



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

**NOTICE OF PUBLIC MEETING
MONDAY, MAY 11, 2020**

6:15 O'CLOCK P.M.

**NORTH HAMPTON TOWN EXECUTIVE OFFICES
NON-PUBLIC SESSION
233 ATLANTIC AVENUE
6:16 O'CLOCK P.M.**

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

IN FOLLOWING CDC AND FEDERAL RECCOMENDATIONS FOR SOCIAL DISTANCING THE SELECT BOARD WOULD STRONGLY SUGGEST THE PUBLIC CHOOSE TO VIEW THE SELECT BOARD MEETING LIVE ON CHANNEL 22 OR AS POSTED ON TOWN HALL STREAMS AS OPPOSED TO IN PERSON.

IN ORDER TO ASSURE THE PUBLIC HAS THE ABILITY TO COMMENT AND SHARE IDEAS DURING THE PUBLIC COMMENT PORTION OF THE MEETING WE HAVE ARRANGED THE ABILITY TO INCLUDE LIVE PHONE CALLS AND EMAIL DURING THE MEETING.

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

Topic: Select Board Meeting
Time: May 11, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84077725667?pwd=MWxYQWFkclpMTXAzUk9HS1BRTHAzZz09>

Meeting ID: 840 7772 5667

Password: 03862

One tap mobile

+13126266799,,84077725667#,,1#,03862# US (Chicago)

+16465588656,,84077725667#,,1#,03862# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 840 7772 5667

Password: 03862

Find your local number: <https://us02web.zoom.us/j/kcBUYaXri8>

1. 6:15PM Call to Order by the Chair

2. 6:16PM Non-Public Session Pursuant to RSA 91-A:3 II (c)

3. 7:00PM Return to Public Session & 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 April 23, 2020 in the amount of \$66,642.57

5.2 Payroll Manifest of April 30, 2020 in the amount of \$62,572.55

5.3 Payroll Manifest of May 7, 2020 in the amount of \$70,716.39

5.4 Accounts Payable Manifest of April 30, 2020 in the amount of \$59,594.28

5.5 Lien Execution Approvals of 2019 Unpaid Taxes

5.6 Approval of Abatement Application

5.7 Approval of Abatement Application

5.8 Approval of Abatement Application

5.9 Approval of Abatement Application

5.10 Approval of Abatement Application

5.11 Approval of Abatement Application

6. Correspondence

6.1 Correspondence from State of New Hampshire Department of Transportation

7. Committee Updates

7.1 Economic Development Committee

7.2 Heritage Commission

7.3 Water Commission

7.4 Budget Committee

8. Report of the Interim Town Administrator

8.1 General Report

9. Items Left on the Table

10. New Business

10.1 Hampton Chamber of Commerce – John Nyhan, President

10.2 Discussion of FY22 Budget Forecast

10.3 Discussion of Outdoor Dining Spaces per Stay at Home 2.0 Order

10.4 Discussion of Goal Setting Date

11. Minutes of Prior Meetings

11.1 Approval of Regular Meeting Minutes of April 20, 2020

11.2 Approval of Non-Public Meeting Minutes of April 20, 2020

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

TOWN ADMINISTRATOR
BRYAN KAENRATH

BKAENRATH@NORTHHAMPTON-NH.GOV



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

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

TO: SELECT BOARD
FROM: MICHAEL TULLY, INTERIM TOWN ADMINISTRATOR
SUBJECT: CONSENT CALENDAR FOR SELECT BOARD MEETING 05/11/2020
DATE: 05/08/2020

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

Consent Calendar

Payroll Manifest of April 23, 2020 in the amount of \$66,642.57
Payroll Manifest of April 30, 2020 in the amount of \$62,572.55
Payroll Manifest of May 7, 2020 in the amount of \$70,716.39
Accounts Payable Manifest of April 30, 2020 in the amount of \$59,594.28
Lien Execution Approvals of 2019 Unpaid Taxes
Approval of Abatement Application
Approval of Abatement Application
Approval of Abatement Application
Approval of Abatement Application
Approval of Abatement Application
Approval of Abatement Application



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

April 28, 2020

MR. MICHAEL TULLY
INTERIM TOWN ADMINISTRATOR
TOWN OF NORTH HAMPTON
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

RE: Hampton Branch Rail Trail

Dear Mr. Tully:

Attached is the Town's copy of the signed Rail Trail Agreement between the Department and the Town of Hampton. This Agreement, while signed does not take effect until the Department completes the construction of the rail trail, which is anticipated to be Fall 2023.

In the interim, there are no prevailing agreements between NH DOT and the five Hampton Branch communities, and therefore there should be no use or promotion of the use of the corridor. The corridor remains state-owned but is only available for NH DOT and its consultants/contractors, currently for design and engineering tasks and in the future for construction activities.

If any of the communities, or trails groups, desire to utilize the corridor from now until the trail construction begins (anticipated to be September 2021), all five communities must sign and enter into new short-term rail trail agreements to provide insurance and indemnification to the State. If all five communities do not sign the new short-term agreements, then the corridor will remain closed to the general public until after construction is completed and the signed Rail Trail Agreements take effect. If the five communities are desirous of entering into interim agreements, please note that the use of the corridor will be as-is and NH DOT and its contractors/consultants are not planning on conducting or reimbursing any repairs or maintenance in advance of the construction project, unless otherwise separately approved in advance by NH DOT.

While public use of this corridor is currently delayed until the Rail Trail is completed, we would like to thank you, and the other Hampton Branch communities, for your partnership as we move toward making the NH Seacoast Greenway a reality. We are confident that upon completion this will be a successful project that will benefit all users, residents and tourist, that use the NH Seacoast Greenway Rail Trail.

Sincerely,

Shelley Winters
Administrator, Bureau of Rail & Transit

Cc: Patrick Herlihy, Director, Division of Aeronautics, Rail & Transit
Mike Dugas, NHDOT Highway Design
Scott Bogle, Rockingham Planning Commission

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
&
TOWN OF NORTH HAMPTON
RAIL TRAIL AGREEMENT

RECEIVED
COMMISSIONERS OFFICE
OCT 21 2019
THE STATE OF NEW HAMPSHIRE
DEPT. OF TRANSPORTATION

This Agreement (“Agreement”) is between the State of New Hampshire, by and through the New Hampshire Department of Transportation (the “Department”) Bureau of Rail and Transit (“Bureau”), and the Town of North Hampton, a municipal corporation, 233 Atlantic Avenue, North Hampton, NH (“Permittee”).

WHEREAS, the Department is the owner of a railroad corridor in the Town of North Hampton, County of Rockingham, State of New Hampshire; and is the sponsor of a Federal Congestion Mitigation Air Quality Program (CMAQ) grant project (Hampton-Portsmouth 26485) to construct trail on a portion of that railroad corridor in Hampton, North Hampton, Rye, Greenland and Portsmouth;

WHEREAS, the Department proposes that the Permittee manage and maintain the public Rail-Trail to be constructed by the Department under the above-mentioned CMAQ project that will serve non-motorized transportation and recreational purposes, along and across the Hampton Branch Railroad corridor right of way, from the Hampton, New Hampshire municipal boundary on the south, to the Greenland, New Hampshire municipal boundary to the north. The limits of the Rail-Trail to be constructed by NHDOT in North Hampton under the CMAQ grant are described more particularly as follows:

A strip of land running along the Hampton Branch Corridor from a point designated approximately as Engineering Station 2524+50 +/- on Valuation Plan V3NH/46 to a point designated as approximately Engineering Station 2687+55 +/- on Valuation Plan V3NH/49 hereinafter referred to as the “Corridor”.

