



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING
MONDAY, MARCH 28, 2022

NORTH HAMPTON TOWN HALL
NON-PUBLIC SESSION
233 ATLANTIC AVENUE
6:00 O'CLOCK P.M.

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. 6:00PM Call to Order by the Chair

2. 6:01PM Non-Public Session Pursuant to RSA 91-A:3 II (d)

3. 7:00PM 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 17, 2022, in the amount of \$79,916.66

5.2 Payroll Manifest of March 24, 2022, in the amount of \$73,689.70

5.3 Accounts Payable Manifest of March 3, 2022, in the amount of \$114,318.84

5.4 Cemetery Deed

6. Correspondence

6.1 Correspondence from Ronald Grandmaison, NH Department of Transportation

6.2 Correspondence from Craig Musselman, CMA Engineers, Inc.

7. **Committee Updates**

7.1 Heritage Commission

7.2 Water Commission

7.3 Rails to Trails

8. **Report of the Town Administrator**

8.1 General Report

9. **Items Left on the Table**

10. **New Business**

10.1 Appointments to Heritage Commission

10.2 Appointments to Capital Improvements Committee

10.3 Appointments to Agriculture Commission

10.4 Discussion and Approval of Fire Engine Bids

10.5 Discussion of Rules and Regulations Regarding the Issuance of a Beach Parking Permit

10.6 Discussion and Approval of Beach Parking Lease Cost and Permit Cost

10.7 Discussion of Red Pine Scale Disease on Trees at North Hampton School

11. **Minutes of Prior Meetings**

11.1 Approval of Regular Meeting Minutes of March 14, 2022

12. **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

13. **Second Public Comment Session**

See Item 4, above

14. **Adjournment**

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



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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
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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 03/28/2022
DATE: 03/25/2022

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

1. **Consent Calendar**
 - 5.1 Payroll Manifest of March 17, 2022, in the amount of \$79,916.66
 - 5.2 Payroll Manifest of March 24, 2022, in the amount of \$73,689.70
 - 5.3 Accounts Payable Manifest of March 3, 2022, in the amount of \$114,318.84
 - 5.4 Cemetery Deed

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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CORRESPONDENCE

Michael Tully

From: Grandmaison, Ronald <Ronald.J.Grandmaison@dot.nh.gov>
Sent: Friday, March 18, 2022 8:27 AM
To: Michael Tully
Cc: Schutt, Brian
Subject: NHDOT State Project District Resurfacing 16166K - Town of North Hampton
Attachments: District 6_16166K_LOC_Pavement_19619.pdf; 16166K_DescriptionOfSections.pdf

Mr. Tully,

This is to notify you that the New Hampshire Department of Transportation has identified state road(s) within your Town for paving during the 2022 construction season. This information is provided in hopes that it will assist you in coordinating your community's maintenance activities such as crosswalk striping, underground utility projects, trenching, and curb or sidewalk work prior to the road resurfacing activities. This is particularly important for manholes and other structures within the pavement limits as significant depressions can develop if they are not set to the proper grade. If appropriate, please advise local utilities to prepare for the proposed resurfacing as it is their responsibility to make adjustments as required to accommodate the paving. If any crosswalks along the sections identified for paving have been proposed by the Department to be relocated, eliminated or require additional enhancements to remain, the appropriate documents are included as part of this communication and must be returned by May 1, 2022.

Please be aware that the State Legislature has delegated the Commissioner of the Department with the full authority to control traffic in highway/bridge construction work zones on Class I, II and III highways. The Department and/or its designated agent will be responsible for the management and operation of the highway throughout the duration of the construction project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.

If officers are used, please be advised that the Department will only compensate for the use of officers who have successfully completed a NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones. Approved Police Work Zone Training courses may be found on the NHDOT's website at: <https://www.nh.gov/dot/documents/wz-training-for-police.pdf>

Also, be advised that the Department does not resurface or restripe any on-street parking spaces along the roadway as part of these resurfacing projects, however, municipalities can make arrangements with the contractor, at their own expense, to have the spaces resurfaced/restriped while the contractor is in the area.

You will be contacted should the Program be changed due to funding or pavement conditions of the identified sections. Once a contract and schedule of work has been approved the Contractor is required to provide written notice to your town between 7 and 14 work days in advance of the final paving.

If you have any questions or would like to discuss this project further, feel free to call me at 603-271-6198 or send an e-mail to Ronald.J.Grandmaison@dot.nh.gov

Respectfully,

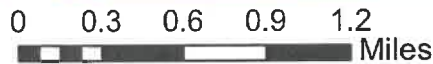
Ronald J. Grandmaison, PE

New Hampshire Department of Transportation
Bureau of Highway Design
Chief of Pavement Section
Phone: 603-271-6198
Fax: 603-271-7025
E-Mail: Ronald.J.Grandmaison@dot.nh.gov
Website: <http://www.nhdot.com>

The most dangerous phrase in our language is “We’ve always done it this way.”, Rear Admiral Grace Hopper



Hampton-Rye - NH 1A



LEGEND

- 19619
- US Routes
- State Routes
- Unnumbered Routes
- Urban Compacts
- Local Roads
- Railroad (Inactive)



State #: 16166K
Paving ID: 19619

LOCATION MAP



January 18, 2022

DESCRIPTION OF SECTIONS**19619 Hampton-Rye, NH 1A, 5.2 Miles
Tier 3, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3)**

From Cusack Rd in Hampton northerly to a P/J ~0.2 miles north of Harbor Rd in Rye.

- From ~350 Ft north of Cusack Rd northerly to ~0.2 mi north of Harbor Rd:
 - ¾" FW paver shim overlay (Item 411.3)
- Pave all pull offs and widened shoulders:
 - Treatment: ¾" paver shim overlay (Item 411.3)
- ADA work to be completed

**21602 Milton, NH 125, 4.8 Miles
Tier 2, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3) and 2" Full-Width HS Inlay (Item 403.11943) and 13' by 2" Deep Spot Inlays (Item 403.11023)**

From a P/J ~ 700 Ft south of Brown Rd (south of Br. No. 212/128) northerly to the southern intersection of Industrial Way.

- P/J 700 Ft south of Brown Rd to northern intersection of Dawson St (0.7 miles):
 - ¾" FW paver shim overlay (Item 411.3)
- From northern intersection of Dawson St to southern intersection of Depot Pond Rd (0.4 miles):
 - 2" FW HS inlay (Item 403.11943)
- From the southern intersection of Depot Pond Rd to the southern intersection of Industrial Way (3.7 miles):
 - ¾" FW paver shim overlay (Item 411.3)
- Paver shim sections (4.4 miles)
 - Include 1 mile of 13' by 2" deep spot inlays (Item 403.11023)
- ADA work to be completed
- **2 Railroad Crossings (1 At-Grade, 1 Underpass)**

**21609 Seabrook, US 1/NH 107, 1.0 Mile, Limits as Noted Below
Tier 2, Minor Rehab, 1.5" Full-Width HS Inlay (Item 403.11942) and 2" Full-Width HS Inlay (Item 403.11942)**

- **NH 107:** From US 1 northerly to a P/J ~ 400 Ft south of Stard Rd. Includes slip ramp to US 1 SB. (0.7 miles):
 - 1.5" FW HS inlay (Item 403.11942)
- **US 1:** From 450 Ft south of NH 107 (start of raised median island) north to a P/J a 100 Ft south of Rocks Rd. (0.3 miles):
 - 2" FW HS inlay (Item 403.11942)
 - Includes signalized intersections at NH 107 & New Zealand Rd
- ADA work to be completed

**21613 Newmarket-Lee, NH 152, 5.3 Miles
Tier 3, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3) and 2" Full-Width HS Inlay (Item 403.11943)**

From Grant Rd in Newmarket westerly to NH 125 in Lee.

- From Grant Rd to 500 Ft east of NH 125 (5.2 miles):
 - ¾" FW paver shim overlay (Item 411.3)
- From 500 Ft east of NH 125 to NH 125 (0.1 miles):
 - 2" FW HS Inlay (Item 403.11943)
- Include 1 mile of 13' wide 2" deep inlays (Item 403.11023)

**21614 Seabrook-Kensington, NH 107, 2.4 Miles
Tier 3, LCP, 1.5" Full-Width HS overlay (Item 403.11942) and ¾" Paver Shim (Item 411.3)**

From a P/J 400 Ft south of Stard Rd in Seabrook northerly to NH 150 in Kensington.

- From 400 Ft south to 700 Ft north of Stard Rd (0.2 miles):
 - 1.5" FW HS overlay (Item 403.11942)
 - Treatment is the same as Paving ID 21609
- From 700 Ft north of Stard Rd to NH 150 (2.2 miles):
 - ¾" Paver Shim (Item 411.3)

**21620 Plaistow-Hampstead, East Rd, 4.0 Miles
Tier 4, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3) and 2" Full-Width HS Inlay (Item 403.11943)**

From a P/J 200 Ft north of NH 125 in Plaistow northerly to a P/J 100 Ft south of NH 111 in Hampstead.

- P/J 200 Ft north of NH 125 to P/J 350 Ft south of NH 111 (3.9 miles):
 - ¾" FW paver shim overlay (Item 411.3)
- P/J 350 Ft south of NH 111 to P/J 100 Ft south of NH 111 (0.1 miles):
 - 2" FW HS inlay (Item 403.11943)
- ADA work to be completed

**22608 Dover, NH 9, 0.5 Miles
Tier 3, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3)**

From a P/J 500 Ft west of Industrial Park Rd easterly to a P/J 400 Ft east of Old Littleworth Road.

- ADA work to be completed
- **1 Railroad Crossing (Underpass)**

**22620 Rollinsford, Rollins Rd, 0.07 Miles
Tier 2, Major Rehab, Various (Item 203.1, Item 214, Item 403.11023, and Item 403.11043)**

Construct approximately 350 ft. long permanent pavement patch repair located approximately ½ mile north of Berwick St.

- Remove existing grader patch to a depth of 5 inches (Item 203.1) – existing patch is approximately 60 feet long
- Fine grade (Item 214)
- Repave with 5 inches of binder (Item 403.11023) – placed in 2 equal lifts
- Pave 1.5 inch wearing course (Item 403.11043) matching into existing pavement approximately 150 feet north and south of the repair

**23602 Strafford, NH 126, 5.6 Miles
Tier 3, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3)**

From the Barnstead/Strafford T/L southerly to the southern intersection of NH 202A.

**23603 Epping-Newfields, NH 87, 6.3 Miles
Tier 3, LCP, ¾" Full-Width Paver Shim Overlay (Item 411.3)**

From NH 125 in Epping easterly to NH 85 in Newfields.

- There are numerous locations of widened shoulders to be paved
- ADA work to be completed

**23611 Rye, Old Ocean Blvd, 0.1 Miles
Tier 4, Major Rehab, Various (Item 203.1, Item 214, Item 403.11023, and Item 403.11053)**

From NH 1A northerly to end of road.

- Remove existing pavement (Item 203.1)
- Fine grade (Item 214)
- Repave with 4.0 inches:
 - 2.5" binder (Item 403.11023)
 - 1.5" wearing (Item 403.11043)

**23621 South Hampton, South Rd/Chase Rd/Jewell St, 0.1 Miles
Tier 4, LCP, ¾" Full-Width Inlay (Item 411.3)**

South Rd, 100 Ft, From a P/J southerly to NH 107A.

Chase Rd, 100 Ft, From NH 107A southerly to a P/J.

Jewell St, 100 Ft, From NH 107A southerly to a P/J.

MEMORANDUM

To: Town of North Hampton, The Nature Conservancy, NHDES Coastal Program, NHDOT Division 6

From: Craig Musselman, CMA Engineers, Inc.

Date: March 16, 2022

Re: Philbrick Pond Post-Construction Memorandum

The purpose of this memorandum is to document the effect of the reconstruction of the NHDOT Ocean Boulevard culvert inlet at Philbrick Pond in North Hampton.

In February, 2022, Northeast Earth Mechanics of Pittsfield, NH, with construction oversight by CMA Engineers, completed the installation of a concrete slab near the Ocean Boulevard culvert inlet and the dredging of the pond area between Ocean Boulevard and the trolley berm. Prior to this construction, due to the presence of a rock weir at the culvert inlet, and accumulated sediment in the pond area, the water surface elevation throughout Philbrick Pond varied by only about five inches between high and low tides. The purpose of this project was to lower low tide water surface elevations such that the twice daily variation under normal circumstances is increased from five inches to about 15 inches. This is the first phase of a multi-phase process to improve the health of the Philbrick Pond saltmarsh system.

Three photos taken on March 15, 2022 at low tide demonstrate the effect of the project. Photo #1 shows the water flowing at low tide above the concrete slab to the inlet to the NHDOT box culvert. The water level at low tide now matches the water level flowing in the box culvert. On each tide cycle, this is as low as low tide could be in Philbrick Pond.

