds such complaint suggests a change to an ordinance or resolution of the Town, the Select Board may refer the matter to a committee or to the Town Administrator for study and recommendation.

(2) If administrative, and a complaint regarding administrative staff performance, administrative execution, or interpretation of legislative policy, or administrative policy within the authority of the Town Administrator, the Presiding Officer should then refer the complaint directly to the Town Administrator for review and response to the citizen. The Select Board may direct that the Town Administrator brief or report to the Select Board when his/her response is made.

SECTION 3. CONDUCT WITH OTHER SELECT BOARD MEMBERS AND STAFF

a) The Select Board shall treat others with respect and respect the rights and opinions of the community despite differences of opinion. The Select Board expects to be treated the same.

b) The Select Board when dealing with the Town Administrator and Town Staff shall:

i) Recognize the administrative chain of command and refuse to act on complaints as an individual outside the administration. (See Appendix A)

ii) Treat all staff as professionals and respect the abilities and integrity of each individual.

iii) Never publicly criticize an employee. Concerns of employee performance

shall be handled with the Town Administrator under RSA 91-A

- iv) Except for the purposes of inquires, deal with Town officers and employees who are subject to the direction and supervision of the Town Administrator solely through the Town Administrator.
 - v) Not give orders to any such officers or employees either publicly or privately.
 - vi) Direct question of the staff to the Town Administrator, Administrative Assistant to the Town Administrator or Department Heads. The Town Administrator should be copied on requests and discussions.
 - vii) Limit the request for staff support and insure that all requests go through the Town Administrator's Office.
- c) The individual members of the Select Board in their relations with fellow members shall:
- i) Recognize that no member by their actions alone can bind the Select Board or the Town
 - ii) No member, including the chairperson or vice-chairperson, shall conduct any town business outside a regular scheduled meeting without the prior knowledge and approval of the Board at a meeting.
 - iii) Pursuant to RSA 91-A uphold the intent of non-public session and not release or discuss items raised in non-public session
 - iv) Refrain from communicating the position of the town or the Select Board to other entities (i.e. state and federal officials) unless the full board has previously agreed on both the position and the language of the statement
 - v) Treat with respect the rights of all members of the Board despite differences of opinion
- d) As required by State law, all business of the town shall be handled in public session, with the exception of matters listed under RSA 91 -A.
- e) Any violation of this Code of Conduct shall be reported to the Board within five (5) days of the occurrence.
- f) All actions taken under RSA 91 -A are to be, if appropriate, disclosed before the close of the regular session in a brief statement of the facts. Any discussion held within the closed session shall be considered closed to the public. Any person who reveals details of the closed session to the public, is to be censured for their actions, and held in contempt of RSA 91-A.
- g) Punishment for any violation of this code of conduct shall include but not limited

to, removal from committee assignments or chairmanships. Other punishments shall be handled by state law (RSA 42:1-a)

Adopted: October 12, 2010



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE

SELECT BOARD DRAFT MINUTES
TUESDAY, FEBRUARY 13, 2018
NOTICE OF PUBLIC MEETING
NORTH HAMPTON TOWN HALL
231 ATLANTIC AVENUE
5:45 O'CLOCK PM

NON PUBLIC SESSION I: 5:46 O'CLOCK P.M.
EXECUTIVE CONFERENCE ROOM
TOWN ADMINISTRATIVE OFFICE
233 ATLANTIC AVENUE

NON PUBLIC SESSION II: 6:30 O'CLOCK P.M.
EXECUTIVE CONFERENCE ROOM
TOWN ADMINISTRATIVE OFFICE
233 ATLANTIC AVENUE

1. 5:45 p.m. Call to Order
2. 5:46 p.m. Non-Public Session I Pursuant to RSA 91-A:3, II (a)
3. 6:30 p.m. Non-Public Session II Pursuant to RSA 91-A:3, II (a)
4. 6:55 p.m. Return to Regular Session and Recess to Town Hall, 231 Atlantic Avenue
5. 7:00 p.m. Reconvening of Public Session at Town Hall and Pledge of Allegiance

Chair Maggiore called the meeting to order at 7:05 PM. Those in attendance were Selectman Miller, Selectwoman Kilgore and Interim Town Administrator Tully.

Chair Maggiore led the Pledge of Allegiance.

Chair Maggiore announced the board had just come out of Non-Public Session, and in the first session there was a unanimous vote for a new hire in the Police Department.

Chair Maggiore stated the second session involved a new hire and asked Interim Town Administrator Tully to proceed with contract negotiations.

