



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

**NOTICE OF PUBLIC MEETING  
MONDAY, FEBRUARY 26, 2024**

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

**IF YOU HAVE A COMMENT, OPINION OR QUESTION DURING ONE OF THESE PORTIONS OF THE MEETING PLEASE DIAL IN TO 603-758-1447 OR EMAIL DIRECTLY TO [JONATHANPINETTETOWN@YAHOO.COM](mailto:JONATHANPINETTETOWN@YAHOO.COM) AND YOUR EMAIL WILL BE READ ALOUD DURING THE MEETING.**

**1. Call to Order and Pledge of Allegiance**

**2. First Public Comment Session**

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

**3. Consent Calendar**

- 3.1 Payroll Manifest of February 15, 2024 in the amount of \$82,049.13
- 3.2 Payroll Manifest of February 22, 2024 in the amount of \$86,671.50
- 3.3 Accounts Payable Manifest of February 15, 2024 in the amount of \$1,504,107.83
- 3.4 Veteran Tax Credits
- 3.5 Elderly Exemptions
- 3.6 Abatement Recommendation
- 3.7 Supplemental Tax Warrant

**4. Correspondence**

**5. Committee Update**

- 5.1 Heritage Commission
- 5.2 Water Commission
- 5.3 Rails to Trails Committee

6. **Report of the Town Administrator**

7. **Items Left on the Table**

8. **New Business**

- 8.1 Swearing in of Police Officer Danny Genese
- 8.2 Discussion of Purchase of Fire Equipment
- 8.3 Discussion of Lease for Recreation Department at Lafayette Crossings
- 8.4 Discussion of Fire Department Internship Program at Winnacunnet High School

9. **Minutes of Prior Meetings**

- 9.1 Approval of Minutes of Regular Meeting of February 12, 2024
- 9.2 Approval of Minutes of Non-Public Meeting of February 12, 2024

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

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

11. **Second Public Comment Session**

See Item 2, above

12. **Adjournment**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**CONSENT CALENDAR**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

[mtully@northhampton-nh.gov](mailto:mtully@northhampton-nh.gov)



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**CORRESPONDENCE**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**COMMITTEE UPDATES**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**REPORT OF THE TOWN ADMINISTRATOR**

**Michael J. Tully**  
**Town Administrator**

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



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

---

**TOWN ADMINISTRATOR'S REPORT**  
**FEBRUARY 26, 2024 SELECT BOARD MEETING**

---

**REPORTING PERIOD**

The reporting period is from February 13, 2024 through February 9, 2024

**Finance**

Financially we are running at 31% of the budget remaining with 19 weeks remaining in the fiscal year.

**Police**

Dan Genese joins our team as a full-time police officer following a distinguished 27-year career as a special agent with the DEA. His expertise includes hundreds of investigations as an undercover agent and as a case lead in significant narcotics investigations. Dan was also an instructor at the DEA academy in Quantico, where he taught case management, evidence management, and undercover operations.

Over the past two weeks, we've conducted more than 80 traffic stops, focusing on improving driver behavior and reducing accidents, particularly at the Post Road and Exeter Road intersection.

Recruitment efforts are ongoing, with multiple applicants expressing interest in joining our department. We are committed to attracting and retaining top talent to ensure the continued success of our department and the safety of our community.

## **Fire**

In the Fire Department, the fire chief has been meeting with state officials from HSEM and federal officials from FEMA to review the damage caused by the recent January storms. The chief, along with the DPW director, met last week with a group of these officials to tour the damage along Rt. 1A as part of FEMA's assessment and determination if there'll be enough damaged incurred for federal funding.

The department met with a student from Winnacunnet High School who is interested in an internship with the department. She'll be starting her Extended Learning Opportunity program in mid-March.

Deputy Chief MacGlashing met with officials and leadership from Portsmouth Regional Hospital to discuss exploring exciting life-saving advancements that would propel our paramedic's and Advanced EMT's capabilities; both are reviewing the equipment and training needed and once finalized, the chief will announce these advances.

## **Facilities**

*Town Hall.* Nothing new to report. The dumpster behind the Town Hall has been removed. The generator has been changed over to natural gas and the boiler has been repaired.

*New Town Office/Fire/Police Buildings.* Two Way and American Alarm continue with punch list items. Director Hubbard is planning for the top coat in the spring.

*Stone Building.* Nothing new to report. Final grading has been completed in the rear of the building which includes walkways connecting the buildings. Seeding will occur in the spring.