WHEREAS, the Permittee may in the future propose to plan, design, construct, and maintain further improvements to said public Rail Trail;

WHEREAS, the Rail Trail development proposed here is part of a collaborative effort of seven New Hampshire municipalities, the New Hampshire Department of Transportation, Rockingham Planning Commission and other local and regional non-profit organizations to develop the New Hampshire Seacoast Greenway (NHSG). The NHSG is New Hampshire’s portion of the East Coast Greenway, a non-motorized trail planned to extend 3000 miles from Calais Maine to Key West Florida connecting fifteen states. The trail is acknowledged by all the above listed parties to provide a transportation benefit to the traveling public as well as recreation and economic benefits to the corridor communities and the State as a whole.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all the covenants as set forth below, the Department grants to the Permittee responsibility to manage and maintain the Department-constructed Rail Trail. Further, if jointly desired by the Permittee and the Department, the Department grants the Permittee permission to plan, design, construct, manage and maintain potential future improvements to the Rail Trail subject to the covenants set forth below.

1. General Overview

1.1 For the portion of the strip of land from approximate Engineering Station

2436+50 +/- on Valuation Plan V3NH/44 in Hampton to approximately Engineering Station 2943+40 +/- on Valuation Plan V3NH/54 in Portsmouth the Department will design and construct a rail trail as provided for under the scope of the CMAQ-funded project Hampton-Portsmouth (26485) hereinafter referred to as the "Phase I Rail Trail".

Should the Permittee choose to plan and develop future improvements to the Rail Trail, Permittee agrees that it is responsible for securing federal, private sector, municipal or other funding required to construct said improvement. It is anticipated that the Permittee and other corridor municipalities will jointly apply for Federal and/or private sector funding to construct the balance of the proposed New Hampshire Seacoast Greenway Rail Trail from the Massachusetts border to the southern terminus of Phase I in Hampton.

The Permittee agrees that it is responsible to manage, maintain, and repair the Rail-Trail constructed by the Department, as described in Section 2. Should the Permittee choose to construct further trail improvements its responsibilities for planning, design, construction, management and maintenance of the resulting improvements are described in Section 3.

- 1.2 In the event that the State of New Hampshire or Department determines that the Corridor is needed for railroad or other transportation purposes, and a Rail-with-Trail design for the Corridor is determined infeasible, the Department retains the right to require the closure of the Rail-Trail.
- 1.3 Subject to the provisions of this Agreement, the Permittee shall be the legal occupant of the Rail-Trail, having concurrent authority with the Department to control access to the Rail-Trail for special Town events, such as volunteer clean-up days, walking and running events and comparable uses. The Bureau will consider approving other uses that are generally consistent with the corridor's intended use as a public trail upon the request of the Permittee.

2. Rail-Trail Maintenance & Operation

- 2.1 The Permittee shall limit motorized use of the Rail-Trail in accordance with Title 23 USC Chapter 2 Section 217 "Bicycle Transportation & Pedestrian Walkways" Subsection (h) "Use of Motorized Vehicles", or as amended.
- 2.2 The Permittee shall be responsible for the management and operation of the Rail-Trail, including enforcement of rules governing its use. The Permittee must obtain the written approval of the Bureau for said rules, which shall not violate other terms and conditions of the Agreement. Obligations required of the Permittee regarding management, maintenance, and operations shall only be applicable to areas on the Rail-Trail which have improvements approved by the Department (as required herein), where the Rail-Trail is under construction, or where the Rail-Trail has been constructed.
- 2.3 The Department will be responsible for the maintenance of all state-maintained paved surfaces of public grade crossings as well as maintenance of all state-maintained overpasses and other state-maintained structures that are an integral part of the State-maintained highway system.
- 2.4 The Permittee shall be responsible for the routine maintenance of all existing and new drainage, culverts, ditches, walls, crossings, bridges and other structures that are integral to the long-term preservation of the Corridor and safe operation of the Rail-Trail.

Routine Trail Maintenance shall include:

- Trail surfacing (i.e. rutting & re-grading)
- Weed & brush control
- Cleaning ditches
- Unblocking & maintaining culverts
- Cleaning graffiti
- Trail signage
- Trash & debris removal

(Note: routine maintenance is defined in accordance with FHWA guidance.)

- 2.5 The Permittee shall protect and leave undisturbed all underground and overhead utilities on the Corridor after Rail-Trail construction, including new utility lines authorized by the Department.
- 2.6 The Permittee shall be responsible for the clearing of all downed trees across the Rail-Trail. All cleared trees shall be removed from Department property and disposed of off-site, except with written approval from the Bureau.
- 2.7 If drainage, runoff or any other problems caused by the presence of Rail-Trail improvements constructed by the Permittee are encountered after the Rail-Trail is complete, the Permittee shall, at its expense, make all repairs and alterations, including the payment of all Bureau costs required by the Bureau. The Permittee, with written approval from the Bureau of Rail & Transit, may install new drainage systems entering the Rail Trail from abutting properties to prevent flooding and washouts in the Corridor.
- 2.8 The Department retains the authority to approve additional utility services of all kinds to cross over, under and within the Corridor. The Department will notify the Permittee as to any such new utility easements on the Rail Trail. In the event the Department approves additional utility services that disturb the Rail-Trail, the Department shall stipulate in any utility agreement(s) that the utility shall restore all trail facilities disturbed during utility construction to their original condition. At the request of the Permittee, the Department will share copies of associated plans or as-builts resulting from the installation of additional utility services.
- 2.9 The Permittee shall obtain and install, at its expense, all signage along the Rail-Trail as shown on a Signage Plan to be developed by the Permittee. The initial Signage Plan and any subsequent revisions to the Plan shall be submitted by the Permittee to the Bureau for approval prior to installation. Any revenue generated through sponsorship of mile marker signage along the Rail-Trail shall be paid to the Department and shall be appropriately apportioned to communities along the Rail-Trail.

3. Rail-Trail Construction

Should the Permittee choose in the future to construct trail improvements as described above, its responsibilities for planning, design and construction of such trail improvements include the following:

- 3.1 The Permittee agrees that all work requested, authorized or managed by or under the direction of the Permittee on the construction, maintenance, repair and reconstruction of said Rail-Trail shall be performed at a time and under conditions acceptable to the Bureau. The Permittee shall submit construction plans for approval to the Bureau prior to construction. The Bureau shall, during the design phase, prepare a sample preliminary Prosecution of Work (POW) for the project.