Photo #2 shows the pond area between Ocean Boulevard and the trolley berm. In the past, only the very top of the trolley berm pipe was visible at the lowest of tide levels. The removal of the accumulated sediments in this area was critical to maintaining low water surface elevations at low tide.

Photo #3 was taken from the trolley berm looking west into the Philbrick Pond saltmarsh. The mudflats on both sides of the channel have not been seen before. This photograph clearly shows that the project has accomplished its objective. Rather than the previous conditions which resulted in near constant saturation, this more normal tidal variation will allow oxygen to penetrate to lower depths in the saltmarsh soils.



1. Philbrick Pond Culvert Inlet, March 15, 2022



2. Philbrick Pond Trolley Berm, March 15, 2022



3. Philbrick Pond Upstream, March 15, 2022

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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COMMITTEE UPDATES

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
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REPORT OF THE TOWN ADMINISTRATOR

Michael J. Tully
Town Administrator

Municipal Offices
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mtully@northhampton-nh.gov
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Fax: (603) 964-1514



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

TOWN ADMINISTRATOR'S REPORT
MARCH 28, 2022 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from March 15, 2022 through March 25, 2022

Finance

Financially we are in good shape with 28% of the budget remaining with 14 weeks remaining in the fiscal year.

Police

The Police Department has been following up on complaints of speeding with directed patrols in those areas. Chief Mone has been actively working on the department receiving asset forfeiture funds in the amount of \$31,989.60. When the funds are received we will advertise a public hearing and request that the Board accept the funds.

Fire

Chief Lajoie is on the agenda to present bids for the purchase of the recently approved Engine. Deputy Cook is working on grant applications which could assist in covering the costs associated with the EOC in the new complex as well as the generator.

Facilities

Town Hall. Nothing new to report. I met with Mr. Schnitzler on the work requested by the Heritage Commission. He does not have an interest in completing the work, though, he is working

on a contact that may assist us with the fire doors. He stated the basement sheetrock is a very difficult and time consuming job which will require electricians and plumbers to reroute wires and piping. We will also look into a type of drop ceiling and whether that would provide fire protection. This option will take away headroom in the already tight space. This project is on hold until funding is determined.

New Town Office/Fire/Police Buildings. Mr. Sununu and I met with the designer, builder and engineer to put together a rough schedule for work to be completed. We are actively searching for available temporary space for the departments during the build. Bond counsel has been secured and the application with supporting documents will be submitted in early April.

Stone Building. Nothing new to report. I have spoken to a qualified contractor who will look at the chimney flashing and complete it in the spring, weather permitting

Town Office/Chevalier Building. Nothing new to report. With the arrival of warmer weather ice dams have not been an issue. With the passage of the new Fire and Police building maintenance will be performed only if the problem is emergent.

Recreation

The next senior luncheon will be held at the Rec on April 19th at 1130. Summer camp sign-ups are on-going. Director Manzi has an ad out to fill an open part-time position in the department. The egg scramble will be on Saturday April 9th at North Hampton School.

Highway

Highway personnel are completing spring checks and cleaning of catch basins. They are also still assisting with manpower at the Recycling Center as open positions have not yet been filled.

Projects

Route 1 Culvert. Nothing new to report. I contacted District 6 after receiving a report that the pavement at the culvert has been undermined by approximately 8 inches. Currently funding is not available to repair the culvert and there are many in the area that are in far worse shape. We will continue to push for the culvert to be added to the 10 year plan or to be replaced with the upcoming bridge project. Any safety concerns will be reported to District 6 immediately.

PFAS Investigation. I am currently putting together information for a grant application that could assist us financially in becoming compliant with expected NHDES requirements. I expect the cost projections to be complete in the next week.

Telephone System/Communications. Nothing new to report. The majority of the phone system has been installed. We are now using it for calling out. Phone numbers need to be ported in order to use the system for incoming calls. There are a few upgrades and new lines needed to finish the install in Fire and the Town Clerk's building.

Trash Collection. I have been researching the positives, negatives and possibilities of the Town going out to bid for Town-wide trash collection. This would mean the price will be included in the tax rate paid by residents. Initial research shows the overall cost could be less to each resident. I am waiting on current customer information and will bring it forward for a discussion as soon as the initial information gathering is completed.

Cell Tower. Nothing new to report. Work continues in the search for a suitable location for a cell tower. I will brief the Board when the issue requires action on their part.

Walkway Project. Nothing new to report. The Architect and Builder for the new Fire /Police /Town Office buildings have requested that we delay the project to assure the area is not damaged during construction.

Coakley Landfill Group. The Coakley meeting was held on March 23rd. There was very little discussion regarding the deep bedrock study which had been submitted to the EPA and DES.

Junkyard Closures and/or New Problems: Nothing new to report. We are seeing some improvement with vehicles pulling off of Route 1 for deliveries. The Police have visited dealerships in Town and have issued Summonses to violators.

Rails to Trails. Mr. Sununu and I continue to work on a regional signage committee that is developing the type, look and locations of signage along the trail.

Philbrick Pond. The project has been completed. Director Hubbard has installed a small sign in the area which was required by the grant. Seeding will be completed this spring.

Old Locke Road Grant. Nothing new to report. I have been working with Craig Musselman from CMA Engineers to gather information for the grant application and attended a webinar on the process for this grant. I will keep the Board up to date on any developments.

Earth Day Clean-up. We have continued to have meetings with Becca Carlson, the School Curriculum Coordinator on planning for the Town wide clean-up. The date will be Saturday April 16th. An online sign-up sheet for portions of Town roads has been drafted and advertised to the community. WIN Waste out of Newington has been a big part of the planning and will be a big part of the event success.

Tree Cutting. There is an item on the agenda to discuss the health of trees behind the elementary school. I have walked the area twice with the logger and Stu Spooner to discuss both the health of the trees as well as the condition the property will be left. Nate from Sweet's logging has been helpful and has provided all answers and information when needed.

Meeting Schedule: Our next regularly scheduled meeting is on April 11, 2022.

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
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ITEMS LEFT ON THE TABLE

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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NEW BUSINESS

Michael Tully

From: Jane Robie <janerobie@aol.com>
Sent: Thursday, March 17, 2022 9:12 AM
To: Michael Tully
Cc: Donna Etela
Subject: Reappointment to Heritage Commission

Hi Mike,

I would like to be reappointed as an alternate member of the Heritage Commission if the Select Board sees fit.

Thanks.

Jane Robbie

Sent from my iPad



March 22, 2022

Mike Tully, Town Administrator
Town of North Hampton

To the North Hampton Select Board:

The North Hampton Heritage Commission comes to you to renew candidates for appointment to the Commission. Please consider the following candidates at your next meeting, March 28, 2022:

Cynthia Swank: renewal 3 year term as Commissioner 2025

Jane Robie: renewal Alternate 1 year term 2023

Thank you for your consideration. Please confirm that this request will be on the Select Board Agenda, March 28, 2022.

Respectfully submitted,
Donna Etela, Chair
North Hampton Heritage Commission



March 22, 2022

Mike Tully, Town Administrator
Town of North Hampton

To the North Hampton Select Board:

The North Hampton Heritage Commission comes to you to renew a candidate for appointment to the Commission. Please consider the following candidate at your next meeting, March 28, 2022:

Nancy Monaghan: renewal Planning Board Representative,
Alternate 1 year term 2023

Thank you for your consideration. Please confirm that this request will be on the Select Board Agenda, March 28, 2022.

Respectfully submitted,
Donna Etela, Chair
North Hampton Heritage Commission

Michael Tully

Subject: FW: Letter of Interest to Continue To Serve on Board/Committee/Commission

From: Rick Milner
Sent: Tuesday, March 15, 2022 9:15 PM
To: Janet Facella <jfacella@northhampton-nh.gov>
Cc: Michael Tully <mtully@northhampton-nh.gov>
Subject: RE: Letter of Interest to Continue To Serve on Board/Committee/Commission

Good Evening,
The Planning Board voted to appoint (or recommend to the Select Board for appointment) the following people to the following committees at its March 15, 2022 meeting:
Heritage Commission – Nancy Monaghan *1 year*
CIP – Nancy Monaghan *1 year*
CIP Citizen Representative (3-year term) – Cynthia Swank

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

Janet Facella

From: Audrey Prior <audreyprior@gmail.com>
Sent: Wednesday, March 23, 2022 4:51 PM
To: Janet Facella
Subject: Re: FW: Letter of Interest to Continue To Serve on Board/Committee/Commission

Hi Jan,

The Agricultural Commission voted on Monday 3/21 to recommend to the Select Board the following re-appointments:

Joan Ganotis - member - 2 year term
Audrey Prior - member - 3 year term
Hank Brandt - member - 3 year term
Pollyanna Ford - alternate - 1 year term

Joan has agreed to a two year term so that our terms will be staggered appropriately. I believe the terms got mixed up at some point due to someone taking over when a previous member resigned, so at the moment we are not appropriately staggered. This should fix that.

Please let me know if you need a formal letter or if this is sufficient. I can write up a letter for you tomorrow if need be. Thank you!

Best wishes,
Audrey

On Wed, Mar 23, 2022 at 3:40 PM Janet Facella <jfacella@northhampton-nh.gov> wrote:

Audrey and Joe,

Could you forward letters of interest to me prior to the April 11, 2022 Select Board meeting?

Thank you!

Jan

Janet L. Facella

Michael Tully

From: chuck gallant <chuckgall2@yahoo.com>
Sent: Thursday, March 17, 2022 1:49 PM
To: Michael Tully
Subject: CIP committee

To Town Administrator Mike Tully

I'm writing you today to be considered for the Town of North Hampton CIP committee. I've lived in the Seacoast area for 45 years being a resident of North Hampton for almost 20 years. During my time in North Hampton I've served on both the Budget committee and the CIP committee and feel that my work experience is of value to the CIP committee.

I'm currently work in Public safety as a Lieutenant with the Rye Fire Department in which my duties consist of not only Firefighting and EMS work but overseeing all vehicle maintenance, involved in the CIP projects for the fire department including trucks, gear ,air packs purchasing etc ,Chairman of the health insurance committee, Chairman of the joint loss safety committee , Contract negotiator along with other assigned tasks.

Thank You for your consideration
Chuck Gallant



Jason M. Lajoie
FIRE CHIEF

North Hampton
FIRE & RESCUE

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



Mark A. Cook
DEPUTY FIRE CHIEF

March 22, 2022

Mr. Michael Tully, Town Administrator
Mr. James Sununu, Select Board Chair
Mr. James Maggiore
Mr. Jonathan Pinette
Town of North Hampton
233 Atlantic Avenue
North Hampton, New Hampshire 03862

Dear Mr. Administrator and members of the Select Board,

Please allow this letter to serve as notification of three (3) bids received for the fire department's purchase of a new fire engine pumper to replace *Engine 2*, as outlined in my CIP and by which *Article 10* was approved by town voters on the March 8, 2022 warrant. Also included herein are the three (3) price quotations for the new pumper, my official recommendation for a manufacturer of choice and my request to the Board to accept said recommendation.

A bid specification was developed by a committee of department members that defined our specific needs. Top fire apparatus manufacturers were then sought out, given our specifications outline and we yielded three bids from competing manufacturers that were interested in producing our request.

As this was a competitive bid process, sales companies, determined to earn a deal, began to lower their price proposals but did so only by eliminating specified needs, thus making their proposal not an "apples to apples" comparison. Allegiance Fire Apparatus, originally proposing a cost of just over \$700,000 finally came in at \$639,930.00 but with eliminated features to give a competitive price. Rosenbauer offered a pumper at \$676,817.00 but after repeated attempts, could not fully produce our specifications.

However, one manufacturer was able to fully meet our request and was within a competitive price range. After careful consideration, we've determined that E-One, a leading manufacturer of fire apparatus and sold through Greenwood Fire Apparatus in Attleboro, Massachusetts, is the manufacturer and sales company of choice amongst committee members and department administration. In 2012, Greenwood Fire Apparatus provided our current front-line pumper, *Engine 1*, which has been a reliable and superb pumper that's served all of our needs the past ten years of front-line service.

The primary reasons we've again chosen Greenwood Fire Apparatus are:

- They generated a product with 100% of our required needs within a price range we requested.
- The company has a proven, reliable track history with the department, providing exceptional service and repairs when needed.
- The pumper itself is top quality; we'd be receiving an updated version of our current front-line engine but with numerous upgrades.
- Firefighters are familiar with the apparatus and thus have a working knowledge of all aspects of the truck, providing a simple transition from one pumper to the next.
- Choosing another manufacturer could prove to be risky, not having first-hand knowledge of the quality of the product or the reputation of the sales/service company.

Since Greenwood Fire Apparatus was able to wholly meet our specifications, I respectfully request permission from the Board to allow the fire department to enter into a sales agreement with Greenwood Fire Apparatus for the purchase of our next fire engine at a cost of **\$689,945.00**. I am confident that this apparatus will serve the town excellently, and that Greenwood will continue to provide us the remarkable service as they always have.

