



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

**NOTICE OF PUBLIC MEETING
MONDAY, APRIL 10, 2023**

**NORTH HAMPTON TOWN OFFICES
NON-PUBLIC SESSION
237A ATLANTIC AVENUE
5:40 O'CLOCK P.M.**

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

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

IF YOU HAVE A COMMENT, OPINION OR QUESTION DURING ONE OF THESE PORTIONS OF THE MEETING PLEASE DIAL IN TO 603-758-1447 OR EMAIL DIRECTLY TO JPINETTE@NORTHHAMPTON-NH.GOV AND YOUR EMAIL WILL BE READ ALOUD DURING THE MEETING.

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

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

6. Consent Calendar

- 6.1 Payroll Manifest of March 30, 2023, in the amount of \$155,327.02
- 6.2 Payroll Manifest of April 6, 2023, in the amount of \$243,025.39
- 6.3 Accounts Payable Manifest of March 30, 2023, in the amount of \$46,498.46
- 6.4 Abatement Recommendations
- 6.5 Elderly Exemption
- 6.6 Veteran's Exemption
- 6.7 Cemetery Deed

7. Correspondence

8. Committee Update

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

9. Public Hearing

To consider the acceptance of \$21,176.00 through the State of New Hampshire Department of Homeland Security for the purchase of equipment for the Emergency Operations Center (EOC) in the new Police and Fire facility.

10. Report of the Town Administrator

11. Items Left on the Table

12. New Business

- 12.1 Aquarion Water Quarterly Update
- 12.2 Beach Sticker Rate Setting
- 12.3 Building Project Update
- 12.4 Discussion of Electric Aggregation Program

13. Minutes of Prior Meetings

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

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

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

15. Second Public Comment Session

See Item 5, above

16. Adjournment

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
237A ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

CORRESPONDENCE

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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237A ATLANTIC AVENUE
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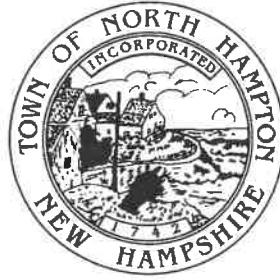
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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
OFFICE *of the* TOWN ADMINISTRATOR

COMMITTEE UPDATES

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

PUBLIC HEARING

James Sununu, Chair
Jim Maggiore, Vice Chair
Jonathan Pinette



Municipal Offices
237A Atlantic Avenue
North Hampton, NH 03862

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

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

NOTICE OF PUBLIC HEARING

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

WHEN: April 10, 2023, at 7:00 p.m.;

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

PURPOSE: To consider the acceptance of \$21,176.00 through the State of New Hampshire Department of Homeland Security for the purchase of a equipment for the Emergency Operations Center (EOC) in the new Police and Fire Facility



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
Division of Homeland Security
and Emergency Management

www.nh.gov/hsem



Robert M. Buxton
Director

March 06, 2023

Mr. Jason Lajoie, EMD/Chief
Town of North Hampton
233 Atlantic Avenue
North Hampton, NH 03862

Dear Chief Lajoie,

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on February 03, 2023, for the community's Emergency Operations Center (EOC) equipment.

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

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

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

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

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

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

Thank you for your interest in the EMPG Program!

Sincerely,

Sheila M. Dupere
EMPG Program Coordinator

Enclosures

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

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

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of North Hampton (VC#177452-B002)		1.4. Subrecipient Address 233 Atlantic Ave, North Hampton NH, 03862	
1.5. Subrecipient Tel. # (603) 964-8087	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$21,176.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: _____ On: / /		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By: _____		Director, On: / /	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: _____		Assistant Attorney General, On: / /	
1.17. Approval by Governor and Council (if applicable)			
By: _____		On: / /	

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

3.) [redacted] Date: [redacted]

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Subrecipient Initials: 1.) _____ 2.) _____