- 3.2 The Permittee is solely responsible for its own equipment, contractors, and personnel along the Department-owned Corridor, including the cost of all on-site inspectors or other representatives of the Department.
- 3.3 At no time shall any work interfere with uses of the property by the Department, its lessees or assigns.
- 3.4 The Permittee is required to obtain, before construction activities proposed by the Permittee may begin, any and all other permissions, permits, easements and licenses required for said Rail-Trail by any federal, state, county, or local governments, and their agencies or boards, or any other political subdivision thereof.
- 3.5 The Permittee must submit plans for Rail-Trail construction proposed by the Permittee to the Bureau for review and approval. After the plans are approved by the Bureau ("Final Plans"), the Bureau will prepare a draft Temporary Use Agreement (TUA) with a POW that the Permittee may include in their bid documents during the contractor selection process. The TUA and POW will be executed between the Bureau and the Contractor and the Contractor may not begin work until this is fully executed.
- 3.6 The Permittee's Contractor selected to perform work along the Corridor must obtain a Temporary Use Agreement (TUA) and a final POW from the Bureau at the prevailing rate in effect at the time, and must provide evidence of required insurance coverage as specified in Section 4 prior to beginning any work on this project. There will be an additional charge for renewal of the contractor's Temporary Use Agreement if work goes beyond one (1) year.
- 3.7 The Permittee and its Contractor must abide by the Final Plans and POW during all phases of Rail-Trail construction proposed by the Permittee. The Permittee shall manage and enforce the approved TUA and POW. Failure to do so will be considered an Event of Default under the terms of Section 7.
- 3.8 The Permittee must notify the Bureau a minimum of seven (7) days prior to the Permittee or the Permittee's Contractor beginning any work on the Rail-Trail construction.
- 3.9 Disposal of railroad ties on the 9.6 mile corridor segment between Hampton and Portsmouth described in Section 1.1 is the responsibility of the Department per the scope of the approved CMAQ project for that portion of the corridor.
- 3.10 For construction of future trail improvements proposed by the Permittee, the Permittee shall construct, at its expense, all improvements required at existing public or private vehicular and pedestrian grade crossings for abutting landowners licensed by the Bureau. This work may include drainage, ditching, curbing, paving, fencing, gates, signage, retaining walls and any other work required by the Final Plans and POW for the Rail-Trail. The Permittee shall not interfere with the use of any existing licensed crossings during construction of the Rail-Trail.

The Permittee shall request and be provided a list of licensed crossings in the area of proposed trail improvements.
- 3.11 The Permittee and its Contractor shall protect and leave undisturbed all underground and overhead utilities on the Corridor during Rail-Trail construction. At the time of construction the Permittee shall request and be provided a list of all underground and overhead utilities by the Department.

- 3.12 Upon completion of any construction of work requested, authorized, managed by or under the direction of the Permittee, the Permittee shall provide the Bureau with a complete set of as-built plans.

4. Indemnification and Insurance

- 4.1 The Permittee acknowledges that the installation and use of the Rail-Trail may expose the State to additional liability to which it would not otherwise be exposed. Accordingly, the Permittee agrees that it shall not hold the State liable for injury or death of the Permittee or agent of Permittee or for loss or destruction of or damage to any property of the Permittee or any agent of the Permittee while upon, or about, or in the use of the Rail-Trail. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement. In addition, the Permittee or its Contractor shall pay the premiums on a policy or policies of insurance covering the following during the Rail-Trail construction activities proposed by the Permittee, designating the State of New Hampshire as an additional insured:

- 4.1.1 Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute

- 4.1.2 Comprehensive automobile liability insurance or pooled risk management coverage covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage: \$500,000.00 combined single limit.

In addition, the Permittee or its Contractor shall pay the premiums on a policy or policies of insurance covering the following during the construction of said Rail Trail, designating the State as an additional covered party:

- 4.1.3 Commercial General Liability or Pooled Risk Management Coverage: \$2,000,000.00 each occurrence

- 4.2 The Permittee further agrees to obtain and keep in force after construction, for the life of the Rail-Trail, a policy or policies of insurance or pooled risk management coverage covering said Rail-Trail, providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum of one million (\$1,000,000.00) dollars per occurrence/two million (\$2,000,000.00) dollars aggregate covering bodily injury and property damage.

- 4.3 The Permittee shall provide to the Department annually and maintain in force a certificate of insurance or coverage respectively demonstrating that their required coverage has been obtained. Such insurance or coverage is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity. Failure to comply with the terms of this Section 4 shall constitute an Event of Default as provided in Section 7.

5. Bonding

- 5.1 For any construction undertaken by the Permittee, the Permittee shall post with the Bureau proof of a Performance Bond for the total cost of the Permittee's Rail-Trail construction contract prior to the beginning of any construction work. The Bond must be held in force for a period of 6 months after the Permittee receives written

notification from the Bureau of the acceptable completion of the work proposed in the Final Plans and the Scope of Work, in the judgment of the Bureau.

6. Term

- 6.1 There is no expiration date for this Agreement. However, the Parties may terminate this Agreement as specified in Section 7 for default. If the area occupied by the Rail-Trail is needed by the Department for additional rail lines or services, or for other future transportation needs, then this Agreement may be cancelled as per Section 7.3.

7. Default and Removal

- 7.1 Failure of the Permittee or its Contractor to abide by all construction requirements in this Agreement shall result in the Bureau issuing a notice to the Permittee to suspend all construction work immediately until the Event of Default is resolved.
- 7.2 Failure of the Permittee to comply with any of the above-specified covenants shall authorize the Department to close the Rail-Trail after fourteen (14) days written notice to Permittee. The Rail-Trail will remain closed until all provisions of this Agreement are met and the Event of Default is resolved. The Bureau may direct the Permittee to close the Rail-Trail at their sole expense including installation of physical barricades at public access points and installation of appropriate signage such as "Rail-Trail Closed" or "No Trespassing."
- 7.3 The State has the right to revoke this Rail-Trail Agreement at any time upon one hundred eighty (180) days' written notice to the Permittee to cease use of the Rail Trail.
- 7.4 In the event of the Permittee's breach of any of the provisions of the Agreement, the Permittee shall compensate the Department for its damages, including all consequential damages which arise out of the breach, and attorney's fees and costs incurred in connection with undertaking such an action.

8. Non-Assignment and Amendment; No Third Party Beneficiaries

- 8.1 This Agreement may not be assigned or transferred. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the Parties hereto.
- 8.2 This Agreement may be amended only by an instrument in writing, signed by the Parties hereto, with the NH Attorney General's Office being the final signatory.
- 8.3 Nothing herein is intended to create any third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Rail-Trail Agreement in triplicate, the day and year first written above.

Witness

Janeth L. Faulla

PERMITTEE:
TOWN OF NORTH HAMPTON

[Signature]
Town Administrator

Witness

[Signature]

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

[Signature]
Commissioner

This Rail-Trail Agreement has been reviewed by this Office and has been approved as to form and execution on 11/6, 2019.