## **Recreation**

Summer Camp memberships opened for registration on February 1<sup>st</sup>. Individual weeks and added for this year, a daily option, registration begins March 1<sup>st</sup>. We are currently posting for a Summer Camp Director and Summer Camp positions.

In addition to our traditional summer day camp we will once again be offering a soccer camp with Seacoast United, a chess camp with "Chess Wizards" an Aerial silks camp with BKS in North Hampton, a Mad Science camp, tennis lessons and more.

Senior Coffee continues Thursday mornings from 10-11:30 at the REC. At our February 22<sup>nd</sup> coffee Collette travel will be presenting information regarding our trip to the Canyons in September.

Adult volleyball (Mondays) and Basketball (Tuesdays) continues at North Hampton School.



For further information please visit our website or reach out to Joe Manzi at the Town Office.

### **Highway**

Highway has continued assisting with staffing and processing materials at the Recycling Center. In addition, clean up and hauling of roadside debris from storms to the brush facility has been ongoing.

The crew has also been processing crushed gravel and crushed base material at the Brush Facility for use on our roadways in the future. Cold patching of various potholes is ongoing.

Once again, thank you to the Highway crew for the set up for Winterfest at Dearborn Park!

### **Projects**

*Route 1 Culvert.* Nothing new to report. The culvert handled the excess drainage very well during the recent storms. I touched base with a property owner who is usually affected and he agreed it was minimal.

*PFAS Investigation.* Nothing new to report. Currently this project is on hold and will be revisited in the spring. We have received notification that the grant funds have been extended.

*Police/Highway/Fire Negotiations.* Nothing new to report. The contracts are included on the warrant and will be voted on in March.

*Equipment Auction.* A 2014 cruiser has been sold on Municibid for \$3200. The cruiser required extensive brake work and had an issue with the drivetrain. The Fire Department also auctioned the Central States Engine with a severely rotted frame. That vehicle brought \$3900.

*Community Power Aggregation.* Nothing new to report. A warrant article has been prepared and will move forward to the warrant.

*Insurance claim.* We are in discussions with Primex regarding the Highway trailer that was totaled when it was struck by a passing motorist. Director Hubbard was able to secure a new trailer at a great price.

*Cell Tower.* Nothing new to report. The Planning Board approved the Tower project with conditions at its November 7<sup>th</sup> meeting. The Planning Administrator will be working with Vertex towers to assure all conditions are met and then it will move on to a federal environmental review.

*Coakley Landfill Group.* There is a meeting scheduled for March 6<sup>th</sup>, I plan to be in attendance.

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

Channel 22. Channel 22 is currently working with the Rec department to investigate interest in starting a media club. This would help young adults gain experience with production and would create a feeder program for our channel.

*Rails to Trails.* Nothing new to report. Stone dust was completed on the northern portions of the trail before the recent storms. I would expect the State will hold off on spreading our section until after the snow melts

*Meeting Schedule:* The board's next meeting is scheduled for March 11th.

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

[mtully@northhampton-nh.gov](mailto:mtully@northhampton-nh.gov)



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**ITEMS LEFT ON THE TABLE**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

[mtully@northhampton-nh.gov](mailto:mtully@northhampton-nh.gov)



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**NEW BUSINESS**



Jason M. Lajoie  
FIRE CHIEF

North Hampton  
**FIRE & RESCUE**

235 ATLANTIC AVENUE  
NORTH HAMPTON, NEW HAMPSHIRE 03862  
www.northhampton-nh.gov Bus. Ph. (603) 964-5500



Jacob R. MacGlashing  
DEPUTY FIRE CHIEF

February 16, 2024

Michael Tully, Town Administrator  
North Hampton Select Board  
Town of North Hampton  
237A Atlantic Avenue  
North Hampton, NH 03862

Dear Mr. Administrator and members of the Select Board,

In the course of their duty, the paramedics of North Hampton Fire & Rescue have encountered challenging respiratory distress calls and as a result of our current, less-than-adequate CPAP (*Continuous Positive Airway Pressure*) capabilities, identified the need for an invaluable piece of crucial, lifesaving equipment that would greatly improve their treatment of these patients. To better manage these types of emergencies, we are requesting permission to spend monies from the department's Ambulance Equipment Fund to purchase a mechanical ventilator.

This request comes after the department has attempted over the past year to secure two separate grants for this piece of equipment but have unfortunately failed; subsequently, we seek your approval to pursue the purchase of this device from available resources in our *Supplies and Equipment Fund* in the amount of **\$10,239.80**. The account, as of January 30, 2024, had \$63,076.13 available.