3.) _____ Date: _____

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

EXHIBIT A

Special Provisions

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

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

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

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of North Hampton (hereinafter referred to as “the Subrecipient”) \$21,176.00 to purchase equipment for the community’s Emergency Operations Center (EOC).
2. “The Subrecipient” agrees that the project grant period ends August 31, 2024, and that a final performance and expenditure report will be sent to “the State” by September 29, 2024.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

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

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$21,176.00	\$21,176.00	\$42,352.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): TVBUK9GLPLA6			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$21,176.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$21,176.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

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



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

Emergency Management Performance Grant (EMPG)

Applicant: Town of North Hampton Grant Amount: \$21,176.00

Project: EOC Equipment

All steps below are **required** to be completed in their entirety.
If any items are not completed properly, the Grant Agreement will not be processed.

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

Grant Agreement

Grantee signors complete the following:

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

Additional Required Documents

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

The minutes should also include:

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



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

Grant Agreement Checklist

Emergency Management Performance Grant (EMPG)

Applicant: Town of North Hampton Grant Amount: \$21,176.00

Project: EOC Equipment

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

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

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

Grant Agreement

Grantee signors complete the following:

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

Additional Required Documents

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

The minutes should also include:

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

Not an Invoice

Account Number:	683613
Customer Name:	Town Of North Hampton
Customer Address:	Town Of North Hampton OFFICE OF SELECTMEN 233 ATLANTIC AVENUE NO HAMPTON NH 03862
Contact Name:	Janet Facella
Contact Phone:	
Contact Email:	ifacella@northhampton-nh.gov
PO Number:	

Date:	03/08/2023
Order Number:	8556003
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	29.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO PRT Seacoast Daily	1	03/10/2023 - 03/10/2023	Govt Public Notices
NEO PRT seacoastonline.com	1	03/10/2023 - 03/10/2023	Govt Public Notices

Total Order Confirmation

\$125.77

TOWN OF NORTH
HAMPTON,
NEW HAMPSHIRE
THE SELECT BOARD
NOTICE OF PUBLIC
HEARING

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

WHEN:

April 10, 2023, at 7:00 p.m.;

WHERE:

North Hampton Town Hall
231 Atlantic Avenue
North Hampton, New Hamp-
shire 03862;

PURPOSE:

To consider the acceptance
of \$21,176.00 through the
State of New Hampshire
Department of Homeland
Security for the purchase of
a equipment for the Emer-
gency Operations Center
(EOC) in the new Police and
Fire Facility

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
237A ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

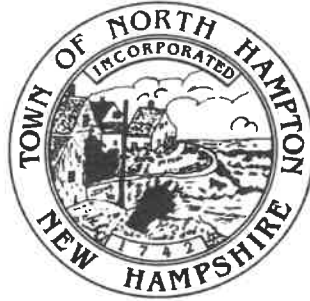
TEL: (603) 964-8087
FAX: (603) 964-1514

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

REPORT OF THE TOWN ADMINISTRATOR

Michael J. Tully
Town Administrator

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



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

TOWN ADMINISTRATOR'S REPORT
APRIL 10, 2023 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from March 28, 2023 through April 8, 2023

Finance

Financially we are running at 25% of the budget remaining with 13 weeks remaining in the fiscal year.

Police

The Temporary Police Administrator has been working on a plan with outside agencies to continue 24 hour Police Coverage in our community while positions are being filled.

The advertisement for the Chief's position has been published and will close on May 1st. A timeline for the new Chief starting will be August or September after a process, background check and notice is given.

Fire

The fire department has recently taken on an intern from WHS as part of their *Extended Learning Opportunity Program*. This student, who's also a town resident, will be working alongside firefighters and paramedics learning about a rewarding career in the fire service.

After 26 years of faithful service to the town, *Engine No. 2* has been officially retired from service. This unexpected event occurred when it was discovered during other repairs, that the frame rail was cracked from front to rear, making the apparatus inoperable and unsafe and in the

end totaled. In time, the department will be removing any salvageable equipment and putting the vehicle out to bid for parts.

