



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING
MONDAY, MAY 24, 2021

NORTH HAMPTON EXECUTIVE OFFICES
NON-PUBLIC SESSION I
233 ATLANTIC AVENUE
5:30 O'CLOCK P.M.

NORTH HAMPTON EXECUTIVE OFFICES
NON-PUBLIC SESSION II
6:30 O'CLOCK P.M.

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

IN FOLLOWING CDC AND FEDERAL RECOMMENDATIONS 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.

1. 5:30 P.M. Call to Order by the Chair
2. 5:31 P.M. Non-Public Session I Pursuant to RSA 91-A:3 II (c)
3. 6:30 p.m. Non-Public Session II Pursuant to RSA 91-A:3 II (c)
4. 7:00 P.M. 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 May 13, 2021 in the amount of \$267,473.81
 - 6.2 Payroll Manifest of May 20, 2021 in the amount of \$85,730.87
 - 6.3 Accounts Payable Manifest of May 13, 2021 in the amount of \$64,540.43
 - 6.4 Abatement Application
 - 6.5 Elderly Tax Deferral Application
7. **Correspondence**
 - 7.1 Correspondence from Tim Harned
8. **Committee Updates**
 - 8.1 Economic Development Committee
 - 8.2 Heritage Commission
 - 8.3 Water Commission
 - 8.4 Rails to Trails Committee
 - 8.5 Budget Committee
9. **Public Hearing**
 - 9.1 To Consider the Acceptance of Unanticipated Revenue in the Amount of \$12,009.71 for Reimbursement from the State of New Hampshire Vaccination Fund

 - 9.2 To Consider the Acceptance and Adoption of a Town Ordinance creating specific prohibitions against unreasonable noise in the Town of North Hampton
10. **Report of the Town Administrator**
11. **Items Left on the Table**
 - 11.1 Current Use Application
12. **New Business**
 - 12.1 Approval of Highway Safety Grant Application
 - 12.2 Approval of Emergency Management Performance Grant Application
 - 12.3 Intent to Cut Application
 - 12.4 Approval of Select Board Letter to Walkway Committee
13. **Minutes of Prior Meetings**
 - 13.1 Approval of Meeting Minutes of April 26, 2021
 - 13.2 Approval of Meeting Minutes of May 10, 2021
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



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233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

CORRESPONDENCE

Janet Facella

From: Michael Tully
Sent: Thursday, May 20, 2021 1:53 PM
To: Jim Maggiore; James Sununu; Jonathan Pinette
Cc: Janet Facella
Subject: FW: Letter to Select Board regarding timber harvest on school property.

All,

Please see below communication from Tim Harned. This will be included in correspondence on the agenda.

Thank you,

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

From: tim@harned.com [mailto:tim@harned.com]
Sent: Thursday, May 20, 2021 1:37 PM
To: Michael Tully <mtully@northhampton-nh.gov>
Cc: Jim Maggiore <jmaggiore@northhampton-nh.gov>; tim@harned.com
Subject: Letter to Select Board regarding timber harvest on school property.

Hi Mike,

Please forward the email below to the Select Board

Thank you.

Hello Select Board Members,

Below are some additional thoughts I have regarding the timber harvest on the school property based on the recent Select Board meeting and further consideration of the issue. I still do not feel logging the property is the correct use of the land and remain opposed to the idea.

If I make two lists, 1) Advantages of logging and 2) Disadvantages of logging, I don't have a single item for the Advantages list. Everything is in my Disadvantages list. I can't possibly get the Advantages to outweigh the Disadvantages.

If the logging begins and the public starts reacting and asking why, and the Select Board can't clearly explain why the Advantages definitely outweigh the Disadvantages, I suspect the Select Board will be in for a rough time.

Safety concerns do not justify the logging. I firmly believe a higher degree of safety can be obtained with very selective cutting (and leaving lie) problem trees or branches. Dead limbs will always fall from perfectly healthy trees. It is the way they grow with lower limbs dying and falling as the tree grows taller.

Here is a summary of what I believe are the main issues:

1. Safety (falling trees and limbs) is not a primary benefit of the logging.
 - Yes, logging will improve safety.
 - However, a greater level of safety can be accomplished through other less invasive methods.
 - This is primarily the selective cutting (and leaving lie) of specific dead and diseased trees likely to fall. A forester who is strictly focused on safety concerns will do the best job of identifying problem trees. This promotes the normal process and that is part of biodiversity.
 - Further, as trees grow, lower limbs naturally die and eventually fall to the ground. Logging does not alleviate this issue unless you clear-cut.
2. It seems very clear the school property is primarily being logged to facilitate the logging of additional adjacent properties for the benefit of those private land owners.
 - If no adjacent properties were to be logged, would we even be having this discussion?
 - If the Town property is used to access the other properties this will result in increased damage to the Town property and increased slash left on the Town property compared to what would occur from logging the Town property alone.
 - The loggers plan to cross the Little River, associated wetlands and wetland buffers to access the adjacent private properties resulting in increased damage to the wetlands and river due to the additional equipment crossings needed to log the adjacent properties.
 - Does the Town gain any benefit from allowing the access to the adjacent properties?
 - If the Town logging project goes forward, no access to the adjacent properties should be allowed across Town owned land.
3. Logging by private land owners is allowed significant leeway regarding local ordinances and significant impacts to wetlands and buffers to promote preservation of forested and open space lands. This is because logging is typically the only source of revenue for forested lands other than development.
 - Development is not a concern on this property as it is Town owned.
 - The goal of logging is to maximize the amount and value of the harvested timber.
 - Logging reduces the overall health and collective biodiversity in the forest (trees, undergrowth, large & small mammals, range of birds, reptiles, amphibians etc.).
 - There is no reason for the Town to maximize timber harvest revenue from this property.
4. The lack of Town Ordinance and Planning Board authority over logging operations is irrelevant in this case. Private property owners get to make all decisions regarding logging on their property and set all parameters of their logging, as long as they still meet DES regulations.
 - As this is a Town property the Select Board has complete control to set the logging parameters on this property, again within DES regulations.
 - If this project does continue, I believe:
 - i. The Select Board should require all wetlands be delineated by a wetland scientist (paid by the loggers obviously).
 - ii. The Select Board should prohibit any logging within the entire Wetland Conservation District as defined in our Town's ordinances and approved by the Town Legislative Body.
 - iii. The Select Board should not allow the operation to cross the Little River and associated wetlands.
5. As I believe we are all aware there is no shortage of deer in the North Hampton area. Given the damage to shrubs and plantings in many yards, I suspect some would say we have more than enough. Logging promotes the unbalanced growth of excessive undergrowth vegetation beyond what is typical in a normal healthy biodiverse forested area.
 - This will attract a higher percentage of the deer population during the growing season when the undergrowth provides a significant food source.

- However, during the winter the deer typically switch to hemlock, etc. (evergreen type plants) and nuts (acorns) as a food source. Significant logging of the hemlock and oak trees will reduce this food source placing further winter stress on the deer feeding.
 - The combination of these two issues will likely increase the deer damage to shrubs, plantings and landscaping of local residents.
6. Do not underestimate the visual impact (damage) to the land due to logging and the impact on the visual appeal and desirability of the land for walking and other recreational activities. I have previously walked a number of sites after logging.
- Slash lasts 5-10 years.
 - Cut off stumps last 20+ years.
 - I suggest you find one or two similar sites that have been logged within the past year and make a discrete visit to see the damage for yourselves. No advance warning or asking the loggers where you should go. Don't let anyone cherry pick the site for you.
 - I suspect there will be considerable response from the North Hampton community once the visual impact of logging is seen.
7. The New Hampshire Department of Revenue Administration considers timber to be real estate. See the first sentence of: <https://www.revenue.nh.gov/mun-prop/property/documents/timber-synopsis.pdf> I understand the Select Board has a responsibility to properly manage Town owned property and some may consider logging part of proper management. However, I would also question whether the Select Board has the authority to sell Town property (timber) without the approval of the legislative body.
- Further, was the sale of the timber and wood chips put out to a competitive bid?
 - Lumber prices have recently and continue to increase dramatically. Has the Town received a recent update to the sale price of the various tree species being harvested?
8. Given there is a time limit for the Town to approve Notices of Intent to Cut. However, because the Select Board will sign the Intent to Cut twice, first as the property owner and second as the "Selectmen/Municipal Assessing Officials", the clock does not begin ticking until you sign as the owners.
- I strongly suggest not signing as the owners (or either place) unless and until all issues are resolved and the Select Board has made its final decision regarding the logging.
 - Does the Town have the ability to stop logging operations at any time if problems develop?

