



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING
MONDAY, MARCH 13, 2023

NORTH HAMPTON TOWN OFFICES
NON-PUBLIC SESSION I
237A ATLANTIC AVENUE
6:00 O'CLOCK P.M.

NORTH HAMPTON TOWN OFFICES
NON-PUBLIC SESSION II
237A ATLANTIC AVENUE
6:30 O'CLOCK P.M.

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 JSUNUNU@NORTHHAMPTON-NH.GOV AND YOUR EMAIL WILL BE READ ALOUD DURING THE MEETING.

1. **Call to Order**
2. **Non-Public Session I Pursuant to RSA 91-A:3 II (c)**
3. **Non-Public Session II Pursuant to RSA 91-A:3 II (a)**
4. **Return to Public Session and Pledge of Allegiance**
5. **First Public Comment Session**

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

6. Consent Calendar

- 6.1 Payroll Manifest of March 2, 2023, in the amount of \$86,624.25
- 6.2 Payroll Manifest of March 9, 2023, in the amount of \$234,320.70
- 6.3 Accounts Payable Manifest of March 2, 2023, in the amount of \$56,419.38
- 6.4 Cemetery Deed
- 6.5 Veterans Tax Credit

7. Correspondence

8. Committee Update

- 8.1 Heritage Commission
- 8.2 Water Commission
- 8.3 Rails to Trails Committee

9. Public Hearing

To consider the acceptance of American Rescue Plan Act (ARPA) funds of \$40,000 through the Department of Environmental Services (NHDES) to finance an interconnection of an affected property to the municipal water supply to remediate per and polyfluoroalkyl (PFAS)

10. Report of the Town Administrator

11. Items Left on the Table

12. New Business

- 12.1 Presentation from North Hampton School
- 12.2 Discussion of North Road Bridge Project with NH DOT
- 12.3 Acknowledgement of Police Department Employee Retirement
- 12.4 Discussion of Little Boar's Head Zoning Grant
- 12.5 Appointments to Agriculture Commission

13. Minutes of Prior Meetings

- 13.1 Approval of Minutes of Regular Meeting of February 27, 2023
- 13.2 Approval of Minutes of Non-Public Meetings of February 27, 2023

14. 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.

15. Second Public Comment Session

See Item 5, above

16. Adjournment

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
237A ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

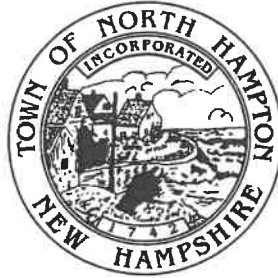
TEL: (603) 964-8087
FAX: (603) 964-1514

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

CONSENT CALENDAR

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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CORRESPONDENCE

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TOWN ADMINISTRATOR

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COMMITTEE UPDATES

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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

PUBLIC HEARING

James Sununu, Chair
Jim Maggiore, Vice Chair
Jonathan Pinette



Municipal Offices
233 Atlantic Avenue
North Hampton, NH 03862

Tel: (603) 964-8087
Fax: (603) 964-1514

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Select Board will conduct a public hearing pursuant to RSA Chapter 31:95-b:

WHEN: March 13, 2023, at 7:00 p.m.;

WHERE: North Hampton Town Hall
231 Atlantic Avenue
North Hampton, New Hampshire 03862;

PURPOSE: To consider the acceptance of American Rescue Plan Act (ARPA) funds of \$40,000 through the Department of Environmental Services (NHDES) to finance an interconnection of an affected property to the municipal water supply to remediate per and polyfluoroalkyl (PFAS)



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

Consultant Selection Justification Form
American Rescue Plan Act (ARPA)

This form is intended to be used by funding recipients receiving grant funds through the American Rescue Plan Act (ARPA) to document the consultant selection process per Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 and provide justification to the New Hampshire Department of Environmental Services (NHDES).

Community / Entity Name:	PWSID (If Applicable):
Project Name:	ARPA Project Number:
Project Location:	
Selected Consultant Name:	

Please select one of the following justifications for consultant selection. Attach supporting documentation if applicable.

Qualifications Based Selection (QBS) – If your organization issued a request for qualifications (RFQ) and selected a consultant based on this process please provide the RFQ and a summary of the selection process. *This is required for Clean Water projects.*

Solicitation for Quotes/Proposals – If quotes/proposals for professional consulting services were solicited, please provide a brief explanation of the process and an overview of the results.

*** Non-competitive/Sole Source** – If non-competitive procurement was followed, indicate the qualifying circumstances: 1) micropurchase (value under \$10,000); 2) item or service only available from a single source; 3) public exigency or emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation; 4) or after solicitation of a number of sources competition was deemed inadequate. If none of these situations apply provide justification for this selection process. *Non-competitive procurement requires the approval of the NHDES Bureau Administrator.

The authorized signature shall match the authorized signature on the Grant Agreement.

Authorized Signature:

Date:

Printed Name:

Title and Affiliation:

*NHDES USE ONLY – For approving non-construction non-competitive procurement procedures			
NHDES Bureau Administrator Approval			
_____	_____	_____	_____
Name	Bureau	Signature	Date



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 1, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 18 January 2023
ITEM # 82

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to award a grant to the Town of North Hampton, NH (VC# 177452-8002) in the amount not to exceed \$40,000 to finance an interconnection of an affected property to the municipal water supply to remediate per- and polyfluoroalkyl substances (PFAS), effective upon Governor & Council approval through December 1, 2023. 100% Federal Funds.

Funding is available in the following account:

03-44-44-440010-2476-072-500574 FY 2023
\$40,000
Dept. Environmental Services, ARPA DES Loans, Grants Federal
Activity Code: 00FRF602WB44010

EXPLANATION

The grant is funded through the American Rescue Plan Act (ARPA) of 2021. ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states and making investments in water, sewer, and broadband infrastructure. ARPA provides funding for costs incurred after March 3, 2021.