By entering into a written agreement as soon as possible, we can ensure a "lock" into this price as costs will be rising exponentially due to current inflation. Additionally, and as approved in *Article 10*, would be the subsequent purchases of equipment needed to outfit this engine. Department administration is currently working with vendors to achieve the most economically responsible purchases to complete this new pumper's inventory and within the total approved amount of \$800,000.

I thank you for your consideration and anticipate you may have concerns, comments, or questions. I will be happy to address those at your convenience and will await further direction from the Board.

Dutifully,



Jason M. Lajoie
Fire Chief



MAIN OFFICE
530 John Dietsch Blvd. N. Attleboro, MA 02763
Sales 508.695.7138 Fax 508.699.6842

Bob Bernard
Regional Sales Manager
(207) 252-0462
Email:
rbernard@GreenwoodEV.com

Greenwood-North Location
19 Summer St Brunswick, Maine 04011

March 10, 2022

Chief Jason Lajoie
North Hampton Fire / Rescue
235 Atlantic Ave
North Hampton, NH 03862

Chief Lejoie;

The proposed price for the E-One e-Max as specified is \$707,945.00
This includes E-One's price increase in January

This price includes.

- A 100% performance bond
- All transportation charges
- Training for the North Hampton Fire / Rescue
- Lettering
- (2) 10' sections of hard suction hose
- Ladders, 24' 14' 10' attic, Alco-lite brand

Options:

If the Town of North Hampton chooses to make a 100% pre-payment a -\$18,000 discount may be taken from the purchase price.

\$689,945.00

Sincerely;

Bob Bernard

Bob Bernard



2181 Providence Highway
Walpole, MA 02081
508.668.3112
www.AllegianceFR.com

December 16th, 2021

Mark Cook
Deputy Fire Chief
Town of North Hampton
235 Atlantic Ave.
North Hampton, NH 03862

Deputy Cook,

Thank you for the opportunity to provide a price for your new pumper project. I understand that we came in \$50,000.00 more than a competitor and a decision was made to go with the competitor because of the price difference. When putting the Pierce PUC pumper up to any other competitor's product, there is no comparison. The REPTO driven pump and the features that come with it provide ease of use, service and a large amount of storage space, but with that comes a higher cost. I have rebuilt the spec with a traditional split shaft pump, enclosed pump house and hatch compartments to be comparable with the competitors.

Pricing for the proposed Pierce Enforcer 1000 gallon pumper is as follows:

2022 Sourcewell Pricing: **\$657,154.00**
Estimated pre-payment discount: **-\$17,224.00**
Total: **\$639,930.00**

This is a difference of **\$51,684.00** from the PUC price. This price is valid until March 31st, 2022.

This includes true Hot Dipped Galvanized frame rails, not powder coated like many of the competitors use. Also included are painted full height/full depth compartments, 21" wide hatch compartments, 60" cab length and a short lead time.

I hope you will reconsider our proposal so you and your members can serve the community of North Hampton in a Pierce fire apparatus where build quality and fit & finish far exceed the expectations.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Hilton".

Nick Hilton
Allegiance Fire & Rescue
New Hampshire Sales Representative
508-245-4509



North Hampton Fire Department
235 Atlantic Avenue
North Hampton, NH 03862



Date: October 7, 2021

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the North Hampton Fire Department, hereinafter called the Buyer and an officer of Rosenbauer Minnesota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$676,817.00 each
Gross due upon completion and delivery total	TOTAL \$676,817.00

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 395 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 200 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622



PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of Minnesota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in Minnesota. The parties agree that this agreement bears a rational relationship to the State of Minnesota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: Specialty Vehicles, Inc.

Sales Rep: Joseph Bevilacqua

Buyer:

We accept the above proposal and enter into contract with signature below.

Title: _____

Title: _____

Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer Minnesota, LLC

Title: _____

Date

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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**APPENDIX C
CHANGE ORDER POLICY**

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

- RBM Chassis 0-60 days
- RBA Aerial 0-60 days
- Rosenbauer Body 0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

- RBM Chassis 61-75 days
- RBA Aerial 61-75 days
- Rosenbauer Body 61-120 days

Change Window #3

changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

- RBM Chassis 76-120 days
- RBA Aerial 76-120 days
- Rosenbauer Body 121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

- RBM Chassis After 120 days
- RBA Aerial After 120 days
- Rosenbauer Body After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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FREMONT, NEBRASKA 68025
P: 402.721.7622

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

**CURRENT BEACH PARKING RULES
ADOPTED MARCH 10, 2014**

No votes or actions taken by the Select Board.

Motion by Selectman Wilson to adjourn the meeting. Chair Maggiore objected. Motion fails 0-3.

Motion by Selectman Wilson to consider new business after 9:00 PM. Seconded by Selectman Miller. Motion carries 3-0.

7.5 Large Assembly Permit Application – American Lung Association

Sean MacWilliam, representing the American Lung Association gave the Select Board an overview of the proposed cycling event on Sunday, May 4, 2014. He noted that the section of the race that proceeds through North Hampton has not changed from last year, and safety remains their number one priority.

Chief Page stated the American Lung Association has always complied with the regulations and has had no problems with the event.

Motion by Selectman Miller to approve the Large Assembly Permit Application for the American Lung Association. Seconded by Selectman Wilson. Motion carries 3-0.

Motion by Selectman Wilson to approve the use of the Town Green as a rest stop during the American Lung Association event. Seconded by Selectman Miller. Motion carries 3-0.

7.6 North Hampton State Beach Parking Requirements

Chair Maggiore read a letter from Pat Meyers regarding the requirements of obtaining a beach parking sticker.

Selectman Wilson stated he would suggest that in order to purchase a beach parking sticker, you must present either a North Hampton car registration or a copy of a property tax bill.

The Select Board discussed several scenarios to come to a conclusion on how to distinguish between those that should and should not be allowed to purchase a beach parking sticker.

Town Administrator Apple suggested the Select Board allow him to make the decision should a question arise from the Town Clerk or Administrative staff regarding eligibility for a beach parking sticker. If someone is denied a beach parking sticker, and so chooses, they may appeal to the Select Board. He further stated that his guidance will be: if they own residential property in the town, reside year round they are eligible; if they own residential property in town, register their car in town but only reside part time, they are eligible; if they don't have their motor vehicle registration but can provide some other reasonable proof of residency they are eligible; if they rent their property they are not eligible, but their renters are.



Motion by Selectman Wilson to direct the Town Administrator to articulate a policy to allow the issuance of beach parking stickers to individuals who own residential property that reside in town and can provide a North Hampton motor vehicle registration; to authorize beach parking stickers to individuals that own residential property and reside in North Hampton for more than half a year, and possess a North Hampton motor vehicle registration; authorize beach parking stickers to individuals that own residential property owners that reside in North Hampton for less than half a year and rent the property, the owner would not be eligible but the renter would; if an individual owns residential property in North Hampton and resides there for less than 180 days the decision to sell a beach parking sticker would be left to the Town Administrator to make that determination, with an appeal to the Select Board if they disagree with the decision. Seconded by Selectman Miller. Motion carries 3-0.

8. Closing Comments

8.1 Closing Comments by Visitors

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

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

PROPOSED BEACH PARKING RULES

1 **North Hampton State Beach Parking Permit Requirements – DRAFT**

2
3
4 The following requirements apply to purchasing beach parking permits:

- 5
- 6 ❖ Property owners and those residents that lease or rent property in the Town of North
7 Hampton may purchase a beach parking permit.
 - 8
 - 9 ❖ North Hampton property owners who do not permanently reside in North Hampton must
10 present a valid vehicle registration.
 - 11
 - 12 ❖ Post Office Boxes are not sufficient to establish eligibility for a beach permit.
 - 13
 - 14 ❖ Commercial plates are not eligible for beach parking permits.
 - 15
 - 16 ❖ A registration for the vehicle on which the beach parking permit is to be affixed must be
17 provided for each permit requested.
 - 18
 - 19 ❖ All beach parking permits must be permanently affixed to assigned vehicles as indicated
20 on the permit.
 - 21
 - 22 ❖ Any alteration or transference of a beach parking permit to another vehicle other than the
23 vehicle it was assigned to is a violation and is punishable by a \$100 fine in accordance
24 with the North Hampton parking ordinance updated on July 11, 2011.

25

26 *Property owners is defined as any person(s) owning a dwelling/structure within the town.

27 **Residents are property owners living in their property or lessees with a year-round agreement
28 or seasonal lease and/or qualified to become a registered voter in North Hampton, and the North
29 Hampton address is the legal address listed on the vehicle’s registration.

30
31



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dncr.nh.gov
Web: www.nhstateparks.org

March 10, 2022

SENT VIA EMAIL

Dear Sir,

Terms of Use. Since the 1950's, when NH Route 1A was widened and the parking areas in front of the hotels located along Ocean Boulevard/NH Rte. 1A were eliminated, the State has made provisions to lease its parking spaces to those establishments located along Ocean Boulevard that provide oceanfront seasonal, overnight lodging and accommodations to the general public.

Federal grant funding used at Hampton Beach requires access for the general public and prohibits exclusive use. Use other than that permitted under the parking lease program is cause for termination of the lease. The permitted use has not changed. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.

Lease Application. Enclosed, please find information on the NH Division of Parks and Recreation, Seacoast Area Parking Lease Program. Any changes to the Agreement provisions are shown in *italics*. **The lease application deadline is April 8, 2022, with the first payment due on June 1, 2022.**

Lease Rate. The "Policies and Rates" page reflects the 2022 rates for leased parking spaces. As relayed to you previously, the annual reevaluation of and basis for establishing the lease rate are to comply with the results of a legislative audit review of the program.

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

Lease Term. The term of the lease period is from April 1, 2022, through October 31, 2022. The Division may extend seasonal operations at its discretion.

Lease Payments. The first payment of 50% of the balance is due June 1, 2022. The final payment of the remaining balance is due July 15, 2022. Late payments shall incur a 5% late fee on the outstanding balance. The Division reserves its right to remove the "Leased" parking signs when payments are not received by the due date.

Please feel free to contact me or the program specialist, Dee Dee Hanson at 603-271-2944 or diane.d.hanson@dncr.nh.gov with any questions you may have.

Sincerely,

Michael Housman
Supervisor of Park Operations

Enclosures

PAB/dh-03112022



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

SEACOAST AREA PARKING LEASE PROGRAM POLICIES AND RATES

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

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

APPLICATIONS: Lodging establishments interested in renewing a lease for parking spaces must be a registered business in "good standing" with the Secretary of State and shall submit a lease application and a copy of their certificate of rental occupancy from the Town. Materials must be sent to the State at the above address by the **April 8, 2022, application deadline.**

RATES: The State reserves the right to increase its lease rates annually, based upon its current standard parking pricing and day use occupancy. **The period covered by the lease shall be April 1, 2022, through October 31, 2022,** subject to extended seasonal operations at the discretion of the State. The 2022 Lease Rates are as follows:

Location	Streets	Space #'s	Rate per space
Hampton Seashell South	Seashell to Haverhill St	200-300	\$ 2,204.00
Hampton Seashell North Area 1	Memorial to Church St. S	600-800	\$ 1,718.00
Hampton Seashell North Area 2	Church St. N to End of Beach		\$ 870.00
Hampton Seashell North Area 3	End of Beach to Rocky Bend		\$ 538.00
North Beach	Boars Head to High Street		\$ 663.00
North Hampton State Beach			\$ 1,176.00

*Each space shall accommodate one standard passenger vehicle only.

PAYMENTS: 50% of the full lease amount is due no later than June 1, 2022. The final installment is due no later than July 15, 2022. If payments are not received by due dates, the State shall impose a 5% late fee on the balance due, remove the "leased" signs and revert the parking space to general public use. No contract for lease of parking spaces shall be considered executed prior to State approval and receipt of the 1st payment.