43 **Motion by Selectwoman Kilgore to seal the minutes of the second Non-Public session. Seconded by**
44 **Selectman Miller. Motion carries 3-0.**
45

46 **6. First Public Comment Session**

47 Public Comment is an opportunity for residents to ask questions, request information and make comments
48 on issues facing the Town. Individuals will be given not more than three (3) minutes to speak, and people
49 who have already spoken will be asked to wait until everyone has had the chance to speak once. The total
50 time devoted to this agenda item is fifteen (15) minutes. Individuals who are not able to speak during the
51 First Public Comment Session will be given first opportunity to speak during the Second Public Comment
52 Session at the end of the Meeting.
53

54 **7. Consent Calendar**

- 55 7.1 Payroll Manifest of 01/11/2018 in the amount of \$187,684.01
56 7.2 Payroll Manifest of 01/18/2018 in the amount of \$57,266.90
57 7.3 Payroll Manifest of 01/25/2018 in the amount of \$62,998.68
58 7.4 Payroll Manifest of 02/01/2018 in the amount of \$59,075.78
59 7.5 Payroll Manifest of 02/08/2018 in the amount of \$170,861.37
60 7.6 Accounts Payable Manifest of 01/11/2018 in the amount of \$164,257.78
61 7.7 Accounts Payable Manifest of 01/25/2018 in the amount of \$1,287,092.75
62 7.8 Accounts Payable Manifest of 02/08/2018 in the amount of \$90,314.49
63 7.9 Execution of Agreement for Mortgage Deed Searches and Notices
64 7.10 Approval of Veteran Tax Credit Application
65 7.11 Approval of Veteran Tax Credit Application
66 7.12 Approval of Petition and Pole License #1/98A, #45/7A
67

68 **Motion by Selectman Miller to approve the Consent Calendar as presented for discussion. Seconded**
69 **by Selectwoman Kilgore. Chair Maggiore and Selectwoman Kilgore discussed and gave further**
70 **details on payments from the manifests. Motion carries 3-0.**
71

72 **8. Correspondence**

- 73 8.1 Correspondence from Aquarion Water Company
74 Chair Maggiore read the letter from John Herlihy into the record. A copy is available at the Town
75 Offices.
76

77 **9. Committee Updates**

78 9.1 Budget Committee

79 Selectman Miller stated Jonathan Pinette called a Budget Committee meeting to order after the School
80 Deliberative Session with eight members present. There was not a representative from Little Boar's Head
81 in attendance. Mr. Pinette asked for reconsideration of Article 1 of the school budget to bring it back to the
82 originally proposed amount, and the motion passed 8-0.
83

84 Selectman Miller stated Article 12 of the Town Budget, the Six Wheel Dump Truck was reconsidered and
85 there was a vote of 6-2.
86

87 Selectman Miller stated Article 11 of the Town Budget, the Collective Bargaining Agreement was
88 reconsidered and the vote was 8-0.
89

90 9.2 Economic Development Committee

91 Selectwoman Kilgore stated there will be a meeting on February 15 at 5PM in the Town Hall and the sewer
92 system study would be presented and discussion will be held on the Vision Statement. She further stated
93 the survey would be going out to residents and businesses in late February. Selectwoman Kilgore stated
94 there is currently an opening on the EDC and asked to have it advertised.
95

96 9.3 Heritage Commission

97 Chair Maggiore stated a meeting would be held on February 17.

98
99 9.4 Water Commission

100 Chair Maggiore stated there was nothing new to report.

101
102 9.5 Bandstand Committee

103 Selectwoman Kilgore stated the first concert will be held on June 20 and a full schedule of events will be
104 available soon. She further stated there are still bricks available for sale.

105
106 9.6 Channel 22 Update

107 John Savastano updated the board stating he and his team were well prepared for both deliberative sessions.
108 He stated that statistics showed 29 viewers watched live and 41 viewers watched after the deliberative on
109 line.

110
111 Mr. Savastano spoke about upload speeds and old equipment.

112
113 **10. Report of the Interim Town Administrator**

114 10.1 General Report

115
116 **11. Items Left on the Table**

117 11.1 Discussion of Document Management System

118
119 **12. New Business**

120 12.1 Discussion of Cable Access Television Revolving Fund

121 Interim Town Administrator Tully asked the board to place this item on the table as further information is
122 forthcoming.

123 **Motion by Selectwoman Kilgore to place this item on the table. Seconded by Selectman Miller.**
124 **Motion carries 3-0.**

125 12.2 Discussion of 91-A Policies

126
127 Interim Town Administrator Tully stated the town did not have any policies in place regarding the
128 recording and posting of meetings. He and Laurel Pohl met and came up with a draft for the board to
129 review. He further stated new chairs to committees and commissions do not fully understand the role of a
130 chair and what the policies and procedures are, and felt this information needs to get to those new to
131 boards, committees and commissions.