OFFICE OF THE ATTORNEY GENERAL

By: Alvin B. Greenstein
Assistant Attorney General

Michael J. Tully
Interim Town Administrator

Municipal Offices
233 Atlantic Avenue
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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
OFFICE of the TOWN ADMINISTRATOR

TOWN ADMINISTRATOR'S REPORT
MAY 11, 2020 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from April 21 through May 8, 2020

Finance

Currently we are in good financial shape with 9 weeks left in the current fiscal year we have approximately 18% of budget remaining.

Police

The Police Chief has submitted a grant for a mobile message board for the Town through the CESF grant. The Department has also hired John Monaghan as a part time temporary employee to assist with administrative duties within the department. Currently he is working on the hiring process for the full-time officer vacancy.

Fire

The Department has continued to run under the new normal, though the station is closed to the public if residents need assistance please call our business line at 964-5500. The department is planning for a long-term absence of one member in June due to a military deployment. Deputy Lajoie, Chief Mone and I have been working together identifying funding opportunities for the Town due to pandemic costs and will submit for reimbursement as available.

Facilities

Town Hall. I followed up with AW Therrian regarding the roof on the clock tower. We met a representative on scene and discussed different options. Copper seems to be the best option and we are currently waiting for the quote to be returned. I checked with Mr. Shnitzler and he confirmed A.W. Therrian was a good company to use for this work. Mr. Shnitzler will be returning towards the end of May to continue his restoration work, some of which will need to be timed with the roofing company.

The Library. The Library bond application has been submitted to the bond bank in order to secure our spot in the July bond sale. We are working with Devine, Millimet and Branch as bond counsel and that paperwork will be submitted to them shortly.

Stone Building. Nothing new to report.

Town Office/Chevalier Building. Director Hubbard has met with another contractor and is waiting on the quote to be returned. We will bring quotes forward to the board when the package is together.

Recreation

All recreation activities have been cancelled or postponed considering the Covid-19 pandemic. I have reassigned Director Manzi into a community wellness position in which he is identifying areas where our residents may need assistance as the pandemic continues and is creating programs that we will use to assist residents in the future. Joe has already been assisting several residents and will continue to perform this very important function for our community. If you find that you need assistance or know a family that may need assistance as the pandemic progresses, please reach out to Joe Manzi at 964-3170 so the Town can assist. With the recent cancellation of schools this means our before and after school program will be cancelled and Director Manzi is working with our surrounding communities in order to determine what will happen with summer camps as we move forward.

Projects

Telephone System/Communications. Nothing new to report. We have reached out to MD Com to discuss options with our aging phone system. One option, which is less expensive is to replace the “brain” of the system but continue to utilize the older hardware which is in good condition. I will make the Board aware of options as we move forward.

Cell Tower. The cell tower working group has been put on hold until further notice.

Regionalization. Nothing new to report.

Coronavirus. Town officials have continued to meet with leadership from the State, surrounding communities as well as school officials to assure we are prepared now that the virus has spread into our community. With the governors stay at home 2.0 order being released we have been working to plan the best way to move forward with business in our community. Director Cornwell and I have been working on budget projections for next year as well as discussing different options with the school on budgets as we plan for what the future holds.

Coakley Landfill Group. The last meeting for the Coakley Landfill Group was May 6, 2020 and was held by conference call. I will forward minutes to the board when I receive them.

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

Economic Development. Nothing new to report. The Hampton Area Chamber of Commerce is has decided to put their regional Economic Development Coordinator position on hold until further notice. I will keep in touch with them and bring it forward to the Board when they are ready to move forward.

Beach Stickers. Beach stickers have been selling quickly as residents are looking forward to the beaches opening sometime in the future. Residents purchasing sticker do so knowing the beaches are currently closed and they are non-refundable.

Rails to Trails. We received a letter on the rail trail which is included in correspondence

Public Works. The brush dump and recycling are open with regular hours at this point. Please practice social distancing when utilizing the services to assist us in protecting the Town employees who are working there.

Community Outreach. TA's open office hours are suspended at this time due to the public building being closed to the public. I would encourage anyone who would like to discuss an issue to call me at 964-8087 so that we may discuss it.

Philbrick Study Report. The group heard back on the letter that was sent to the resident requesting permission to move forward. The resident was in support of the project and soil samples have already been taken. Different grants are being looked at for a funding mechanism due to the current unknown with the pandemic. The group would prefer grant funding rather than a warrant article this fall.

Document Management System. Nothing new to report – RICOH agreed that the project was to be put on hold at this time while the Town Offices are closed to the public.

Meeting Schedule: Our next regularly scheduled meeting is on May 25, 2020.

MICHAEL J. TULLY
INTERIM TOWN ADMINISTRATOR

imtully@northhampton-nh.gov

TEL: (603) 964-8087



MUNICIPAL OFFICES
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NORTH HAMPTON, NH 03862

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

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
ADMINISTRATIVE OFFICES

May 12, 2020

Dear North Hampton Restaurant,

Town staff has been working diligently to be prepared to assist you with the new allowance of outdoor dining beginning May 18, 2020. The attached application needs to be filled out completely for staff to be able to review and approve your request.

We will be following orders set forth by Governor Sununu in the Stay at Home 2.0 order. Please make sure to read these thoroughly and begin preparing your location with signage, guidelines for sanitation and social distancing while we review your application (these are noted in the "Stay-at-home order 2.0"). Once we receive a completed application, we will be working hard to set up an on-site review and approval.

Staff will be willing to look at parking lots and parking spots, however, for safety purposes jersey barriers will be required if dining areas are in right of way areas.

We ask that you provide a dimensional design with details requested on the application and then we can work together to come up with a final plan. If you are looking at adjacent land that has a private owner, please reach out to them for permission before submitting your application. A letter/email must accompany your application to be deemed complete.

Again, staff is looking forward to working together to make this a smooth process for everyone. This is new to all of us and we appreciate your patience as we work to help you re-open beginning with outdoor dining.

Most recent outdoor dining Governor's Order:

<https://www.governor.nh.gov/news-media/stay-at-home/documents/20200501-restaurants.pdf>

Thank you,

Michael J. Tully
Interim Town Administrator



Temporary Outdoor Seating Authorization

Date Received: _____	Authorization #: _____
Date Approved: _____	Expiration Date: Expires with Emergency Orders
Conditions: _____	

Approval Signature: _____	

Temporary authorization will be granted to restaurants to establish outdoor seating per the Stay at Home 2.0 Order and Guidelines. Authorization is limited to the time frame of the permit (30 days), Any seating approved under this authorization must be removed or returned to its original status (prior to this authorization) within 14 days of the Emergency Orders expiring.

Any outdoor seating during the COVID-19 pandemic, must be reviewed and approved by the Health Office and Fire Department, before use of the space is allowed. Once the Authorization request has been submitted, please allow 48 hours for processing. Restaurants agree to follow all guideline for safety referenced in the Stay at home 2.0 order.

Property Information

Property Owner: _____	Map/Lot #: _____
Property Location: _____	Phone #: _____
Email Address: _____	

Plan Information

# of Tables: _____	# of Seats: _____	Alcohol Served: _____	Yes	_____	No
Operating Hours: _____	Lighting changes: _____	Yes	_____	No	

Proposed Plan Layout

The Proposed Plan Layout must be attached on a separate sheet and MUST show - 1. Dimensions of Proposed Area, 2. Tables, 3. Number of Seats per table, 4. Spacing between tables, 5. Lighting, if app, 6. Protections utilized to protect diners from traffic if required, and 7. Any other proposed changes.