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

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

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

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



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

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT

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

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

Federal grant funding used at Hampton Beach requires access for the general public and prohibits exclusive use. Use other than that permitted under the parking lease program is cause for termination of the lease. The permitted use has not changed. No leasing rights shall be inherited, transferred, sublet, or resold, without prior written permission from the State.
- This lease application is issued under the authority of the Commissioner, Department of Natural and Cultural Resources ("State"), by the Director of the Division of Parks and Recreation ("Director").
- The lease shall be valid only upon signed approval by the Director and receipt of payments.
- The period covered by this lease shall be April 1, 2022 through October 31, 2022.** The Division retains its right to adjust the parking operating season, and shall notify its Lessees of any changes.
- Payments shall be made payable to "Treasurer, State of New Hampshire."
50% of the Total Amount Due shall be paid not later than June 1, 2022. The remaining 50% of the Total Amount Due shall be paid not later than July 15, 2022.
- A late fee of 5% of any outstanding balance shall be imposed if payment is not received by the due date. If payments are not received by due dates, the State shall remove the "leased" signs and revert the parking space to general public use. The State reserves its right to forward to the Attorney General's Office for collection, a Lessee with outstanding balances.
- Parking spaces shall be assigned by the State and shall be for exclusive use of the Lessee and his/ her business patrons only. Unless expressly granted by the State, each space shall accommodate one standard passenger vehicle only. No leases or assigned parking spaces shall be inherited, transferred, re-assigned, sublet or rented to another party without prior written consent from the Director, whose decision shall be final.
- The State shall install appropriate signs to identify the assigned leased space, following a fully executed Lease Agreement. "Leased" signs may be installed prior to a fully executed lease agreement for returning Lessees who have fulfilled all obligations under a prior lease, at the discretion of the State. No signs shall be erected or improvements made by the Lessee.
- The Lessee shall assume full responsibility and liability for enforcement, and for towing of illegally parked vehicles in its assigned leased parking spaces. The State reserves its right to ticket illegally parked vehicles in such leased parking spaces.**
- Violation of any terms of the Lease, including the terms for payment *and purpose of use*, may result in immediate termination of the Lease and removal of "Leased" signs, at the discretion of the Director.
- The Lessee shall agree to defend, indemnify and hold harmless the State of New Hampshire against any and all claims resulting from the Lessee's and his/her guests' use of the leased parking spaces.

12. All property of every kind, including leased parking spaces, are provided "as is" and shall be at the sole risk of the Lessee. The State makes no warranty of suitability of use and shall not be liable to the Lessee or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to leased parking spaces or any part thereof, including, but not limited to, any loss of income for any agreement that may not take place for whatever reason due to an emergency, unforeseeable situation, or weather.
13. The Lessee agrees to hold the State, including the Department of Natural and Cultural Resources, Division of Parks and Recreation, harmless with respect to taxes levied against the premises subject to this lease as a consequence of the application of RSA 72:23-I. The Lessee agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this lease in accordance with the provision of RSA 72:23-I. In the event the Lessee shares a larger parcel of land with other Lessees, he/she shall be obligated to pay only his/her prorated share of any such taxes. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease by the State. The Lessee shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23-I as a result of Lessee's failure to pay said taxes.

SEACOAST AREA PARKING LEASE PROGRAM APPLICATION & AGREEMENT – 2022

PLEASE PRINT LEGIBLY

Number of parking spaces requested: 20 Location(s): North Hampton State Beach

Business Name: Town of North Hampton

Name of Business Owner: _____

Name of Authorized Agent: Michael J Tully, Town Administrator

(if applicable)
Daytime Phone: 603-964-8087

Email: mtully@northhampton-nh.gov

SEACOAST Property Address: 233 Atlantic Ave

MAILING Address: North Hampton, NH 03862

(if different from above)

I hereby attest that I am the duly authorized signatory, and agree to abide by and uphold the Seacoast Area Parking Lease Program policies, provisions and regulations outlined in the policies and application. I agree that the leased parking spaces are a privilege, granted for the sole purpose of providing parking for short-term overnight lodgers of the above-named business only.

Owner or Authorized Agent [Signature] 3/15/22
Signature (DULY AUTHORIZED) Date

Please mail the following documents to the address shown on page one, DUE BY April 20, 2022:

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

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

DO NOT WRITE IN THIS SPACE – FOR DIVISION USE ONLY

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

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

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

FIRST PAYMENT OF 50% DUE BY JUNE 1, 2022: Recvd: _____ Amt \$ _____ Ck# _____

FINAL PAYMENT of 50% DUE BY JULY 15, 2022: Recvd: _____ Amt \$ _____ Ck# _____

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

Town of North Hampton
 Beach Parking Lease & Permit Analysis
 2022

Calendar Year	Revenue			Expenses					Net Income (Loss)
	Cost per Permit	Permits Issued	Permit Revenue	Parking Space	Parking Spaces	State Lease Payments	Permit Printing	Total Expenses	
2010	\$ 20.00	647	\$ 12,930.00	\$ 425.00	20	\$ 8,500.00	\$ 380.50	\$ 8,880.50	\$ 4,049.50
2011	\$ 25.00	652	\$ 16,300.00	\$ 425.00	20	\$ 8,500.00	\$ 385.00	\$ 8,885.00	\$ 7,415.00
2012	\$ 25.00	681	\$ 17,025.00	\$ 485.00	20	\$ 9,700.00	\$ 387.00	\$ 10,087.00	\$ 6,938.00
2013	\$ 30.00	697	\$ 20,910.00	\$ 667.00	20	\$ 13,340.00	\$ 510.00	\$ 13,850.00	\$ 7,060.00
2014	\$ 30.00	709	\$ 21,270.00	\$ 777.00	20	\$ 15,540.00	\$ 398.00	\$ 15,938.00	\$ 5,332.00
2015	\$ 32.00	646	\$ 20,674.00	\$ 836.00	20	\$ 16,720.00	\$ 397.00	\$ 17,117.00	\$ 3,557.00
2016	\$ 32.00	691	\$ 22,112.00	\$ 866.00	20	\$ 17,320.00	\$ 390.00	\$ 17,710.00	\$ 4,402.00
2017	\$ 35.00	699	\$ 24,457.00	\$ 980.00	20	\$ 19,600.00	\$ 390.00	\$ 19,990.00	\$ 4,467.00
2018	\$ 35.00	733	\$ 25,655.00	\$ 933.00	20	\$ 18,660.00	\$ 390.00	\$ 19,050.00	\$ 6,605.00
2019	\$ 35.00	862	\$ 30,158.00	\$ 954.00	20	\$ 19,080.00	\$ 459.00	\$ 19,539.00	\$ 10,619.00
2020	\$ 35.00	888	\$ 31,085.00	\$ 976.00	20	\$ 18,540.00	\$ 557.00	\$ 19,097.00	\$ 11,988.00
2021	\$ 35.00	1276	\$ 44,660.00	\$ 1,102.00	20	\$ 22,040.00	\$ 951.00	\$ 22,991.00	\$ 21,669.00

Note: The 2020 State lease payment of \$19,520 was paid in full in March 2020 but \$980 was partially refunded in July 2020 due to COVID restrictions.

Total	N/A	9180	\$ 287,236.00	N/A	N/A	\$ 187,540.00	\$ 5,594.50	\$ 193,134.50	\$ 94,101.50
Average	\$ 30.75	765	\$ 23,936.33	\$ 785.50	20	\$ 15,628.33	\$ 466.21	\$ 16,094.54	\$ 7,841.79

If the Town sells an average # of permits:

2022 A	\$ 35.00	765	\$ 26,775.39	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 2,551.39
2022 B	\$ 36.00	765	\$ 27,540.40	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 3,316.40
2022 C	\$ 37.00	765	\$ 28,305.41	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 4,081.41
2022 D	\$ 38.00	765	\$ 29,070.42	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 4,846.42
2022 E	\$ 39.00	765	\$ 29,835.44	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 5,611.44
2022 F	\$ 40.00	765	\$ 30,600.45	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 6,376.45

If the Town sells the same number of permits as the prior year:

2022 A	\$ 35.00	1276	\$ 44,660.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 20,436.00
2022 B	\$ 36.00	1276	\$ 45,936.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 21,712.00
2022 C	\$ 37.00	1276	\$ 47,212.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 22,988.00
2022 D	\$ 38.00	1276	\$ 48,488.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 24,264.00
2022 E	\$ 39.00	1276	\$ 49,764.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 25,540.00
2022 F	\$ 40.00	1276	\$ 51,040.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 26,816.00



PEST ALERT

State of New Hampshire
Department of Resources and Economic Development
Division of Forests and Lands
Forest Protection Bureau—Forest Health Section

Red Pine Scale

Matsucoccus resinosa

Host: Red Pine (*Pinus resinosa*) in the US

Distribution: Throughout southern New England, New York, New Jersey and eastern Pennsylvania. First reported in Connecticut in 1946 and New Hampshire in 2012. Most likely it was introduced to the US on exotic pines planted at the NY World's Fair in 1939.

Identifying symptoms: Foliage color changes slowly from light green to yellow to red appearing first on individual branches on the lower part of the crown then gradually over the entire crown. Masses of cottony white filaments become visible on the branches when infestations are heavy. Weakened trees may also be attacked by bark beetles causing rapid tree mortality.

Life History: The red pine scale has two generations per year. Adult females are brownish red and wingless. Preadult males resemble females but are smaller and soon after emergence become true winged adults inside a waxy cocoon. Although adult males are winged they do not fly. The summer generation lay their eggs in early spring and these mature in early August to lay the Fall generation. First stage larvae resemble adult females but are smaller and transform into an intermediate legless stage. The fall generation overwinters as first stage crawlers under bark scales and become adults the following Spring.



Intermediate stage nymphs



Symptomatic pines at Bear Brook State Park

Control: Several species of native predators attack red pine scale but are not abundant enough for effective control. Trials in Connecticut of introduced predators have also been ineffective. There are no effective chemical controls for plantations. Maintaining tree vigor may aid in slowing tree mortality and attack by bark beetles but avoid fertilizing as this only favors the scale. Harvesting during winter months will prevent spread of the scale.

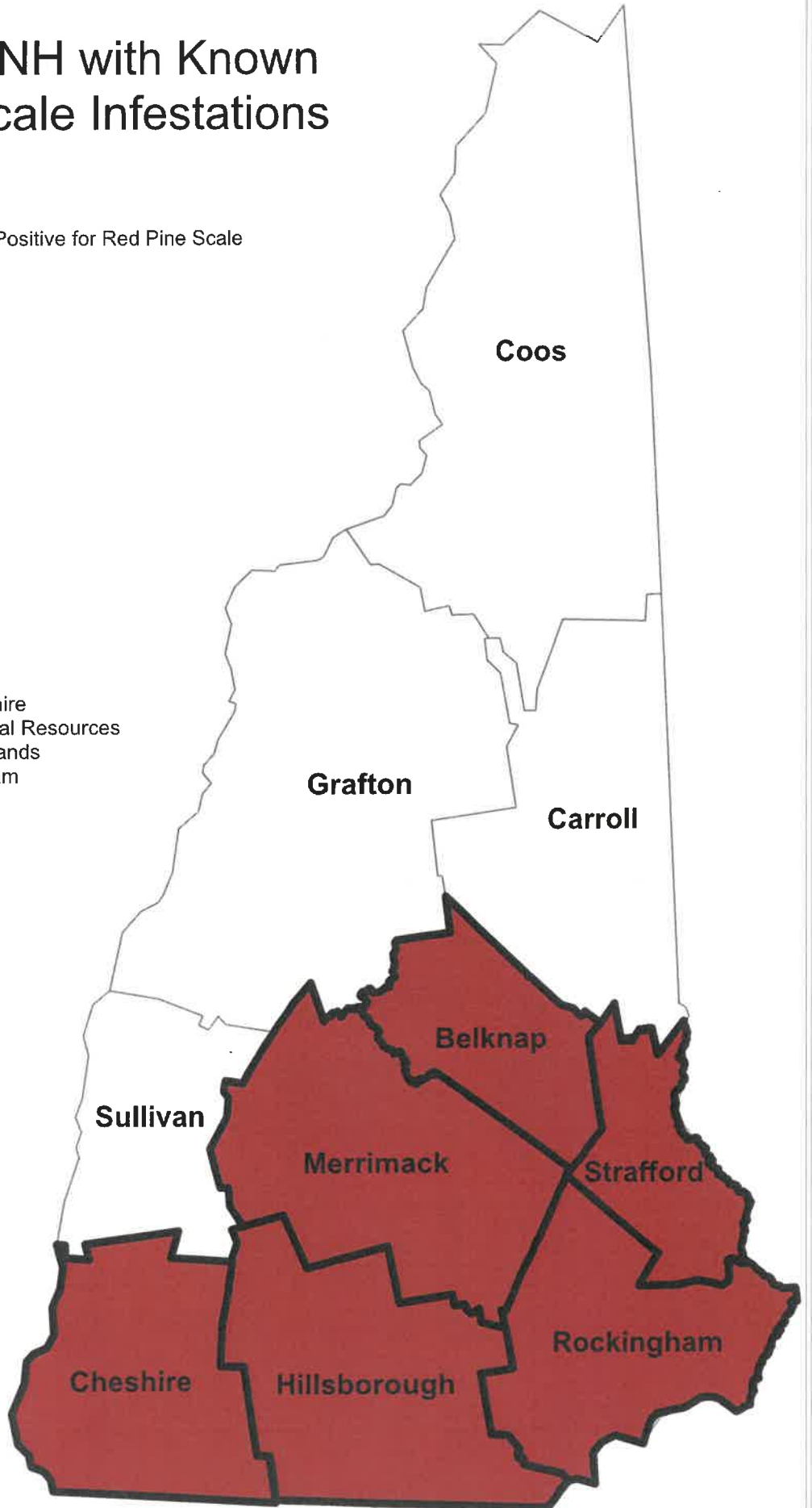
Other Notable Pests: There are two other known piercing and sucking insects on red pine in the northeast. Both are adelgids and one is exotic and believed to have arrived with the red pine scale. *Pineus coloradensis* is native and feeds on the needles. *Pineus boernerii* is exotic and feeds on the needles as well as the branches and may be confused with the red pine scale. Damage has not been noted by either of these insects.