NHDES approved grant funding up to \$40,000 for the Town of North Hampton to interconnect a property to the municipal water supply to address PFAS contamination above NH drinking water standards present within the source of drinking water from activities at the Town's fire department. Grant funds will be used for the required environmental review, engineering design, construction of water main, decommissioning of contaminated wells and associated infrastructure, engineering design and construction phase observation and other associated eligible project costs. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

If federal funds become no longer available, General Funds will not be requested to support this program. This grant agreement has been approved by the Attorney General's Office as to form, substance, and execution.


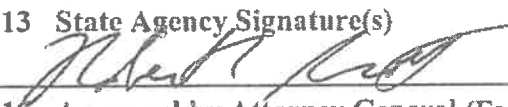

We respectfully request your approval.

Robert R. Scott
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Town of North Hampton		1.4. Grantee Address 233 Atlantic Avenue North Hampton, NH 03862	
1.5. Grantee Phone # 603-964-8087	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date December 1, 2023	1.8. Grant Limitation \$ 40,000
1.9. Grant Officer for State Agency Amy Rousseau, PFAS Response Administrator NH Department of Environmental Services		1.10. State Agency Telephone Number 603-271-8801	
If Grantee is a municipality or village district. "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Michael J. Tully Town Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 12/12/20	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3 AREA COVERED. Except as otherwise specifically provided for herein, the
 4 Grantee shall perform the Project in, and with respect to, the State of New
 5 Hampshire. 9 2

4 EFFECTIVE DATE; COMPLETION OF PROJECT.

4 1 This Agreement, and all obligations of the parties hereunder, shall become
 5 effective on the date of approval of this Agreement by the Governor
 6 and Council of the State of New Hampshire if required (block 1.16), or upon
 7 signature by the State Agency as shown in block 1.14 ("the Effective Date"). 9 3

4 2 Except as otherwise specifically provided herein, the Project, including all reports
 5 required by this Agreement, shall be completed in ITS entirety prior to the date in
 6 block 1.7 (hereinafter referred to as "the Completion Date"). 9 4

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

5 1 The Grant Amount is identified and more particularly described in EXHIBIT C,
 6 attached hereto. 9 5

5 2 The manner of, and schedule of payment shall be as set forth in EXHIBIT C
 6 In accordance with the provisions set forth in EXHIBIT C, and in consideration
 7 of the satisfactory performance of the Project, as determined by the State, and as
 8 limited by subparagraph 5.5 of these general provisions, the State shall pay the
 9 Grantee the Grant Amount. The State shall withhold from the amount otherwise
 10 payable to the Grantee under this subparagraph 5.3 those sums required, or
 11 permitted, to be withheld pursuant to N.H. RSA 27:7 through 7-c.

5 4 The payment by the State of the Grant amount shall be the only, and the complete
 6 payment to the Grantee for all expenses, of whatever nature, incurred by the
 7 Grantee in the performance hereof, and shall be the only, and the complete,
 8 compensation to the Grantee for the Project. The State shall have no liabilities to
 9 the Grantee other than the Grant Amount. 9 5

5 5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding
 6 unexpected circumstances, in no event shall the total of all payments authorized,
 7 or actually made, hereunder exceed the Grant limitation set forth in block 1.5 of
 8 these general provisions. 10

6 COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In
 7 connection with the performance of the Project, the Grantee shall comply with all
 8 statutes, laws, regulations, and orders of federal, state, county, or municipal
 9 authorities which shall impose any obligations or duty upon the Grantee, including
 10 the acquisition of any and all necessary permits and RSA 31-95-b

7 RECORDS AND ACCOUNTS.

7 1 Between the Effective Date and the date seven (7) years after the Completion
 8 Date, unless otherwise required by the grant terms or the Agency, the Grantee
 9 shall keep detailed accounts of all expenses incurred in connection with the
 10 Project, including, but not limited to, costs of administration, transportation,
 11 insurance, telephone calls, and clerical materials and services. Such accounts
 12 shall be supported by receipts, invoices, bills and other similar documents. 11 1

7 2 Between the Effective Date and the date seven (7) years after the Completion
 8 Date, unless otherwise required by the grant terms or the Agency pursuant to
 9 subparagraph 7.1, at any time during the Grantee's normal business hours, and as
 10 often as the State shall demand, the Grantee shall make available to the State all
 11 records pertaining to matters covered by this Agreement. The Grantee shall
 12 permit the State to audit, examine, and reproduce such records, and to make audits
 13 of all contracts, invoices, materials, payrolls, records of personnel, data (as that
 14 term is hereinafter defined) and other information relating to all matters covered
 15 by this Agreement. As used in this paragraph, "Grantee" includes all persons,
 16 natural or fictional, affiliated with, controlled by, or under common ownership
 17 with, the entity identified as the Grantee in block 1.3 of these provisions. 11 1 1

8 PERSONNEL.

8 1 The Grantee shall, at its own expense, provide all personnel necessary to perform
 9 the Project. The Grantee warrants that all personnel engaged in the Project shall
 10 be qualified to perform such Project, and shall be properly licensed and authorized
 11 to perform such Project under all applicable laws. 11 1 2

8 2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee,
 9 or other person, firm or corporation with whom it is engaged in a combined effort
 10 to perform the Project, to hire any person who has a contractual relationship with
 11 the State, or who is a State officer or employee, elected or appointed. 11 1 3

8 3 The Grant Officer shall be the representative of the State hereunder. In the event
 9 of any dispute hereunder, the interpretation of this Agreement by the Grant
 10 Officer, and his/her decision on any dispute, shall be final. 11 1 4

9 DATA; RETENTION OF DATA; ACCESS.

9 1 As used in this Agreement, the word "data" shall mean all information and things
 10 developed or obtained during the performance of, or acquired or developed by
 11 reason of, this Agreement, including, but not limited to, all studies, reports, files,
 12 formulae, surveys, maps, charts, sound recordings, video recordings, pictorial
 13 reproductions, drawings, analyses, graphic representations, 11 2

computer programs, computer printouts, notes, letters, memoranda, paper, and
 documents, all whether finished or unfinished.