The department's new engine that's on order will be delayed beyond the dealer's control. This is a delay in which departments from the area are all facing as a result of an industry-wide supply chain and staffing shortage. This will not affect the department's ability to respond to emergencies.

Facilities

Town Hall. Nothing new to report. There has been a complaint about a strong odor of cleaning agent in the building. Director Hubbard will be changing supplies to alleviate the issue.

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

Stone Building. We appreciate the patience from the public during the building process. Due to the digging of electrical conduit patrons were asked to use the rear entrance of the building to enter and exit. As soon as that portion is completed the front door will again be accessible.

Recreation

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

The annual Easter Egg Hunt is scheduled for April 8th at the North Hampton School. This was due to a weather delay.

Director Manzi is working with SST in Exeter on a plan for revitalizing Dearborn Park. I will be having him present to the Board in the near future. Thank you to Joe for thinking outside the box in working to accomplish these recreation goals.

Highway

The Highway Department completed shoulder work at the North Hampton School which should assist with traffic during the busy pick up and drop off period.

Director Hubbard is planning to rent a bucket truck to replace worn and missing welcome banners on telephone poles. In addition, some of the banners need to be removed from old poles and mounted to replacements.

Spring clean-ups have begun and the Department could still use assistance at recycling and the brush dump if any residents are interested. Please contact Director Hubbard to discuss options.

Projects

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

PFAS Investigation. We are working with the property owner and contractor to schedule the project.

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

Community Power Aggregation. Mr. Sununu and I met with representatives from a third party supplier in order to get a better understanding of the positives and negatives of pursuing this idea. I would like to schedule presentations for the Board in the next few weeks and request direction from the Board on whether they wish to move forward.

Cell Tower. Nothing new to report.

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

Coakley Landfill Group. Nothing new to report. The Coakley Landfill Group had a meeting on March 21st, I was unable to attend due to a conflicting meeting. I will post the report online when it is received.

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

Rails to Trails. DOT has started prepping the site on the North Hampton/Hampton town line which will house equipment during construction of the trail.

Route 95 Exit 2 Bridge. This project has started and will be running until November. The detour over 111 and 151 will be utilized for approximately 6 nights between now and November from 9pm to 5am while lane changes are happening during the project. The signs will be covered when not being utilized.

Meeting Schedule: The board's next meeting is scheduled for April 24th.

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

ITEMS LEFT ON THE TABLE

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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

NEW BUSINESS

Town of North Hampton
 Beach Parking Lease & Permit Analysis
 2023

Calendar Year	Revenue			Expenses					Net Income (Loss)
	Cost per Permit	Permits Issued	Permit Revenue	Cost per Parking Space	Parking Spaces	State Lease Payments	Permit Printing	Total Expenses	
2010	\$ 20.00	647	\$ 12,930.00	\$ 425.00	20	\$ 8,500.00	\$ 380.50	\$ 8,880.50	\$ 4,049.50
2011	\$ 25.00	652	\$ 16,300.00	\$ 425.00	20	\$ 8,500.00	\$ 385.00	\$ 8,885.00	\$ 7,415.00
2012	\$ 25.00	681	\$ 17,025.00	\$ 485.00	20	\$ 9,700.00	\$ 387.00	\$ 10,087.00	\$ 6,938.00
2013	\$ 30.00	697	\$ 20,910.00	\$ 667.00	20	\$ 13,340.00	\$ 510.00	\$ 13,850.00	\$ 7,060.00
2014	\$ 30.00	709	\$ 21,270.00	\$ 777.00	20	\$ 15,540.00	\$ 398.00	\$ 15,938.00	\$ 5,332.00
2015	\$ 32.00	646	\$ 20,674.00	\$ 836.00	20	\$ 16,720.00	\$ 397.00	\$ 17,117.00	\$ 3,557.00
2016	\$ 32.00	691	\$ 22,112.00	\$ 866.00	20	\$ 17,320.00	\$ 390.00	\$ 17,710.00	\$ 4,402.00
2017	\$ 35.00	699	\$ 24,457.00	\$ 980.00	20	\$ 19,600.00	\$ 390.00	\$ 19,990.00	\$ 4,467.00
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
2022	\$ 35.00	1174	\$ 41,090.00	\$ 1,176.00	20	\$ 23,520.00	\$ 704.00	\$ 24,224.00	\$ 16,866.00

