



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING
MONDAY, MARCH 27, 2023

NORTH HAMPTON TOWN OFFICES
NON-PUBLIC SESSION
237A ATLANTIC AVENUE
6:00 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 By Chair *Pro Tempore***
2. **Non-Public Session I Pursuant to RSA 91-A:3 II (a)**
3. **Return to Public Session and Pledge of Allegiance**
4. **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.
5. **Consent Calendar**
 - 5.1 Payroll Manifest of March 16, 2023, in the amount of \$80,390.76
 - 5.2 Payroll Manifest of March 23, 2023, in the amount of \$75,095.12
 - 5.3 Accounts Payable Manifest of March 16, 2023, in the amount of \$1,428,614.46
 - 5.4 Elderly Exemption

5.5 Veteran's Tax Credit

5.6 Blind Exemption

6. Correspondence

6.1 Correspondence from Chris Ganotis

6.2 Correspondence from Jane Currivan

7. Committee Update

7.1 Heritage Commission

7.2 Water Commission

7.3 Rails to Trails Committee

8. Public Hearing

To Consider the acceptance of \$51,900.00 through the State of New Hampshire Department of Homeland Security for the purchase of a generator for the Emergency Operations Center (EOC) in the new Police and Fire facility.

9. Report of the Town Administrator

10. Items Left on the Table

11. New Business

11.1 Election of Select Board Officers;

11.2 Discussion of Committee Assignments;

- Budget Committee;
- Planning Board;
- Heritage Commission;
- Water Commission;
- Capital Improvements Committee;
- Any other Committee which requires a Select Board Representative

11.3 Introduction to Police Administrator, Chief David Kurz

11.4 Building Project Update

11.5 Approval of Deputy Firefighter Wardens

11.6 Appointments to Heritage Commission

11.7 Planning Board Appointments to RPC, CIP and Heritage Commission

12. Minutes of Prior Meetings

12.1 Approval of Minutes of Regular Meeting of March 13, 2023

12.2 Approval of Minutes of Non-Public Meetings of March 13, 2023

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

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

14. Second Public Comment Session

See Item 4, above

15. 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

TOWN ADMINISTRATOR
MICHAEL TULLY

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

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

TO: SELECT BOARD
FROM: MICHAEL TULLY, TOWN ADMINISTRATOR
SUBJECT: CONSENT CALENDAR FOR SELECT BOARD MEETING 03/27/2023
DATE: 03/24/2023

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

Consent Calendar

- 5.1 Payroll Manifest of March 16, 2023, in the amount of \$80,390.76
- 5.2 Payroll Manifest of March 23, 2023, in the amount of \$75,095.12
- 5.3 Accounts Payable Manifest of March 16, 2023, in the amount of \$1,428,614.46
- 5.4 Elderly Exemption
- 5.5 Veteran's Tax Credit
- 5.6 Blind Exemption

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

CORRESPONDENCE

Chris G Ganotis
18 Deer Run Rd
North Hampton, 03862

Mr. Mike Tully
Town Manager,
North Hampton, NH

Hello, Mike,

I would like to express my sincere "Thank You" to our Town's Public Works Director, John Hubbard and to his crew for the excellent work of snow clearing from the heavy snowstorm on March 4. His crew spent many long hours clearing snow on our street.

In addition to clearing the road, John and his crew ensured that the fire hydrant at the corner of Post & Deer Run (Hydrant # 622 and about 150 yards from our home,) was cleared. Over the years, I "adopted" Hydrant 622 with my former clearing efforts every winter to protect our house, our back pasture barn and neighbors' homes in the event of fires.

On that extremely snowy day, I noticed that our mailbox was damaged by a snowplow. I subsequently called John Hubbard, who ensured that the mailbox would be repaired. One of his crew, Scott, was here on March 7 and quickly and properly made the repair.

I must say, John and the Public Works crew did an excellent job in maintaining public access on our street.

We are very fortunate to have John and his staff working for North Hampton. He's been a great public servant.