Following our extensive research of available products on the market and on the recommendation of Deputy Chief MacGlashing, a well-versed paramedic who has first-hand knowledge and field experience, we request authorization to forego the required sealed bid process to purchase our tool of choice, made by ZOLL Medical®, a leading company in medical devices, as there are no other manufacturers that build a ventilator that is more versatile for pre-hospital advanced life support. Permitting us to purchase this specific ventilator also keeps us in line with our mutual aid partners where familiarization and interoperability is vital, and the device is field proven with area professionals.

We extend our sincere appreciation for your consideration of this important request; the approval to move forward would assist the department in broadening our capabilities of advanced life support treatment, giving our paramedics and Advanced EMT's the needed tools to work to the top of their protocols and advancing care with technology in respiratory emergencies.

Dutifully,



Jason M. Lajoie  
Chief of Department



Jacob R. MacGlashing  
Deputy Fire Chief

## Janet Facella

---

**From:** Michael Tully  
**Sent:** Thursday, February 22, 2024 7:52 AM  
**To:** Janet Facella  
**Subject:** Fwd: Town of North Hampton - Amendment for Signature  
**Attachments:** 2024-02-21; Town of No Hampton Rec Dept-4th Amend;; North Hampton (LL v2).doc;  
2024-02-21; Town of No Hampton Rec Dept-4th Amend;; North Hampton (LL v2).pdf;  
Redline - 2024-02-08; Town of No Hampton Rec Dept-4th Amend;; North Hampton and  
2024-02-21; (LL v2).pdf

Michael Tully  
Town Administrator  
Town of North Hampton, NH

---

**From:** Joe Manzi <jmanzi@northhampton-nh.gov>  
**Sent:** Wednesday, February 21, 2024 5:39:34 PM  
**To:** Michael Tully <mtully@northhampton-nh.gov>  
**Subject:** FW: Town of North Hampton - Amendment for Signature

Joe Manzi, Director  
North Hampton Parks and Recreation  
233 Atlantic Avenue  
North Hampton NH 03862-02352  
Summer Camp and Before and After School phone line and Rec 570-8169  
Office 603-964-3170  
Fax 603-964-1514  
Town Website northhampton-nh.gov  
Program registrations at northhamptonnh.recdesk.com  
Like North Hampton NH Recreation on Facebook

**From:** Barra, Pam <Pam.Barra@wsdevelopment.com>  
**Sent:** Wednesday, February 21, 2024 5:35 PM  
**To:** Joe Manzi <jmanzi@northhampton-nh.gov>  
**Cc:** Grau, Zak <Zak.Grau@wsdevelopment.com>; Hester, Dan <Dan.Hester@wsdevelopment.com>; Slater, Leslie <Leslie.Slater@wsdevelopment.com>; Crockett, Diana <Diana.Crockett@wsdevelopment.com>  
**Subject:** RE: Town of North Hampton - Amendment for Signature

Joe,

I confirmed with Dan Hester and he has agreed that you don't have to be out of the current space until March 4. Therefore, the Commencement Date was also revised to March 5, 2024.

I'm attaching a Clean pdf and Word document for signature, and also a redline showing the changes made to the document.

**AMENDMENT NO. 4 OF TEMPORARY LICENSE**

THIS AMENDMENT NO. 4 OF TEMPORARY LICENSE (“**Amendment**”) is made as of \_\_\_\_\_ by and between W/S NORTH HAMPTON PROPERTIES LLC, a Massachusetts limited liability company, having a mailing address c/o WS Asset Management, Inc., 33 Boylston Street, Suite 3000, Chestnut Hill, Massachusetts 02467 (“**Licensor**”) and TOWN OF NORTH HAMPTON, NH, having a mailing address at 237A Atlantic Avenue, North Hampton, New Hampshire 03862 (“**Licensee**”).

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain Temporary Retail License dated November 23, 2020, as amended by that certain Amendment No. 1 of Temporary License dated May 10, 2021, that certain Amendment No. 2 of Temporary License dated May 25, 2022, and that certain Amendment No. 3 of Temporary License dated as of July 25, 2023 (collectively, the “**Agreement**”) relating to certain premises consisting of approximately 4,000 square feet (the “**Existing Licensed Premises**”) located within the shopping center known as Lafayette Crossing (the “**Shopping Center**”) located in North Hampton, New Hampshire, as more particularly described in the Agreement; and

WHEREAS, the Term of the Agreement expires on June 30, 2024, and Licensee does not have any option to extend the Term beyond such date; and