In summary I repeat, I believe the list of Disadvantages due to the impacts of logging of the school property significantly outweighs any Advantages to the property or Town. Further, these issues combined with the significant reduction of the biodiversity and overall health of the all aspects of the forest, reinforces my belief logging the school property is not at all the proper use of the property. (See my previous email to the Select Board for biodiversity comments.) I trust that the Select Board will act as good stewards of the Town owned property and will proceed with the best interests of the Town in mind.

Thank you,

Tim Harned

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

MICHAEL J. TULLY
TOWN ADMINISTRATOR

MTULLY@NORTHHAMPTON-NH.GOV



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

NOTICE OF PUBLIC HEARING
North Hampton Select Board

Notice is hereby given that in accordance with the requirements of RSA Chapter 31:95-b III (a) that a public hearing of the **Select Board** will be held on the **24th** day of **May, 2021** at **7pm** at the North Hampton Town Hall located at 231 Atlantic Avenue North Hampton, New Hampshire.

The purpose of the hearing is to consider acceptance of the following unanticipated revenues:

- Acceptance of funds in the amount of \$12,009.71 for reimbursement from the State of New Hampshire Vaccination Aid fund

**TOWN OF NORTH HAMPTON,
NEW HAMPSHIRE**

**OFFICE of the TOWN ADMINISTRATOR
NOTICE OF PUBLIC HEARING**

North Hampton Select Board

Notice is hereby given that in accordance with the requirements of RSA Chapter 31:95-b III (a) that a public hearing of the Select Board will be held on the 24th day of May, 2021 at 7pm at the North Hampton Town Hall located at 231 Atlantic Avenue North Hampton, New Hampshire.

The purpose of the hearing is to consider acceptance of the following unanticipated revenues:

- Acceptance of funds in the amount of \$12,009.71 for reimbursement from the State of New Hampshire Vaccination Aid fund

Jim Maggiore, Chair
James Sununu, Vice Chair
Jonathan Pinette



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North Hampton, NH 03862

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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 III (a)

WHEN: May 24, 2021, at 7:00 p.m.;

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

PURPOSE: To consider the acceptance and adoption of a Town Ordinance creating specific prohibitions against unreasonable noise in the Town of North Hampton.

SHIKE

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 III (a) on the following date and time:
DATE: May 24, 2021, at 7:00 p.m.;
LOCATION: North Hampton Town Hall
1 Atlantic Avenue
North Hampton, New Hampshire 03862;
PURPOSE: To consider the acceptance and adoption of a Town Ordinance creating specific prohibitions against unreasonable noise in the Town of North Hampton.



Town of North Hampton, New Hampshire

Noise Ordinance *date to be determined*

All Noise Ordinances herein are created and enforced under the authority given to Villages and Towns by the State of New Hampshire

A. Specific prohibitions against unreasonable noise in the Town of North Hampton

Prohibited noise/time restrictions:

- 1) Between 9:00 p.m. and 7:00 a.m., created by loading, unloading, opening, closing or otherwise handling boxes, crates, containers, building materials, trash cans, dumpsters or similar objects.
- 2) Between 9:00 p.m. and 7:00 a.m. created by the operation or use of construction vehicles, to include but not be limited to bulldozers, graders, dump trucks, backhoes, earthmoving equipment, front-end loaders and log skidders.
- 3) Restrictions include: The operation or use of tools or construction equipment, to include but not be limited to cement mixers, hammers, staple or nail guns, power tools (i.e., saws, drills, grinders and sanders), chain saws, lawn mowers, electric hedge trimmers, lawn edgers and jackhammers.
- 4) Work permitted through the Town Building Inspector shall be further restricted to the hours of 7:00 a.m. and 7:00 p.m.

B. Exemptions

The following uses and activities shall be exempt from noise level regulations:

- 1) Noise of safety signals, warning devices and emergency pressure-relief valves.

- 2) Noises resulting from any authorized vehicle when responding to an emergency call or acting in time of emergency.
- 3) Noises resulting from emergency maintenance work as performed by the town, by the state or by public utility companies, to include snow-removal operations.
- 4) Municipal maintenance work where the abutters to the work site have been given prior notice of the project.
- 5) Any other noise resulting from activities of a temporary duration permitted by law and for which a license or permit therefor has been granted by the town.
- 6) Snowblowers and other types of private or commercial snow-removal operations.

C. Application for special permit.

Application for a permit for relief from the noise level designated in this Article based on undue hardship may be made to the Town of North Hampton. Any permit granted by the Town shall set forth all conditions pertaining to the specified noise and a reasonable time limit for its abatement.

D. Penalties

The penalty for a violation of this ordinance shall be a fine of not more than \$100 for the first offense and up to \$500 for each subsequent offense.

North Hampton Select Board

James Maggiore, Chair

James Sununu

Jonathan Pinnette

Adopted on _____

Received and recorded this _____ day of _____, 2020

Susan Buchanan, Town Clerk

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

REPORT OF THE TOWN ADMINISTRATOR

Michael J. Tully
Town Administrator

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

TOWN ADMINISTRATOR'S REPORT
MAY 24, 2021 SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from May 11, 2021 through May 21, 2021

Finance

Currently we are in good financial shape with 12% of the budget remaining and 6 weeks remaining in the fiscal year.

Police

The Police Department is looking into repairing the speed signs that were recently deployed. Both appear to have the same issue and the department is waiting on quotes for repair costs. The department has also been working hard on another grant opportunity which they will present at the meeting which will assist in replacing laptop computers in the cruisers.

Fire

The Fire Department is also in the late stages of another grant which will assist with the cost of the phone system we are replacing for the Town. We will be requesting the Board take the next step in that process tonight. The insurance claim has been filed for the ambulance and repairs will begin soon.

Facilities

Town Hall. Nothing new to report. Nothing new to report. Mr. Schnitzler is currently checking his schedule for available time to continue repairs.

The Library. The Library roof has been completed and siding and trim is underway. Interior finishes are being worked on and the project is on schedule.

Stone Building. Nothing new to report. Mr. Schnitzler performed the assessment on the building on April 14th. He is currently putting together the report which I will forward to the Board when it is received.

Town Office/Chevalier Building. The Ricci Construction team met with department heads to begin the space assessment process. The team walked thru each of the buildings and were briefed with the challenges department heads and employees face with the current buildings.

Recreation

Director Manzi held a senior luncheon at the bandstand. Weather was terrific and approximately 20 seniors enjoyed lunch and entertainment. Summer camp employees are in place for a June 21st start date at the school.

Projects

PFAS Investigation. Water samples have been taken from the recently drilled test wells. I will make the Board aware of results when they are available.

Memorial Day. I have had discussions with Commander Bennett from the American Legion Post. They have determined a small ceremony without crowds is appropriate this year and will be doing the same in Hampton. I am working with Channel 22 to have it recorded and played on our channel. Commander Bennett is looking forward to getting back to normal for next year's celebration.

Beach Stickers. Nothing new to report. Beach stickers went on sale on April 1st at the same price point as the last 3 years which is \$35 each.

Education Funding. Nothing new to report. The committee set an estimated budget. Our portion will be just over \$2000 for this year and the same for next year. I have been informed that the invoice will be forthcoming and will send it to payables when received.

Telephone System/Communications. Chief Mone has met with multiple companies on the phone system. She will present her findings and make a recommendation during new business.

Cell Tower. Nothing new to report. I am following another lead in the search for suitable space for a cell phone tower. I will brief the Board if the lead proves to be useful.

Regionalization. Nothing new to report. Chief Lajoie and the Rye Fire Department have established new automatic response guidelines and are currently operating under those protocols. This involves the response of a Rye ladder truck to our community with an engine response to their community when required. These responses are handled through the mutual aid contract between the communities.

Coronavirus. Nothing new to report. As the vaccine rollout continues please call 2-1-1 with any questions.

Walkway Committee. I have spoken with BPS and they will make the appropriate cuts to the pavement when they cut open the new Library entrance. They will invoice the Town separate for this work. We should wait until they finish the new entrance and then go out for bids for the new walkway.

Coakley Landfill Group. Nothing new to report.

Junkyard Closures and/or New Problems: Town employees are dealing with an issue in the area of Sylvan Road. Another neighborhood meeting is scheduled for May 26th where we will attempt to work with both parties to solve the issues.