Very Truly Yours,

Chris Ganotis

A handwritten signature in cursive script that reads "Chris G. Ganotis". The signature is written in dark ink and is positioned to the right of the typed name "Chris Ganotis".

Jane F. de C. Currivan
P. O. Box 313
North Hampton, NH 03862

March 12, 2023

Mr. James Sununu, Chair of the Select Board
Mr. Michael Tully, Town Administrator
237A Atlantic Avenue
North Hampton, NH 03862

By Hand

Dear Sirs:

It is with great regret that I am submitting my resignation, effective immediately, as a Full Member of the North Hampton Heritage Commission. The reason is that I have moved from North Hampton to reside in Portsmouth.

Over the years, it has been such a great honor to serve on the Heritage Commission. Under the leadership of Jenny Landman and now with Donna Etela, I believe, the community of North Hampton has and will continue to benefit from the Commission's contribution in preserving the town's unique history.

Sincerely yours,

A handwritten signature in blue ink that reads "Jane F. de C. Currivan". The signature is written in a cursive style with a long, sweeping underline.

CC: Mrs. Donna Etela, Chair Heritage Commission (Email)

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

COMMITTEE UPDATES

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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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
237A 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 27, 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 \$51,900.00 through the State of New Hampshire Department of Homeland Security for the purchase of a generator for the Emergency Operations Center (EOC) in the new Police and Fire Facility



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

Emergency Management Performance Grant (EMPG)

Applicant: Town of North Hampton Grant Amount: \$51,900.00

Project: EOC Generator

All steps below are required to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by ASAP to:
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to
this email address: NHEMPG.Program@dos.nh.gov

Grant Agreement

Grantee signors complete the following:

- Block 1.11 – Subrecipient Signatures
Have a majority of the **Select Board or City Council** sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor
Print names and titles of the signors
- Initial and date each page of the Grant Agreement
- Initial and date Exhibit A, B and C.

Additional Required Documents

- Meeting Minutes- ****See SAMPLE MEETING MINUTES****
Minutes of the meeting documenting that the **community/agency's** GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state the **community/agency** is accepting the grant agreement terms as presented. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (50%)



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
Division of Homeland Security
and Emergency Management

www.nh.gov/hsem



Robert M. Buxton
Director

February 27, 2023

Mr. Michael Tully
Town of North Hampton
233 Atlantic Ave
North Hampton, NH 03862

Dear Michael

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on October 19, 2022, for the community's Emergency Operations Center (EOC) generator.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.
DO NOT PURCHASE OR INSTALL ANYTHING
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office/Governor and Council to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative.

Thank you for your interest in the EMPG Program!

Sincerely,

Sheila M. Dupere
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Courtney Jordan, Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of North Hampton (VC#177452-B002)		1.4. Subrecipient Address 233 Atlantic Ave, North Hampton NH, 03862	
1.5. Subrecipient Tel. # (603) 964-8087	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$51,900.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
"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. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: _____ On: / /		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 Failure to perform the Services satisfactorily or on schedule;
- 8.1.2 Failure to submit any report required hereunder; and/or

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports,

files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

Subrecipient Initials: 1.) [redacted] 2.) [redacted]

3.) [redacted] Date: [redacted]

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed

Subrecipient Initials: 1.) _____ 2.) _____

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

3.) _____ Date: _____

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of North Hampton (hereinafter referred to as “the Subrecipient”) \$51,900.00 to purchase and install a generator for the community’s Emergency Operations Center (EOC).
2. “The Subrecipient” agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to “the State” by September 29, 2024.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$51,900.00	\$51,900.00	\$103,800.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): TVBUK9GLPLA6			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$51,900.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$51,900.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management
Grant Agreement Checklist

Emergency Management Performance Grant (EMPG)

Applicant: Town of North Hampton Grant Amount: \$51,900.00

Project: EOC Generator

All steps below are **required** to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by **ASAP** to:
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to
this email address: NHEMPG.Program@dos.nh.gov