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	10354	\$ 328,326.00	N/A	N/A	\$ 211,060.00	\$ 6,298.50	\$ 217,358.50	\$ 110,967.50
Average	\$ 31.08	796	\$ 25,255.85	\$ 815.54	20	\$ 16,235.38	\$ 484.50	\$ 16,719.88	\$ 8,535.96

If the Town sells an average # of permits:

2023 A	\$ 35.00	796	\$ 27,876.51	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 3,231.51
2023 B	\$ 36.00	796	\$ 28,672.99	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 4,027.99
2023 C	\$ 37.00	796	\$ 29,469.46	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 4,824.46
2023 D	\$ 38.00	796	\$ 30,265.93	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 5,620.93
2023 E	\$ 39.00	796	\$ 31,062.40	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 6,417.40
2023 F	\$ 40.00	796	\$ 31,858.87	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 7,213.87

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

2023 A	\$ 35.00	1174	\$ 41,090.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 16,445.00
2023 B	\$ 36.00	1174	\$ 42,264.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 17,619.00
2023 C	\$ 37.00	1174	\$ 43,438.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 18,793.00
2023 D	\$ 38.00	1174	\$ 44,612.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 19,967.00
2023 E	\$ 39.00	1174	\$ 45,786.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 21,141.00
2023 F	\$ 40.00	1174	\$ 46,960.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 22,315.00

If the Town sells all of the permits acquired:

2023 A	\$ 35.00	1600	\$ 56,000.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 31,355.00
2023 B	\$ 36.00	1600	\$ 57,600.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 32,955.00
2023 C	\$ 37.00	1600	\$ 59,200.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 34,555.00
2023 D	\$ 38.00	1600	\$ 60,800.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 36,155.00
2023 E	\$ 39.00	1600	\$ 62,400.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 37,755.00
2023 F	\$ 40.00	1600	\$ 64,000.00	\$ 1,194.00	20	\$ 23,880.00	\$ 765.00	\$ 24,645.00	\$ 39,355.00

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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 27, 2023 7:00 PM

5 NORTH HAMPTON TOWN HALL

6 DRAFT MINUTES

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

8 EXCUSED: Chairman James Sununu

9 ALSO PRESENT: Town Administrator Michael Tully, Fire Chief Jason Lajoie, Clerk of the works Marc Jobin

10
11 Chairman *Pro Tempore* James Maggiore welcomed everyone to the Select Board Regular Meeting of
12 March 27, 2023, followed by the Pledge of Allegiance. He said the Board is coming from Non-Public Session
13 where a unanimous vote was taken and the Town Administrator will act on its intentions.

14
15 **First Public Comment Session**

16 **George Chauncey** of Hobbs Road said he was surprised when he heard Police Chief Mone was retiring as
17 she said she loved her job and people liked her. He said he was disgusted by an article he read online
18 reporting statements made about her by other officers, and a Hampton Union article reported an issue
19 with one of her sergeants regarding a decision she had made on handling a situation, which was overruled
20 by this Board. He said the information in the paper came from MRI who was hired by the Board to
21 investigate her department; she was then forced to sign a nondisclosure agreement for a retirement
22 package. He said the Board should lift that gag order so the Town can hear her side of the story, and said
23 she deserves a great deal more respect than she was given.