Bandstand: I am working with a local tree service company to have the trees pruned at the bandstand. They are trying to plan a training class for their employees and will in turn give us a reduced rate in order to get the project completed. We are shooting for a June time frame.

Rails to Trails. Nothing new to report. The committee met on May 5th with a presentation from Scott Bogle from RPC. The slideshow is available on the website.

Public Works. DPW has completed yearly sweeping duties. Director Hubbard is researching a small tractor that can be used for snow removal at the complex and Library.

Philbrick Study Report. The wetlands permit has been approved by Conservation Commission. We are waiting on a check to be cut from the next A/P run as well as supporting documents and the permit will be submitted.

Document Management System. Nothing new to report. We are currently looking into software upgrades that would enable us to offer online permitting as well as accept credit card payments. This type of system would be more efficient for residents as well as contractors. The GIS of the tax maps with an interactive page on the website is underway. We have signed the contract and expect the project to be completed this summer.

Meeting Schedule: Our next regularly scheduled meeting is on June 14, 2021.

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

NEW BUSINESS

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT FFY2021

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

GENERAL PROVISIONS

Grant Agreement Title: North Hampton Highway Safety Grant

Grant Agreement #: 21- 139

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name North Hampton Police Department		1.4. Subrecipient Address 233 Atlantic Avenue North Hampton, NH 03862	
Chief of Police Name: Kathryn Mone Grant Contact Name: Same		Chief of Police email: kmone@northhampton-nh-pd.gov Grant Contact's email:	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town Government		1.4.2 DUNS # 825116952 UEI #	Exp Date: 11/18/2021 Exp Date:
1.5. Subrecipient Phone # 603-964-8621	1.6. Effective Date TBD	1.7. Completion Date September 30, 2021	1.8. Grant Limitation \$ 7,671.00 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 603-271-2197	
"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 Subrecipient Signature 2 Subrecipient Signature 3		1.12. Name & Title of Subrecipient Signor 1 Name & Title of Subrecipient Signor 2 Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner NH Department of Safety	
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: / /			

Suggested Motion for Office of Highway Safety Grant Agreement

I make a motion to accept the Office of Highway Safety Grant Agreement FY2021, Grant Agreement #21-139 in the amount of \$7,671 and to authorize Chief Kathryn Mone to proceed with the grant process documents needed to complete the Grant Application. Second _____. All in favor _____. Motion carries ____ to _____.

2. **SCOPE OF WORK** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

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

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS**

9.1. 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, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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

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

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

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

11. **EVENT OF DEFAULT: REMEDIES**

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

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

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

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

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

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

12. **TERMINATION**

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

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the

Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

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

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

13. **CONFLICT OF INTEREST** No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

17. **INSURANCE AND BOND**

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

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

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

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

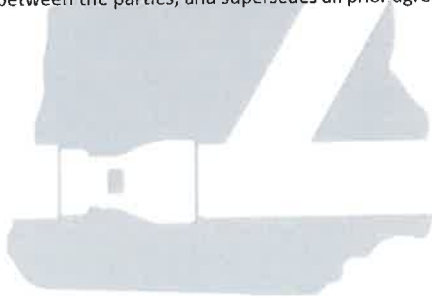
19. **NOTICE** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

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

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

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

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



SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- If the subrecipient is subject to a single-audit finding, they shall notify the NH Office of Highway Safety within 30 days. The subrecipient has six months to resolve any findings.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FRS.gov for each subgrant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (I) the entity in the preceding fiscal year received--
 - 80 percent or more of its annual gross revenues in Federal awards;
 - \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (II) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs;
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace;

5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct

communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CASH MANAGEMENT

Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305. Failure to adhere to these provisions may result in the termination of draw-down privileges.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.

- Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E
 - **Indirect cost rate** (if any) are allowable for the Federal award (including if the de minimis rate is charged per [2 CFR § 200.414](#) - Indirect (Facilities and Administration) costs) ([2 CFR § 200.331\(a\)\(1\)\(xiii\)](#)); and An approved Federally-recognized indirect cost rate (if any) negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity (SHSO) and the subrecipient, or a 10 percent de minimis indirect cost rate as defined in [2 CFR § 200.414](#) - Indirect (F&A) costs, paragraph (b) ([2 CFR § 200.331\(a\)\(4\)](#)).

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) In the event of any conflict or ambiguity between the provisions of the Subrecipient’s application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (B) The NH Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency’s Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____ **Date:** _____

Signor’s Printed Name: _____ **Signor’s Title:** _____

EXHIBIT A

FFY2021 OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT PATROLS PSP & Task 21-02-04 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0	\$ 0.00	\$ 0.00
DUI ENFORCEMENT PSP & Task 21-07-04 FAST Act 402- CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0	\$ 0.00	\$ 0.00
DISTRACTED DRIVING PSP & Task 21-04-04 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward): 69A37520300004020NH0, 69A37521300004020NH0	\$ 0.00	\$ 0.00
PEDESTRIAN BICYCLE PSP & Task 21-06-04 FAST Act 405h - CFDA: 20.616 FAIN Number (Subaward): 69A3751830000405hNH0	\$ 0.00	\$ 0.00
JOIN THE NH CLIQUE PSP & Task 21-01-04 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0	\$ 0.00	\$ 0.00
DRIVE SOBER OR GET PULLED OVER PSP & Task 21-07-11 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0	\$ 0.00	\$ 0.00
U DRIVE, U TEXT, U PAY PSP & Task 21-04-11 FAST Act 402 - CFDA: 20.600 FAIN Number (Subaward) : 69A37520300004020NH0, 69A37521300004020NH0	\$ 0.00	\$ 0.00
E-CRASH EQUIPMENT (MDT) PSP & Task 21-03-06 FAST Act 405c FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0 CFDA: 20.616	\$ 5,322.00	\$ 5,322.00
E-CRASH EQUIPMENT (Printers/Scanners/Receivers) PSP&Task 21-03-06 FAST Act 405c FAIN Number (Subaward): 69A3751830000405cNH0, 69A3751930000405cNH0, 69A3752030000405cNH0, 69A3752130000405cNH0 CFDA: 20.616	\$ 2,349.00	\$ 587.25
Total Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).	\$ 7,671.00	\$ 5,909.25

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Is This a Research and Development Project: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

EXHIBIT B
GRANT REQUIREMENTS AND INFORMATION

- Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

Reimbursement Schedule and Required Paperwork

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. **January 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** for July-September (Quarter 4)

- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Overtime Payroll Reimbursement Form (HS-20) for each project;
 3. Match Tracking Form (HS-22) for each project;
 4. Quarterly Summary Report (HS-100 QSR) for each project;
 5. Patrol Activity Reports (HS-200) for each project; and
 6. Final Report HS-7b to be submitted with final reimbursement

- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
 2. Copy of the detailed equipment invoice;
 3. Match Tracking Form (HS-22);
 4. Copy of Cancelled Check; and
 5. Final Equipment Report (HS-8E)

- If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.

- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.

- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.

- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____ Signors Title: _____

Scope of Work

eCrash Equipment

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

NOTE: All equipment must meet the "BUY AMERICA" requirement

X Printer, Bar Code Scanner, GPS Receiver Equipment

- A reimbursable **unit** includes the following three items:
 1. Compatible Printer w/Mobile Adapter Kit
 2. Compatible Bar Code Scanner
 3. Compatible USB GPS Receiver
- eCrash equipment cannot exceed the amount of \$1,000.00 per **unit** to include shipping.
- Only cruisers that are **primarily (used 50% of the time for enforcement efforts)** used for citation, crash reporting and have connectivity (VPN) to the state system will be considered eligible for this eCrash equipment grant.
- Purchased units must be installed within 90 days of receiving equipment.
- Law Enforcement agencies who are participating in this program are expected to begin submitting electronic crash reports to the Division of Motor Vehicles within 180 days of receiving equipment.

+++++

X Mobile Data Terminal Equipment

- A reimbursable **unit** includes the following two items:
 1. Laptop - OHS will reimburse 50% up to \$1,500 for each laptop awarded
 2. Docking Station/Mounting Hardware/Stand - OHS will reimburse 50% up to \$500 for docking station/mounting hardware/stand
- Only cruisers that are **primarily (used 50% of the time for enforcement efforts)** used for citation, crash reporting and have connectivity to the state system will be considered eligible for this E-Crash equipment grant.
- Purchased units must be installed within 90 days of receiving equipment.
- Law Enforcement agencies who are participating in this program are expected to begin submitting electronic crash reports to the Division of Motor Vehicles within 180 days of receiving equipment.