132
133 Selectwoman Kilgore stated that the town has struggles with this, and would like to see them work as a
134 team moving forward to share and support information and to be sure items are being posted in a timely
135 manner.

136
137 The board agreed to forward information to NHMA for review and guidance first, and then to town council
138 if they were unable to render their opinion.

139
140
141 12.3 Request to Use Town Green – American Lung Association

142
143 Bob Betts, American Lung Association introduced himself to the board as the lead volunteer for the
144 American Lung Association race.

145
146 Mr. Betts stated they had used the Town Green for the past seven years as a rest stop. He further explained
147 they would be placing a 10x10 up on the side closest to Centennial Hall and will also have two portable
148 toilets delivered. The race is scheduled for May 6, 2018 from 7:30AM to 11AM.

Mr. Betts also noted that this charity ride receives 84% of the money raised to fund their programs.

Motion by Selectman Miller to approve the Large Gathering Ordinance as applied for. Seconded by Selectwoman Kilgore. Motion carries 3-0.

12.4 Discussion of Proposed Town of North Hampton Flag

Chair Maggiore stated Max Reich had met with the Historical Society where he presented his idea for the town flag.

Jane Boesch stated the Historical Society had made a Town Flag as a fundraising project several years ago, but were no longer interested in selling flags. She further stated when speaking with Master Reich, they discussed with him the expense of making the flags and although he has some money to put towards the purchase, he will be looking to the town to share the costs. Mrs. Boesch further stated the town should decide either on a warrant article or by citizens petition next year.

Donna Etela stated the most important thing to remember that there is a young man who has extended himself and gone beyond boundaries to produce a flag for the town. She added that the Historical Society had expended \$950 to make 25 flags and it took them five years to sell them.

Mrs. Etela stated the society encouraged Master Reich to continue on with the process via a warrant article and urged the Select Board to allow the citizens of the town to decide next year.

All board members were in consensus to move this item forward to the legislative body next year, as well as putting on the Select Board goals for the coming year.

12.5 Discussion of Equipment Sharing with Rye Fire Department

Interim Town Administrator Tully stated he had reached out to the Rye Fire Department on two issues. He stated when the fire department received the grant for new SCBA's, the Chief had asked the company about trading in the old, however he was told they were "useless" to them and they would probably "throw them in the trash."

Interim Town Administrator Tully reached out to Rye Fire Department as they use the same packs and thought they could repurpose or use North Hampton's as a spare or for parts.

Interim Town Administrator Tully also shared a discussion he had with the Rye Fire Chief regarding using their back up ambulance, should North Hampton's be out of service. North Hampton would pay for insurance coverage while using it and Rye agreed to share their back up ambulance through the Mutual Aid Agreement, noting a beneficial cost savings to the town.

Selectwoman Kilgore stated she was in agreement and noted "small steps lead to big steps of trust, and it is a win/win situation." Chair Maggiore and Selectman Miller agreed.

Motion by Selectwoman Kilgore to donate the air packs to the Rye Fire Department. Seconded by Selectman Miller. Motion carries 3-0.

12.6 Discussion of Software Update for IMC/Firehouse

Interim Town Administrator Tully stated that the current software for the Police and Fire Departments were no longer supported by Microsoft, and there is a possibility of sensitive data being breached. He stated Portsmouth Computer Group (the town's IT provider) has recommended moving the data onto a new virtual server.

The board discussed different types of software available to police and fire departments.

196 **Motion by Selectman Miller to purchase the needed software and equipment to update the IMC and**
197 **Firehouse software for a cost of no more than \$2,645. Seconded by Selectwoman Kilgore. Motion**
198 **carries 3-0.**

199 12.7 Discussion of Town Deliberative Session

200 The Select Board agreed they had talked throughout the meeting regarding the Deliberative Session and
201 there were no further items to discuss.

202 12.8 Discussion of Concerns of Public Mailings

203 Selectman Miller stated he wanted the public to know that two recent mailers- a request for absentee ballot
204 and a survey- sent out were not from the town, and that the town had nothing to do with them.
205

206 **13. Minutes of Prior Meetings**

207 13.1 Approval of January 22, 2018 Regular Meeting Minutes

208 **Motion by Selectwoman Kilgore to approve the minutes of January 22, 2018 as presented. Seconded**
209 **by Selectman Miller. Motion carries 3-0.**

210
211 13.2 Approval of January 24, 2018 Meeting Minutes

212 **Motion by Selectman Miller to approve the minutes of January 24, 2018 as presented. Seconded by**
213 **Selectwoman Kilgore. Motion carries 3-0.**