If the plan proposal includes a tent, the tent can only be used as a type of roof covering without sides. Dimensions of the tent(s) MUST be provided. NOTE: An additional inspection and/or permit may be required with the use of a tent.

Stay at Home Order 2.0 – Restaurant Guidelines

1. As an extension of the curbside and delivery model, restaurants are permitted to offer outdoor dining beginning on Monday, May 18, 2020. Restaurants are permitted to expand outside wherever an outdoor area can be set up safely, such as parking spaces close to entrances, sidewalks, existing patios, lawn areas. Outdoor areas must be able to be cleaned and disinfected, as appropriate. The outdoor space must be clearly delineated and distanced from the general public. If expansion is in a shared space, restaurants must coordinate and seek approval from local authorities.
2. Seated indoor dining is not permitted.
3. Tables for outdoor seating must be limited to no more than six (6) guests per table.
4. Tables spacing must be maintained so people sitting at adjacent tables are more than 6 feet apart, and to allow employees/servers to stand back 6 feet from a group's table (e.g. when taking an order) and still maintain a minimum of 6 feet from other adjacent tables (total 12 feet between tables).
5. Reservations or call ahead seating is required to promote social distancing and prevent groups of guests waiting for tables. Establishments may use a text alert system to alert guests of available seating, an intercom system for guests waiting in their vehicles, or only one member of the party being allowed to wait in the waiting area for their table to be ready.
6. Reservations should be staggered to prevent congregating in waiting areas. Waiting areas should build in social distancing so customers and employees are spaced at least 6 feet apart (either through spacing of seating while waiting, or demarcation's on the floor).
7. Bar seating areas must remain closed.
8. Signage must be prominently posted throughout the venue to ask customers if they are experiencing COVID-19 symptoms, including:
 - a. Fever
 - b. Respiratory symptoms such as sore throat, cough, or shortness of breath
 - c. Flu-like symptoms such as muscle aches, chills, and severe fatigue
 - d. Changes in a person's sense of taste or smell
 - e. If you answered yes to any of these questions, please do not put our employees and other guests at risk and come back another day when you feel better.
9. Customers should be asked to bring and wear a cloth face covering when entering and exiting a facility to protect other patrons and employees during the seating and exiting process, or when getting up to use the restroom. Cloth face coverings are not required while a customer is seated and dining outdoors.
10. Alcohol-based hand-sanitizer must be made readily available at the reception desk for both customers and employees



Stay at Home 2.0

RESTAURANTS

COVID-19 REOPENING GUIDANCE

GOVERNOR'S ECONOMIC REOPENING TASKFORCE



Safeguarding Guidance:

The Governor's Economic Re-Opening Task Force recommends protocols for safeguarding all New Hampshire businesses during the coronavirus disease 2019 (COVID-19) pandemic. This industry-specific guidance is based on what is currently known about COVID-19 and is intended to protect the public's health and allow New Hampshire to remain open for business.

The intent of these recommendations is to reduce transmission of COVID-19 among employees and customers; support healthy business operations; and maintain a healthy work environment.

In addition to strict adherence to [U.S. Centers for Disease Control and Prevention \(CDC\)](#), [Equal Employment Opportunity Commission \(EEOC\)](#) and [Occupational Safety and Health Administration \(OSHA\)](#) guidance, and [US Food and Drug Administration \(FDA\)](#), the State of New Hampshire recommends policies and procedures to protect consumers and employees, including:

Employee Protection Guidelines:

1. Follow Universal Guidelines for All New Hampshire Employers and Employees.
2. Follow CDC [guidance for Businesses and Workplaces](#).
3. Follow CDC guidelines for [Reopening Guidance for Cleaning and Disinfecting Businesses](#).
4. Follow [ServSafe COVID-19](#) training guidelines.
5. Conduct employee health screening as outlined in the Universal Guidelines for All New Hampshire Employers and Employees.
6. Build social distancing into food service operations to maintain a safe distance of at least 6 feet between employees and customers.
7. Employees [shall wear cloth face coverings](#) over their nose and mouth when at work and around others in settings where social distancing may be difficult.
 - a. Customers should also be asked to wear cloth face coverings when in a food service facility where social distancing is difficult (e.g. waiting in line for pick-up or seating).
 - b. Cloth face coverings worn by employees should be kept clean in accordance with CDC guidance.
8. Train all employees on the importance of frequent hand washing and the use of hand sanitizers with at least 60% alcohol content



Consumer Protection Guidelines:

1. As an extension of the curbside and delivery model, restaurants are permitted to offer outdoor dining beginning on Monday, May 18, 2020. Restaurants are permitted to expand outside wherever an outdoor area can be set up safely, such as parking spaces close to entrances, sidewalks, existing patios, lawn areas. Outdoor areas must be able to be cleaned and disinfected, as appropriate. The outdoor space must be clearly delineated and distanced from the general public. If expansion is in a shared space, restaurants must coordinate and seek approval from local authorities.
2. Seated indoor dining is not permitted.
3. Tables for outdoor seating must be limited to no more than six (6) guests per table
4. Tables spacing must be maintained so people sitting at adjacent tables are more than 6 feet apart, and to allow employees/servers to stand back 6 feet from a group's table (e.g. when taking an order) and still maintain a minimum of 6 feet from other adjacent tables.
5. Reservations or call ahead seating is required to promote social distancing and prevent groups of guests waiting for tables. Establishments may use a text alert system to alert guests of available seating, an intercom system for guests waiting in their vehicles, or only one member of the party being allowed to wait in the waiting area for their table to be ready.
6. Reservations should be staggered to prevent congregating in waiting areas. Waiting areas should build in social distancing so customers and employees are spaced at least 6 feet apart (either through spacing of seating while waiting, or demarcation's on the floor).
7. Bar seating areas must remain closed.
8. Signage must be prominently posted throughout the venue to ask customers if they are experiencing COVID-19 symptoms, including:
 - a. Fever
 - b. Respiratory symptoms such as sore throat, cough, or shortness of breath
 - c. Flu-like symptoms such as muscle aches, chills, and severe fatigue
 - d. Changes in a person's sense of taste or smell
 - e. If you answered yes to any of these questions, please do not put our employees and other guests at risk and come back another day when you feel better.
9. Customers should be asked to bring and wear a cloth face covering when entering and exiting a facility to protect other patrons and employees during the seating and exiting process, or when getting up to use the restroom. Cloth face coverings are not required while a customer is seated and dining outdoors.
10. Alcohol-based hand-sanitizer must be made readily available at the reception desk for both customers and employees



STAY AT HOME 2.0

FOOD SERVICE INDUSTRY

Business Process Adaptation Guidelines:

1. Place hand sanitizer stations in restaurant lobby reception and bathrooms, as well as at cashier stations. Restrooms should be monitored and routinely cleaned and soap dispensers regularly filled.
2. Disinfect all front-of-house surfaces including door handles, screens, phones, pens, keyboards and other areas of hand contact every two hours, at a minimum.
3. To the extent possible, use menus that are disposable or sanitized between each use. A disposable ordering system is also advisable when possible to limit guest interaction with wait staff.
4. Use of 'self-serve' utensils, plates or napkins, are not allowed. Consider using rolled silverware and eliminating table presets.
5. Sanitize all tabletop items, including condiments, after each table turns (or use disposables).
6. Disinfect chairs, especially where contact occurs, after each table use.
7. No self-serve buffets or appetizers, condiments on a counter for use by multiple tables, or beverage station re-use.
8. No catering or large-group functions shall be allowed.
9. Restroom occupancy should be limited for group restrooms to incorporate social distancing, and waiting lines outside of restrooms should be avoided.