Grant Agreement

Grantee signors complete the following:

- Block 1.11 – Subrecipient Signatures
Have a **majority** of the **Select Board or City Council** sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor
Print names and titles of the signors
- Initial and date **each page of the Grant Agreement**
- Initial and date **Exhibit A, B and C.**

Additional Required Documents

- Meeting Minutes- ****See SAMPLE MEETING MINUTES****
Minutes of the meeting documenting that the **community/agency**'s GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state **the community/agency is accepting the grant agreement terms as presented.** Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (50%)

Guidance for Meeting Minutes

Please use language similar to this when documenting meeting minutes accepting the grant

“The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$ for . Furthermore, the Board acknowledges that the total cost of this project will be \$, in which the town will be responsible for a 50% match (\$).”

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *“(name and/or title/position) is authorized to sign all documents related to the grant”*. Refer to the Certificate of Authority for additional guidance.

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 27, 2023 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from March 13, 2023 through March 24, 2023

Finance

Financially we are running at 28% of the budget remaining with 15 weeks remaining in the fiscal year.

Police

The Department is working on a plan to fill vacant officer positions. There is an item on the agenda to introduce the temporary Police Administrator, Chief Kurz.

Fire

The Fire Department has given a conditional offer to a candidate and will be continuing with a background check. If successful Chief Lajoie will bring a candidate forward at a future meeting.

Facilities

Town Hall. There has been a complaint about a strong odor of cleaning agent in the building. Director Hubbard will be changing supplies to alleviate the issue.

New Town Office/Fire/Police Buildings. There is an item on the agenda for a building update.

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 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.

The Seniors St Patrick’s luncheon had many in attendance. The NHS joined with a short presentation.

Highway

The Highway Department is prepping for spring clean-up and performing equipment maintenance.

Thank you to the crew who assisted in the Town Office installing shelving.

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.

Community Power Aggregation. I brought up the idea of researching a program for our Town to Mr. Sununu. He was in favor and a meeting has been set to gather information. The program would group power users in our community with a private supplier and create a stronger bargaining position to improve pricing to residents. I would anticipate an agenda item in the near future for the Board to discuss and ask questions.

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 had a meeting on March 21st, I was unable to attend due to a conflicting meeting. I will post the report online when it is received.

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

Rails to Trails. Nothing new to report. We have had discussions with RPC on a regional grants submission for signage and trail heads.

Route 95 Exit 2 Bridge. I received notification that this project will resume shortly which will include a deck replacement of the bridge

Meeting Schedule: The board's next meeting is scheduled for April 10th.

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
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NORTH HAMPTON, NH 03862

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

NEW BUSINESS



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of FORESTS and LANDS
172 Pembroke Road Concord, New Hampshire 03301

TEL: 603-271-2214
FAX: 603-271-6488

SARAH L. STEWART
Commissioner

PATRICK D. HACKLEY
Director

To: Town Selectmen and Wardens
CC: Forest Rangers
From: Steven Sherman, Chief, NH Forest Protection Bureau
Subject: **2024 Forest Fire Warden/Deputy Reappointment Forms**

Enclosed please find the forms to recommend your Town Forest Fire Warden, Deputy Wardens and Issuing Agents for reappointment to their respective positions.

Please notice under the reappoint column you need to only write NO if you are removing an individual. There is also a new column for Wardens to certify that individuals have participated in training in the last 3 years. Please check the box if the individual has taken wildland fire training (including law updates) locally or at a Forest Protection Bureau training.

For the appointment of a new Warden, Deputy Warden or Issuing Agent, please attach the appropriate completed forms, which are located in the Warden's Manual, or available on our website at <https://www.nh.gov/nhdf/communit/fire-warden-information/warden-forms-and-information.htm>

If your town has Federal Excess Personal Property (FEPP) thru the Division of Forests and Lands, enclosed is your renewal agreement. Please sign and return with your appointment paperwork. If you have any questions or concerns regarding the reappointment of these individuals, please contact your Forest Ranger through the Concord Office at 603-271-2214.