24
25 **Kathleen Kilgore** of 220 Atlantic Avenue said given recent events in Town there is an environment of
26 eroding confidence, trust, and transparency in the Town Administrator and the Select Board: (1) the
27 eminent domain petition, requested by the Town Administrator and Select Board with the Town Attorney,
28 was *not* a citizen's petition; (2) the sudden resignation/retirement of Police Chief Mone of which the Town
29 Administrator and Select Board claimed not to know the reason, only to later learn of their interference
30 in her department; (3) the lack of transparency around the departure of several police officers in the
31 department; (4) a huge increase in the number of non-public meetings and decrease in the length of
32 regular Select Board meetings. She said changes need to be made to restore public confidence and trust;
33 for a start, Fire and Police should present their reports at regular Select Board public meetings from now
34 on as is standard procedure in other towns.

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

39

40 **Consent Calendar**

- 41 5.1 Payroll Manifest of March 16, 2023 in the amount of \$80,390.76
- 42 5.2 Payroll Manifest of March 23, 2023 in the amount of \$75,095.12
- 43 5.3 Accounts Payable Manifest of March 16, 2023 in the amount of \$1,428,614.46
- 44 5.4 Elderly Exemption
- 45 5.5 Veterans Tax Credit
- 46 5.6 Blind Exemption

47

48 **Motion:** To accept Consent Calendar items 5.1 - 5.6 as presented.

49 **Motioned:** Selectman Pinette

50 **Seconded:** Chair *Pro Tem* Maggiore

51 **Vote:** Motion approved 2-0

52

53 **Correspondence**

54 6.1 Correspondence from Chris Ganotis: Thanking Director John Hubbard and his crew for excellent snow
55 removal services; read in full by Chair *Pro Tem* Maggiore.

56

57 6.2 Correspondence from Jane Currivan: Resignation from the Heritage Commission; read in full by Chair
58 *Pro Tem* Maggiore.

59

60 **Committee Updates**

61 Chair *Pro Tem* Maggiore said there were no updates from the *Heritage Commission* or the *Water*
62 *Commission*; *Rails to Trails Committee* is Mr. Sununu who is not here this evening.

63

64 Town Administrator Tully said Mr. Sununu apologizes for not being present; he had an accident and will
65 be down for a while. *Rails to Trails Committee* has not met.

66

67 **Public Hearing**

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

71

72 Fire Chief Jason Lajoie said the grant is from the State of New Hampshire for Homeland Security and
73 Emergency Management. The cost of a generator for the entire Public Safety Complex is \$103,800, and
74 this is a 50/50 match grant. He said he was here to ask the Board for permission to accept the funds.

75

76 Chair *Pro Tem* Maggiore opened the Public Hearing for acceptance of the grant at 7:26 pm. As no one
77 from the public came forward, Chair *Pro Tem* Maggiore closed the Public Hearing at 7:27 pm.

78

79 **Motion:** To consider acceptance of \$51,900 from the NH Department of Homeland Security for the
80 purchase of a generator for the Emergency Operations Center (EOC) in the new Police and Fire facility.

81

82 The Select Board in a unanimous vote accepted the terms of the Emergency Management Performance
83 Grant as presented in the amount of \$51,900 for the generator for Emergency Operations Center (EOC)
84 in the new Police and Fire Safety Center and furthermore the Board acknowledges the total cost of this
85 project will be \$103,900 in which the Town will be responsible for a 50% match, and authorize the Town
86 Administrator Michael Tully and Fire Chief Jason Lajoie as signatories to the Grant.

87 **Motioned:** Selectman Pinette
88 **Seconded:** Chair *Pro Tem* Maggiore
89 **Vote:** Motion approved 2-0

90

91 Fire Chief Lajoie stated that the generator will arrive before the completion of the new safety facility and
92 the cost includes installation.