NOTE: Does not include the purchase of equipment outside the scope of the above mentioned equipment.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Richard C. Bailey, Jr., Assistant Commissioner
Eddie Edwards, Assistant Commissioner



Homeland Security and Emergency Management

Jennifer L. Harper, Director
Grant M. Nichols, Assistant Director

May 12, 2021

Mark Cook Assistant EMD
The Town of North Hampton
235 Atlantic Avenue
North Hampton, NH 03862

Dear Assistant Director Cook:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on April 27, 2021 for the EOC Phone System Upgrade Project.

- 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 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, Heather Dunkerly.

Thank you for your interest in the EMPG Program!

Sincerely,

Robert Perocchi

Robert Perocchi
EMPG Program Coordinator

Enclosures

cc: Heather Dunkerly, 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

Guidance for Meeting Minutes

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

“The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$8,830.00 to update the community’s Local Emergency Operations Center Phone System. Furthermore, the Board acknowledges that the total cost of this project will be \$17,660.00, in which the town will be responsible for a 50% match (\$8,830.00).”

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

As a reminder, please have the signor(s) and notary/justice of the peace sign and date the Grant Agreement the same 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: \$8,830.00
Project: EOC Phone System

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 **June 11, 2021** to:
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR emailed 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.**

Notary Public or Justice of the Peace complete the following:

- Block 1.13 – Fill in County and Date
- Block 1.13.1 – Signature of Notary Public or Justice of the Peace, with seal.
- Block 1.13.2 – Name and Title of Notary Public or Justice of the Peace, with expiration date

At this time, these documents do NOT need to be notarized.

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%)

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 Tel. #/Address 603-964-8087 233 Atlantic Ave. North Hampton, NH 03862	
1.5 Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2022	1.8. Grant Limitation \$8,830.00
1.9. Grant Officer for State Agency Robert Perocchi, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3627	
"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. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace _____ (Commission Expiration) _____			
1.14. State Agency Signature(s) By: _____ On: _____ / _____ / _____		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
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: _____ / _____ / _____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 (“the effective date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient’s normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Subrecipient” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient’s breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

EXHIBIT A

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”) \$8,830.00 to update the Town’s Local EOC Phone System.
2. “The Subrecipient” agrees that the project grant period ends August 31, 2022 and that a final performance and expenditure report will be sent to “the State” by September 30, 2022.
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.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$8,830.00	\$8,830.00	\$17,660.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2020-EP-00005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 825116952			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$8,830.00.
- b. "The State" shall reimburse up to \$8,830.00 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).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2019, to the identified completion date (block 1.7).

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

EXHIBIT C

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:

(Assigned by Municipality)

YR TOWN OP#
 - - - T

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- Town/City of: North Hampton
- Tax Map/Block/Lot or USFS Sale Name & Unit No.
Map 7 Lot 161
- Intent Type: Original Supplemental (Original Intent Number)
- Name of Access Road: Atlantic Avenue
- 5a. Acreage of Lot: 85.26 Acreage of Cut: 50 +/-
- 5b. Anticipated Start Date: Summer 2021
- Type of ownership (check only one):
 - Owner of Land and Stumpage (Sole Owner)
 - Owner of Land and Stumpage (Joint Tenants)
 - Owner of Land and Stumpage (Tenants in Common)
 - Previous owner retaining deeded timber rights
 - Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT / CERTIFICATE TO BE SENT TO:
 OWNER OR LOGGER / FORESTER
 BY MAIL OR E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

Scott Sweet 5/4/21
 SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Town of North Hampton
 PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Town of North Hampton
 PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

233 Atlantic Avenue
 MAILING ADDRESS

North Hampton NH 03862
 CITY OR TOWN STATE ZIPCODE

E-MAIL ADDRESS

HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
 1. All owners of record have signed the Intent;
 2. The land is not under the Current Use Unproductive category;
 3. The form is complete and accurate; and

- Any timber tax bond required has been received.
\$ _____ Date: _____
- The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- This form to be forwarded to DRA within 30 days.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

For Tax Year April 1, 2021 to March 31, 2022

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	110	MBF
Hemlock	80	MBF
Red Pine	40	MBF
Spruce & Fir	10	MBF
Hard Maple	10	MBF
White Birch	5	MBF
Yellow Birch	5	MBF
Oak	25	MBF
Ash	5	MBF
Soft Maple	20	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	40	MBF
Other (Specify)		MBF
Pulpwood		Tons
Spruce & Fir	25	
Hardwood & Aspen	550	
Pine		
Hemlock	850	
Biomass Chips	2000	
Miscellaneous		Tons
High Grade Spruce/Fir		
Cordwood & Fuelwood	350	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount:
---------	---------

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

Scott Sweet 5/4/21
 SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

Scott Sweet
 PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

PO Box 234
 MAILING ADDRESS

Strafford NH 03884
 CITY OR TOWN STATE ZIPCODE

6037654157 Sweetslogginglandclearing@gmail.com
 PHONE NUMBER E-MAIL ADDRESS



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 26, 2021

TOWN OF NORTH HAMPTON
233 ATLANTIC AVE
NORTH HAMPTON NH 03862

Re: Forestry Statutory Permit-by-Notification (RSA 482-A)
NHDES File Number: 2021-01254
Project Location: North Hampton, Tax Map #7, Lot #161

Dear Applicant:

On April 23, 2021, the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau received the above-referenced Forestry Statutory Permit-by-Notification (Forestry SPN). On April 26, 2021, the NHDES determined that the Forestry SPN was administratively complete and that the project as described met the requirements for a Forestry SPN. Pursuant to RSA 482-A:3, XIV and Rules Env-Wt 100-900, work may commence in accordance with the conditions listed on the Forestry SPN form and listed below:

1. The project meets the minimum impact criteria outlined in Administrative Rule Env-Wt 520.05.
2. You are NOT working in a municipally designated prime wetland, duly established 100-foot buffer, or Priority Resource Area unless authorized under Env-Wt 407. To find out if your project's municipality has designated a wetland as prime, log on to: https://www.des.nh.gov/organization/divisions/water/wetlands/prime_wetlands.htm.
3. Access is not used for subdivision, development, or other land conversion to non-forestry uses, except that forestry uses may be combined with normal agricultural operations or trail construction or maintenance, or both.
4. You follow the Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire published and revised in 2016 by the NH Department of Resources & Economic Development. To view the manual, log on to: https://extension.unh.edu/resources/files/Resource000247_Rep266.pdf.
5. The Confirmation of Complete Forestry SPN form (printed on Tyvek paper) must be posted in a secure manner, in a prominent place, at the site of the approved project. The Confirmation form will be sent to the forester or logger, if one is identified in your Forestry SPN.

This Forestry SPN is valid through April 26, 2023.

If you have any questions, please contact the Wetlands Bureau at (603) 271-2147.

Sincerely,

Linda S. Lester
Notification Reviewer, Wetlands Bureau
Land Resources Management, Water Division

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588
TDD Access: Relay NH 1 (800) 735-2964



New Hampshire Department of Environmental Services
 Wetlands Bureau
 29 Hazen Drive, Concord, NH 03302, (603) 271-2147



Confirmation of Complete Forestry Notification

DES File #: 2021-01254 Notification Expires
 Property Owner: Town of N. Hampton
 Town: North Hampton
 Logger or Forester: Scott Sweet 04/26/2023
 Tax Map: 7
 Lot: 161 Provided the project is in compliance with RSA 79:10
LSL

Forestry Permit by Notifications Specialist
 DES Wetlands Bureau, 603-271-2147

This Confirmation should be posted at the site in a conspicuous place.



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 26, 2021

SAGAMORE GOLF INC
101 NORTH RD
NORTH HAMPTON NH 03862

Re: Forestry Statutory Permit-by-Notification (RSA 482-A)
NHDES File Number: 2021-01253
Project Location: North Hampton, Tax Map #17, Lot #108

Dear Applicant:

On April 23, 2021, the New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau received the above-referenced Forestry Statutory Permit-by-Notification (Forestry SPN). On April 26, 2021, the NHDES determined that the Forestry SPN was administratively complete and that the project as described met the requirements for a Forestry SPN. Pursuant to RSA 482-A:3, XIV and Rules Env-Wt 100-900, work may commence in accordance with the conditions listed on the Forestry SPN form and listed below:

1. The project meets the minimum impact criteria outlined in Administrative Rule Env-Wt 520.05.
2. You are NOT working in a municipally designated prime wetland, duly established 100-foot buffer, or Priority Resource Area unless authorized under Env-Wt 407. To find out if your project's municipality has designated a wetland as prime, log on to: https://www.des.nh.gov/organization/divisions/water/wetlands/prime_wetlands.htm.
3. Access is not used for subdivision, development, or other land conversion to non-forestry uses, except that forestry uses may be combined with normal agricultural operations or trail construction or maintenance, or both.
4. You follow the Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire published and revised in 2016 by the NH Department of Resources & Economic Development. To view the manual, log on to: https://extension.unh.edu/resources/files/Resource000247_Rep266.pdf.
5. The Confirmation of Complete Forestry SPN form (printed on Tyvek paper) must be posted in a secure manner, in a prominent place, at the site of the approved project. The Confirmation form will be sent to the forester or logger, if one is identified in your Forestry SPN.