Once you have completed the attached form and any new appointment forms, please have the Board of Selectmen sign and return to us the documentation confirming their support of the Warden's recommendations.

All Documents must be signed by the Warden and Selectmen and returned to the Division

No Later Than June 1st, 2023.

The documents may be mailed to:

NH Division of Forests and Lands

Forest Protection Bureau

172 Pembroke RD

Concord NH 03301

Thank you for your ongoing support and partnership with our agency to prevent, detect and suppress wildfires in your community. If you have questions, or we can assist you in anyway, please do not hesitate to contact us.

Enc: Reappointment Forms

Janet Facella

From: Rick Milner
Sent: Wednesday, March 22, 2023 3:31 PM
To: Michael Tully; Janet Facella
Subject: Select Board agenda appointments

Good Afternoon,

At its March 21, 2023 meeting, the Planning Board voted to recommend the following appointments to the Select Board. Please place these appointments on the next available Select Board agenda.

RPC Commissioner Lauri Etela (3 year term)
CIP Committee Nancy Monaghan
Heritage Commission Nancy Monaghan

Thank you,
Rick Milner
Planning & Zoning Administrator
Town of North Hampton, NH
rmilner@northhampton-nh.gov
603-964-8650



Oath of Office

Town of North Hampton

I, **Lauri Etela** 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, **Lauri Etela** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Rockingham Planning Commissioner** for a term of **Three (3) year**, 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, **Nancy Monaghan** 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, **Nancy Monaghan** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Planning Board Representative for the Capital Improvements Committee** for a term of **One (1) year**, 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, **Nancy Monaghan** 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, **Nancy Monaghan** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Planning Board Representative on the Heritage Committee** for a term of **One (1) year**, 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)

Janet Facella

From: Michael Tully
Sent: Monday, March 20, 2023 8:35 AM
To: Janet Facella
Subject: FW: Heritage Commission Appointments

Michael J. Tully
Town Administrator
Town of North Hampton, NH
(603) 964-8087

From: Donna Etela [mailto:detela@aol.com]
Sent: Monday, March 20, 2023 8:32 AM
To: Michael Tully <mtully@northhampton-nh.gov>
Cc: James Sununu <jsununu@northhampton-nh.gov>
Subject: Heritage Commission Appointments

Mr. Tully,
The Heritage Commission requests the following appointments be made and approved at the next regular Select Board Meeting March 27, 2023:

Susan McCullom-Barry to be a Regular Member filling out the remainder of Jane Currivan's term expiring in 2024.
Vicki Jones Regular Member 3 year term expiring 2026.
Donna Etela Regular Member 3 year term expiring 2026.
Jane Robie Alternate Member 1 year term expiring 2024.
John Sillay Alternate Member 1 year term expiring 2024.

Thank you for your attention,
Donna Etela, chair
North Hampton Heritage Commission

Janet Facella

From: Michael Tully
Sent: Monday, March 20, 2023 11:03 AM
To: Janet Facella
Subject: FW: Heritage Commission Request

Michael J. Tully
Town Administrator
Town of North Hampton, NH
(603) 964-8087

From: Donna Etela [mailto:detela@aol.com]
Sent: Monday, March 20, 2023 10:39 AM
To: Michael Tully <mtully@northhampton-nh.gov>
Cc: James Sununu <jsununu@northhampton-nh.gov>
Subject: Heritage Commission Request

Good Morning Mike,

I am writing to request appointment to serve another three year term on the North Hampton Heritage Commission. It has been my privilege to serve on the HC since first nominated March 17, 2011.

