



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

**NOTICE OF PUBLIC MEETING
MONDAY, JUNE 22, 2020**

5:45 O'CLOCK P.M.

**NORTH HAMPTON TOWN EXECUTIVE OFFICES
NON-PUBLIC SESSION I
233 ATLANTIC AVENUE
5:46 O'CLOCK P.M.**

**NORTH HAMPTON TOWN EXECUTIVE OFFICES
NON-PUBLIC SESSION II
233 ATLANTIC AVENUE
6:15 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. IN PERSON TESTIMONY IS ALLOWED WITH PROPER SOCIAL DISTANCING AND RECOMENDATION OF FACE COVERINGS.

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.

North Hampton TV22 is inviting you to a scheduled Zoom meeting.

Topic: Select Board Meeting

Time: Jun 22, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86958722787?pwd=WC9ibTM5ZTVzREJ5bU1JWHVUVHNPdz09>

Meeting ID: 869 5872 2787

Password: 730955

One tap mobile

+13017158592,,86958722787#,,,,0#,,730955# US (Germantown)

+13126266799,,86958722787#,,,,0#,,730955# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 869 5872 2787

Password: 730955

Find your local number: <https://us02web.zoom.us/j/kcVEPz0Flh>

1. **5:45PM Call to Order by the Chair**
2. **5:46PM Non-Public Session I Pursuant to RSA 91-A:3 II (b,c)**
3. **6:15PM Non-Public Session II Pursuant to RSA 91-A:3 II (a,c)**
4. **7:00PM Return to Public Session & 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 June 11, 2020 in the amount of \$238,356.03
 - 6.2 Payroll Manifest of June 18, 2020 in the amount of \$84,181.41
 - 6.3 Accounts Payable Manifest of June 11, 2020 in the amount of \$83,879.36
 - 6.4 Accounts Payable Manifest of June 11, 2020 in the amount of \$284,078.00
 - 6.5 Approval of Current Use Application

- 6.6 Approval of Abatement Application
- 6.7 Approval of Notices of Intent to Cut Wood & Timber

7. **Correspondence**

- 7.1 Request from U.S. Census Bureau for Facility Use

8. **Committee Updates**

- 8.1 Economic Development Committee
- 8.2 Heritage Commission
- 8.3 Water Commission
- 8.4 Budget Committee

9. **Report of the Interim Town Administrator**

- 9.1 General Report

10. **Items Left on the Table**

11. **New Business**

- 11.1 Discussion of Town Hall Roof Bids
- 11.2 Discussion and Approval of Renewal of Municipal Resources Incorporated Assessing Contract
- 11.3 Discussion of Draft Letter to North Hampton Public Library Trustees
- 11.4 Review Town Engineer Report of North Hampton Public Library Plans

12. **Minutes of Prior Meetings**

- 12.1 Approval of Regular Meeting Minutes of June 8, 2020
- 12.2 Approval of Non-Public Meeting Minutes of June 8, 2020
- 12.3 Approval of Non-Public Meeting Minutes of June 16, 2020

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

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

14. **Second Public Comment Session**

See Item 5, above

15. **Adjournment**

INTERIM TOWN ADMINISTRATOR
MICHAEL TULLY

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

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

TO: SELECT BOARD
FROM: MICHAEL TULLY, INTERIM TOWN ADMINISTRATOR
SUBJECT: CONSENT CALENDAR FOR SELECT BOARD MEETING 06/22/2020
DATE: 06/19/2020

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

Consent Calendar

Payroll Manifest of June 11, 2020 in the amount of \$238,356.03
Payroll Manifest of June 18, 2020 in the amount of \$84,181.41
Accounts Payable Manifest of June 11, 2020 in the amount of \$83,879.36
Accounts Payable Manifest of June 11, 2020 in the amount of \$284,078.00
Approval of Current Use Application
Approval of Abatement Application
Approval of Notices of Intent to Cut Wood & Timber

Janet Facella

From: Michael Tully
Sent: Thursday, June 18, 2020 9:33 PM
To: Janet Facella
Subject: Fwd: [North Hampton NH] Finding training space for U.S. Census Bureau-NH (Sent by Matthew Allen Ramsay, matthew.a.ramsay@2020census.gov)

Jan,

I think we should include this in communications so the Board is aware of the request.