This Forestry SPN is valid through April 26, 2023.

If you have any questions, please contact the Wetlands Bureau at (603) 271-2147.

Sincerely,

Linda S. Lester
Notification Reviewer, Wetlands Bureau
Land Resources Management, Water Division

OFFICE OF THE SELECT BOARD
JAMES MAGGIORE, CHAIR
JAMES SUNUNU, VICE CHAIR
JONATHAN PINETTE, MEMBER



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
OFFICE *of the* SELECT BOARD

May 24, 2021

Walkway Committee Member

North Hampton, NH 03862

Re: Town Clerk building walkway

The members of the North Hampton Select Board would like to express their sincere thanks to the members of the Town Clerk building walkway committee for their efforts to present a plan to transform the current driveway at the Town Clerk's building into a beautiful walkway.

The walkway will be a benefit to all our residents in the way of safe access to the building. The increase in greenspace at the common area as well as the increase in impermeable surface match well with the environmental desires consistently expressed by residents for decades.

Thank you for serving North Hampton.

Jim Maggiore

James Sununu

Jonathan Pinette

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
233 ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

MINUTES OF PRIOR MEETINGS



1
2 **TOWN OF NORTH HAMPTON, NEW HAMPSHIRE**
3 **NORTH HAMPTON SELECT BOARD/**
4 **LIBRARY TRUSTEES JOINT MEETING**
5 **APRIL 26, 2021 7:00 PM**
6 **NORTH HAMPTON TOWN HALL**
7 **DRAFT MINUTES**
8

9 SELECT BOARD MEMBERS PRESENT: Chairman Jim Maggiore, Vice Chairman James Sununu, Selectman
10 Jonathan Pinette

11 ALSO PRESENT: Town Administrator Michael Tully, Deputy Fire Chief Mark Cook, Recreation Director Joe
12 Manzi, Deputy Police Chief Frank Daly, Conservation Commission Lisa Wilson, Forest Technician Nate
13 Corbran, School Business Administrator Matt Ferreira

14 **AGENDA**
15

16 Chairman Jim Maggiore welcomed everyone to the April 26, 2021 North Hampton Select Board Meeting
17 and called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance.
18

19 Chairman Maggiore said they were coming from Non-Public with no decisions made and no votes taken.

20 **Motion:** To seal the Meeting Minutes of the Non-Public Session of April 26, 2021.

21 **Motioned:** Vice-Chair Sununu

22 **Seconded:** Selectman Pinette

23 **Vote:** Motion approved by a vote of 3-0
24

25 **First Public Comment Session**

26 *In order to assure the public has the ability to comment and share ideas during the Public Comment portion of the*
27 *meeting we have arranged the ability to include live phone calls and email during the meeting:*
28

29 *Call 603-758-1447; email jmaggiore@northhampton-nh.gov*
30

31 No Public Comments
32

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

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

Select Board/Library Trustees Joint Meeting
April 26, 2021

40 **Consent Calendar**

- 41 5.1 Payroll Manifest of April 15, 2021 in the amount of \$76,885.88
- 42 5.2 Payroll Manifest of April 22, 2021 in the amount of \$79,904.45
- 43 5.3 Accounts Payable Manifest of April 15, 2021 in the amount of \$112,040.07
- 44 5.4 Veterans Exemption
- 45 5.5 Elderly Exemption
- 46 5.6 Cemetery Deed
- 47 5.7 Intents to Cut Wood or Timber
- 48 5.8 Tax Abatements

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

51 **Motioned:** Vice-Chair Sununu

52 **Seconded:** Selectman Pinette

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

54

55 **Correspondence**

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

57

58 *Correspondence from Tim Harned, April 12, 2021*

59 Chairman Maggiore read the correspondence from Mr. Harned in full regarding the proposed timber
60 harvest on town-owned land and questioning whether it is in the best interest of the Town and what the
61 impact of a tree harvest will have on the biodiversity and overall health of the land.

62

63 **Committee Updates**

64

65 Selectman Pinette said the *Economic Development Committee* has not met and the next meeting is
66 scheduled for May 5, 2021.

67

68 Chairman Maggiore said the *Heritage Commission* has a *Sub-Committee* to discuss a walkway in front of
69 the Stone Building and there is the potential for the Select Board to waive the policy of getting 3 quotes
70 for work done as they are working cooperatively with Library contractors and with DOT. Town
71 Administrator Tully said it would save money not having to call in another contractor to do the curb cut.

72

73 Chairman Maggiore said the *Water Commission* has not met and is continuing to work on legal issues.

74

75 Vice-Chair Sununu said the *Budget Committee* met last week and appointed 2 new members: Andrew
76 Raucci and Chuck Gallant and discussed topics that may come up during budgeting sessions.

77

78 **Public Hearing**

79

80 **8.1** To Consider the unanticipated Revenue in the Amount of \$6,269.05 Awarded to the North Hampton
81 Fire Department for a Thermal Imaging Camera and Accessories

82

83 Deputy Fire Chief Mark Cook said the Fire Department has received a grant from Fire House Subs Public
84 Safety Foundation to replace an aging thermal imaging camera with state-of-the-art equipment which will
85 enhance their capabilities.

86

87 Chairman Maggiore opened the first Public Hearing at 7:23 pm to consider accepting funds from the Grant.

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Motion: To accept the unanticipated revenue in the amount of \$6,269.05 for purpose of a Thermal Imaging Camera and accessories for the North Hampton Fire Department.

Motioned: Vice-Chair Sununu

Seconded: Selectman Pinette

Vote: Motion approved by a vote of 3-0

As there were no public comments Chairman Maggiore closed the Public Hearing at 7:25 pm.

8.2 To Consider the Acceptance of Unanticipated Revenue in the Amount of \$25,196 from the Department of Natural and Cultural Resources Bureau of Trails Recreational Trails Program for the Conservation Commission

Lisa Wilson, Chair of the Conservation Commission, said the Commission was pleased to receive this grant of \$25,196 with work to be completed in fall of 2021. The project was vetted by the New Hampshire Heritage Commission and received an historic review; the Trail will provide a recreational opportunity for the community and the public.

Chairman Maggiore opened the second Public Hearing at 7:27 pm to consider accepting funds from the Recreational Trails Program Grant.

As there were no public comments Chairman Maggiore closed the second Public Hearing at 7:28 pm.

Motion: To accept the unanticipated revenue in the amount of \$25,196 from the Department of Natural and Cultural Resources Bureau of Trails Recreational Trails Program for the Conservation Commission.

Motioned: Vice-Chair Sununu

Seconded: Selectman Pinette

Vote: Motion approved by a vote of 3-0

Report of the Town Administrator

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

Report from April 10 to April 23, 2021: Town Administrator Tully said 20% of the Budget remains with 10 weeks remaining in the fiscal year; Fire Department has become a Paramedic Preceptor Site; Library working on details with Walkway Committee; Town Offices creating skeleton schedule for a design phase timeline; 7 monitor wells drilled on Town property for PFAS investigation; new phone system by beginning of June; Philbrick Pond Project moving forward with DES permits and goal of completing Phase I this fall.

Chairman Maggiore said the *Heritage Commission* participated in a walk-through at the Library and discussed the stone wall in front of the property relative to the new curb cut. Vice-Chair Sununu said once they come up with a plan, the cutoff for the walkway near the Stone Building will be clear.