WHEREAS, Licensor and Licensee desire to amend and modify the Agreement to extend the term thereof and to relocate Licensee’s operations within the Shopping Center, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing and mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Licensor and Licensee hereby agree to the relocation of Licensee’s operations under the Agreement from the Existing Licensed Premises to certain other premises in the Shopping Center as hereinafter set forth. In connection therewith, on the date that is no later than March 4, 2024 (the “**Surrender Date**”), Licensee shall surrender possession of the Existing Licensed Premises in the condition in which the Existing Licensed Premises are required to be surrendered under the provisions of the Agreement upon the expiration of the term of the Agreement and Licensee has no further rights with respect to the Existing Licensed Premises. By no later than the Relocation Licensed Premises Commencement Date (as hereinafter defined), Licensee shall open its operation from those certain premises (the “**Relocation Licensed Premises**”) in the Shopping Center containing approximately 10,619 square feet of floor area currently known as Suite 11, as more particularly shown on Exhibit “A” annexed hereto and made a part hereof. From and after the Relocation Licensed Premises Commencement Date, the Relocation Licensed Premises shall be the Licensed Premises under the Agreement, as fully as if the Relocation Licensed Premises had been described as the Licensed Premises in the



Agreement and Exhibit “A” attached hereto shall be substituted for the Exhibit “A” originally annexed to the Agreement. Up to and through the Surrender Date, Licensee shall continue to comply with all obligations and requirements under the Agreement as it pertains to the Existing Licensed Premises. In the event Licensee fails to surrender the Existing Licensed Premises on or before the Surrender Date as required hereunder, Licensors shall have all its rights and remedies under the Agreement and at law and in equity, including, without limitation, holdover, and Licensee shall be obligated to pay the Basic Charge and all additional rent retroactive to the Relocation Licensed Premises Commencement Date.

2. Licensee agrees to accept delivery of the Relocation Licensed Premises on the Relocation Licensed Premises Commencement Date in its “as is” condition without any obligation on Licensors part to perform any work with respect thereto and without any representations or warranties except as expressly set forth herein. The Relocation Licensed Premises shall be deemed “ready for occupancy by Licensee” on the date (the “**Relocation Licensed Premises Delivery Date**”) that Licensors delivers the same to Licensee broom clean and free and clear of all tenants and other occupants and otherwise in its “as is” condition.

3. Promptly following the Relocation Licensed Premises Delivery Date, Licensee shall, at its sole cost and expense, equip the Relocation Licensed Premises with trade fixtures and all personal property, and perform any work, necessary or proper for the operation of the Licensee’s operation in the Relocation Licensed Premises (the “**Licensee’s Work**”). Any and all of Licensee’s Work shall meet the following requirements: (i) same shall be done in a good and first-class workmanlike manner; (ii) same shall not adversely affect the structural strength of the Relocation Licensed Premises or the building of which they are a part; (iii) Licensee shall abide by all applicable laws, ordinances and insurance requirements and the terms and provisions of the Agreement and this Amendment; (iv) same shall be done in full conformity with Licensors written approval; and (v) same shall be done as set forth herein and at such time and in such manner as to cause as little interference as reasonably possible with the continued conduct of business in the Shopping Center. Without limiting the generality of the foregoing and without in any manner derogating from Licensee’s obligation to maintain insurance with respect to the Existing Licensed Premises through the Surrender Date, Licensee shall obtain, with respect to the Relocation Licensed Premises, such insurance as is required under the Agreement to be obtained to cover the performance of Licensee’s Work in the Relocation Licensed Premises prior to the Relocation Licensed Premises Commencement Date. Licensee shall pay for all its utility requirements in the Relocation Licensed Premises as of the date Licensee begins Licensee’s Work at the Relocation Licensed Premises.

4. The “**Relocation Licensed Premises Commencement Date**” is the earlier to occur of the following dates: (i) the date on which Licensee first opens for business from the Relocation Licensed Premises; or (ii) March 5, 2024. No later than the Relocation Licensed Premises Commencement Date, Licensee shall open its store for business in the Relocation Licensed Premises in all respects in accordance with the provisions of the Agreement as amended hereby. Except as herein specifically set forth, in the event

Licensee shall have failed to complete Licensee's Work hereunder and to have opened the Relocation Licensed Premises for business on or before the Relocation Licensed Premises Commencement Date, then all of Licensee's rents and other charges in respect of the Relocation Licensed Premises shall nevertheless commence on the Relocation Licensed Premises Commencement Date, except that the Basic Charge shall increase to be payable at the rate of 150% of the monthly amount of Basic Charge for and with respect to the Relocation Licensed Premises per day until Licensee shall open for business in the Relocation Licensed Premises.