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

4 **APRIL 20, 2020 7:00 PM**

5 **NORTH HAMPTON TOWN HALL**

6 ***DRAFT MINUTES***

7
8 **SELECT BOARD MEMBERS PRESENT:** Vice Chairman James Sununu, Selectman Larry Miller, Chairman Jim
9 Maggiore (via Zoom)

10
11 **ALSO PRESENT:** Interim Town Administrator Michael Tully, Lieutenant Angelo Puglisi

12
13 **AGENDA**

14
15 Vice-Chair Sununu welcomed everyone to the April 20, 2020 North Hampton Select Board Meeting and
16 called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance.

17
18 **Motion:** To Allow Jim Maggiore by majority vote to participate in this meeting.

19 **Motioned:** Selectman Miller

20 **Seconded:** Vice-Chair Sununu

21 **Vote:** Motion approved by a vote of 2-0

22
23 **First Period of Public Comment**

24 *Call 603-758-1447 for Public Comments or access via Zoom*

25
26 Chairman Maggiore said the public can also email him at: jmaggiore@northhampton-nh.gov

27
28 **Consent Calendar**

29 5.1 Payroll Manifest of April 9, 2020 in the amount of \$202,042.30

30 5.2 Payroll Manifest of April 16, 2020 in the amount of \$63,109.84

31 5.3 Accounts Payable Manifest of April 16, 2020 in the amount of \$1,169,767.35

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

36
37 ***A recording of the meeting can be found at: http://www.townhallstreams.com/towns/north_hampton_nh, and a***
38 ***DVD recording is available at the North Hampton Town Administrative Offices, 233 Atlantic Avenue, North***
39 ***Hampton, New Hampshire 03862.***
40

Select Board Regular Meeting
April 20, 2020

- 41 5.4 Approval of Elderly Exemption Application
- 42 5.5 Approval of Elderly Exemption Application
- 43 5.6 Approval of Elderly Exemption Application
- 44 5.7 Approval of Veteran Credit Application
- 45 5.8 Approval of All Veteran Credit Applications
- 46 5.9 Approval of Delegation of Authority by the Treasurer
- 47 5.10 Approval of Delegation of Deposit Authority by the Treasurer

48

49 **Motion:** To approve the Consent Calendar as presented.

50 **Motioned:** Selectman Miller

51 **Seconded:** Chairman Maggiore

52 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-aye; motion approved by a vote of 3-0

53

54 **Correspondence**

55 *Copies of all Correspondence will be attached to these minutes.*

56

57 **6.1 Correspondence from Frank Ferraro**

58 *Email dated April 14, 2020; correspondence read in full*

59 Mr. Ferraro asked the Select Board to comply with Warrant Article 9, as amended and approved by voters,
60 to move ahead with the application for the full Library Bond before the May 8th deadline, taking
61 advantage of very low interest rates resulting in cost savings for taxpayers. He circulated an online petition
62 to this effect, signed by 130 North Hampton residents.

63

64 **6.2 Correspondence from Senator Tom Sherman**

65 *Letter dated April 8, 2020 – correspondence read in full*

66 Senator Sherman reinforced his commitment to supporting the Towns in Senate District 24, was actively
67 involved in creating and implementing solutions during the COVID-19 pandemic on a District and State-
68 wide level, and asked if there was anything more he could do to help.

69

70 Selectman Miller asked if the Select Board could make a request that more testing be made available to
71 District 24; the Board was in agreement. Chairman Maggiore said Senator Sherman also asked if there was
72 anything recycling centers could use and more PPE was requested; LDI Solutions donated a box of ear-
73 loop face masks for distribution to DPW.

74

75 **6.3 Correspondence from Glenn Miller**

76 *Email dated April 14, 2020; correspondence read in full.*

77 Mr. Miller said the Library bids for expansion/renovation do not meet the standards for bidding, and new
78 Library construction needs a new bidding process. He stated that the Bonding Process is the responsibility
79 of the Select Board and not Library Trustees, and the language in Article 9 only applies after the Bond is
80 secured and funds transmitted.

81

82 **Committee Updates** – No Committee meetings

83

84 **Report of the Interim Town Administrator**

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

86

87 Report April 7 to April 17, 2020: Interim Town Administrator Tully stated that with 11 weeks left in the
88 current fiscal year they have 22% of the Budget remaining. The Police Department is now working off the
89 new server with their own domain and continuing work with State Police to curb beach parking. The Fire
90 Department hired new Firefighter Luke Denio; hotel set up in Portsmouth in the event of quarantined
91 Firefighters and Police.

92

93 Interim Town Administrator Tully said the coronavirus has spread to our community and there is a State-
94 wide lack of testing capability; State is concerned about the spread in MA; School has been cancelled until
95 the end of the year as well as afterschool programs; Director Joe Manzi continues to assist residents in his
96 capacity as Community Wellness Director (964-3170).

97

98 Beach stickers were discussed due to problems with applicants from campgrounds who are not residents,
99 as well as snowbirds returning to Town who do not register their vehicles in North Hampton but own
100 property. Interim Town Administrator Tully asked the Board for guidance and said he was currently
101 working on a case-by-case basis.

102

103 Items left on the Table

104

105 **NEW BUSINESS**

106

107 10.1 Nomination to the Coastal Adaptation Master Plan Project

108

109 Interim Town Administrator Tully said Jenn Rowden of Rockingham Planning Commission (RPC) is heading
110 up this Coastal Adaptation Master Plan Project. He said each of the Town's committees should decide on
111 a person to sit on the Steering Committee to drive this plan going forward, and said each of these positions
112 use their hours toward the Town's in-kind match for the Grant.

113

114 Selectman Miller suggested he be the representative to EDC as they are not currently meeting. Interim
115 Town Administrator Tully said the deadline of May 10, 2020 may have to be put off with Town offices
116 closed to group meetings, and asked that the Select Board pick their representative. Vice-Chair Sununu
117 volunteered to serve as the Select Board Representative.

118

119 **Motion:** To nominate James Sununu as the Select Board Representative to the RPC Coastal Adaptation
120 Master Plan Project.