214
215 13.3 Approval of January 29, 2018 Meeting Minutes

216 **Motion by Selectman Miller to approve the minutes of January 29, 2018 as presented. Seconded by**
217 **Selectwoman Kilgore. Motion carries 3-0.**

218
219 13.4 Approval of January 30, 2018 Meeting Minutes

220 **Motion by Selectman Miller to approve the minutes of January 30, 2018 as presented. Seconded by**
221 **Selectwoman Kilgore. Motion carries 3-0.**
222

223 **14. Any Other Item that may legally come before the Board**

224 The Board reserves the right to take action on any item relative to the prudential administration of the
225 Town's affairs, which circumstances may require.
226

227 **15. Second Public Comment Session**

228 See Item 6, above.

229 Frank Ferraro suggested a "town flag competition" rather than just taking the design of one person.
230

231 **16. Adjournment**

232 Meeting adjourned at 9:00PM.
233

234 Respectfully,

235
236 Janet Facella
237

Michael J. Tully
Interim 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 13, 2018 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from January 23, 2018 through February 13, 2018

FINANCE

The current expenditure report can be found here: https://www.northhampton-nh.gov/sites/northhamptonnh/files/uploads/expense01302018_0.pdf

FY 18 expenditures are within normal parameters, there are no alarming trends at this point. Highway and Fire are running tight at this point and we are monitoring week by week. Overall the budget is in good shape. I will keep the Board updated with any changes.

PRIORITIES

Personnel

Town Administration. Brian Kaenrath is scheduled for his first day in North Hampton on March 12, 2018. As the time nears I will draft a pass along document and discuss with the Board the best exit strategy for a smooth transition upon his arrival.

The Police Department. The department will bring a candidate in front of the Board before the Select Board meeting for a patrol position and is utilizing the Great Bay Testing Alliance in order to find a qualified candidate for the last remaining patrol position. They have begun the DARE program in the school and are continuing with other programs with the children.

The Fire Department. A grant has been submitted for a new Ladder Truck. We should not expect to hear anything further until late fall. Firefighters have continued with Firefighter Fridays in which they have lunch at the elementary school with children.

Building Department. Glen Bosworth has hit the ground running and I have heard many compliments on his way of dealing with the public. The part-time position has been advertised and I will bring forward candidates when the position closes.

Facilities

Town Hall. Nothing new to report

The Library. The library is still working on their plan for renovation. They are working on a series of community listening sessions with their architect. When those dates are decided I will bring them forward to the Board. The media equipment in the teen room has been purchased and installed and is seeing substantial use.

Stone Building. Nothing new to report.

Projects

Telephone System/Communications. Nothing new to report

Cell Tower. Nothing new to report.

Banners. Banners have been delivered and will be installed this spring.

Regionalization. On the agenda under new business is an item to discuss relating to working together with the Rye Fire Department.

Perambulation. Nothing new to report.

Aquarion. Aquarion has sent out letters to residents to test private wells. The letters are included in correspondence.

Coakley Landfill Group. Nothing new to report

Cemeteries. Nothing new to report.

Finance Policies. Nothing new to report.

FY 2019 Budget Preparation. Deliberative session went smoothly. The budget with a 2.04% increase will appear on the ballot in March. A special thank you needs to go out to Jan Facella and Ryan Cornwell for all the preparation work as well as Mr. Savastano and his crew for going above and beyond making it possible to transmit live from the school. As is often the case, the

work they do goes unnoticed by many but each of these individuals worked diligently to make sure that the Town's deliberative session ran like clockwork.

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

Trolley Bridge/Philbrick Pond Grant. Nothing new to report.

Hampton Rod and Gun Club: Nothing new to report.

Storm-Water Regulations. Nothing new to report.

Hazard Mitigation Plan. The plan is 95% approved by the State. I will give further updates as I receive the information

Recreation Activities. The process for the position of Recreation Director is moving forward. The date for Winter Fest is March 10, 2018 and planning has begun for the Easter egg hunt, March 25th. I have had a request for the Memorial Day cookout to be taken over by the Rec Department and will work with the commission to see if we can make that happen.

Conservation Easement Deeds. The Deed has been recorded for the Back property on Mill Road which was discussed in a public hearing last month.

Mutual Aid. I have nothing new to report.

Economic Development. I have nothing new to report.

Facilities. See, above.

Document Management System. Nothing new to report

IT Issues: I have instructed PCG to order the new server for the Town Office. I do not have a date that will be installed but I will keep the Board informed as we move forward. The discussion of software for (IMC/Firehouse) will occur as an agenda item at the meeting.

Deed Waiver/Modular Home Tax Abatement Policy. Nothing new to report

Rails to Trails. Nothing new to report

Meeting Schedule: The next regularly scheduled meeting of the Select Board will be on February 26, 2018.