Thank you,
Donna Etela



Oath of Office

Town of North Hampton

I, **Vicki Jones** 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, **Vicki Jones** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Heritage 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)



Oath of Office

Town of North Hampton

I, **Donna Etela** 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, **Donna Etela** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Heritage 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)



Oath of Office

Town of North Hampton

I, **Susan McCullom-Barry** 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, **Susan McCullom-Barry** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Heritage Commission Member** for a term of **One (1) year**, 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, **Jane Robie** 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, **Jane Robie** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Heritage Commission Alternate Member** for a term of **One (1) year**, 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, **John Sillay** 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, **John Sillay** do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all the duties incumbent upon me as **Heritage Commission Alternate Member** for a term of **One (1) year**, 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)

Janet Facella

From: Michael Tully
Sent: Monday, March 20, 2023 1:33 PM
To: Janet Facella
Subject: FW: Re-appointment to the Heritage Commission

Michael J. Tully
Town Administrator
Town of North Hampton, NH
(603) 964-8087

-----Original Message-----

From: Victoria Jones [mailto:vfjones5@gmail.com]
Sent: Monday, March 20, 2023 11:43 AM
To: Michael Tully <mtully@northhampton-nh.gov>
Cc: Donna Etela <detela@aol.com>
Subject: Re-appointment to the Heritage Commission

North Hampton Select Board and Michael Tully:

Please consider this email as my request to be re-appointed to the Heritage Commission for a term expiring in 2026.

I have been an alternate and member of the Commission since 2015. The Heritage Commission works to maintain the historic character of North Hampton, I enjoy this work and I think we are continuing to make progress.

Thank you for your consideration.

Victoria F Jones

Janet Facella

From: Michael Tully
Sent: Tuesday, March 21, 2023 12:14 PM
To: Janet Facella
Subject: Fwd: Heritage Commission Appointments

Sent via the Samsung Galaxy S23 5G, an AT&T 5G smartphone

Get [Outlook for Android](#)

From: Susan McCullom-Barry <susanmcbarry@gmail.com>
Sent: Tuesday, March 21, 2023 11:54:28 AM
To: Michael Tully <mtully@northhampton-nh.gov>; Cc.detela@aol.com <Cc.detela@aol.com>
Subject: Heritage Commission Appointments

Dear Mr. Tully,

I am requesting appointment to become a Regular Member on the Heritage Commission (I'm currently an Alternate), in order to complete the remainder of Jane Currivan's term, which expires in 2024.

Respectfully,

Dr.Susan McCullom- Barry

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
3
4
5
6

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD MEETING
MARCH 13, 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

10
11 Chairman James Sununu welcomed everyone to the Select Board Regular Meeting of March 13, 2023 and
12 called the meeting to order at 7:03 pm followed by the Pledge of Allegiance. He said the Board is coming
13 from two Non-Public Sessions and asked for a motion to seal the minutes.

14
15 **Motion:** To seal the minutes of Non-Public Sessions I and II of March 13, 2023.

16 **Motioned:** Selectman Pinette

17 **Seconded:** Vice-Chair Maggiore

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

19
20 **First Public Comment Session**

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

22 **Kathleen Kilgore** of 220 Atlantic Avenue said in light of new information that has come out regarding
23 eminent domain at 168 Mill Road since the last meeting, the Select Board should consider reimbursing
24 the Cotter Family for their legal expenses.

25
26 **George Chauncey** of Hobbs Road said he read an article in the paper that really surprised him concerning
27 eminent domain and the citizens' petition. He said at the time the Select Board said they were acting on
28 a petition from citizens when they actually initiated the petition and got citizens to sign it; \$20,000-
29 \$30,000 of taxpayer money was spent on legal fees and land evaluation; the Select Board did not do the
30 right thing and handled this badly.

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

34
35 *A recording of the meeting can be found at: http://www.townhallstreams.com/towns/north_hampton_nh, and a*
36 *DVD recording is available at the North Hampton Town Administrative Offices, 233 Atlantic Avenue, North*
37 *Hampton, New Hampshire 03862.*

38
39 **Amy Bucklin Faley** of 3 North Road sad the community is becoming separated and lacking trust, and we
40 should be welcoming people and trying to unite them. She said there is a lot of information out there, a
41 lot of it not correct, which has become such a maze and blur no one really knows what is going on which
42 makes her uncomfortable. She said open, honest communication is what people would really like and
43 asked if there had been progress on any other cell tower options.