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

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

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

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

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

EVENT OF DEFAULT; REMEDIES.

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

11 1 1 Failure to perform the Project satisfactorily or on schedule; or
 11 1 2 Failure to submit any report required hereunder; or
 11 1 3 Failure to maintain, or permit access to, the records required hereunder; or
 11 1 4 Failure to perform any of the other covenants and conditions of this Agreement
 11 2 Upon the occurrence of any Event of Default, the State may take any one, or more,
 or all, of the following actions:

11 2 1 Give the Grantee a written notice specifying the Event of Default and requiring it
 to be remedied within, in the absence of a greater or lesser specification of time,
 thirty (30) days from the date of the notice, and if the Event of Default is not
 timely remedied, terminate this Agreement, effective two (2) days after giving the
 Grantee notice of termination; and

11 2 2 Give the Grantee a written notice specifying the Event of Default and suspending
 all payments to be made under this Agreement and ordering that the portion of the
 Grant Amount which would otherwise accrue to the Grantee during the period
 from the date of such notice until such time as the State determines that the
 Grantee has cured the Event of Default shall never be paid to the Grantee; and

11 2 3 Set off against any other obligation the State may owe to the Grantee any damages
 the State suffers by reason of any Event of Default; and

11 2 4 Treat the agreement as breached and pursue any of its remedies at law or in equity,
 or both.

TERMINATION

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

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

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

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

CONFLICT OF INTEREST. No officer, member of employee of the Grantee,
 and no representative, officer or employee of the State of New Hampshire or of
 the governing body of the locality or localities in which the Project is to be
 performed, who exercises any functions or responsibilities in the review or

Grantee Initial: 
 Date: 10/7/22

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof

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

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

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

17 INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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

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

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

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

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

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

24 SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials 
Date 10/12/22

EXHIBIT A
SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

Grantee Initials *MM*
Date *10/17/22*

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317

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through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as

Grantee Initials

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critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure

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5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/site/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

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III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
 2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
 4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.
 5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
 6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

Grantee Initials

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EXHIBIT B
SCOPE OF SERVICES

Town of North Hampton will use the grant funds to interconnect a property to the municipal water supply to address per- and poly-fluoroalkyl substances ("PFAS") present within the source of drinking water from activities at the Town's fire department. Grant funds will be used for the required environmental review, engineering design, construction of water main, decommissioning of contaminated wells and associated infrastructure, engineering design and construction phase observation and other associated eligible project costs.

This Agreement consists of the following documents: Exhibits A, B, C, and attachments, which are all incorporated herein by reference as if fully set forth herein.

EXHIBIT C
BUDGET & PAYMENT METHOD

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

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Request for Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The total reimbursement shall not exceed the grant award of \$40,000. Each disbursement request for costs incurred after March 3, 2021 will be paid 100% grant funds up to \$40,000.

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

Grantee Initials 
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DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,
Drinking Water & Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. This is a 3-person form:

- Completed and signed by someone other than the person being given authority.
- Must be notarized.
- Original is required for submittal.

Certificate of Vote of Authorization

TOWN OF NORTH HAMPTON
233 Atlantic Avenue, North Hampton, NH 03862

I, Janet L. Facella of the Town of North Hampton do hereby certify that at a meeting held on June 13, 2022, the North Hampton Select Board voted to enter into a PFAS Remediation Loan Fund (PFAS RLF) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The North Hampton Select Board further authorized the Town Administrator, Michael Tully to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Janet L. Facella of Town of North Hampton, the 17 day of October 2022.

Janet L. Facella Signature *Janet L. Facella*
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 17 day of October 2022, Susan M. Buchanan, before me (Notary Public) the undersigned Officer, personally appeared. Janet L. Facella, who acknowledged himself to be the Administrative Assistant (TITLE) of North Hampton, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Susan Buchanan

Notary Public Susan M. Buchanan My commission expires:

Susan M Buchanan
Notary Public, State of New Hampshire
My Commission Expires Feb. 03, 2026

Drinking Water State Revolving Fund
Drinking Water & Ground Water Trust Fund
PFAS- Remediation Loan Fund



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below

Participating Member		Member Number:	Company Affording Coverage:		
Town of North Hampton 233 Atlantic Avenue North Hampton, NH 03862		259	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302			By: <i>Mary Beth Purcell</i> Date: 7/12/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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
MARCH 13, 2023 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from February 28, 2023 through March 10, 2023

Finance

Financially we are running at 32% of the budget remaining with 16 weeks remaining in the fiscal year.

Police

Officer Kyle Manlow is accepting donations and selling tickets for the Police/Fire CHAD hockey game that will be held in Manchester on March 18th at 1 pm.

The Police Chief has announced her retirement, there is an item on the agenda to discuss next steps.

Fire

The Fire Department has an advertisement open for a Firefighter position, the applicant pool in the area is thin currently for these positions. The Chief will bring forward a candidate when appropriate.

We have a public hearing on the agenda to accept grant funds and are in the process of scheduling two more hearings to accept additional funds.



Facilities

Town Hall. Nothing new to report. The boiler in the Town Hall and Stone Building have been changed over to natural gas, It has been determined that generators will be held off until warmer weather.

New Town Office/Fire/Police Buildings. Work continues on the complex, the elevator shaft has been constructed and framing has begun. At this time we are still on schedule for a December move in date.