93

94 **Report of the Town Administrator**

95

96 Period: March 13 – March 24, 2023: Finance at 28% of Budget with 15 weeks remaining in the fiscal year;
97 Police working on filling vacant officer positions; introduction of new temporary Police Chief Kurz on
98 agenda; Fire made a candidate offer; Director Hubbard changing cleaning agents after reports of strong
99 odor in Town Hall; Rec still looking to fill Summer Camp positions; Easter Egg hunt April 1st; Highway
100 prepping for spring cleanup; Community Power Aggregation, idea to group people together to work with
101 a third party to sign contract for cheaper rates; Route 95 Bridge Exit 2 project will restart to replace deck.

102

103 **Items Left on the Table** – None

104

105 **NEW BUSINESS**

106

107 **11.1 Election of Select Board Officers**

108 Chair *Pro Tem* Maggiore stated that James Sununu did win reelection to the Select Board for another 3
109 years.

110 Select Board Chair:

111 **Motion:** Chair *Pro Tem* Maggiore nominated *Jonathan Pinette* as *Chairman of the Select Board*.

112 **Seconded:** Selectman Pinette accepted the nomination.

113 **Vote:** Motion approved 2-0

114

115 Select Board Vice-Chair:

116 **Motion:** To recommend *James Sununu* as the *Vice-Chair of the Select Board*.

117 **Motioned:** Chairman Pinette

118 **Seconded:** Selectman Maggiore

119 **Vote:** Motion approved 2-0

120

121 **11.2 Discussion of Committee Assignments:**

122 Budget Committee, Planning Board, Heritage Commission, Water Commission, Capital Improvements Plan
123 Committee (CIP), Any other committee.

124

125 The following Committee Assignments were approved:

126 Budget Committee: Vice-Chair Sununu

127 Planning Board and Heritage Commission: Selectman Maggiore

128 Water Commission: Selectman Maggiore

129 CIP Committee: Chairman Pinette

130

131 **11.3 Introduction to Police Administrator Chief David Kurz**

132 Police Chief David Kurz said he retired two years ago and had been working with MRI for 21 years as a
133 consultant. He said he looked forward to meeting everyone as MRI assists the community in identifying
134 the next Police Chief for North Hampton.

135

136 Chairman Pinette welcomed him and said he appreciated all the work he has done so far and is looking
137 forward to working with him. Selectman Maggiore said he also looks forward to working with Chief Kurz.

138

139 **11.4 Building Project Update**

140 Clerk of the Works Marc Jobin stated that the structural steel has been erected, elevator towers erected,
141 and wall framing started. He said exterior walls were panelized offsite and just need assembly. Next will
142 be floor framing, interior-walls framing will take around 6 weeks. Electricians and plumbers working
143 underground doing all utility work; slab for administrative offices to be poured in next 4-5 days; working
144 on details with Lieutenant Russell and Fire Chief Lajoie on procuring needed equipment. He said the
145 project continues to be on-budget and will be completed by the end of the year.

146

147 Chairman Pinette asked if with the mild winter conditions they were a little ahead of schedule. Mr. Jobin
148 said they had a "winter conditions fund" which covered needed winter operations, and to date they are
149 on target for completion.

150

151 **11.6 Appointments to Heritage Commission**

152 **Motion:** To nominate *Susan McCullom-Bary* as a Regular Member of the Heritage Commission for one
153 year to complete the term of Jan Currivan to expire in 2024.

154 **Motioned:** Selectman Maggiore

155 **Seconded:** Chairman Pinette

156 **Vote:** Motion approved 2-0

157

158 **Motion:** To nominate *Vicki Jones* as a Regular Member of the Heritage Commission for a 3-year term to
159 expire in 2026.

160 **Motioned:** Selectman Maggiore

161 **Seconded:** Chairman Pinette

162 **Vote:** Motion approved 2-0

163

164 **Motion:** To nominate *Donna Etela* as a Regular Member of the Heritage Commission for a 3-year term to
165 expire in 2026.