44
45 Chairman Sununu said there is nothing to report on this and it is not on the agenda for this evening.

46
47 **Consent Calendar**

- 48 6.1 Payroll Manifest of March 2, 2023 in the amount of \$86,624.25
49 6.2 Payroll Manifest of March 9, 2023 in the amount of \$234,320.70
50 6.3 Accounts Payable Manifest of March 2, 2023 in the amount of \$56,419.38
51 6.4 Cemetery Deed
52 6.5 Veterans Tax Credit

53
54 **Motion:** To accept Consent Calendar items 6.1 - 6.5 as presented.

55 **Motioned:** Vice-Chair Maggiore

56 **Seconded:** Selectman Pinette

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

58
59 **Correspondence**

60 Town Administrator Tully said he did receive a correspondence but first needed to get back to the writer;
61 it was a positive letter praising the Highway Department.

62
63 **Committee Updates**

64 Vice-Chair Maggiore said the *Heritage Commission* will be meeting on Thursday; *Water Commission* has
65 not met, no update.

66
67 Chairman Sununu said *Rails to Trails Committee* has not met recently.

68
69 **Public Hearing**

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

73
74 Chairman Sununu read the Hearing Notice in full and opened the Public Hearing at 7:14 pm.

75
76 Town Administrator Tully said as part of the investigation of PFAS on Town property required by NHDES,
77 a well was found to be affected by higher PFAS and the Town was required to figure out how to provide
78 water. A grant was put forward to put the well on the Town water system; cost is \$40,000 to dig and drill
79 under the property here to connect to Aquarion Water.

80
81 As there were no public comments Chairman Sununu closed the Public Hearing at 7:16 pm.

82
83 **Motion:** To accept the \$40,000 from the American Rescue Plan Act (ARPA) through NHDES to finance an
84 interconnection of an affected property to the municipal water supply to remediate PFAS on the affected
85 property.

86 **Motioned:** Vice-Chair Maggiore
87 **Seconded:** Selectman Pinette
88 **Vote:** Motion approved 3-0

89
90 **Report of the Town Administrator**
91

92 Period: February 28, 2023 – March 10, 2023: Finance at 32% of Budget remaining with 16 weeks
93 remaining in the fiscal year; CHAD hockey game 3/18/2023 in Manchester; Police Chief retirement on
94 agenda; Firefighter position available in FD; work continues on Safety Building, on schedule for December;
95 Rec: registration for Summer Camp opened March 1st, Easter Egg Hunt at Elementary School April 1st;
96 NHDOT on agenda tonight to discuss Route 1 culvert and bridge replacement; Rails to Trails discussed
97 regional grant submission with RPC for signage and trail heads.

98
99 **Items Left on the Table** – None

100
101 **NEW BUSINESS**

102
103 **12.1 Presentation from North Hampton School** – Rebecca Carlson and Superintendent Meredith Nadeau

104
105 School Superintendent Meredith Nadeau said students will present Portrait of a Learner, a student-
106 centered strategic planning process, which begins with what the community wants for its students and
107 what we are looking to achieve; started with a number of questions to lead us through the process.

108
109 Curriculum Coordinator Rebecca Carlson said last fall a plan was created and stakeholder input gathered.
110 Two key questions were what they would want for their students and what programs and facilities would
111 be needed to achieve that; all collected data was synthesized to create a draft of a Portrait of a Learner.
112 She said the five pillars are: Academics, Mindsets, Essential Life Skills, Physical & Mental Health, and
113 Community Engagement. Student Josh Mason introduced the first three pillars and said their job is to
114 develop outcomes for students like us; Riley Quinn explained the last two pillars and then asked the Select
115 Board for feedback.