Counties in NH with Known Red Pine Scale Infestations

 Counties Positive for Red Pine Scale



State of New Hampshire
Department of Natural & Cultural Resources
Division of Forests & Lands
Forest Health Program



Jen Weimer
24 March 2021







Red Pine Management Guide

A handbook to red pine management in the North Central Region



This guide is also available online at:

<http://ncrs.fs.fed.us/fmg/nfgm/rp>

A cooperative project of:



North Central Research Station



Northeastern Area State & Private Forestry



Department of Forest Resources, University of Minnesota

Forest Health

Forest health

Past management guides have viewed red pine as a species with fewer insect and disease related concerns than other Lake States conifers. It does not have a major defoliator such as the jack pine budworm that damages older jack pine stands on a regular basis. Nor does it have a major pathogen such as blister rust in white pine that can kill large numbers of trees. Its more common disease problems tend to be subtle, such as periodic outbreaks of shoot blights that kill and deform seedlings and small trees. These epidemics occur infrequently and are often forgotten during the intervening non-epidemic years. Though red pine does not have what many would regard as a single major pest problem, it does have an array of insects and diseases that can, on occasion, cause significant damage.

Mammal caused damage is generally minimal in red pine. Pocket gophers can eat the roots of seedlings and young trees causing extensive damage in isolated plantations in some locations in the Lakes States. Deer browsing is rarely a significant problem on red pine.

Weather events can cause significant damage and can create conditions conducive to widespread disease epidemics. Drought and hail damage both favor outbreaks of *Diplodia* shoot blight and canker. Persistent wet weather, especially in the spring and early summer often results in *Sirococcus* shoot blight epidemics, especially in northern parts of Wisconsin and Minnesota, and Michigan's Upper Peninsula. Damage from heavy snow, ice, and wind is relatively common in dense plantations where trees have developed small crowns.

The most common damaging insects have been associated with seedlings and young stands. As long as older plantations are thinned on a regular cycle of 10-15 years, tree growth and vigor is generally maintained and tree mortality and/or growth loss is minimal.

Several diseases have become widespread because of inadvertent planting of infected nursery stock. The severity of some of these diseases has increased because of environmental and site factors that are favorable for pathogen development and spread.

In the Great Lakes region, red pine largely has been managed in monoculture plantations. Even natural stands are often relatively pure. Any tree species growing in largely pure stands is inherently at risk to outbreaks of insects or diseases. This concern is further compounded with red pine since the species has very limited genetic diversity. Fortunately, no major insect or disease threatens the existing resource at this time, though that could change with the introduction of an exotic species. Managers do have opportunities to develop diversity within existing plantations as well as when establishing new red pine stands. This process should reduce some of the risk associated with largely pure red pine stands.

It is often possible to manage red pine to reduce insect and disease risk and minimize losses. The emphasis should be on long-term strategies that prevent or reduce the risk of pest outbreaks. It is generally easier to prevent problems than it is to deal with an ongoing outbreak.

Detailed information on specific pest problems in red pine are described and discussed in the section titled Specific Pest Concerns. Pests are described based upon what part of a tree they damage. This section provides links to additional management guides and identification aides. Further pest information can also be obtained in a section on Pest Problems and Stand Development. This section details specific pest problems that are most likely to occur during various stages in the stand development of red pine.

Specific pest concerns

Red pine has an array of specific pest concerns that can influence management of the species. The most

commonly encountered concerns are highlighted below. The following discussion is organized by the part of the tree damaged. Specific insects, pathogens and mammals damage different parts of trees including needles, shoots and branches, roots and the root collar region, main stem, and seeds and cones. This is done to assist managers in identifying pest problems. Photographs are included for further assistance. A number of links are provided as well, where available these should provide more detailed information.

Red pine diseases are discussed in detail in a publication titled, Pocket guide to red pine diseases and their management. This is available electronically. Detailed pine pest insect guides for the Great Lakes region have also been developed. One of the best is "Insects of eastern pines". It is not available electronically. Complete references for all of the disease and insect guides are listed in the section, Sources of Technical Information."

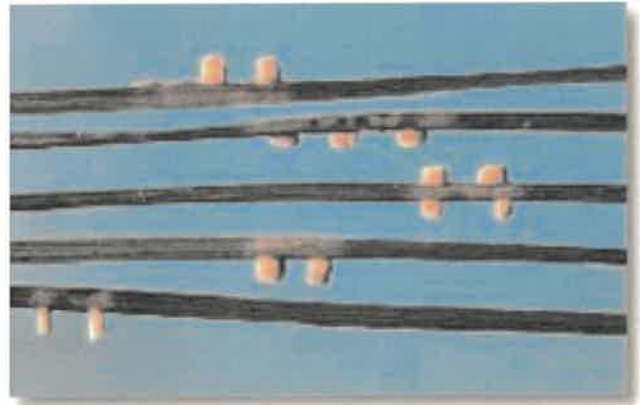
It can be hard to generalize but damage to the roots and root collar region, and the main stem, is much more significant than damage elsewhere on a tree. Branch and twig damage can affect overall form but on larger trees this is rarely lethal. Needle loss can reduce growth rates but unless trees are defoliated completely, i.e. lose both old and new needles, tree mortality rarely occurs. Seed and cone insects are only a concern when regeneration from seed is an objective.

Needle damage

Needle diseases

Needle diseases such as Lophodermium needle cast and pine needle rust can be found on young trees but seldom cause significant damage.

Lophodermium needle cast, *Lophodermium seditiosum*, is primarily a problem in nurseries where it can defoliate and kill seedlings. On older trees it tends to affect needles in the lower crown. If not controlled in the nursery, infected trees can be inadvertently shipped and planted in the field. Spores are released from fruit bodies on killed needles in late summer and early fall and windblown to susceptible current-year needles where infection and fungus development takes place. The fungus overwinters in these needles that eventually turn brown and are cast early the following summer.



Spore structures of pine needle rust on red pine needles.

Pine needle rust, *Coleosporium asterum*, requires two hosts in its life cycle, red pine and an alternate host, either goldenrod or big leaf aster. Spores that develop on infected needles are wind borne and infect alternate hosts in early summer. These spores cannot infect other pines. Another spore type develops on the alternate host, it is this spore that infects pine needles in late summer. The fungus overwinters in infected needles completing the disease cycle. Pine needle rust is most severe on sites where alternate hosts are abundant. On these sites, seedlings and small trees can suffer growth loss and on rare occasions, mortality. Needle rust can be reduced by avoiding planting sites with goldenrod and aster unless they can be removed by mowing or with the use of a registered herbicide.

Needle feeding insects

Red pine does not have a major insect defoliator that erupts into regional outbreaks. However, there are defoliators that undergo localized outbreaks, causing growth loss and on occasion, tree mortality. Redheaded pine sawfly is the most likely species to cause significant damage. Pine tussock moth feeding can also kill trees.

The following insect defoliators can be divided into groups that feed during different times of the year. The species that feed very early in the spring are limited to eating older needles from previous years. Insects feeding in the late spring, summer and fall have the opportunity to eat both new needles as well as older needles. The few species that will eat both the new and old foliage are the greatest concern, this includes the redheaded pine sawfly and pine tussock moth.

Early spring needle feeders - Both red pine sawfly, *Neodiprion nanulus nanulus*, and European pine sawfly, *Neodiprion sertifer* feed very early in the spring, prior to new needle expansion. Larvae of the two species look very similar. Only needles from previous years are eaten and therefore, damage is minimal. The European pine sawfly is an exotic species that is limited to warmer parts of the region, specifically the southern half of Wisconsin, southern one-third of Minnesota, and the Lower Peninsula of Michigan.

Late spring needle feeders - Jack pine budworm, *Choristoneura pinus pinus*, is a major pest of jack pine. However, it will, on occasion, be found feeding on red pine needles. Outbreaks are cyclic, occurring every 7-11 years, each outbreak tends to last 1-3 years. In red pine, growth loss and top-kill can occur. Red pine trees growing in close association with jack pine are most likely to be infested though infestations can occur in pure red pine stands.

Pine tussock moth, *Dasychira plagiata*, has infrequent outbreaks that have been generally restricted to northwestern Wisconsin. These outbreaks tend to be short-lived, usually one year. However, trees are often stripped of both old and new needles and tree mortality can be significant.

Summer needle feeders - Redheaded pine sawfly, *Neodiprion lecontei*, outbreaks have occurred throughout the Lake States. Heavy feeding is more prevalent on young trees (< 20 ft tall), and on sites that would be defined as stressful for red pine. These sites include highly disturbed sandy areas, frost pockets, and along hardwood edges. This sawfly can kill large numbers of young pine during outbreak periods.

Pine webworm, *Tetralopa robustella*, forms conspicuous nests of excrement held together with silk. Though commonly encountered in young plantations in the Great Lakes region, large outbreaks have not been reported and damage is generally minimal.



European pine sawfly larvae.



Jack pine budworm, late instar larva.



Redheaded pine sawfly larvae.

Late summer/fall needle feeders - Feeding by the red-pine needle midge, *Thecodiplosis piniresinosae*, occurs throughout the summer, but the characteristic needle browning does not develop until late fall. In early summer, midge larvae tunnel into the base of needle fascicles. Feeding causes premature needle mortality referred to as fall browning or needle droop. Damage is often concentrated in the tops of young trees where terminal mortality can occur. Persistent midge populations have been associated with plantations growing on poor quality red pine sites, basically very dry, nutrient poor sandy soils. Outbreaks have been reported in parts of central and western Wisconsin.

Shoot and branch damage

Shoot blight and canker diseases

In the Lake States region, red pine trees are often invaded by two fungi that can kill shoots and develop into cankers on larger branches and main stems of trees. *Diplodia* shoot blight and canker and *Sirococcus* shoot blight are two of the most important diseases of red pine. They can be prevalent on trees of all ages but the most significant damage is generally restricted to seedlings and saplings. Both pathogens have unpredictable outbreak patterns that are often dictated by weather events. *Diplodia* outbreaks tend to occur during droughts or following hail storms, while *Sirococcus* outbreaks often occur following cool, wet spring weather. During outbreaks many seedlings and small trees can be killed or deformed. Multi-cohort red pine management, or growing small red pine under larger red pine, will increase the risk of disease development. This is because spores produced on infected large trees are rain-splashed onto seedlings and smaller trees growing below them.

Diplodia shoot blight and canker (also referred to as *Sphaeropsis*) is caused by the fungus *Diplodia pinea*. The fungus causes shoot blight on large trees, shoot blight and cankers on sapling and pole-sized trees, and shoot blight and collar rot on seedlings. Trees are infected through succulent shoot tissues, branch stubs and wounds. The fungus can grow from infected shoots into branch and stem wood where cankers develop, often girdling and killing trees.

Diplodia is often an episodic disease, existing at low levels for years in some areas without causing significant injury to trees. Some evidence even indicates that many trees carry latent infections that do not express themselves until a stress event occurs. Weather can play a major role in the epidemiology of this disease. Epidemics are often preceded by several years of drought, which stresses trees making them susceptible to *Diplodia* infection. Epidemics are often initiated locally after hailstorms, which create wounds in branches and stems that can be quickly exploited by the pathogen. This type of scenario, hail damage and a *Diplodia* outbreak, can destroy entire plantations in 1 - 2 years.

Infected reserve trees and red pine windbreaks are often the sources of fungal inoculum. Spores are released from fruiting bodies on infected bark, needles and cones during wet weather and are disseminated to adjacent trees. Therefore, growing small red pine trees near larger infected trees is risky.

Planting seedlings that were infected in a nursery but not displaying disease



Pine webworm nest.



Diplodia shoot blight damage (USFS).



Diplodia canker on the main stem (USFS).

symptoms at the time of shipment has likely contributed to the widespread occurrence of this disease. The risk of Diplodia can be reduced by planting healthy stock obtained from nurseries known to protect seedlings from infection and by not planting or growing red pine near infected trees. Since this pathogen is especially damaging on stressed trees, avoid planting red pine on very dry, nutrient poor sites. These would be areas where jack pine would probably be more appropriate. Control of competing vegetation to maintain high tree vigor can also reduce disease impact.