Items Left on the Table

NEW BUSINESS

11.1 Discussion of Intent to Cut Wood or Timber at North Hampton School

135 Chairman Maggiore said last year the Select Board received an “intent to cut” wood harvest on Town-
136 owned School property and had 30 days to act which raised questions on the degree of scrutiny needed
137 on public land considering biodiversity and impact on Wetlands. The Select Board made several attempts
138 to get more information and did not approve the timber cut which expired with no action taken.
139

140 Nate Corbran, Forest Technician for Sweet Logging, said he will be in charge of multiple selective timber
141 harvests in the Town for long-term management. He said the harvest at the Elementary School will not be
142 a heavy cut and there will be no cutting in the Wetlands with the goal to improve forest health and make
143 future harvests possible. He said they will be taking out low-grade product and leaving all saw logs and
144 stumps on the on the 85-acre property. From an educational aspect he has offered his time to meet and
145 speak with students and perhaps do a walk-through.
146

147 Questions: Vice-Chair Sununu said he reviewed a scope of work done last year by Mr. Corbran; more
148 information was requested and provided identifying the different stands in there, kinds of trees, and how
149 the forest would look before and after. He said it seemed beneficial if Mr. Corbran could come in and talk
150 to students about forest management and said he was still in favor of going forward with this though he
151 understood the concerns about biodiversity.
152

153 Selectman Pinette asked about selective cutting with regard to stumps and clearing of the ground. Mr.
154 Corbran said no stumps would be removed and each tree would be excavated and laid down to be pulled
155 out to a landing area. After harvest all roads are flattened, and problem areas fixed. Chairman Maggiore
156 said DES needs to be involved in Wetlands issues and asked if Mr. Corbran had filed for a Forestry Statutory
157 Permit by Notification, which he had.
158

159 School Business Administrator Matt Ferreira said he has been involved in this proposed project for over a
160 year and there had been 2 prior harvests in that area. It was approved by the School Board after a
161 presentation by Mr. Corbran and shifted to the purview of the Town. The School is still involved for student
162 safety and the timing of the project. He said this project was overdue for forest health and includes
163 improving the trail and removing hazards to ensure student safety from a liability standpoint.
164

165 Chairman Maggiore opened the hearing to public comment.
166

167 Lisa Wilson said the Conservation Commission is concerned with work conducted in the Wetlands and
168 asked if there was a need to cross the Little River. Mr. Corbran said they will need to cross the Little River
169 as well as other streams. Ms. Wilson asked what DES recommends for protection of the vernal pool, and
170 Mr. Corbran said they would not cut within 50 feet of the pool.
171

172 Ms. Wilson asked about the report from the New Hampshire Heritage Bureau, and. Mr. Corbran said they
173 did not report any rare occurrences. Ms. Wilson said a preliminary done last week showed there were
174 rare occurrences. She said in 2016 that area was designated by NOAH as a priority protection area for
175 flood attenuation and pollution control. Chairman Maggiore read the letter from Ms. Wilson in full.
176

177 The letter stated that NH DES Forestry Statutory Permit by Notification (SPN) for timber cutting or logging
178 requires that the applicant determine whether the area is located in a Primary Resource Area, and the
179 Conservation Commission recommends the Select Board withhold approval of any future application until
180 projects are reviewed by the Commission. The 85-acre area includes a section of Little River and sensitive
181 Wetlands and is considered a priority resource area as defined by DES and in a protection priority area for
182 water quality protection.

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Phil Wilson of 9 Runnymede Drive asked Mr. Corbran what he was going to do about the “slash” and if he would smooth any roads or trails damaged. Mr. Corbran said they are a whole tree operation; the tree is cut, laid on hitches and the entire tree is dragged out; any debris over 4 inches in diameter will be picked up and “slash” will be mostly fine woody debris.

Tim Harned of Lovering Road said he is concerned about biodiversity, and the School has the opportunity for promoting biodiversity and everything that goes on in the forest for educational purposes. He said the Town should determine what they are trying to get out of the land to make it the most useful from an educational standpoint and said leaving the forest as it is gives the most in terms of biodiversity. He added that the Town has a Wetlands Conservation District which limits the number of trees to be cut in Wetlands and surrounding buffer areas and those ordinances are in place. He said the Select Board is setting the ground rules for how this property is going to be logged and can put forward constraints. He said he would like to see a plan made for this property and then contact UNH Cooperative Extension for advice on how to best accomplish that plan.

Mr. Harned asked in what season the harvest would be done, and Mr. Corbran said he planned a winter harvest for the best impact but with the school it would need to be when students were not there for safety reasons. He said it would take about a month and the entire harvest about 3 months. Town Administrator Tully said the Board does not yet have the application from Mr. Corbran but will review all information and comments and act when it is received.

Chairman Maggiore called for a short break in the meeting.

11.2 Discussion and Approval of Irrigation at Dearborn Park

Recreation Director Joe Manzi said one of their goals for this year is to get irrigation at Dearborn Park to make improvements to the ball field. Two companies specced it out and gave prices: Rainscape Lawn Sprinkler Systems quoted \$7,820 based on 65 heads and Waterboy Irrigation, LLC. quoted \$9,650 based on 78 heads. Both companies made sure the water supply there was adequate for the project. Money for the project would be from the Recreation Revolving Account.

Motion: To approve the recommendation of Rainscape to install a sprinkler system at Dearborn Park in the amount of \$7,820 from the Recreation Revolving Account.

Motioned: Vice-Chair Sununu

Seconded: Selectman Pinette

Vote: Motion approved by a vote of 3-0

11.3 Discussion of Noise Ordinance

Town Administrator Tully said they were looking at problems with construction noise outside normal hours of operation by neighbors. This is a collaboration between the Building Department and the Police Department to look at what we can do to create an ordinance that is enforceable and protects the serenity of our neighborhoods and this is the document they came up with. He said this is not the Public Hearing but a draft for the Select Board to make changes before it comes before the public.

Town Administrator Tully said Travis, Chief Mone, and Deputy Daly shared experiences with other communities they have been in, did research, and put together what they believe gives us the best protections going forward. Selectman Pinette asked about animals, specifically barking dogs.

231 Deputy Police Chief Frank Daly said there are specific State Statutes they would fall back on for barking
232 dogs and they would take action under State Law. Vice-Chair Sununu asked who should be contacts if
233 there are issues and Deputy Daly said call the Police and they can take action under this ordinance.
234 Chairman Maggiore asked Deputy Daly to summarize the ordinance for the public.

235
236 Deputy Daly said this basically outlines parameters between 9:00 pm and 7:00 am, and for any
237 construction creating a disturbance beyond those hours the Police would be able to arrive and take
238 enforcement action. Currently they have to fall back on Disorderly Conduct Statute. This allows officers to
239 deal with the incident as it is in front of them and issue a summons or warning. Beyond that it allows the
240 Building Inspector to issue permits and set the time parameters.

241
242 Mr. Harned said the complaint received by the Planning Board for construction was busting up ledge on a
243 week after week duration, even on weekends and he was not sure the time parameters set would alleviate
244 that problem. Deputy Daly said for Town projects the hours are 7:00 am to 7:00 pm. Selectman Pinette
245 asked about fireworks in the summer and Town Administrator Tully said the Town already has a Fireworks
246 Ordinance. Chairman Maggiore asked if a control can be put on the length of a project based on noise
247 level; Town Administrator Tully said currently there is no Noise Ordinance in place.

248
249 **11.4 Discussion of Economic Development Committee Charge**
250 Chairman Maggiore said the EDC was founded in 2013 with a specific charge and submitted a report this
251 last year to the Select Board which was forwarded to the Planning Board with the Ironwood report; EDC
252 now has 5 vacancies.

253
254 Vice-Chair Sununu said the charge from 2017 and the EDC Vision Statement of 2018 dovetails away from
255 the committee charge of the Village Center and the conceptual project was not a generally productive
256 exercise. He said he was not sure how EDC will move on from here before any evaluation from the
257 Planning Board and said the charge is still relevant as written, and he is not prepared to appoint anyone
258 to the EDC until they see the outcome of what the process yielded.

259
260 Selectman Pinette agreed with Mr. Sununu regarding the future of the EDC and waiting to hear from the
261 Planning Board. Vice-Chair Sununu said after the long process the committee vote was split and a minority
262 opinion was put forward with a different recommendation, and it is best to wait before appointing
263 members. Chairman Maggiore agreed as well.

264
265 **Motion:** That the Select Board suspend continuation of the Economic Development Committee as a Sub-
266 Committee pending response from the Planning Board from Ironwood submission they received.

267 **Motioned:** Vice-Chair Sununu

268 **Seconded:** Selectman Pinette

269
270 Town Administrator Tully said this leaves the EDC suspended until the Board takes further action. Vice-
271 Chair Sununu suggested tailoring the pending appointees with others that might offer a different range of
272 experience once the new charge is assigned to the EDC.