116
117 Chairman Sununu said it is important to bring these things to the broader community and there may be
118 ways to partner with the Rec Department and suggested the School provide periodic updates to the Board.
119 Vice-Chair Maggiore wondered about connecting with UNH Cooperative Extension. Chairman Sununu said
120 getting people to come to a Public Meeting and get engaged is the most productive. Ms. Riley Quinn asked
121 how the community can partner with the School in future to make this vision a reality. Vice-Chair Maggiore
122 said you have started that process now and made a great first step.

123
124 Ms. Carlson said the Town and School have another Earth Day Cleanup scheduled for the weekend of April
125 10, 2023. Superintendent Nadeau said they will be joining Seniors for lunch next week and expect a date
126 for a community dinner in the next week or so.

127
128 **12.2 Discussion of North Road Bridge Project with NHDOT**

129 Dan Primo said he is filling in for Project Manager Matt Lampron who is working with the Town and said
130 Engineer John Hebert is here from the Roadway Design Section. He said the Public Hearing for this was
131 held in 2018 and they are now entering the final design phase and seeking direction from the town on
132 which construction alternative is preferred: (1) accelerated construction of the Bridge requiring a shorter-

133 term detour of 2-3 weeks for Route 1 traffic; (2) traditional construction alternating one-way traffic on
134 the bridge with longer duration of 4-5 months.

135
136 Mr. Hebert said DOT bought the corridor from PanAm/B&M RR and will do the bridge replacement. He
137 said the intent is to do some realignment of North Road W above and North Road E below with roadway
138 reconstruction. He reviewed the background and said there were concerns about North Road E
139 realignment. The existing roadway corridor is Route 1, a minor urban arterial carrying 18,000/vehs/day,
140 with a 2-way left turn lane and limited shoulders and typical 12-ft-wide lanes. The Bridge is considered
141 historic, built in 1936; superstructure and deck are failing but granite substructure is in good shape; intent
142 is to remove superstructure and build on top of existing granite abutment.

143
144 Mr. Hebert showed an overview of the area and said they are teeing up North Roads W and E to more of
145 a standard intersection to improve sight distance. He said another project is going on at Little River
146 crossing for culvert replacement. For the phased bridge construction the concrete deck and girders make
147 work more difficult here as concrete is part of the integrity of the bridge: Step one would be to remove
148 part of the existing bridge structure and slide traffic over with only one lane and eventually move the two
149 phases together for one bridge.

150
151 Mr. Hebert said the phased option would need alternating 2-way traffic for 4-5 months. He said the traffic
152 is always heavy with AM and PM peaks: AM backup would be 1500 ft with PM at 1200 ft at both temporary
153 traffic lights. Chairman Sununu clarified that would be the longest line of traffic you could expect to build
154 at that light in the busiest time of day. Mr. Hebert said that was correct and said after the first week people
155 seek alternate routes. He said the other option is to close the road and build the bridge with detours
156 around and anticipated needing 2-3 weeks, which will be accelerated bridge construction working 12-
157 hour days or longer.

158
159 Mr. Hebert said the road detour would be about 10 miles with the truck detour about 14.4 miles. He said
160 they cannot keep people off other roads and specified the location of local Emergency Services. He said
161 the closure affects businesses and they will still maintain access to North Road. He said the other factor
162 recently is a stone culvert under Little River Bridge which is beginning to fail and is a separate project
163 which appears to be tracking on the same schedule at this time but is not guaranteed, and said their focus
164 is the bridge.

165
166 Mr. Primo said they have focused on the bridge but they have a lot of work to do to relocate North Road
167 E and reconstruct Route 1. He said the bridge may take 3 weeks but the project will probably be under
168 construction for a full year with all the roadway approach work. He said they are tracking the culvert to
169 hopefully coordinate both projects and are hoping to get the final design underway and advertise for bids,
170 probably looking at a construction start time of 2025. He said Matt Lampron is still the Project Manager.