Stone Building. Nothing new to report. The heating system has been changed to natural gas.

Recreation

Director has been working to fill open positions for summer camp. Registration opened on March 1st through “RECDESK on the Town website. Any issues please reach out to Director Manzi for assistance.

The February vacation camp was a success with participants enjoying many activities.

The annual Easter Egg Hunt will be held at the North Hampton School on April 1st. Please register with the Rec Department for this fun event.

Highway

The Highway Department has been busy with plowing and sanding during the recent active weather pattern. They have been working on equipment maintenance for the upcoming spring clean-up.

Projects

Route 1 Culvert. Nothing new to report. NHDOT is on the agenda to discuss timing of this replacement project which they are hoping to complete with the North Road bridge project.

PFAS Investigation. Nothing new to report. We will be working on scheduling contractors for the water line project funded through grant funds.

Revaluation. Nothing new to report. The process is ongoing and we expect to be completed this spring.

Cell Tower. Nothing new to report.

Walkway Project. Nothing new to report. This project will be completed after the buildings have been constructed. This alleviates the chance of damage during construction.

Coakley Landfill Group. The Coakley Landfill Group has a meeting scheduled for March 21st, I plan to be in attendance.

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

Rails to Trails. We have had discussions with RPC on a regional grants submission for signage and trail heads.

Route 95 Exit 2 Bridge. Nothing new to report. I received confirmation that this project has been delayed until after the winter season.

Meeting Schedule: The board's next meeting is scheduled for March 27th.

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

ITEMS LEFT ON THE TABLE

MICHAEL J. TULLY
TOWN ADMINISTRATOR
mtully@northhampton-nh.gov



MUNICIPAL OFFICES
237A ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

NEW BUSINESS

Michael Tully

From: Lampron, Matthew <Matthew.D.Lampron@dot.nh.gov>
Sent: Monday, February 27, 2023 11:47 AM
To: Michael Tully
Cc: Prehemo, Dan
Subject: North Hampton 24457 Bridge Project
Attachments: 24457_tcp_10182018.pdf; 24457_alt_10182018.pdf; 24457_det_10182018.pdf

Good morning,

Thank you for taking the time today to discuss this bridge project and the traffic control options. As we discussed there are a couple alternatives we can include in the final design scope. I will detail as much below as I can so you and others can review the options. Please feel free to be in contact for questions and concerns, I want to make sure you have what information you need.

Option #1 is to construct the bridge in phased construction. This would place NH Rte 1 in a single lane configuration running an alternating one way traffic pattern. This would be performed using automated signal trailers at each end of the work zone. This is illustrated in the arial plan attached noted "phased bridge construction" on the plan (24457_tcp_10182018.pdf).

The duration estimate at the time is 4-5 months.

Option #2 is to perform a full road closure and construct the bridge "off-line". This would allow for accelerated bridge construction and disrupt NH Rte 1 for a shorter duration. This will require a full detour of NH Rte 1 for the duration of bridge work.

The duration estimate at the time is 2-3 weeks, obviously barring unforeseen circumstances.

- Items to consider
 - o Emergency Services would be altered during this time
 - o Local feedback to new traffic through neighborhoods
 - o School transportation services may dictate time of closure?
 - o Business feedback (I think there may be differing opinion to the time of year for closure)

One possible detour concept is depicted in the attached drawing (24457_det_10182018.pdf).

These files are all located on the NHDOT website under project specific information, here is the link;

[Project Specific Information | Project Center | NH Department of Transportation](#)

Look under [North Hampton 24457](#)

I will confirm our availability for your March 13, 2023 Selectboard meeting.

Thank you!

Matthew D. Lampron, P.E.
Project Manager
Bureau of Highway Design
NHDOT
Ph: (603) 271-2296
matthew.d.lampron@dot.nh.gov