5. Notwithstanding anything to the contrary contained in the Agreement, the term of the Agreement is hereby extended from July 1, 2024 through and including June 30, 2025 (the "**Fourth Extended Term**"), upon all of the same terms, provisions and conditions set forth in the Agreement, except as specifically set forth in this Amendment. From and after the date hereof, the "Expiration Date" shall be June 30, 2025.

6. Notwithstanding anything to the contrary set forth in the Agreement, the Basic Charge for the Fourth Extended Term shall be paid at the monthly rate of \$500.00 per month and proportionately at such rates for any partial month.

7. Notwithstanding anything to the contrary contained in the Agreement, commencing on the Fourth Extended Term, Monthly Utilities shall remain the same at \$500.00 per month.

8. Notwithstanding anything in the Agreement to the contrary, including Section 22 thereof, effective as of the date hereof, Licensor's and Licensee's complete addresses are hereby updated as follows:

(i) If to Licensor:

W/S North Hampton Properties LLC  
c/o WS Asset Management, Inc.  
33 Boylston Street, Suite 3000  
Chestnut Hill, MA 02467

with a copy to:

**Prior to May 1, 2024**

Goulston & Storrs, PC  
400 Atlantic Avenue  
Boston, MA 02110  
Attn: WS North Hampton

**From and after May 1, 2024**

Goulston & Storrs PC  
One Post Office Square  
Boston, MA 02110  
Attn.: WS North Hampton

In addition, with respect to any notice intended for Licensor, Licensee agrees, simultaneously with sending such notice in accordance with the terms and provisions set forth in Section 22 of the Agreement, to send a copy of such notice to Licensor at [LegalNotices@wsdevelopment.com](mailto:LegalNotices@wsdevelopment.com)

For ACH payments, contact: [ACH@wsdevelopment.com](mailto:ACH@wsdevelopment.com)

Sales Reports shall be sent to: [SalesReporting@wsdevelopment.com](mailto:SalesReporting@wsdevelopment.com)

(ii) If to Licensee:

Town Of North Hampton, NH  
237A Atlantic Avenue  
North Hampton, NH 03862

9. Licensee acknowledges that it has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever against Licensor or any of Licensor's directors, officers, employees, agents or attorneys with respect to the Agreement and the operation of Licensee's business at the demised premises.

10. The parties acknowledge and agree that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign or pdf) of an original signature.

11. Except as amended by this Amendment, the Agreement remains in full force and effect. In all respects the Agreement, as amended and modified herein, is ratified, approved and confirmed.

12. Capitalized terms used herein but not defined in this Amendment shall have the meanings assigned to them in the Agreement.

13. Each of Licensor and Licensee warrants and represents to the other that it has dealt with no broker in connection with this Amendment. Licensor and Licensee each shall defend, indemnify and hold harmless the other party from and against any and all commissions, fees and expenses, and all claims therefore, arising from or in connection with this Amendment, of, or by, any broker alleging that he, she or it has dealt with the indemnitor party.

14. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

15. The individuals executing this Amendment hereby represent and warrant that they are empowered and duly authorized to so execute this Amendment on behalf of the parties they represent.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the execution hereof under seal as of the day and year first above written.

**LICENSOR:**  
W/S NORTH HAMPTON PROPERTIES LLC, a  
Massachusetts limited liability company

By: \_\_\_\_\_

Printed Name:

Its:

Hereunto duly authorized

**LICENSEE:**  
TOWN OF NORTH HAMPTON, NH

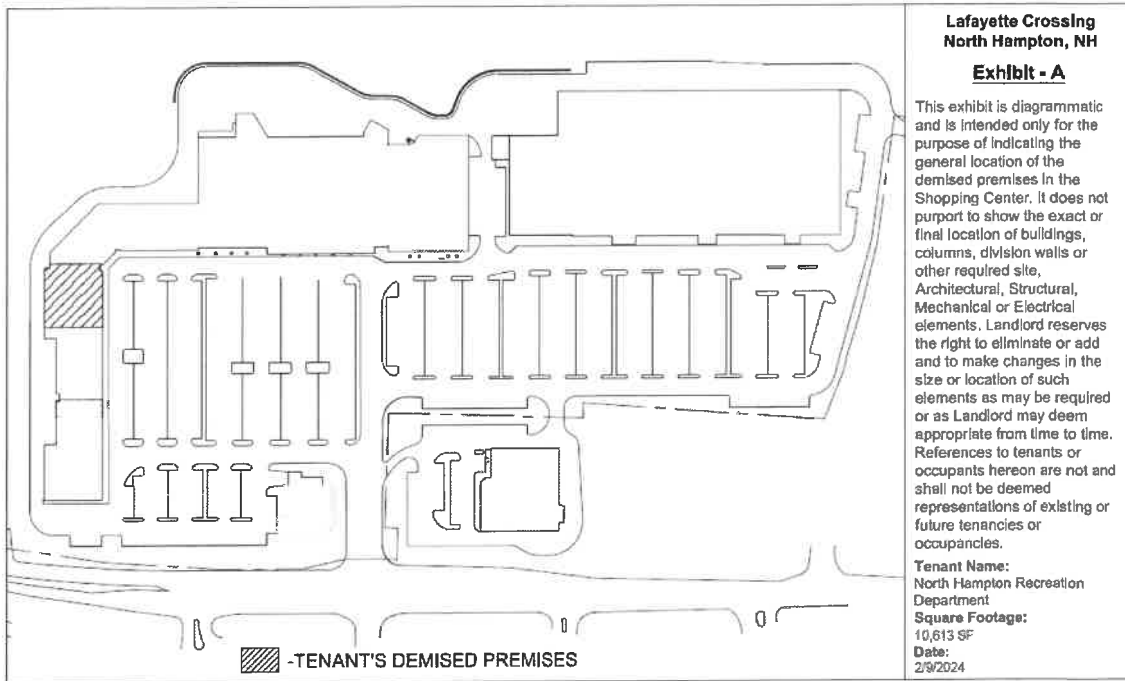
By: \_\_\_\_\_

Printed Name:

Its:

Hereunto duly authorized

# EXHIBIT A



MICHAEL J. TULLY  
TOWN ADMINISTRATOR  
[mtully@northhampton-nh.gov](mailto:mtully@northhampton-nh.gov)



MUNICIPAL OFFICES  
237A ATLANTIC AVENUE  
NORTH HAMPTON, NH 03862

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

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

**MINUTES OF PRIOR MEETINGS**



1  
2 **TOWN OF NORTH HAMPTON, NEW HAMPSHIRE**  
3 **NORTH HAMPTON SELECT BOARD MEETING**

4 **February 12, 2024 7:00 PM**

5 **NORTH HAMPTON TOWN HALL**

6 ***DRAFT MINUTES***

7  
8 **SELECT BOARD MEMBERS PRESENT:** Chairman Jonathan Pinette, Vice-Chairman James Sununu,  
9 Selectman James Maggiore

10 **ALSO PRESENT:** Town Administrator Michael Tully, Police Chief Robert LaBarge, Fire Chief Jason Lajoie,  
11 Recreation Director Joe Manzi

12  
13  
14 Chairman Pinette welcomed everyone to the Select Board Regular Meeting of February 12, 2024 and  
15 called the meeting to order at 7:06 pm, followed by the Pledge of Allegiance.

16  
17 **Motion:** To seal the meeting minutes from the first Non-Public Session of February 12, 2024.

18 **Motioned:** Selectman Maggiore

19 **Seconded:** Vice-Chair Sununu

20 **Vote:** Motion approved 3-0

21  
22 Chairman Pinette turned the meeting over to Police Chief Robert LaBarge.

23  
24 **Police Chief Robert LaBarge** said he took this job in August of last year and it has been a challenge due to  
25 loss of personnel, but one person who has remained constant is Lieutenant James Russell, who is retiring  
26 soon. He said he has shown his commitment and dedication to the Town of North Hampton as a mentor,  
27 guide and role model, has a background in investigation, and knows the criminal code inside out; his  
28 retirement will be a great loss to the Town and the Department. Chief LaBarge said something more  
29 formal will be planned but he wanted to recognize Lieutenant Russell and thank him for his years of  
30 service.

31  
32  
33 ***Disclaimer –These minutes are prepared by the Recording Secretary within five (5) business days as required by***  
34 ***NH RSA 91-A:2, II. They will not be finalized until approved by majority vote of the Select Board.***

35  
36 ***A recording of the meeting can be found at: [http://www.townhallstreams.com/towns/north\\_hampton\\_nh](http://www.townhallstreams.com/towns/north_hampton_nh), and a***  
37 ***DVD recording is available at the North Hampton Town Administrative Offices, 233 Atlantic Avenue, North***  
38 ***Hampton, New Hampshire 03862.***



39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85

The Board expressed their appreciation for his dedication to protect and serve the Town of North Hampton and said he would be greatly missed, especially with his many years of experience.

Chairman Pinette recessed the meeting, and the meeting was reconvened at 7:18 pm.