171
172 Chairman Sununu said the culvert being done at the same time would be ideal and he leans toward the 2-
173 3 week closure versus 4-5 months of a quarter-mile backup. He asked how possible it would be to target
174 the closure to a certain time, before Memorial Day or after Labor Day. Selectman Pinette agreed and
175 asked if there was a certain ideal time to pour concrete. Mr. Primo said they will be pouring concrete but
176 a lot of the elements for the bridge are pre-cast. He said the closure time will depend on the advertising
177 date with contractor starting approximately 3 months later, but could not say with certainty.

178
179 Vice-Chair Maggiore asked about accommodating the four businesses on North Road and how much
180 communication there will be with property owners. Mr. Primo said they do try to work with property

181 owners through the right-of-way process and make sure they are being listened to, and a construction
182 foreman will be onsite daily.

183
184 There was consensus of the Select Board that the best option would be the 2-3 week road closure.

185
186 **12.3 Acknowledgement of Police Department Employee Retirement**

187 Chairman Sununu stated that on March 1st the town’s Police Chief Kathryn Mone submitted a letter of
188 retirement effective March 31, 2023. He said they wished Chief Mone all the best in the future and
189 thanked her for her services to the Town.

190
191 Town Administrator Tully said he had reached out to MRI to bring a temporary police administrator and
192 MRI will also run a countrywide search for the best candidate for our Town and Police Department to
193 move forward. Chairman Sununu said there will be a process which will expand into the community and
194 input will be provided as we move further down the road.

195
196 **12.4 Discussion of Little Boar’s Head (LBH) Zoning Grant**

197 Town Administrator Tully explained that this is on the agenda looking to the Town and Select Board to act
198 as fiscal agents for this contract with LBH. He said the purpose of the \$50,000 grant is to assist municipal
199 and village districts with Planning & Zoning authority to look to increasing housing opportunities for
200 community engagement and regulatory change. He said LBH Planning Board will be working through this
201 with RPC to establish a Housing Master Plan Chapter to bring LBH into compliance with workforce housing.
202 LBH does not have the credentials needed to take a Federal Grant and the Town will accept it with a vote
203 so LBH can move forward.

204
205 Chairman Sununu said this would be subject to LBH Planning & Zoning Ordinance; a Public Hearing will be
206 held at a future date for acceptance of the grant. Town Administrator Tully said the first step is that the
207 Select Board vote to be the fiscal agents for this grant.

208
209 **Motion:** That the North Hampton Select Board intends to act as fiscal agents for this contract with LBH.
210 **Motioned:** Selectman Pinette
211 **Seconded:** Vice-Chair Maggiore
212 **Vote:** Motion approved 3-0
213

214 **12.5 Appointments to Agricultural Commission**

215 **Motion:** To reappoint Dieter Ebert for a 3-year term as Member of the Agricultural Commission and
216 Pollyanna Ford for a 1-year term as Alternate Member of the Agricultural Commission, and appoint Rowan
217 Perkins for a 1-year term as Alternate Member of the Agricultural Commission.

218 **Motioned:** Vice-Chair Maggiore
219 **Seconded:** Selectman Pinette
220 **Vote:** Motion approved 3-0
221

222 **MINUTES OF PRIOR MEETINGS**

223
224 **12.1 Approval of Minutes of Regular Meeting of February 27, 2023**

225 **Motion:** To approve the Regular Meeting Minutes of February 27, 2023 as presented.
226 **Motioned:** Selectman Pinette
227 **Seconded:** Vice-Chair Maggiore
228 **Vote:** Motion approved 3-0

Select Board Regular Meeting
March 13, 2023

229

230 **12.2 Approval of Minutes of Non-Public Meeting of February 27, 2023**

231 **Motion:** To approve the Minutes of the Non-Public Sessions of February 27, 2023

232 **Motioned:** Selectman Pinette

233 **Seconded:** Vice-Chair Maggiore

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

235

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

237

238 **Second Public Comment Session**

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

240

241 **Next Regular Meeting:** March, 27 2023

242

243 **ADJOURNMENT**

244

Chairman Sununu adjourned the meeting at 8:12 pm.

245

246 Respectfully submitted,

247 Patricia Denmark, Recording Secretary