121 **Motioned:** Chairman Maggiore

122 **Seconded:** Selectman Miller

123 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-aye; motion approved by a vote of 3-0

124

125 10.2 Discussion of Renumbering South Side of Winterberry Lane

126

127 Interim Town Administrator Tully said some lots on Winterberry Lane were subdivided off a lot and some
128 were physically in Stratham, creating a numbering situation of: 2, 2-1, 2a, and 2b. Some residents came
129 to him and Lieutenant Angelo Puglisi asking this be looked into. Chairman Maggiore said a Public Hearing
130 was held on this with good input from residents, and it came down to one idea as a solution which was to
131 renumber the even-numbered side of Winterberry Lane.

132

133 Lieutenant Angelo Puglisi said renumbering is the best solution and they will look at the best way to
134 renumber to make sure this does not happen again in future. He said he would work with 9-1-1 and said
135 Stratham was contacted and are on board. They need to figure out if there is developable property and
136 also need to look at number parity. He recommended the Select Board leave it to Public Safety to come
137 up with a plan that is simple, logical, and future-proof.
138

139 **Motion:** To direct our Public Safety to work with 9-1-1 and the State to come up with a renumbering plan
140 for Winterberry Lane that meets all the criteria discussed here.

141 **Motioned:** Vice-Chair Sununu

142 **Seconded:** Selectman Miller

143 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-aye; motion approved by a vote of 3-0
144

145 10.4 Discussion of North Hampton Public Library Bond 146

147 Vice-Chair Sununu pointed out a correction to a piece of correspondence read earlier which indicated the
148 Board decided not to submit a Bond to the Bond Bank by the May 8th deadline, and said the Select Board
149 did not make any such decision. He said they did decide to continue looking at the issue of the Bond and
150 the appropriation in the context of 10% issue with DRA and other concerns about procurement.
151

152 Chairman Maggiore said the Board was waiting for a response from the Department of Revenue
153 Administration (DRA) and Finance Director Cornwell is working with our representative for solutions to
154 the 10% rule. He said to be able to confidently say the Select Board was meeting all of its fiduciary
155 requirements and legal responsibilities, pieces of information were requested including the RFPs that led
156 to the selection of Bonnette, Page & Stone, and copies of the contracts, both received over the weekend.
157

158 Vice-Chair Sununu agreed and said the Board definitely had some concerns over the response from DRA
159 regarding the \$305,000 overage on the 10% rule, and said they received 2 letters last week from Bonnette,
160 Page & Stone to clarify that there will be competitive bidding for all the work to be done. He said the
161 Library has a scope of authority, but the Select Board has a general scope of responsibility to be careful
162 stewards of taxpayer money.
163

164 Selectman Miller said he did not know what the project looked like and as a result did not know if it met
165 the requirements of the Town and would be voting against this tonight. He also saw a problem in the AIA
166 document which says the owner of the to-be-built Library building is the Library Trustees. He said the
167 Town owns the land and use of the building is leased to the Library Trustees, and did not think it was
168 appropriate or lawful for Library Trustees to own real property or buildings. He said personally he did not
169 feel this was a good time to spend \$2 Mil and was concerned about residents being able to pay their tax
170 bills. He said he did not see a way around this for himself and said he would prefer seeing all the elements
171 bid out and his concerns addressed.
172

173 Chairman Maggiore said he did not feel the contract itself expressly gives the rights of ownership to the
174 Library Trustees or expresses the right to that ownership. Selectman Miller asked why he would allow
175 someone to sign a contract in the name of the Town. Vice-Chair Sununu said the Select Board does not
176 have any authority over what the Library can and cannot sign, but agreed there was a concern with the
177 language being in there if it is not appropriate or does not comply with State statutes and they should be
178 clear on what the scope of ownership and usage is. He agreed that the way this was done was not how he
179 would do it, but the Library Trustees have their own ability to go forward and make agreements. He said
180 Select Board members all agree they would like to see the Town's procurement policy adopted for a

181 project of this scope, but they do have a Warrant Article agreed to at Deliberative Session approved by
182 voters, and it is clear people want to move forward.

183

184 **Motion for the Library Bond**

185 **Motioned:** Jim Maggiore

186 Mr. Chairman, I move the following:

187

188 *Whereas the voters in North Hampton have approved warrant article #9 for the construction of a*
189 *new library on the Homestead property, and;*

190

191 *Whereas conditions of warrant article #9 require bonding two million, two hundred and seventy-*
192 *five thousand dollars (\$2,275,000) for construction of said library, and;*

193

194 *Whereas the Town of North Hampton and New Hampshire Department of Revenue*
195 *Administration have consulted on the best solution to the violation of NH RSA 32:18 – Limitation*
196 *of Appropriations (commonly referred to as the 10% rule) and concluded that the Town apply for*
197 *a bond in the full amount stated and approved in warrant article #9, and;*

198

199 *Whereas the procurement of a bond requires strict compliance set forth in NH RSA 33 - Municipal*
200 *Finance Act, therefore;*

201

202 *The North Hampton Town Administrator and Finance Director shall engage with bond counsel*
203 *for the procurement of documentation and application for the Town of North Hampton to apply*
204 *for a bond in the amount of two million, two hundred and seventy-five thousand dollars*
205 *(\$2,275,000) with the NH Municipal Bond Bank.*

206

207 *Terms of said bond will be set at terms and rate best for the community as determined by the*
208 *Select Board.*

209

210 There are several statements of fact that led me to make my motion:

211

212 The new North Hampton Public Library will incorporate the design features that meet federal, state, and
213 local mandates for Stormwater mitigation, requirements of the American with Disabilities Act, state septic
214 standards, and adequate parking for a modern library. Construction of the new library will provide
215 flexibility for the Town to revitalize the existing library for municipal use and address critical deficiencies
216 in the fire and police department buildings.

217

218 NH RSA 202-A:11, I expressly states, "every public library in the state shall: Adopt bylaws, rules and
219 regulations for its own transaction of business and for the government of the library.

220

221 The Select Board has on multiple occasions asked the Library Trustees to comply with the Town's
222 purchasing policy, which requires competitive bidding for any project over \$10,000; however, the North
223 Hampton Public Library is a separate governing body and is not specifically subject to the prudent laws
224 and policies accepted by the governing body of the Town (the Select Board). The Select Board can not
225 compel the Trustees to comply with Town rules, ordinances, or policies.

226

227 While the library Trustees' original request for bids more than two years ago (2/23/18) was for renovation
228 of the existing library and a 5000 square foot addition on that building and not for a new library on the

Select Board Regular Meeting
April 20, 2020

229 Homestead Property, the revised contract between the library Trustees and Bonnette Page and Stone
230 dated April 14, 2020 and received by me Sunday, April 19 does seem satisfactory in its scope.

231
232 Specifically, the April 14 revised contract includes requirements in Article 2, Construction Manager's
233 Responsibilities that obligate the construction manager to "take into consideration cost reductions".

234
235 It has always been my hope that the competitive bid process for a new library would ensure compliance
236 with prudent town policy and ultimately reduce the tax impact on residents, especially since this new
237 library on the Homestead is going to cost taxpayers a half million dollars more than originally
238 contemplated. That said, I am satisfied that the construction manager will, by the obligations of the
239 revised contract, apply cost efficiencies for the construction of the new library.