166 **Motioned:** Selectman Maggiore

167 **Seconded:** Chairman Pinette

168 **Vote:** Motion approved 2-0

169

170 **Motion:** To nominate *Jane Robie* as an Alternate Member of the Heritage Commission for a 1-year term
171 to expire in 2024.

172 **Motioned:** Selectman Maggiore

173 **Seconded:** Chairman Pinette

174 **Vote:** Motion approved 2-0

175

176 **Motion:** To nominate *John Sillay* as an Alternate Member of the Heritage Commission for a 1-year term
177 to expire in 2024.

178 **Motioned:** Selectman Maggiore

179 **Seconded:** Chairman Pinette

180 **Vote:** Motion approved 2-0

181

182 **11.5 Approval of Deputy Firefighter Wardens**

183 Fire Chief Jason Lajoie said this is appointments of Deputy Fire Wardens though the NH Division of Forest
184 & Lands. He said any new hires need to be updated that they were trained properly and requires Select
185 Board approval under my recommendation to become Deputy Firefighters in the Town of North Hampton
186 with the ability to write outdoor burning permits. He said his position is Town's Forest Fire Warden.

187 **Motion:** To appoint Firefighter *Christopher Gallant*, Firefighter *Steven Milata*, Firefighter *Kevin Levine*,
188 Firefighter *Corey Greaney*, Firefighter *Luke Denio*, and Firefighter *Thomas Pidgeon* as permanent Deputy
189 Fire Wardens for the North Hampton Fire Department.

190 **Motioned:** Selectman Maggiore

191 **Seconded:** Chairman Pinette

192 **Vote:** Motion approved 2-0

193

194 **11.7 Planning Board Appointments to RPC, CIP, and Heritage Commission**

195 **Motion:** That the Select Board approve the nomination of *Lauri Etela* as a representative of RPC for a 3-
196 year term.

197 **Motioned:** Selectman Maggiore

198 **Seconded:** Chairman Pinette

199 **Vote:** Motion approved 2-0

200

201 **Motion:** That the Select Board approve the nomination of *Nancy Monaghan* to serve as Planning Board
202 Representative to CIP.

203 **Motioned:** Selectman Maggiore

204 **Seconded:** Chairman Pinette

205 **Vote:** Motion approved 2-0

206

207 **Motion:** That the Select Board approve the nomination of *Nancy Monaghan* to serve as Planning Board
208 Representative to the Heritage Commission.

209 **Motioned:** Selectman Maggiore

210 **Seconded:** Chairman Pinette

211 **Vote:** Motion approved 2-0

212

213 **MINUTES OF PRIOR MEETINGS**

214

215 **12.1 Approval of Minutes of Regular Meeting of March 13, 2023**

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

217 **Motioned:** Selectman Maggiore

218 **Seconded:** Chairman Pinette

219 **Vote:** Motion approved 2-0

220

221 **12.2 Approval of Minutes of Non-Public Meeting of March 13, 2023**

222 **Motion:** To approve the Minutes of the Non-Public Meeting of March 13, 2023.

223 **Motioned:** Selectman Maggiore

224 **Seconded:** Chairman Pinette

225 **Vote:** Motion approved 2-0

226

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

228

Select Board Regular Meeting
March 27, 2023

229 **Amy Bucklin Faley** of 3 North Road asked for explanation of what just happened with the changing of the
230 Select Board Chair.

231

232 Selectman Maggiore said after each election, boards and committees reorganize and elect a Chair and
233 Vice-Chair, which is at the discretion of the board. Ms. Faley asked if most things are at the discretion of
234 the Board. Chairman Pinette said that depends on what we are discussing, but appointing the
235 recommendations for Chair and Vice-Chair are the discretion of the board or committee.

236

237 **Next Regular Meeting:** April 10, 2023

238

239 **ADJOURNMENT**

240

Chairman Pinette adjourned the meeting at 7:52 pm.

241

242 Respectfully submitted,

243 Patricia Denmark, Recording Secretary

DRAFT