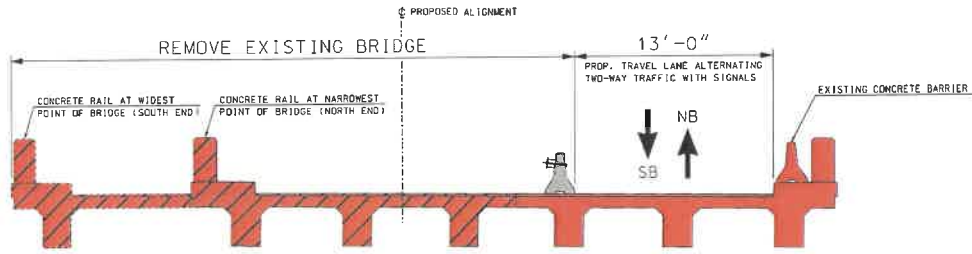


NORTH HAMPTON 24457
BRIDGE NO. 1487132

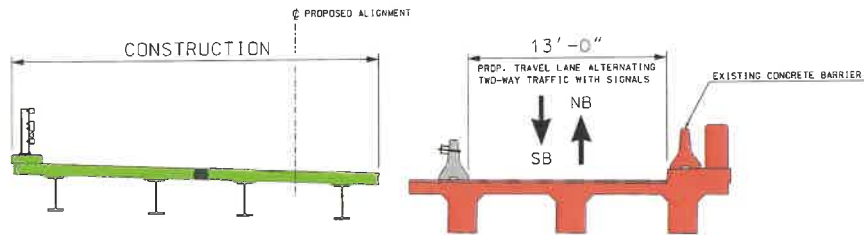
PHASED BRIDGE CONSTRUCTION

ALTERNATING TWO-WAY TRAFFIC
4 TO 5 MONTH DURATION

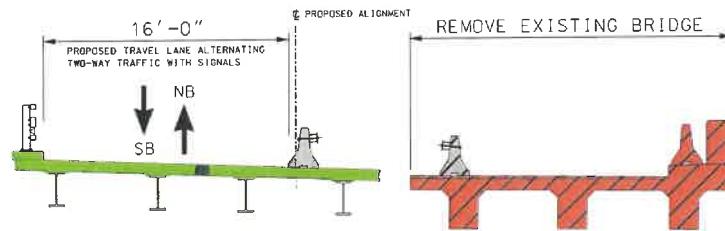
PHASED BRIDGE CONSTRUCTION TYPICALS



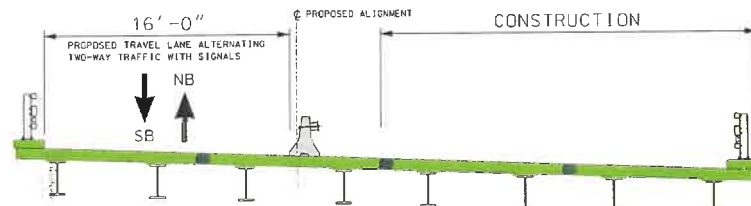
EXISTING BRIDGE SECTION - PHASE 1 REMOVAL



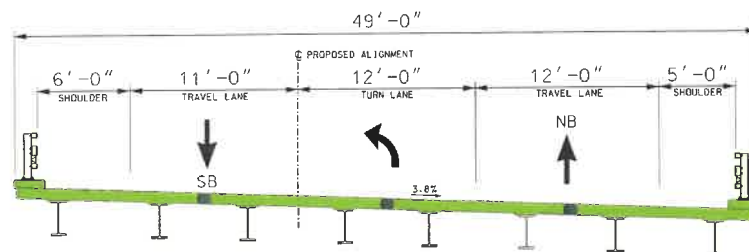
PHASE 1 CONSTRUCTION



PHASE 2 REMOVAL



PHASE 2 CONSTRUCTION



FINAL

Bridge Closure Detour Routes



Kathryn L. Mone
Chief of Police



Telephone: 603-964-8621
Emergency: 911

Town of North Hampton
Police Department
233 Atlantic Avenue
North Hampton, NH 03862

March 1, 2023

Chairman James Sununu
North Hampton Select Board
233 Atlantic Avenue
North Hampton, NH 03862

Dear Chairman Sununu,

It is with mixed emotions, I write to you to announce my retirement as Chief of Police for the Town of North Hampton, effective March 31, 2023. The time spent as the Police Chief here will continue in my memory for years to come. I have enjoyed and appreciated interacting with the many community members I have met since my appointment in 2018.

My time here was devoted to taking care of the community and ensuring each person we encountered was treated with respect and dignity. I am proud of the accomplishments made and the progress our department has made since being employed by the Town of North Hampton. I wish the entire community the best in the future.

I would be remiss if I did not mention the dedicated officers of the North Hampton Police Department. They are steadfast to their duties to serve and protect and do so with pride and integrity. I will miss them in my retirement.

In closing, I thank the residents of North Hampton for allowing me to serve them.

Sincerely,

Kathryn L. Mone
Chief of Police
Town of North Hampton



February 9, 2023

Village District of Little Boar's Head
237A Atlantic Avenue
North Hampton, NH 03862

c/o Scott Truncellito, Planning Board Chair
603-658-0521 | okiinama@gmail.com

Dear Mr. Truncellito,

The Steering Committee for the InvestNH Municipal Planning & Zoning Grant Program reviewed your submission for the Housing Opportunity Planning (HOP) Grant. The purpose of this grant is to assist those municipalities looking to increase housing opportunities through community engagement and regulatory change.

I am pleased to inform you that the Steering Committee has approved your request of \$50,000 for the Village District of Little Boar's Head to pursue HOP Phase 1: Needs Analysis and Planning, Phase 2: Regulatory Audit, and Phase 3: Regulatory Development.

In addition to the monetary award, participation in Housing Academy is a key benefit of this program and is designed to help build or further develop local capacity as it relates to housing matters. To that end, and if you have not already done so, we encourage all awardees to recruit volunteer community members to participate alongside designated staff. Due to the volume of interest in Housing Academy, a second Housing Academy has been created and will begin in late April 2023. All grant recipients that received their award letters after February 1st, 2023 will be enrolled in Spring 2023 Housing Academy. Stay tuned for the schedule and registration.

At your earliest convenience, please email your acknowledgment and acceptance of this award to info@NHHOPgrants.org. Once we have received your acknowledgment, as well as a commitment letter from the consultant you plan to work with, we will follow up with a formal Grant Agreement. Note that all consultants must be on the [List of Qualified Consultants](#) found on NHHOPgrants.org. If you would like to work with a consultant who is not currently on this list, or if your community requires a competitive process, please contact us to discuss further.

Finally, in all public acknowledgments, we ask that you note this award as being received from the InvestNH Municipal Planning & Zoning Grant Program, funded by the NH Department of Business and Economic Affairs as part of the \$100 million InvestNH Initiative with ARPA State Fiscal Recovery funds. This award will be administered jointly by NH Housing, Plan NH, and UNH Cooperative Extension.

On behalf of the Steering Committee, congratulations!

A handwritten signature in blue ink, appearing to read "Tiffany Tononi McNamara".

Tiffany Tononi McNamara
Steering Committee Chair

Executive Director | Plan New Hampshire
603-452-7526 | tiffany@plannh.org

**Town of North Hampton
Agricultural Commission
237A Atlantic Avenue
North Hampton, NH 03862**

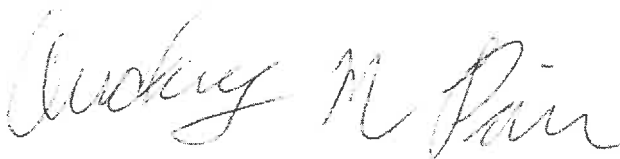
February 28, 2023

To the Select Board:

On behalf of the North Hampton Agricultural Commission, I ask that the Select Board consider reappointing Dieter Ebert as a Member of the Agricultural Commission for a term of three years, and Pollyanna Ford as an Alternate Member of the Agricultural Commission for a term of one year. During our February 20th meeting the Agricultural Commission voted unanimously to recommend these reappointments.