273
274 **Vote:** Motion approved by a vote of 3-0
275

276 **11.5 Appointments to Economic Development Committee**
277 *On hold until Select Board takes further action on the Committee.*

278

279 **11.6 Appointments to Conservation Commission**

280 Chairman Maggiore said the Chairman of the Conservation Commission submitted 2 names for
281 appointment as regular members: Andrew Vorkink and Audrey Prior.

282

283 **Motion:** To appoint Andrew Vorkink and Audrey Prior as members of the Conservation Commission for
284 3-year terms to expire in 2024.

285 **Motioned:** Vice-Chair Sununu

286 **Seconded:** Selectman Pinette

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

288

289 **11.7 Discussion of Letter to W/S Development**

290 Vice-Chair Sununu said this a draft letter from the Select Board to Dan Hester who works for W/S
291 Development, owners of Lafayette Crossing. Given their proximity to the Rail Trail they are willing to work
292 with the Town on a way to provide public access to the Rail Trail with any activity a benefit to their
293 businesses. Dan Hester recommended the Select Board send a formal letter to W/S Development
294 requesting collaboration.

295

296 The Select Board agreed by consensus to forward the letter to W/S Development.

297

298 **MINUTES OF PRIOR MEETINGS**

299

300 **Approval of the Regular Meeting Minutes of April 12, 2021**

301 **Motion:** To approve the Regular Meeting Minutes of April 12, 2021 as presented.

302 **Motioned:** Vice-Chair Sununu

303 **Seconded:** Selectman Pinette

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

305

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

307

308 **Second Public Comment Session**

309 *Call 603-758-1447; email jmaggiore@northhampton-nh.gov*

310

311 Phil Wilson said regarding the EDC decision, he would have said to dissolve EDC and reconstitute when
312 we are clearer about Planning Board issues, and for the Town to effectively pursue any approach to EDC
313 they need to get through the pandemic and more thoroughly understand the changes that will result.

314

315 **Next Regular Meeting:** May 10, 2021

316

317 **Adjournment**

318

319 Chairman Maggiore adjourned the meeting at 9:05 pm.

320

321 Respectfully submitted,

322

323 Patricia Denmark, Recording Secretary

324



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

4 **MAY 10, 2021 7:00 PM**

5 **NORTH HAMPTON TOWN HALL**

6 ***DRAFT MINUTES***
7

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

10 ALSO PRESENT: Town Administrator Michael Tully, Deputy Fire Chief Mark Cook, State Highway Safety
11 Engineer Michael Dugas, NHDOT District 6 Engineer Brian Schutt, Heritage Commission Chair Donna Etela,
12 Police Chief Kathryn Mone

13 **AGENDA**
14

15 Chairman Jim Maggiore welcomed everyone to the May 10, 2021 North Hampton Select Board Meeting
16 and called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance.
17

18 Chairman Maggiore said they were coming from Non-Public with one issue and one motion which was
19 unanimous; Town Administrator to act on intent.

20 **Motion:** To seal the Meeting Minutes of the Non-Public Session of May 10, 2021.

21 **Motioned:** Vice-Chair Sununu

22 **Seconded:** Selectman Pinette

23 **Vote:** Motion approved by a vote of 3-0
24

25 **First Public Comment Session**

26 *In order to assure the public has the ability to comment and share ideas during the Public Comment portion of the*
27 *meeting we have arranged the ability to include live phone calls and email during the meeting:*
28

29 *Call 603-758-1447; email jmaggiore@northhampton-nh.gov*
30

31 No Public Comments
32

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

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

- 5.1 Payroll Manifest of April 29, 2021 in the amount of \$78,984.85
- 5.2 Payroll Manifest of April 22, 2021 in the amount of \$91,414.16
- 5.3 Accounts Payable Manifest of April 15, 2021 in the amount of \$1,440,306.22
- 5.4 Elderly Tax Deferral Application
- 5.5 Elderly Exemption Application
- 5.6 Current Use Application

Vice-Chair Sununu said he requested more information about items 5.4 and 5.6.

Motion: To move item 5.4 Elderly Tax Deferral Application and item 5.6 Current Use Application to the Table pending receipt of additional information.

Motioned: Vice-Chair Sununu

Seconded: Selectman Pinette

Vote: Motion approved by a vote of 3-0

Motion: To approve Consent Calendar items 5.1, 5.2, 5.3, and 5.5 as presented.

Motioned: Selectman Pinette

Seconded: Vice-Chair Sununu

Vote: Motion approved by a vote of 3-0

Correspondence – None

Copies of all Correspondence will be attached to these minutes.

Committee Updates

Selectman Pinette said the *Economic Development Committee* did not meet and are awaiting response from the Planning Board; Phil Wilson is temporary Committee Chairman.

Chairman Maggiore said the *Heritage Commission* is meeting next week; discussion at last meeting regarding Walkway.

Chairman Maggiore said the *Water Commission* has not met and is continuing to work on legal issues.

Vice-Chair Sununu said the *Rails to Trails Committee* met last week and discussed trail access information; Scott Bogle of RPC presented overview of entire Seacoast Greenway Project available on website; expected completion of Trail now 2023 given State's timeline.

Vice-Chair Sununu said there was no update for the *Budget Committee*.

Public Hearing

8.0 To Consider the Acceptance of Unanticipated Revenue in the Amount of \$5,700 from the Enbridge Safe Community Program for the purchase of a RAE Systems MultiRAE 4-gas/PID hazardous materials detection meter.

87 Deputy Fire Chief Mark Cook said the Fire Department was the recipient of a grant from Enbridge
88 Company which provides grants for equipment, training, etc. This is a common piece of equipment used
89 by Fire Departments for air monitoring and hazardous material detection. Training can be done in-house.
90

91 Chairman Maggiore opened the Public Hearing at 7:14 pm.

92

93 As there were no public comments Chairman Maggiore closed the Public Hearing at 7:16 pm.

94

95 **Motion:** To accept the unanticipated revenue in the amount of \$5,700 from the Enbridge Safe Community
96 Program for the purchase of a RAE Systems MultiRAE 4-gas/PID hazardous materials detection meter.

97 **Motioned:** Selectman Pinette

98 **Seconded:** Vice-Chair Sununu

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

100

101 **Report of the Town Administrator**

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

103

104 Report April 27 to May 7, 2021: Finance: 16% of Budget remaining with 8 weeks left in fiscal year and
105 Department Heads spending on projects held back earlier in the year; Police Department now at full staff;
106 Fire Department grant received from Volunteer Fire Fighters Council for forest fire protective gear; Ladder
107 Truck out of service and will operate using Mutual Aid agreements; sprinkler project scheduled for
108 Dearborn Park; openings for Summer Camp starting June 21, 2021; telephone system recommendations
109 by May 24, 2021 meeting; Town employees dealing with issues in area of Sylvan Road, holding
110 neighborhood meetings. Document Management looking at software upgrades for online permitting and
111 credit card payments; GIS Tax Maps completed by July.

112

113 Chairman Maggiore asked that a copy of the Stone Building review be forwarded to the Heritage
114 Commission.

115

116 **Items Left on the Table**

117

118 **NEW BUSINESS**

119

120 **11.1 New Hampshire Department of Transportation – Route 151/111 Intersection**

121 State Highway Safety Engineer Michael Dugas, NHDOT District 6 Engineer Brian Schutt

122

123 Chairman Maggiore said New Hampshire DOT is here to discuss the intersection of Routes 111 and 151,
124 due to a safety issue which has been a traffic problem for many years with several fatalities. With the
125 Collaboration of State Senator Sherman and NHDOT were able to work quickly to find possible solutions
126 both long-term and short-term in that area.

127

128 Brian Schutt, NHDOT District 6 Engineer out of Durham, said they would follow up on a meeting with
129 Senator Sherman in October to find a solution to improve that intersection and Mike Dugas, Highway
130 Safety Engineer for NHDOT will present the planned safety improvements for the intersection of Route
131 111 and Route 151.

132

133 NHDOT Highway Safety Engineer Mike Dugas said he would review existing conditions and deficiencies
134 leading to safety, proposed improvements, and schedule of work. He said Route 111 travels from west

135 through junction and continues Eastbound on Atlantic Avenue heading to beach and Route 151 travels
136 north to south through the intersection. There are approximately 8,400 vehicles/day on Route 111 to
137 head of intersection of 151 East and Westbound. On the brief segment where the 2 highways coincide
138 volume is 11,000 vehicles/day with 58 crashes (2 fatalities) over recent 11-year period.