**First Public Comment Session**

Phone: 603-758-1447

No Public Comments.

**Consent Calendar**

- 6.1 Payroll Manifest of January 25, 2024 in the amount of \$81,145.41
- 6.2 Accounts Payable Manifest of February 1, 2024 in the amount of \$77,494.64
- 6.3 Payroll Manifest of February 1, 2024 in the amount of \$81,638.47
- 6.4 Payroll Manifest of February 8, 2024 in the amount of \$231,420.45
- 6.5 Veteran Tax Credit
- 6.6 Elderly Exemptions
- 6.7 Abatement Recommendation

**Motion:** To move items 6.1 through 6.7 on the Consent Calendar as presented.

**Motioned:** Vice-Chair Sununu

**Seconded:** Selectman Maggiore

**Vote:** Motion approved 3-0

**Correspondence:**

*Correspondence from Pam Lewis:* Chairman Pinette read the letter dated January 27 in full regarding the short notice to taxpayers where property taxes doubled or tripled the amount budgeted for and asked that in future more notice be provided to taxpayers considering the delicate nature of the situation.

**Committee Updates**

Selectman Maggiore said the *Heritage Commission* has not met since the last Board meeting; *Water Commission* has also not met.

Vice-Chair Sununu said *Rails to Trails Committee* has not met; *Budget Committee* was present at Deliberative Session for Town and School with no changes to their recommendations.

**Report of the Town Administrator**

Report January 20–February 9, 2024: Finance: 40% of Budget remaining with 21 days left in FY; Police, Fire, New Hampshire Homeland Security and FEMA participated in Seabrook Power Plant drill; DPW and Highway assisted with move into new Safety Facility; Fire responded to 2 cardiac arrest calls in a 10-hr period, both successfully revived, Fire Chief stressed importance of having professionally trained staff to perform advanced procedures; Town Office building elevator inspected, installing communications equipment; REC: Summer Camp registration open February 1 with registration by March 1, open positions posted; see website for program listings.

**Items Left on the Table** – None

86 **NEW BUSINESS**

87 **11.1 Winterfest Update**

88 Recreation Department Director Joe Manzi said Winterfest is scheduled for February 24, with expanded  
89 basketball program having more divisions; Police and Fire Chili Cookoff at Centennial Hall, event at Library,  
90 Winter Carnival at REC in afternoon with games and events, concluding at Dearborn Park with bonfire;  
91 sponsored by Seacoast Indian Motorcycle.

92  
93 **11.2 Discussion of Recreation Events at Centennial Hall**

94 Director Manzi said he is looking for guidance for permission or further protocols to allow the department  
95 to hold BYOB events at Centennial Hall. He said he spoke with the New Hampshire Liquor Commission on  
96 a few occasions and they had no rules or policies regarding that except people can bring for themselves  
97 but not serve to others. He said he also spoke with Primex who said events could be held but anything  
98 that happens could open the town to litigation. He said he has no specific event in mind and just wants  
99 the flexibility to allow BYOB at certain events; a licensed bartender onsite is cost prohibitive.

100  
101 Chairman Pinette asked if ordinances would still be obeyed by assuring abutters noise would be ending  
102 by 9:00 pm, and asked about liability. Town Administrator Tully said alcohol is not allowed on town  
103 property, but this is still an event run by the town. Vice-Chair Sununu said he assumes Centennial Hall also  
104 has liability insurance. Centennial Hall Board of Directors President Marcie Milne McCann said they have  
105 lost a significant amount of income by turning away weddings and bridal showers as they have to have a  
106 licensed bartender present. She said Centennial Hall is privately owned and nonprofit, BYOB is not  
107 addressed in any of these, and town insurance does not cover us because we are not a town-owned  
108 building and cannot afford the liability insurance.

109  
110 Vice-Chair Sununu said his concern is that if anything were to happen at such an event, without liability  
111 insurance they would come after the Town; also giving permission for this opens the town to potential  
112 liability. Ms. McCann said she is reluctant to quash the relationship with Director Manzi, especially with  
113 the ballroom opening soon; she said Centennial Hall does not make any money; they can accommodate  
114 100 people on the first floor and about 185 in the ballroom.

115  
116 After further discussion, Town Administrator Tully suggested this be researched more and the Town come  
117 back if they have a new scenario. Ms. McCann said every time there is an event with alcohol the Liquor  
118 Commission tours the space, and they have to apply and send a certificate.