I also ask that the Select Board consider appointing Rowan Perkins as an Alternate Member to the Agricultural Commission for a term of one year. Ms. Perkins and her family are longtime residents of North Hampton and she has been actively involved in agriculture for many years. Ms. Perkins brings new ideas and perspectives as well as an abundance of enthusiasm for agriculture. The Agricultural Commission feels that her knowledge and passion will serve the commission well in its mission to educate the public about agriculture and increase awareness of agriculture in our town. During our February 20th meeting the Agricultural Commission voted unanimously to recommend Ms. Perkins appointment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Audrey M. Prior". The ink is dark and the signature is fluid and legible.

Audrey M. Prior

Chair, North Hampton Agricultural Commission

Agricultural Commission Members: Audrey Prior (Chair), Joan Ganotis (Vice Chair), Hank Brandt, Dieter Ebert, Phil Thayer; Alternate Members: Pollyanna Ford, Cheryl Kasztejna

Janet Facella

From: Audrey Prior <audreyprior@gmail.com>
Sent: Tuesday, February 28, 2023 12:04 PM
To: Michael Tully
Cc: Janet Facella
Subject: Agricultural Commission Appointments
Attachments: Agricultural Commission Appointments 2023.pdf

Hi Mike,

I hope you're doing well! Please see the letter attached for the Select Board regarding the following appointments/reappointments to the Agricultural Commission:

Reappointments:

Dieter Ebert, Member, 3-year term

Pollyanna Ford, Alternate Member, 1-year term

New Appointment:

Rowan Perkins, Alternate Member, 1-year term

If this could be added to the next Select Board agenda it would be much appreciated. Let me know if you have any questions! Thank you.

Best wishes,

Audrey Prior

Chair, North Hampton Agricultural Commission



Oath of Office

Town of North Hampton

I, **Rowan Perkins** do solemnly and sincerely swear and affirm that I will bear faith and true allegiance to the United States of America and the state of New Hampshire and will support the constitution thereof. So, help me God.

I, **Rowan Perkins** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Agriculture Commission Alternate Member** for a term of **One (1) years**, according to the best of my abilities, agreeably to the rules and regulations of this Constitution and the Laws of the State of New Hampshire. So, help me God.

(Any person who is scrupulous of swearing may omit the word "swear" and likewise the words, "So help me God," adding instead, "This I do under the pains and penalties of perjury.")

(Election Official/Appointee Signature) (Date)

Sworn Before: Moderator, Town Clerk, Selectman or Justice of the Peace – Signature RSA 42:2 Sworn Before: Print Name

All individuals appointed to fill vacant elected positions must run for the office at the following election to complete the established term.

Elected Appointed (If appointed: Need election official title and signature below.)
(Please circle one.)

Term Expires: 03 / / 2024 Date Appointed: / /

Phone: () - E-Mail:

Appointed by: _____
(Signature) (Title)

Appointed by: _____
(Signature) (Title)

Appointed by: _____
(Signature) (Title)



Oath of Office

Town of North Hampton

I, **Pollyanna Ford** do solemnly and sincerely swear and affirm that I will bear faith and true allegiance to the United States of America and the state of New Hampshire and will support the constitution thereof. So, help me God.

I, **Pollyanna Ford** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Agriculture Commission Alternate Member** for a term of **One (1) years**, according to the best of my abilities, agreeably to the rules and regulations of this Constitution and the Laws of the State of New Hampshire. So, help me God.

(Any person who is scrupulous of swearing may omit the word "swear" and likewise the words, "So help me God," adding instead, "This I do under the pains and penalties of perjury.")

(Election Official/Appointee Signature) (Date)

Sworn Before: Moderator, Town Clerk, Selectman or Justice of the Peace – Signature RSA 42:2 Sworn Before: Print Name

All individuals appointed to fill vacant elected positions must run for the office at the following election to complete the established term.

Elected **Appointed** (If appointed: Need election official title and signature below.)
(Please circle one.)

Term Expires: 03 / / 2024 Date Appointed: / /

Phone: () - E-Mail:

Appointed by: _____
(Signature) (Title)

Appointed by: _____
(Signature) (Title)

Appointed by: _____
(Signature) (Title)



Oath of Office

Town of North Hampton

I, **Dieter Ebert** do solemnly and sincerely swear and affirm that I will bear faith and true allegiance to the United States of America and the state of New Hampshire and will support the constitution thereof. So, help me God.

I, **Dieter Ebert** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Agriculture Commission Member** for a term of **Three (3) years**, according to the best of my abilities, agreeably to the rules and regulations of this Constitution and the Laws of the State of New Hampshire. So, help me God.

(Any person who is scrupulous of swearing may omit the word "swear" and likewise the words, "So help me God," adding instead, "This I do under the pains and penalties of perjury.")

(Election Official/Appointee Signature)

(Date)

Sworn Before: Moderator, Town Clerk, Selectman or
Justice of the Peace – Signature RSA 42:2

Sworn Before: Print Name

All individuals appointed to fill vacant elected positions must run for the office at the following election to complete the established term.

Elected **Appointed** (If appointed: Need election official title and signature below.)
(Please circle one.)