139
140 Mr. Dugas said the intersection is an antiquated layout with numerous contact points, 2-way traffic on all
141 3 sides of the grass island, and sharp edges where Route 111 intersects with Route 151 leading to awkward
142 and difficult sight lines in deciding when to cross 151. High speeds in Southbound direction of 151 for
143 traffic making right-hand turn to proceed west on 111 because of broad curve and current highway
144 alignment. Traffic Eastbound on 111 fails to stop at stop sign and properly yield; drivers can see
145 destination directly in front of them and use that to make incorrect judgments.

146
147 Mr. Dugas said a key element of their proposed reconfiguration is to bring the 2 legs around the grass
148 island closer together in a more conventional right-angle intersection with 151 giving clearer sight lines
149 for stop sign on Route 111 Eastbound. This will be a major improvement that results in 111 West no longer
150 lined up with continuation of Route 111 East across intersection. This will also provide a Southbound right-
151 turn lane on 151 for traffic turning Westbound on 111; lanes on 151 will be separated from through traffic
152 by a concrete traffic island and operate under yield control; creates slower movement than today but still
153 operates very efficiently.

154
155 Mr. Dugas said with this layout the green shading above and below represents eliminated pavement to
156 be seeded. Consideration will be made to reconfigure and realign the driveway of a residence near the
157 intersection working with the property owner on an acceptable design. It is important to note with this
158 configuration there is no change to Route 111 East (one-way leg) or Route 151 except the Southbound
159 right turn lane. At project completion the flashing beacon will be removed. Schedule for work starts in
160 June with a duration of 4 weeks; will be periodic lane closures for traffic control. Work will be done by
161 Brian Schutt and his staff at District 6 Office at DOT.

162
163 Questions: Selectman Pinette asked if there were any plans further up for the other intersections, and
164 said it was very impressive and more land will be added for 2 homeowners without taking anything away
165 from either side. Mr. Dugas said the existing pavement is coming out and the intersection moving away
166 from both houses. Vice-Chair Sununu said it was along the lines of what was discussed, and he was pleased
167 with the right-turn lane and project start date.

168
169 Mr. Dugas said another benefit of the right-turn lane is that drivers stopped at stop sign looking to the left
170 can discern more clearly whether vehicle approaching is turning or coming straight through. Chairman
171 Maggiore said it was consistent with the concepts discussed and appreciated the speed with which the
172 project will be done. He asked that the project be coordinated with the Police and Fire Chiefs if they have
173 any concerns.

174
175 **11.2 Discussion of Walkway in Front of Town Clerk/Tax Collector Office**

176
177 Chairman Maggiore said this came up in October with discussion about the new Library and issues with
178 the parking lot; the Heritage Commission brought up the possibly of turning the oval driveway in front of
179 the Stone Building into a walkway after DOT stated they would be adjusting the driveway. A Walkway Sub-
180 Committee of the Select Board was formed to discuss options and Lauri and Donna Etela created a
181 conceptual plan. They have already raised \$20,000 for the project.

182

183 Chairman Maggiore said the plan also had a sidewalk along the existing parking lot which linked to the
184 walkway. He said the plan voted out includes that sidewalk, but he is asking the Select Board to only
185 consider the plan for the walkway in front of the Stone Building due to concerns raised about the sidewalk
186 not resolved and considering the timing to work collaboratively. He said the plan increases pervious
187 surface which adds potential for 4-5 new parking spaces.

188
189 Walkway Committee Chair Donna Etela said the plan voted on was Revision #3 with a third parking spot
190 added and the walkway widened. Vice-Chair Sununu said the 3rd spot looks tight and Ms. Etela said it can
191 stay as 2 wider spaces. She said she is concerned as she came up with the idea of the sidewalk in front of
192 the parking spaces as a safety issue due to the danger of vehicles parking and traffic going in 2 directions
193 to get up to Library parking. She said the Sub-Committee voted on the plan with the sidewalk and she did
194 not understand the "safety" issues being raised as the Sub-Committee was not contacted.

195
196 Chairman Maggiore said there are concerns with snow storage in that area as snow can no longer be
197 stored on the Homestead Property. Site work would also need to be done to put in the sidewalk and it
198 would have to be maintained, other safety concerns have been raised, and because agreement could not
199 be reached on how to move forward now because of timing the Select Board will move ahead only with
200 the Walkway.

201
202 Vice-Chair Sununu said he is in favor of the sidewalk but also understands the conflicting safety issues and
203 deferring that portion of the plan until the best way to design the sidewalk relative to traffic is determined.
204 Selectman Pinette said with heavy snow we could lose parking as well as the sidewalk and said he was in
205 favor of concentrating on the Walkway. Chairman Maggiore said the idea for the Walkway has no
206 opposition and has the cooperation of all parties involved.

207
208 **Motion:** To approve the Walkway portion of this conceptual plan with 2 additional parking spaces on the
209 west side of the grassy knoll and waive the requirement to obtain 3 competitive bids for this project.

210 **Motioned:** Vice-chair Sununu

211 **Seconded:** Selectman Pinette

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

213
214 There was discussion about whether the Walkway Committee should continue to meet and whether a
215 fund-raising plan was needed. Town Administrator Tully said they first need to determine the cost to do
216 the work, and recommended disbanding the Committee and letting his office take over on getting quotes
217 and finishing the project. Chairman Maggiore said he would put together a letter thanking the members
218 of the Walkway Committee.

219
220 **11.3 Discussion of Noise Ordinance**

221
222 Chairman Maggiore said this came up in response to issues with a construction project and a petition was
223 signed by the Town. It was considered by the Planning Board and now the Select Board about whether
224 the Town should have a Noise Ordinance.

225
226 Police Chief Kathryn Mone said this was the same ordinance presented before and she would answer any
227 questions. Vice-Chair Sununu asked what contact mechanism would be used and to which department
228 and felt that should be specified in the Ordinance. Chief Mone said issues specific to the Building Inspector
229 regarding permits are most easily handled by him, but anyone can call the Police Department. Vice-Chair
230 Sununu said it was well thought out and a good starting point to try to implement something like this.

231
232 Selectman Pinette asked about the Bandstand and Chief Mone said this does not apply to music or
233 recreation but is related to loud construction noises and some home projects. Complaints about loud
234 music would fall under the Disorderly Conduct Statute. She said this is setting a standard for what you
235 should be doing and what bothers other people in town and will be open to a Public Hearing and
236 recommendations of the Select Board.

237
238 **Motion:** To move the Noise Ordinance to a Public Hearing.

239 **Motioned:** Selectman Pinette

240 **Seconded:** Vice-Chair Sununu

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

242

243 **11.4 Appointments to the Rail Trail Committee**

244

245 Vice-Chair Sununu said all members listed here indicated intent in continuing as members of the Rail Trail
246 Committee for another 1-year term.

247

248 **Motion:** To approve the appointment of Joe Manzi, Cynthia Henry, Carrie Becker, Liam Needham, Jeff
249 Latimer, and Tom Argue as Members of the North Hampton Rail Trail Committee and Bob Anderson as
250 Alternate Member for a one-year term as presented.

251 **Motioned:** Vice-Chair Sununu

252 **Seconded:** Selectman Pinette

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

254

255 **MINUTES OF PRIOR MEETINGS**

256

257 **Approval of the Non-Public Meeting Minutes of April 26, 2021**

258 **Motion:** To approve the Non-Public Meeting Minutes of April 26, 2021 as presented.

259 **Motioned:** Vice-Chair Sununu

260 **Seconded:** Selectman Pinette

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

262

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

264

265 Letter dated May 7, 2021 to the Select Board on behalf of the Agricultural Commission asking the Select
266 Board to consider the appointment of Pollyanna Ford as an Alternate Member of the Agricultural
267 Commission for a term of one year signed by Audrey Prior, Chair.

268

269 **Motion:** To approve the appointment of Pollyanna Ford as an Alternate Member of the Agricultural
270 Commission as recommended.

271 **Motioned:** Vice-Chair Sununu

272 **Seconded:** Selectman Pinette

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

274

275 **Second Public Comment Session**

276 *Call 603-758-1447; email jmaggiore@northhampton-nh.gov*

277

278 No Public Comments.

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Next Regular Meeting: May 24, 2021

Adjournment

Vice-Chair Sununu made a motion to adjourn, and Chairman Maggiore adjourned the meeting at 8:33 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary

DRAFT