Sirococcus shoot blight is caused by the fungus *Sirococcus conigenus*. Epidemics occur periodically, closely following extended periods of wet spring weather. Damage can be significant. Young red pine seedlings and saplings can be killed outright. Many trees are deformed by the loss of shoots and smaller branches. Trees growing under or adjacent to infected red pine can be severely damaged when conditions are optimum for fungus dissemination and development. Sirococcus shoot blight is most likely to be a problem in northern parts of Wisconsin and Minnesota and in Michigan's Upper Peninsula.

Spores are released in spring and early summer from fruiting bodies that developed on the previous year's infected shoots. The fungus infects needles and grows into current year's shoots. It is not uncommon to have trees and individual shoots infected by both *Sirococcus* and *Diplodia*, collectively increasing damage and losses from these diseases.

Similar to *Diplodia*, outbreaks of *Sirococcus* are episodic and the incidence and severity of the disease can rapidly increase. Removing infected overstory trees and pruning infected shoots on understory trees before spore dispersal in early spring will reduce the major sources of inoculum and minimize future disease incidence.

Scleroderris canker, caused by the fungus *Gremmeniella abietina*, is a disease most serious on young trees, seldom causing damage to trees taller than 6 feet. The disease develops on lower branches under snow cover and the incidence and severity of the disease is generally greatest in frost pockets and in areas where deep snow accumulates.

Windblown spores are disseminated during wet weather from April to October. The spores infect buds and needles. Infected branch tips are usually dead by the following summer. The fungus can grow from the branch into the main stem where a canker develops that can girdle and kill young trees. The fungus produces a second spore stage that is disseminated by rain splash from killed branches to adjacent trees, increasing the disease incidence.

Preventing damage by *Scleroderris* canker begins with planting disease-free nursery stock and avoiding establishment of plantings on sites where *Scleroderris* canker is present or in frost pockets and cold air drainages where the disease can become most severe. Pruning the lower branches on infected and healthy trees will reduce disease incidence.

Shoot- and tip-mining insects

Shoot and tip-mining insects cause damage by affecting tree form and growth rates. Over most of the range of red pine, this group of insects would not be considered a major concern. However, there are two moth species that do cause



Sirococcus shoot blight damage.



Characteristic lower branch mortality due to scleroderris canker.

considerable damage in some areas. The European pine shoot moth occurs in warmer parts of Lower Michigan and the southeastern portions of Wisconsin. The red pine shoot moth is prevalent in areas dominated by outwash sands, such as the Central Sands region of Wisconsin.

European pine shoot moth, *Rhyacionia buoliana*, has been a pest in Lower Michigan since the 1950s. Larvae feed on buds and shoots. Damage occurs when a heavy infestation destroys the buds in the top whorl of young trees, creating twisted, multi-stemmed trees. Distribution of this insect is limited by its inability to survive cold winter weather. It can be found in Lower Michigan, southeastern Wisconsin, and a few other locations where consistently heavy snow cover provides insulation for winter survival. Many trees attacked and deformed when young do, over time, recover and grow into reasonably straight trees.

Red pine shoot moth, *Dioryctria resinosella*, was initially identified as a significant pest in the 1980s in the Central Sands region of Wisconsin. Larval shoot feeding resulted in height growth losses of 38-65% and radial growth losses of 16-42% over a 9-year epidemic period. Following outbreaks, tree crowns changed from straight-stemmed and conical to a bushy and flat-topped appearance. In some plantations, tree form was altered enough to make it difficult to develop products such as utility poles and cabin logs.

Management of shoot and tip moths can be difficult, very little can be done to limit damage in the areas susceptible to these two insects. On small trees, corrective pruning may be useful, especially on trees that have their terminal shoot damaged.

Sapsucking insects

Sapsucking insects can reduce tree health or vigor by removing large quantities of sap. But, what is more important, their feeding often creates wounds that eventually plug and permanently reduce sap flow through twigs and branches. Wound sites can also serve as entry points for pathogens. Sapsucking insects include aphids, adelgids and spittlebugs.

Saratoga spittlebug, *Aphrophora saratogensis*, has historically been the most significant insect pest of young red pine across northern portions of Michigan, Minnesota and Wisconsin. Outbreaks were prevalent in the 1950s through the early 1980s. Adult Saratoga spittlebugs insert their straw-like mouthparts into red pine shoots. Large spittlebug populations cause extensive wounding that can kill branches. Tree mortality can occur and plantation failures have been reported. High populations are associated with abundant sweetfern, the plant that serves as a host for the immature stage of the spittlebug. Planting red pine into areas where sweetfern is abundant creates a high risk of spittlebug attack. Several other plants can also serve as an alternate host including willows and raspberries/blackberries.



European pine shoot moth damage (USFS).



Red pine shoot moth damage.



Young tree dead in sweetfern.

Root and root collar damage

Root and root collar diseases

Armillaria root disease, caused by several species in the fungal genus *Armillaria*, is common on stressed and weakened trees. Many trees are probably infected with *Armillaria* but only exhibit symptoms when stressed by other factors. The fungus causes decay that kills roots. Decay can extend into the lower portions of the main stem. Root diseases often spread out from one infected tree to neighboring trees creating disease centers of dead and dying trees. Typical of root and butt rot diseases, affected trees are subject to wind throw. Damage is often prevalent on young trees growing on cutover hardwood sites. The stumps and dead and dying root systems of the hardwood trees provide a source of fungal inoculum that infects pine seedlings.

Mycelial white fans of the fungus found under the bark, at the base of recently dead or dying trees, is a reliable sign of the disease. Stunting and yellowing of infected trees are the first symptoms of disease. Mushrooms may develop at the base of infected trees in the fall.

To reduce the incidence of *Armillaria* root disease maintain high tree vigor and avoid planting red pine on sites with abundant hardwood stumps that may harbor the fungus.

Annosum root rot is caused by the fungus *Heterobasidion annosum* and like *Armillaria*, can result in centers of dead and dying trees. Although Annosum root rot has not been a widespread problem in red pine, the disease can potentially be damaging after thinning and harvesting in some stands. At this time Annosum root rot has been reported in Michigan and rarely in Wisconsin. It has not been observed in Minnesota. However, there is evidence that this disease is spreading in Wisconsin and is likely to be found soon in Minnesota red pine.

Infection takes place in the spring and fall through freshly cut stumps and fresh wounds. The fungus grows into the root systems and can spread underground to adjacent trees.

To reduce the risk of Annosum root disease conduct thinning and harvest operations during the winter. This should reduce the likelihood of infection by spores that can occur via fresh wounds. All fresh stumps on sites where the disease is present should be treated with borax (sodium tetraborate decahydrate) to prevent infection. Infected trees should be removed from the stand or burned to reduce fungal inoculum.

Inonotus root and butt rot caused by *Inonotus tomentosus* causes a root and butt rot of mature trees, but it can also damage seedlings and young trees on sites where the fungus was present in the previous stand. The fungus infects trees through wounded roots and root collars where a resinous canker will develop. Affected trees have reduced growth and are susceptible to wind throw.

On seedlings and small red pine trees, the fungus *Diplodia pinea* (*Diplodia*) can cause a canker type of injury at the root collar that can kill trees. *Diplodia* has caused extensive mortality of newly planted seedlings in some years, especially dry years. Seedlings can become infected in nursery beds prior to planting.



Young red pine killed by armillaria root disease.



Fruiting bodies of inonotus tomentosus root and butt rot. (B. Livingston)

Red pine plantations in some parts of the Great Lakes region often develop expanding pockets of dead and dying trees. Some of these pockets can be referred to as red pine pocket decline. The cause of these pockets has not been clearly determined but they appear to be related to a combination of root disease organisms and weevil species that feed on roots and the root collar region (see below) and bark beetles infesting the main stem. Most red pine pockets have been reported in areas dominated by outwash sands in Wisconsin, but this malady also occurs in Michigan and Minnesota.

Once established, pocket decline persists, creating slowly expanding pockets of dead and dying trees. These areas have reached several acres in size in some plantations. Control measures are under evaluation.

Root and root-collar insects

Several insects feed on the roots and in the root collar region of red pine. On occasion, some of these have been significant pests especially on seedlings. This includes white grubs, and several weevil species.

White grubs (Coleoptera:Scarabaeidae) are the immature stage of beetles referred to as May and June beetles. There are several different species of white grubs that can feed on pine roots. The grub stage, also referred to as larvae, live in the soil and feed on fine roots of many plants, including young pine. They have been responsible for planting failures throughout the Lake States region. Most damage has occurred when planting into existing sod. Damage to seedlings can occur at grub populations as low as 0.25 larvae per square foot of sod.

Pine root collar weevil, *Hylobius radialis*, can be a serious pest of young (5-15 year old) red pine. Larvae feed at the base of trees, the root collar region, where they can girdle trees or cause stem deformity. Heavily infested trees often break at the damaged site and tip over. Damage is associated with poorly stocked stands growing in heavy grass often on very sandy soils. Windbreak trees and trees growing along the edges of plantations are most likely to be infested. Scotch pine, *Pinus sylvestris*, is very susceptible to this weevil and red pine growing in association with Scotch pine is more likely to become infested.

The root tip weevil, *Hylobius rhizophagus*, is most often found attacking red pine growing in close association with jack pine. Jack pine is regarded as the main host for this weevil and its presence appears to attract the weevils into red pine stands. Interestingly, little damage is observed on jack pine but, infested red pine trees are often killed. Infested red pines have flagged (dead) branches and can appear stunted. The symptoms can be very similar to Saratoga spittlebug attacks or some of the shoot pathogens. Proof of root tip weevil attack consists of finding larvae or root damage. This weevil does not attack at the root collar, but feeds on the outer portions of the root systems.

Root and root collar weevils have been found associated with a decline syndrome called red pine pocket decline. These weevils along with a couple of bark beetle species (*Ips pini* and *Dendroctonus valens*) appear to play a role in introducing root invading fungi that initiate expanding pockets of mortality in plantations.



Characteristic mortality observed with red pine pocket decline. An Annosum root disease pocket can look very similar.



White grubs.



Pine root collar weevil infested trees have a constricted base and black, resinous stem at the soil line.

Root feeding mammals

Pocket gophers, *Geomys* spp., can eat the roots off young red pine trees. This damage tends to be isolated to sandier sites and often on areas dominated by grass cover. Damaged trees often tip over and can be easily pulled from the ground. In many instances the entire root system is chewed off. Traps and poisons can be used to eliminate gophers from an area. Large trees are not damaged.

Main stem damage

Stem decays

Extensive stem decay is not common in red pine, even very old trees generally have little decay. When decay is prevalent it is often associated with old fire scars.

Phellinus trunk rot is caused by the fungus *Phellinus pini*. It causes a white pocket rot of mature trees sometimes called red ring rot because of the color of the wood in the early stages of decay. Symptoms include swollen knots, punk knots (masses of brown fungal hyphae protruding from decayed branch stubs) and brown conks on trunks of infected trees. Infection is through wounds and broken branches. There are no effective control measures other than to avoid wounding trees.

Bark and wood infesting insects

Pine bark beetles in the genus *Ips* are found in association with almost every red pine that dies. They are generally viewed as secondary pests, meaning that in most cases they cannot successfully infest and kill a healthy, vigorous tree. Healthy red pine trees can defend themselves by producing pitch or resin. Trees stressed by drought, old age, fire injury, root disease or intense competition (dense plantations) produce little resin and become susceptible to attack.

Red pine is attacked by several species of *Ips* in the region. The most common is the pine engraver, *Ips pini*. Other species include *Ips grandicollis*, and *Ips perroti*. In general, *Ips* attacks rarely occur in plantations younger than 25 years of age. Past that point, outbreaks are often associated with lack of thinning and drought. In most situations, outbreaks are limited to small groups (3-5) of trees. However, during periods of significant drought, several acres of trees can be killed. Logging operations can also trigger local outbreaks. Freshly cut logs left in the woods in the spring and early summer can provide breeding material that produces large beetle populations. Population increases of 10-fold can occur in one growing season, with three generations of *Ips pini* possible. Thus, a local population of 1,000 can increase to 1,000,000 individuals in one season. A single downed large tree can produce as many as 80,000 beetles.

The red turpentine beetle, *Dendroctonus valens*, is a common bark beetle found attacking at the base of trees or attacking fresh stumps. Attacks occur from the ground-line up about 3-4 feet. Characteristic popcorn-like pitch tubes are diagnostic. These beetles are not considered tree killers but their tunnels and feeding further reduces tree vigor making infested trees susceptible to infestation by *Ips* bark beetles or *Armillaria* root disease.



Root tip weevil damage.



***Ips pini* nuptial chamber and egg gallery.**



Characteristic pitch tube that forms during a red turpentine beetle attack.

As mentioned earlier, Ips bark beetles along with the red turpentine beetle and several weevil species have been reported to be closely associated with the decline syndrome referred to as red pine pocket decline.