Term Expires: 03 / / 2026 _____

Date Appointed: / /

Phone: () -

E-Mail: _____

Appointed by: _____
(Signature)

_____ (Title)

Appointed by: _____
(Signature)

_____ (Title)

Appointed by: _____
(Signature)

_____ (Title)

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

MINUTES OF PRIOR MEETINGS



1
2
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5
6

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD MEETING
FEBRUARY 27, 2023 7:00 PM
NORTH HAMPTON TOWN HALL
DRAFT MINUTES

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

9 ALSO PRESENT: Town Administrator Michael Tully, Building Inspector/Code Enforcement Officer Jared
10 Shaheen

11
12 Chairman James Sununu welcomed everyone to the Select Board Regular Meeting of February 27, 2023
13 and called the meeting to order at 7:03 pm followed by the Pledge of Allegiance. He said the Board is
14 coming from two Non-Public Sessions and asked for a motion to seal the minutes.

15
16 **Motion:** To seal the minutes of Non-Public Sessions I and II of February 27, 2023.

17 **Motioned:** Selectman Pinette

18 **Seconded:** Vice-Chair Maggiore

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

20
21 **First Public Comment Session**

22 Call 603-758-1447 or email: jsununu@northhampton-nh.gov

23
24 **Kirsten Larsen Schulz** of Post Road asked if the Select Board might consider allowing for Public Comment
25 after the discussion tonight, since the Cell Tower and eminent domain are of such interest to the public.

26
27 **Consent Calendar**

28 6.1 Payroll Manifest of February 16, 2023 in the amount of \$77,919.20

29 6.2 Payroll Manifest of February 23, 2023 in the amount of \$79,038.14

30 6.3 Accounts Payable Manifest February 16, 2023 in the amount of \$1,434,997.05

31 6.4 Current Use Application

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, 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 **Motion:** To accept Consent Calendar items 6.1 - 6.4 as presented.

41 **Motioned:** Vice-Chair Maggiore

42 **Seconded:** Selectman Pinette

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

44

45 **Correspondence**

46 Chairman Sununu read an email from Janet Larsen of 121 Post Road in full, asking for permission and
47 approval to start a Citizens Steering Committee to brainstorm solutions to the Cell Tower dilemma
48 meeting all requirements and avoid use of eminent domain; meeting minutes would be provided to the
49 Town Administrator. She also asked that the Town to seriously consider locating emergency callboxes on
50 Woodland Road and Atlantic Avenue as a short-term solution.

51

52 **Committee Updates**

53 Vice-Chair Maggiore said the *Heritage Commission* met last Thursday with discussions of a routine nature;
54 *Water Commission* has not met.

55

56 Chairman Sununu said *Rails to Trails Committee* has not met but discussed possible trail access with WS
57 Development, owner of Lafayette Crossing; Rockingham Planning Commission (RPC) met with their
58 National Park Service for assistance with trail signage.

59

60 **Report of the Town**

61

62 Period: February 14, 2023 – February 24, 2023: Finance at 36% of Budget with 19 weeks remaining in
63 fiscal year; Officer Kyle Manlow accepting donations for CHAD Police/Fire hockey game in Manchester on
64 March 18 at 1:00 pm; open Firefighter position; Portsmouth Hospital Cardiac Unit recognized 2
65 paramedics for their quality of care; Summer Camp interviews for positions ongoing and registration starts
66 this week; Winter Fest a great success; Route 1 Culvert still an issue and plan is to replace during bridge
67 project on North Road: does the Town have a preference for a 3-week road closure for the project or one-
68 lane access for 4-5 months.

69

70 Vice-Chair Maggiore said with Route 1 the first issue was First Response because of different side routes
71 that would need to be taken; the decision is by the Board but incumbent on how to best serve the
72 community for Police and Fire. Town Administrator Tully said people are going to cut down side roads and
73 Police will need to watch for speeding there. Chairman Sununu said he would like to talk to them ahead
74 of time about a projected schedule for construction for closures.

75

76 **Items Left on the Table** – None

77

78 **NEW BUSINESS**

79

80 **11.1 Discussion of Cell Tower Location**

81 Chairman Sununu said from his perspective at the last meeting re putting up a Cell Tower, there was
82 certainly a lot of pushback and feedback, emails, and petitions and it was clear there are concerns over
83 this. He said the Board will continue to explore other options without acting on this petition for eminent
84 domain. He said the petition was received, Public Hearings held, and next step is a vote of the Board to

85 determine if there is a Public Need which justifies going forward with an eminent domain proceeding. He
86 said he was not going to make that motion tonight or keep moving forward on this petition at this time.

87

88 **11.4 Building Permit Discussion** – Jared Shaheen, Building Inspector/Code Enforcement Officer

89 Jared Shaheen, Building Inspector/Code Enforcement Officer and Health Officer for the Town of North
90 Hampton, said he takes in Building Permit applications for review of code compliance and building safety,
91 and also does inspections on said building projects. He said he wanted to focus on incidents in Town with
92 some contractors acting unscrupulously and selling themselves as professionals getting residents to sign
93 contracts for work to be done then demanding more money before continuing or completing the work.

94

95 Mr. Shaheen stressed the importance of pulling Building Permits for the safety aspect of the code as well
96 as for the consumer protection aspect of getting a quality product. He said it is important to make sure
97 you are hiring someone who is reliable and honest and will give you a good product in the end.

98

99 Vice-Chair Maggiore asked if something does go wrong and a resident does have a permit do they go to
100 the Town or settle with their own attorney. Mr. Shaheen said he encouraged people to come to him with
101 any questions but he cannot offer legal advice; in recent cases the resident signed the contract and work
102 was initiated and he advised all residents to be cautious.

103

104 Selectman Pinette said to break everything down for the public, when you are ready to do a project there
105 should be a permit pulled with the Building Inspector who will be there to look at everything before a
106 significant amount of money is paid and work started. Mr. Shaheen said there is a certain amount of work
107 that would be done upfront to initiate the start of a project and to consider what is a reasonable amount
108 to start a project.