240
241 Due to the separation of authority, cooperation on the solution to the 10% rule between the Town and
242 Department of Revenue Administration, and the conditions of the April 14 revised construction contract,
243 I can support the motion.

244
245 Mr. Chair, without objection I ask that my comments in their entirety be included in the minutes.

246
247 **Motion Seconded:** Vice-Chair Sununu

248 **Roll Call Vote:** Sununu-aye, Miller-nay, Maggiore-aye; motion approved by a vote of 2-1

249
250 Editorial Comment by Vice-Chair Sununu: *I hope that those in Town who choose to look at people in the*
251 *Town who disagree with them and call them "corrupt" or "power-hungry" or worse in Public Forum on or*
252 *offline will take this as a lesson in how to properly deliberate, consider, and perform due diligence and*
253 *come to a decision as Public Officials to the fullest of their abilities and responsibilities; and whether Mr.*
254 *Miller, Mr. Maggiore, or myself agree or disagree, it was very disappointing to see that was the attitude*
255 *taken by some who disagree with the thought process that went into this along the way.*

256
257 **Motion to Use Library Capital Reserve Fund for Bond Payments**

258 **Motioned:** Jim Maggiore

259 Mr. Chairman, I move the following:

260
261 *Given the decision from the NH Department of Revenue Administration that the North Hampton*
262 *Public Library Trustees will draw only \$474,774 of the \$780,000 from the Library Building Capital*
263 *Reserve Fund ("Fund") for the construction of the new library on the Homestead property, the*
264 *North Hampton Select Board asks the Library Trustees make annual payments on the new library*
265 *construction bond with the remaining \$305,226 until the Fund is completely expended. Use of the*
266 *funds will be consistent with the intent of warrant article #9, the original intent of the Fund itself,*
267 *and reduce the resulting tax burden resulting from principal and interest on the bond.*

268
269 **Motion Seconded:** Vice-Chair Sununu, for discussion

270
271 Discussion: Chairman Maggiore said when they received the decision Friday from NH DRA, and it was
272 clear that there was going to be the \$305,000 overage from the 10% rule still available, it seemed prudent
273 they find its best use, and payment on the Bond of that money would help North Hampton residents and
274 still meet the spirit and intent and also the legal aspects of the Warrant Article, the fund itself, and our
275 obligations to the Bond Bank. Selectman Miller said he believed spending that money lies solely with the

276 Library Trustees and they could not do anything about it; Vice-Chair Sununu and Chairman Maggiore
277 agreed.

278
279 Vice-Chair Sununu said the language of the motion *asks* the Library Trustees, and the \$780,000 in the fund
280 was specifically appropriated from the taxpayers for construction of a New Library with funds from that
281 specific Capital Reserve Fund. Given the direction of DRA to meet the 10% requirement by changing that
282 aspect of the Warrant Article, he said he hoped any money left in that fund would be used to reduce the
283 cost to taxpayers and hoped to see even more savings beyond that.

284
285 **Roll Call Vote:** Sununu-aye, Miller-abstain, Maggiore-aye; motion approved by a vote of 2-0, with 1
286 abstention

287

288 **MIINUTES OF PRIOR MEETINGS**

289

290 **Approval of the Regular Meeting Minutes of April 6, 2020**

291 **Motion:** To approve the Regular Meeting Minutes of April 6, 2020 as presented.

292 **Motioned:** Selectman Miller

293 **Seconded:** Chairman Maggiore

294 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-aye; motion approved by a vote of 3-0

295

296 **Approval of the Meeting Minutes of Non-Public Session I of April 6, 2020**

297 **Motion:** To approve Non-Public Meeting Minutes-Session I of April 6, 2020 as presented.

298 **Motioned:** Selectman Miller

299 **Seconded:** Vice-Chair Sununu

300 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-abstain; motion approved by a vote of 2-0 with 1
301 abstention

302

303 **Approval of the Meeting Minutes of Non-Public Session II of April 6, 2020**

304 **Motion:** To approve the Meeting Minutes of Non-Public Session II of April 6, 2020.

305 **Motioned:** Selectman Miller

306 **Seconded:** Vice-Chair Sununu

307 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-abstain; motion approved by a vote of 2-0, with 1
308 abstention

309

310 **Approval of the Meeting Minutes of Non-Public Session I of April 14, 2020**

311 **Motion:** To approve the Meeting Minutes of Non-Public Session I of April 14, 2020.

312 **Motioned:** Selectman Miller

313 **Seconded:** Vice-Chair Sununu

314 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-abstain; motion approved by a vote of 2-0, with 1
315 abstention

316

317 **Approval of the Meeting Minutes of Non-Public Session II of April 14, 2020**

318 **Motion:** To approve the Meeting Minutes of Non-Public Session II of April 14, 2020.

319 **Motioned:** Selectman Miller

320 **Seconded:** Vice-Chair Sununu

321 **Roll Call Vote:** Sununu-aye, Miller-aye, Maggiore-abstain; motion approved by a vote of 2-0, with 1
322 abstention

323

324 **Any other Item that may Legally Come before the Board**

325

326 **Second Public Comment Session**

327 *Call 603-758-1447 for Public Comments or via Zoom*

328

329 Email from Nancy Monaghan of Atlantic Avenue addressing the unfairness of “no parking” at the Beach
330 for cars while motorcycles are allowed to park with no enforcement intervention and are enjoying the
331 Beach, and asked that the same “no parking” enforcement be applied to motorcycles.

332

333 Emily Creighton of 32 Post Road asked that the response from DRA with regard to the 10% rule overage
334 be read for the public. Vice-Chair Sununu read the letter in full; letter posted on website:

335 [https://www.northhampton-nh.gov/select-board/pages/select-board-meeting-documents-and-](https://www.northhampton-nh.gov/select-board/pages/select-board-meeting-documents-and-correspondence)
336 [correspondence](https://www.northhampton-nh.gov/select-board/pages/select-board-meeting-documents-and-correspondence)

337

338 Email from Heather & Tim Runnette of Winterberry Lane thanking the Select Board for voting in favor of
339 the renumbering of the even side of Winterberry Lane.

340

341 Frank Ferraro of Post Road thanked the Select Board on behalf of the 137 residents who signed his online
342 petition with regard regarding the Library Bond, and asked if the application for the Bond will be made in
343 time for the May 8th deadline. Vice-Chair Sununu said they would go ahead with the Bond application
344 according to the process laid out by the State and the Bond Bank.

345

346 Chairman Maggiore said the Board looked to Interim Town Administrator Tully and Finance Director
347 Cornwell to engage with Bond Counsel and move forward as appropriate, hopefully meeting the deadline.
348 Interim Town Administrator Tully said he and Mr. Cornwell had already taken steps getting in touch with
349 the Bond Bank, starting the application, and working with Bond Counsel.

350

351 **Next Meeting:** May 11, 2020

352

353 **Adjournment**

354

355 Vice-Chair Sununu adjourned the meeting at 8:11 pm.

356

357 Respectfully submitted,

358

359 Patricia Denmark, Recording Secretary

360

361

362

363