Bark feeding mammals

Porcupines, *Erethizon dorsatum*, do climb red pine trees and chew off large patches of bark. This can cause top-kill or outright tree mortality. Damage is most often isolated to a few individual trees but in some situations extensive damage can occur.

Seed and cone damage

Seed and cone insects

Red pine has an array of insects that attack its reproductive structures, especially developing second year cones. Cone insects can cause complete crop failures and can be a significant detriment to natural regeneration efforts. The most significant insect pest of red pine cones is the red pine cone beetle, *Conophthorus resinosa*. The population of cone beetles is controlled largely by the size of the annual cone crops. Cone beetle populations collapse to low levels during years with crop failures. Therefore, damage levels can be quite low in years that follow a cone crop failure. The greatest chance for significant damage follows several years of high cone production. Red pine cone beetles spend the winter on the forest floor in hollowed-out shoots. This behavior makes them susceptible to ground fires. Prescribed fire done prior to beetle emergence in the spring can kill overwintering cone beetles.

Pest problems & stand development

Specific insects, pathogens and mammals are more likely to cause damage at different stages of stand development. As an example, white grubs would be a concern during the seedling stage but would not cause problems for sapling, pole-sized or mature trees. This knowledge makes it easier to identify and manage specific problems. In red pine, most significant pest problems occur during the seedling and sapling stages. Pole-sized stands are generally relatively healthy.

Weather events can occur at any time and some may be more damaging at a given point in stand development. As an example, heavy, wet snow and ice accumulation often damages pole-sized stands most heavily, especially dense stands that have trees with small crowns and tall, thin stems. Wind damage can also be prevalent in these pole-sized stands for the same reasons. Hail injury can ignite a *Diplodia* outbreak in any age stand, but young trees are more likely to die because of their small size.

Table 1 lists the most commonly encountered insect and disease pests associated with various stages of stand development for red pine in the Great Lakes region.

Table 1: Insect and disease pests associated with different stages of red pine stand development.

Seedlings (1-5 years)	Saplings (6-20 years)	Pole-sized (21-50 years)	Mature and old growth (51-200+ years)
White grubs Diplodia shoot blight & canker Sirococcus shoot blight Armillaria root disease Scleroderris canker Lophodermium needle cast Pine needle rust Pocket gophers	Saratoga spittlebug Root collar weevil European pine shoot moth Redheaded pine sawfly Red pine sawfly European pine sawfly Pine tussock moth Pine webworm Diplodia shoot blight & canker Sirococcus shoot blight Armillaria root disease Scleroderris canker Lophodermium needle cast	Ips bark beetles Red turpentine beetle Root collar weevil Root tip weevil Red pine shoot moth Jack pine budworm Red pine needle midge Pine tussock moth Diplodia shoot blight & canker Armillaria root disease Annosum root rot Red pine pocket decline	Ips bark beetles Red turpentine beetle Red pine shoot moth Jack pine budworm Armillaria root disease Annosum root rot Red pine pocket decline Phellinus trunk rot Inonotus root rot and butt rot Diplodia shoot blight & canker

Seedlings (ages 1-5)

Seedlings have very small root systems that can be easily damaged by root feeding insects. In the Great Lakes region, white grubs are a common problem, especially when seedlings have been planted into existing sod.

Several disease problems can kill seedlings and very young trees. During epidemic years for Diplodia or Sirococcus, seedling mortality can be very extensive. Seedlings can be infected at a nursery, especially with Diplodia and die following planting. Infection can also occur in the field. This is most likely to occur when larger, infected trees are in close vicinity to seedlings. Outbreaks of these two diseases can be erratic in occurrence. Diplodia outbreaks often coincide with drought while Sirococcus outbreaks tend to occur following cool, wet spring weather.

Armillaria root disease can also be prevalent in some young plantations. In red pine it is often associated with the presence of hardwood stumps.



White grubs eat the fine roots and bark on pine root systems.

Pocket gophers can be destructive in some locations. Gophers feed on pine roots killing seedlings and young trees. Damaged trees can have their entire root system consumed.

Sapling stands (prior to crown closure, ages 6-20)

In some situations, insect caused damage in sapling stands can be extensive. Cases of plantation failure have been reported, most often due to infestations of Saratoga spittlebug on sites dominated by sweetfern. Many of these sites have been frost pockets.

Root collar weevil can also be a serious pest of young red pine, often on nutrient-deficient sites. Poorly planted trees with j-roots are very susceptible as are trees growing in heavy sod. Scotch pine is a favored host of this weevil and its presence may increase the likelihood of attack on red pine.

Defoliators are an infrequent problem, but outbreaks of redheaded pine sawfly or pine tussock moth can kill young trees. Localized outbreaks of redheaded pine sawfly are most often associated with either dry nutrient poor sites or mesic nutrient rich sites. Nutrient rich sites often develop excessive competition for young red pine.

Shoot-mining insects do occur in young red pine stands but, they would be considered relatively minor pests. European pine shoot moth damages the terminal bud and can cause distorted growth. However, it does not occur over most of the range of red pine. Red pine shoot moth attacks can begin in plantations prior to crown-closure but, most outbreaks have been reported in slightly older stands.

The same disease problems found on seedling red pine occur on sapling-sized trees. However, the larger size of the trees often results in limited tree mortality. As red pine get larger, Diplodia and Sirococcus are more likely to kill shoots and branches rather than entire trees. This damage can lead to top-killed trees. Armillaria can kill sapling sized trees, especially during periods of drought.

Pole-sized stands (after crown closure, ages 21-50)

Following crown closure, red pine stands are relatively immune to most insect related problems. Ips bark beetles would be one damaging agent that can kill small groups of 1-10 trees. On rare occasions, such as regional droughts, areas as large 1-10 acres may be killed. Ips bark beetles attack trees that are weakened by poor site conditions, drought or intense competition. Thinning stands as recommended in existing red pine management guides should reduce competition stress and decrease the likelihood of Ips infestations.



Saratoga spittlebug damage concentrated in a northern Wisconsin frost pocket.



Extensive Sirococcus shoot blight in young trees near infected overstory pine.



Extensive Sirococcus shoot blight in young trees near infected overstory pine.

In areas dominated by outwash sands the red pine shoot moth can be a considerable pest in plantations that are 20-40 years of age. Growth loss and the loss of apical dominance can occur following prolonged outbreaks. If local outbreaks do occur, managers may need to adjust for a loss of tree form, thus eliminating the opportunity to develop certain products such as utility poles.

Red pine pocket decline can occur in red pine plantations during this period of stand development. Bark beetles and several weevil species have been shown to carry pathogens that can initiate decline in red pine trees that may develop into a slowly expanding pocket of dead and dying trees. In some instances, pockets of dead and declining trees are the result of Armillaria root disease, bark beetles, or Annosus root rot.

In some areas, the root tip weevil can kill pole-sized pine outright. Root tip weevil is most prevalent in northwestern and central Wisconsin and the western half of Upper Michigan. The presence of jack pine intermixed with red pine increases the likelihood of infestations.

Defoliation events in pole-sized red pine stands are uncommon. Jack pine budworm can be a local concern. Budworm feeding is not common in red pine but when a localized outbreak does occur it can be damaging. Needle midges have caused localized areas of needle browning in late fall.

Mature and old growth trees (ages greater than 50)

Red pine trees are capable of a very long life span. Dead and dying trees do become infested with Ips bark beetles and other wood boring insects but, it is unclear if these insects act as a primary killing agent of older trees or if they are using a host that is dying from other causes. Older red pine trees appear to be capable of maintaining the ability to defend themselves against insects and pathogens.

Armillaria root disease is often found in declining older trees. Armillaria can kill trees outright, dead roots killed by the fungus can also weaken trees making them more susceptible to bark beetles and wood boring insects. Red pine pocket decline and Annosus root rot can be very active in some older plantations. Root disease pockets can be difficult to eliminate.

Stem decay in older red pine is generally minimal. What does occur is often related to old fire scar injuries.



Ips mortality in older red pine.

Sources of technical information

Good general references on insects associated with red pine are Wilson (1977), Goulding and others (1988), and Rose and others (1999). These references provide information on identification, insect biology, and some management recommendations. Nicholls and Skilling (1990) is a pocket guide that includes the majority of red pine diseases of significance.

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TOWN ADMINISTRATOR

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

MINUTES OF PRIOR MEETINGS



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

4 **MARCH 14, 2022 7:00 PM**

NORTH HAMPTON TOWN HALL

5 ***DRAFT MINUTES***

6
7 SELECT BOARD MEMBERS PRESENT: Chairman James Sununu, Vice Chairman Jim Maggiore, Selectman
8 Jonathan Pinette

9 ALSO PRESENT: Town Administrator Michael Tully, Fire Chief Jason Lajoie

10
11 **AGENDA**

12
13 Chairman *Pro tempore* Jim Maggiore welcomed everyone to the March 14, 2022 North Hampton Select
14 Board Meeting and called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance.

15
16 **First Public Comment Session**

17 *For comments please call 603-758-1447; email jmaggiore@northhampton-nh.gov*

18
19 No public comment.

20
21 **9.4 Swearing in of Lieutenant Corey Greaney**

22 Chairman *Pro tempore* Maggiore asked to take things out of order and start with New Business item 9.4.

23
24 Fire Chief Jason Lajoie introduced the Fire Department's newly promoted *Lieutenant Corey Greaney* to
25 take his public oath of office. He said Lieutenant Greaney was first hired in 2015 as the Department's first
26 paramedic, has grown into an exceptional leader with remarkable dedication and enthusiasm, and is
27 revered by his peers.

28
29 Town Administrator Michael Tully administered the Oath of Office to Lieutenant Corey Greaney, and his
30 wife, Amanda Greaney, with their children, performed the pinning of the badge.

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

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

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Lieutenant Corey Greaney thanked his family, friends, and coworkers for their support and said he was humbled and excited for this new position as Lieutenant with the North Hampton Fire Department.

The Select Board recessed for a 5-minute break at approximately 7:11 pm, and resumed at 7:17 pm.

Consent Calendar

- 4.1 Payroll Manifest of March 3, 2022 in the amount of \$77,174.39
- 4.2 Payroll Manifest of March 10, 2022 in the amount of \$253,623.68
- 4.3 Accounts Payable Manifest of March 3, 2022 in the amount of \$178,995.37
- 4.4 Approval of Veterans Credit

Motion: To approve Consent Calendar items 4.1 – 4.4 as presented.

Motioned: Selectman Pinette

Seconded: Selectman Sununu

Vote: Motion approved by a vote of 3-0

Correspondence

Received 3/10/2022 from John Kollmorgen of 8 Hampshire Road: Chairman *Pro tempore* Maggiore read the email in full which lauded the much-needed transition to a new Safety Building in North Hampton, and congratulated everyone for their hard work. Mr. Kollmorgen said as an abutter to the property he hoped there would be open communication with the neighborhood and notification and input during the construction process, and said this will be a major improvement to the Town’s infrastructure.

Town Administrator Tully asked for a representative of the Board to sit with the Building Committee and Engineer, and possibly hold a neighborhood meeting to hear concerns beforehand.

Committee Updates

Chairman *Pro tempore* Maggiore said he was unable to attend the *Heritage Commission* meeting last Monday and has no updates; *Water Commission* continues to move along with current cases.

Selectman Sununu said *Rails to Trails* will have an update tonight under New Business from DOT; RPC has had subgroups meeting on various subjects; committee meeting to be scheduled in Town in near future.

Report of the Town Administrator

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

Report from February 14 – March 11, 2022: Finance 32% of Budget remaining with 16 weeks left in fiscal year; Police working with Comcast to increase internet speeds; Fire Chief Lajoie getting bids for new engine by next Select Board meeting; Old Library now New Town Office; Safety Center approved and next step is for a Board member to meet with Designer, Builder, and Engineer to draft a rough schedule and work with Building Committee throughout the build; Earth Day town-wide cleanup scheduled for April 16, 2022 with fundraiser.