109

110 **Public Comments Specifically related to Cell Tower**

111 **Kathleen Kilgore** of 220 Atlantic Avenue said she was happy the Board decided not to move forward on
112 the eminent domain, but since the Board is not taking a vote and this will be tabled until later, what would
113 the process would be to bring it back onto the table. Chairman Sununu said the Board is not tabling the
114 petition; he said the vote would be to declare there is a public need to move forward with the petition,
115 and they are not going to vote that there is no public need here, they are not going forward with the
116 petition, and the issue is dead. Ms. Kilgore said the public need was tied to that (Cotter) property and she
117 did not understand why the Board would not vote. Chairman Sununu said because no one on the Board
118 wants to make a motion to move forward.

119

120 **Amy Bucklin Faley** of 3 North Road said she did not understand how any of this works and asked what
121 "set aside" means. She said there is a large lack of trust with people, this leaves them in limbo, and
122 personally she finds it unsettling. Chairman Sununu said the vote would be to recognize whether or not
123 there is a public need for eminent domain, and said he believes there is a public need for cell service and
124 will not vote that there is not. Ms. Faley asked why it has to stay linked to the Cotter property.

125

126 **Lori Cotter** of 168 Mill Road said she needs to have this separated; she acknowledged there is a need for
127 cell service in the area but the way the Board is taking it is by eminent domain, and we were told at the
128 two meetings that the Board would take a vote on whether or not they would use eminent domain; the
129 newsletter also said there would be a vote tonight.

130

131 Chairman Sununu said he did not write the Community Newsletter and did not say the Board would vote
132 up or down on eminent domain but would vote for action or no action. Ms. Cotter asked that the Board
133 take a vote and said we cannot continue to live like this knowing it could be a possibility again. Selectman
134 Pinette said there is a refusal of all parties on the Select Board to make a motion, and the Board cannot
135 vote if there is no motion. Vice-Chair Maggiore said without a motion there is no action and the issue is
136 dead.

137

138 **Motion:** That the Board will not proceed with eminent domain on the petition that was filed.

139 **Motioned:** Chairman Sununu

140 **Seconded:** Vice-Chair Maggiore, for discussion.

141

142 Vice-Chair Maggiore said if the Board did not have a second they would still have no motion and there
143 would be no action; if we vote this down it is dead, which by a parliamentary procedure would be the
144 same exact action. Chairman Sununu said the motion he is making is to not proceed with any further
145 action on the petition that was submitted.

146

147 **Vote:** Vice-Chair Maggiore called the question and the Board voted 3-0 to approve the motion.

148

149 **11.2 Update on Building Project**

150 Town Administrator Tully said contractors are still working on a punch list for Town Offices; pole installed
151 on corner of office and library property to provide underground electrical for the rest of the buildings
152 including Town Hall (a requirement by Eversource). He said biggest issues so far have been with parking;
153 floor drains being put in Fire Station bays; footings and concrete have been poured. He said he heard back
154 from the State on a 50:50 grant for emergency generators for \$51,000; Chief Lajoie continues to look for
155 other grant opportunities.

156

157 **11.3 Discussion of Rail Trail**

158 Chairman Sununu said conversations are ongoing; RPC is continuing to work on this and incorporated the
159 501(c)3 group that will oversee the trail with each of the towns along the way part of the 501(c)3 group;
160 the group will collectively work on maintenance and signage; National Park Service is reviewing signage.
161 Worked with WS Development which owns Lafayette Crossing about trail head access potentially in front
162 of LL Bean Store with landscaping and connect the trail to wrap around the back of the plaza and to our
163 Rail Trail.

164

165 Town Administrator Tully said residents have also discussed the back of the Coakley Landfill and trails it
166 passes; walked the trail with the Building Inspector to look at runoff in that area, signage, and fencing;
167 there is orange sediment runoff by the side of the trail; residents had it tested and it contains iron. He said
168 the Board should discuss that and better signage for that area so people do not go off the trail there.

169

170 **MINUTES OF PRIOR MEETINGS**

171

172 **12.1 Approval of Minutes of Regular Meeting of February 13, 2023**

173 **Motion:** To approve the Regular Meeting Minutes of February 13, 2023 as presented.

174 **Motioned:** Selectman Pinette

175 **Seconded:** Vice-Chair Maggiore

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

177

178 **12.2 Approval of Minutes of Non-Public Meeting of February 13, 2023**

Select Board Regular Meeting
February 27, 2023

179 **Motion:** To approve the Minutes of the Non-Public Meeting of February 13, 2023
180 **Motioned:** Selectman Pinette
181 **Seconded:** Vice-Chair Maggiore
182 **Vote:** Motion approved 3-0
183

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

185

186 **Second Public Comment Session**

187 *Call 603-758-1447 or email: jsununu@northhampton-nh.gov*

188

189 **Amy Bucklin Faley** of 3 North Road asked how people got on the list to have well testing in the town.
190 Town Administrator Tully said DES ran a program for private well testing and provided a link to sign up.
191 Ms. Faley said she missed that and asked if she would need to do testing privately at this point. Town
192 Administrator Tully said the program has already run its course and did not think it would happen again
193 in this area; he offered that water companies that do filtrations systems will come in and test water. Ms.
194 Faley asked if the results of the wells tested would be made public; Town Administrator Tully said they
195 would not but PFAS results would be submitted and added to the map.

196

197 Ms. Faley also asked about road paving, etc.; Town Administrator Tully said there is a 15-year Road Plan
198 for the Town; for State roads DOT would need to be involved. He added that North Road was moved up
199 to 2024 due to faster disintegration of the road surface.

200

201 **Next Regular Meeting:** March, 13 2023

202

203 **ADJOURNMENT**

Chairman Sununu adjourned the meeting at 7:50 pm.

204

205 Respectfully submitted,

206 Patricia Denmark, Recording Secretary