119  
120 **11.3 Update of Winter Storm Damage Assessment**

121 Fire Chief Jason Lajoie said following storms and flooding of January 10<sup>th</sup> and 13<sup>th</sup>, where coastal  
122 communities received damage, an assessment needs to be done to gather costs to repair damaged areas.  
123 North Hampton fared well compared to Hampton and Rye, and costs are specific to repair the sidewalk  
124 along Route 1A just south of Bass Beach. Costs include equipment needed, labor costs and personnel costs  
125 for response as well as anticipated repair cost of \$30,000. Figures will be reported to State Department  
126 of Homeland Security for them to go to FEMA for financial aid reimbursement for Seacoast communities.

127  
128 Selectman Maggiore said in response Senator Altschiller filed a bill outside normal filing period to create  
129 an appropriation to the Department of Safety Bureau Emergency Management for FY ending June 31,  
130 2024, for the purpose of funding grants to Hampton, North Hampton, Rye, Newcastle, Portsmouth and  
131 Seabrook for infrastructure repairs in areas damaged in January storms.

132

133 **11.4 Appointment to the TAC Committee**

134 Selectman Maggiore said a letter was received by the Planning Board in January requesting the  
135 appointment of a Transportation Advisory Committee (TAC) representative to North Hampton, as current  
136 representative is no longer able to serve, and recommended Robert 'Shep' Kroner be appointed.

137  
138 **Motion:** To recommend Shep Kroner to be appointed as the Town of North Hampton representative to  
139 the RPC TAC committee for a 2-year period expiring December 21, 2025.

140 **Motioned:** Selectman Maggiore

141 **Seconded:** Vice-Chair Sununu

142 **Vote:** Motion approved 3-0

143

144 **11.5 Legislative Update**

145 Selectman Maggiore provided highlights of Bills that would have an impact on North Hampton:

146 **HB 1002:** Would allow any community in the State to be able to charge residents or organizations  
147 \$25/hour for large record requests in response to Right to Know; proposed on floor and sent back to  
148 Judiciary Committee to reconsider.

149 Bills affecting *New Hampshire Retirement System*: **HB 436** would pay down unfunded accrued liability by  
150 about \$50 Million with a one-time payment, immediate tax relief; **HB 1279** would reinstate a small  
151 percentage of local employer's retirement contributions for Group 1 Teachers and Group 2 Police & Fire  
152 in an ongoing basis; in 1967 State agreed to pay 35% contributions which has since dropped to zero.

153 Combined **HB 1708** and **HB 1896**: to fund the position at the Archives that already exists at \$150,000;  
154 would allow communities to funnel their records for retention and storage and serve as source for people  
155 to go to for a right to know request; **HB 1466**: passed unanimously, authorized disaster relief for  
156 municipalities that suffer damage in natural disasters; **HB 1674**: to establish gold and silver as legal tender  
157 in the State of New Hampshire. Bills going through municipal and county that seek to refine membership  
158 on certain committees where you cannot have a conflict.

159 **HB 1576:** Was killed; would place requirements on any municipal corporation providing electric  
160 distribution, gas, water, or sewer connection; **HB 1550**: would allow municipalities to enact seasonal  
161 speed limits of 20 mph for 4 months in any 12-month period; **HB 1640**: would be very damaging allowing  
162 any individual to sue a government entity for monetary damages under any State or Federal constitutional  
163 provision; claims against government should not be subject to common law doctrines of immunity. No  
164 scheduled hearings yet for bill about Desalination Plant.

165

166 **MINUTES OF PRIOR MEETINGS**

167

168 **12.1 Approval of Minutes of the Regular Meeting of January 22, 2024**

169 **Motion:** To approve the Regular Meeting Minutes of January 22, 2024, as presented.

170 **Motioned:** Vice-Chair Sununu

171 **Seconded:** Selectman Maggiore

172 **Vote:** Motion approved 3-0

173

174 **12.2 Approval of the Minutes of the Non-Public Meeting of January 22, 2024**

175 **Motion:** To approve the Non-Public Meeting Minutes of January 22, 2024, as presented.

176 **Motioned:** Vice-Chair Sununu

177 **Seconded:** Selectman Maggiore

178 **Vote:** Motion approved 3-0

179

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

181

182 **Second Public Comment Session**

183 *Phone: 603-758-1447*

184 Chairman Pinette opened Second Public Comment at 7:58 pm; no comments.

185

186 **Next Regular Meeting:** February 26, 2024

187

188 **ADJOURNMENT**

189

190 Chairman Pinette adjourned the meeting at 7:58 pm.

191

192 Respectfully submitted,

193 Patricia Denmark, Recording Secretary

DRAFT