Items Left on the Table – None

NEW BUSINESS

- 87 **9.1 Public Oath of James Maggiore as Select Board Member**
88 Town Administrator Tully gave the oath of office to Jim Maggiore as a Select Board Member, who thanked
89 everyone committed to the Town of North Hampton for making his tenure so gratifying.
90
- 91 **9.2 Election of Select Board Officers**
92 **Select Board Chairman:**
93 **Motion:** To nominate James Sununu as Chairman of the Select Board.
94 **Motioned:** Chairman *Pro tempore* Maggiore
95 **Seconded:** Selectman Pinette
96 **Vote:** Motion approved by a vote of 3-0
97 *New Chair of Select Board: James Sununu.*
98
- 99 **Select Board Vice Chairman:**
100 **Motion:** To nominate James Maggiore as Vice Chairman of the Select Board.
101 **Motioned:** Selectman Pinette
102 **Seconded:** Chairman Sununu
103 **Vote:** Motion approved by a vote of 3-0
104 *New Vice-Chair of Select Board: James Maggiore..*
105
- 106 **9.3 Discussion of Committee Assignments**
107 Chairman Sununu said the Select Board appoints members to serve as representatives to various
108 committees.
109
- 110 **9.3.1 Budget Committee:**
111 **Motion:** To nominate *James Sununu* to be the *Select Board representative to the Budget Committee.*
112 **Motioned:** Selectman Pinette
113 **Seconded:** Vice-Chair Maggiore
114 **Vote:** Motion approved by a vote of 3-0
115
- 116 **9.3.2 Planning Board:**
117 Vice-Chair Maggiore volunteered to continue as representative to the Planning Board.
118 **Motion:** To nominate *Jim Maggiore* to be the *Select Board representative to the Planning Board.*
119 **Motioned:** Chairman Sununu
120 **Seconded:** Selectman Pinette
121 **Vote:** Motion approved by a vote of 3-0
122
- 123 **9.3.3 Heritage Commission:**
124 **Motion:** To nominate *Jim Maggiore* to be the *Select Board representative to the Heritage Commission.*
125 **Motioned:** Chairman Sununu
126 **Seconded:** Selectman Pinette
127 **Vote:** Motion approved by a vote of 3-0
128
- 129 **9.3.4 Water Commission:**
130 **Motion:** To nominate *James Sununu* to be the *Select Board representative to the Water Commission.*
131 **Motioned:** Selectman Pinette
132
- 133 Vice-Chair Maggiore said there is a Charter for Water Commission adopted in 1954 stating that the
134 Chairman of the Select Board is the Water Commission Representative. Chairman Sununu said in this

135 instance he has a business relationship that would be a conflict of interest and recused himself from the
136 nomination, suggesting the Vice-Chair be nominated.

137

138 **Motion:** To nominate *James Maggiore* to be the *Select Board representative to the Water Commission*.

139 **Motioned:** Selectman Pinette

140 **Seconded:** Chairman Sununu

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

142

143 **9.3.5 Capital Improvements Committee:**

144 **Motion:** To nominate *Jonathan Pinette* to be the *Select Board representative to the Capital Improvement*
145 *Committee (CIP)*.

146 **Motioned:** Chairman Sununu

147 **Seconded:** Vice-Chair Maggiore

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

149

150 **9.4.6 Any other Committee which requires a Select Board Representative**

151

152 **Rails to Trails Committee:**

153 Chairman Sununu volunteered to continue with Rails to Trails Committee.

154 **Motion:** To nominate *James Sununu* to be the *Select Board representative to the Rails to Trails Committee*.

155 **Motioned:** Vice-Chair Maggiore

156 **Seconded:** Chairman Sununu

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

158

159 **Construction Committee:**

160 Chairman Sununu volunteered as representative to the Construction Committee.

161 **Motion:** To nominate *James Sununu* to be the *Select Board representative to the Construction Committee*.

162 **Motioned:** Selectman Pinette

163 **Seconded:** Chairman Sununu

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

165

166 **Payroll Approval:**

167 **Motion:** To nominate *Jonathan Pinette* to be the *Select Board representative for Payroll Approval*.

168 **Motioned:** Vice-Chair Maggiore

169 **Seconded:** Chairman Sununu

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

171

172 **9.5 Aquarion Quarterly Update**

173 Aquarion Operations Manager Carl McMoran said Dan Lawrence, Vice President of Engineering, would
174 first talk about operational highlights and capital projects and then he would talk about rain barrels and
175 the Environmental Champions Program.

176

177 Mr. Dan Lawrence said there were only 3 main breaks affecting only 35 out of 8,400 customers for a little
178 over 4 hours. He said water quality is good and they pay attention to PFAS and arsenic. 2022 Projects
179 include: (1) Little River Road Water Treatment Plant, Wells 7 and 22, for arsenic removal, project
180 postponed to seek grants to try to offset rates; (2) main replacements on Marston Way; (3) complete
181 Jenness Tank rehabilitation.

182

183 Mr. McMoran said Aquarion is doing the Rain Barrel Program again using up-cycled olive oil barrels which
184 can be placed under rain spouts to collect water for lawns and gardens; \$75.00 to order off website. He
185 said they are also doing their Environmental Champions Awards to promote people/groups that share our
186 environmental stewardship ethic (\$5,000), and there is also a \$1,000 student award this year; nominations
187 accepted until May.

188

189 **9.6 Rails to Trails Presentation by NHDOT**

190 Mike Dugas, State Highway Safety Engineer & Project Manager for Seacoast Rail Trail
191 Tim Whitney, GPI Project Engineer

192

193 Mr. Tim Whitney said they are here to provide a brief update on the project. He presented a map of towns
194 the Seacoast Rail Trail passes through: Hampton, North Hampton, Greenland, Rye, and Portsmouth, and
195 showed the limits of the 9.6-mile project which starts 500 ft north of Drakeside Road (Hampton), north to
196 Barberrry Lane, Portsmouth. The purpose of the project is to improve the condition of the existing railroad
197 corridor to accommodate pedestrians and bicycles for non-motorized use only, eventually connecting
198 with the East Coast Greenway, a multi-use path from Maine to Key West, Florida.

199

200 Improvements include rail tie removal/disposal, vegetation clearing and invasive species removal,
201 drainage upgrades/improvements with closed drainage system, surface draining regrading, roadway
202 crossing modifications, trail construction, bridge rehab, and cross-culvert replacements. Environmental
203 concerns include soil contamination from Coakley, historic resources, and wetlands impacts. Mr. Whitney
204 said the project was split into 2 projects with north trail segment starting in North Hampton and south
205 trail segment in Hampton, which requires more extensive engineering with their closed drainage system.

206

207 Mr. Whitney showed sample photographs of what the Rail Tail will ultimately look like with a 12-ft wide
208 stone dust trail and grass shoulders. Debris will be removed in some areas and ballast re-graded to be
209 even with side slopes; side ditches will be dug for drainage in areas of higher side slopes; wet areas will
210 be filled and raised with ditches cut on the side. The NHDOT shed property has been flagged as a potential
211 trail access point and signage and crosswalks will be provided as needed.

212

213 Mr. Whitney said the plan is that the north segment will take 2 years to construct, and south segment 1
214 year ending with both finished at the same time. Seacoast Greenway estimated costs: North 7.9 miles (12
215 ft stone dust) \$5,100,000 at \$650,000/mile; South 1.7 miles (12 ft stone dust) \$2 Mil at 1,200,000/mile.
216 The project is a draft 10-year plan fully funded by DOT. Mr. Whitney provided the estimated schedule with
217 North segment final design by November 2022 and construction beginning 2023-2024, two years due to
218 limited access; South segment final design January-September 2022, Public Hearing Fall 2022, and final
219 design January-September 2023 with construction ending in 2024.

220

221 Mike Dugas said he is the Project Manager for DOT on this project and the scope of the work is being done
222 by DOT as defined by the municipal agreement executed with the 5 communities. He said DOT will
223 construct the trail proper and side improvements for the 9.6-miles; any amenities beyond that, including
224 trail access improvements, will be upon the communities to complete; RPC is working with the
225 communities and providing interpretive guide signs directing trail users to amenities along the trail. He
226 said in addition to these briefings to the 5 communities, he plans to have an informational meeting by
227 April for the wider public, to present to abutters and communities at large.

228

229 Questions: Vice-Chair Maggiore said the Town also has stone walls along the way, and asked about finding
230 possible contamination on the trail. Mr. Dugas said that is a common occurrence on highway projects and

231 DOT has a process in place to deal with that. Chairman Sununu said where the 2 trails meet the trail goes
232 under the Hampton/North Hampton Bridge which is scheduled for major work in 2028 as part of the 10-
233 year plan, and asked if there was any consideration of bringing the bridge down to grade with a pedestrian
234 bridge above instead. Mr. Dugas that that has not been discussed, and said part of the purpose of DOT
235 retaining the corridor is for possible future resumption of rail traffic.

236

237 Chairman Sununu asked the process to notify abutters along the trail as the project nears construction.
238 Mr. Dugas said typically there is a pre-construction meeting with notice. Town Administrator Tully asked
239 how open DOT is to setting up picnic areas or parks on properties, and Mr. Dugas you would work with
240 me on that.

241

242 Donna Etela of the Heritage Commission said in 2019 they went through a 106 for the bridge at Route 1
243 and North Road, and got a 10-12-foot section of the rail of that bridge as part of the agreement. She said
244 they are also providing a monument to attach to the bridge, and on the other side of the railroad there is
245 a piece of property which would be a Pocket Park to view the monuments. She said that portion of the
246 bridge is eligible for the National Register and it would be great if the Town could utilize that area.

247

248 Mr. Dugas said that can be worked out, and Chairman Sununu asked Ms. Etela to work with Town
249 Administrator Tully to document that parcel and coordinate with Mr. Dugas. Ms. Etela asked that some
250 parking also be added there. Mr. Dugas stated that as part of the engineering phase, GPI is working to
251 reestablish right-of-way limits because there are a lot of irregularities.

252

253 **9.7 North Hampton Business Association – Outdoor Dining Request**

254 Town Administrator Tully said a simplified process was set up during COVID allowing restaurants to apply
255 for outdoor dining which was continued for one more year ending last fall, and said he no longer has the
256 authority to extend that option to local businesses. He said he met with Nancy-Jane Luff of the North
257 Hampton Business Association and discussed research she had done; she asked to talk to the Board about
258 what this process has done for restaurants and how important it is to the Town.

259

260 Nancy-Jane Luff, of the North Hampton Business Association (NHBA), stated she requested this be on the
261 agenda to ask the Select Board to consider an extension of North Hampton temporary outdoor seating
262 instituted in May 2020 and in effect for the last 2 seasons, and asked for a continuance of the simplified
263 form from the 2020 season. She said restaurants continue to face ongoing COVID challenges and the
264 pandemic is not over. Outdoor seating has been a huge success in North Hampton allowing some
265 restaurants to save their businesses.

266

267 Ms. Luff said recently Governor Sununu signed SB-155 for continued authorization of outdoor dining,
268 allowing local land-use boards to consider adopting an ordinance for seasonal outdoor dining, and the
269 current form in North Hampton would allow restaurants to prepare for this season, including appropriate
270 sign-offs from Police/Fire/DPW. Vice-Chair Maggiore said his concern is that the Select Board cannot do
271 this in a way that simplifies it and it still must go to the Planning Board and comply with local Zoning
272 ordinances. He said the Board can send a letter to the Planning Board which he will deliver at their meeting
273 tomorrow and ask what they can do quickly.

274

275 Chairman Sununu said he is in total agreement and would like to see this continue, allowing business
276 owners as much flexibility as possible. He said this has to be in compliance with the Zoning Ordinance,
277 and the Planning Board is the “local official” referred to under SB-155. He asked Town Administrator Tully
278 to put together a letter from the Select Board encouraging the Planning Board to approve a simplified

279 process to again allow outdoor dining. Town Administrator Tully said there are two portions to what NHBA
280 is asking: (1) increase availability as before; (2) review those guidelines over the next year to see if they
281 still apply and what could be added.

282

283 Vice-Chair Maggiore said any changes to wording of ordinances must go to Town Meeting and said the
284 Planning Board would be extending a process to have this happen for the season; any changes to the
285 ordinance could happen at a later time. Chairman Sununu asked the public for any input and the Board
286 was in agreement.

287

288 Bill Kibbey asked that going to the Planning Board be done quickly to help business owners. Vice-Chair
289 Maggiore said the Planning Board meeting tomorrow is a work session and he can present this inclusive
290 of everything, with action probably taken at their next regular meeting on April 5, 2022.

291

292 **9.8 Review of Auditor's Report**

293 Town Administrator Tully said each year the Town gets audited, and this year one issue came back with
294 the Library build, asking that all the money first be put in one bucket, and said that approach will be used
295 on all Town projects going forward.

296

297 **MINUTES OF PRIOR MEETINGS**

298

299 **10.1 Approval of the Regular Meeting Minutes February 28, 2022**

300 **Motion:** To accept the Regular Meeting Minutes of February 28, 2022 as presented.

301 **Motioned:** Selectman Pinette

302 **Seconded:** Vice-Chair Maggiore

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

304

305 **10.2 Approval of the Non-Public Meeting Minutes of February 28, 2022**

306 **Motion:** To accept the Non-Public Meeting Minutes of February 28, 2022 as presented.

307 **Motioned:** Selectman Pinette

308 **Seconded:** Vice-Chair Maggiore

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

310

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

312

313 **Second Public Comment Session**

314 *For comments please call 603-758-1447; or email jmaggiore@northhampton-nh.gov*

315

316 No public comment.

317

318 **Next Regular Meeting:** March 28, 2022.

319

320 **Adjournment**

Chairman Maggiore adjourned the meeting at 8:34 pm.

321

322 Respectfully submitted,

323 Patricia Denmark, Recording Secretary