Your thoughts?

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone
Get [Outlook for Android](#)

From: cmsmailer@civicplus.com <cmsmailer@civicplus.com> on behalf of Contact form at North Hampton NH <cmsmailer@civicplus.com>
Sent: Thursday, June 18, 2020 7:12:05 PM
To: Michael Tully <mtully@northhampton-nh.gov>
Subject: [North Hampton NH] Finding training space for U.S. Census Bureau-NH (Sent by Matthew Allen Ramsay, matthew.a.ramsay@2020census.gov)

[EXTERNAL SENDER]

Hello mtully,

Matthew Allen Ramsay (matthew.a.ramsay@2020census.gov) has sent you a message via your contact form (<https://www.northhampton-nh.gov/user/46/contact>) at North Hampton NH.

If you don't want to receive such e-mails, you can change your settings at <https://www.northhampton-nh.gov/user/46/edit>.

Message:

We are searching for one big room or 2 rooms in your fire station or other of your buildings to train U.S. Census Enumerators to conduct the 2020 Census. The U.S. Census training dates are Tuesday, August 4, 2020; Wednesday, August 5, 2020; Thursday, August 6, 2020; Friday, August 7, 2020; and Saturday, August 8, 2020 between 8:00 a.m. - 1:00 p.m. We are training the trainees in a small group of 6, with one trainer, to do administrative work and receive their devices. We hope you can help us.

Governor Chris Sununu's stay at home order and the cap of 10 people in one space expired on June 15, 2020, at 11:59 p.m.

Those that will be trained in your town hall/city hall will do the data collection to get an accurate U.S. Census count. These trained people's census count affects the services, monies, and other aid from the U.S.

Government to New Hampshire.

Thank you so much for considering it and if you have any questions do not hesitate to ask me.

Sincerely,

Matthew Allen Ramsay
Census Clerk-Concord, NH
Field Division
U.S. Census Bureau
Office: 603-369-5613
matthew.a.ramsay@2020Census.gov



May 28, 2020

Town Of North Hampton
233 Atlantic Ave.
North Hampton, NH 03862
Attn: Michael Tully

RE: 1844 Town Hall – Bell Tower

Gentlemen:

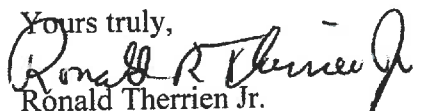
As per your request, we are pleased to quote you a price of (\$49,280.00) to install a flat lock soldered roofing system on the bell tower, flat roof area as described below.

- Set staging to perform the work.
- Lift the existing bell to allow for the new copper panels.
- Remove the wood trim on the corner posts.
- Remove and dispose of the existing metal roofing.
- Install a 16oz. plain copper drip edge around the roof perimeter.
- Over the wood decking, install a high Carlisle “Whip” high temp. ice & water shield.
- Over the ice & water shield, install a rosin paper.
- Over the rosin paper, install a 16oz. plain copper, flat lock, soldered roofing panel system.
- Flash the corner post.
- Re-secure the bell on sleepers.
- Remove staging.

Please note should any roof decking or wood work need replacement, same will be done at an extra cost.

Thank you for this opportunity to be of service to you.

Yours truly,


Ronald Therrien Jr.



MJ Murphy & Sons Inc
PO Box 395
Dover, NH 03821-0395

Proposal

Date
6/16/2020

Phone Number:
603.964.8087

Proposal Submitted To / Address:
Town of North Hampton 233 Atlantic Ave North Hampton NH 03256

Job Name / Job Location:
"Reroof Bell Tower Water Table" Copper 233 Atlantic Ave North Hampton NH

Email Address:
mtully@northhampton-nh.gov

Any questions, please feel free to contact us!!
 Phone: 603.742.1223
 Fax: 603.742.4424
 Email: mmurph3734@aol.com

We hereby submit specs & estimates for:	Total
1. To subcontract a scaffold company to erect scaffold as to access bell tower water table for reroofing and to have overhead protection over front entrance. 2. To remove existing metal roofing. 3. To inspect existing roof deck for rot or damage and repair as needed as an extra on a time and materials basis. 4. To supply and install "CertainTeed/WinterGuard H-T" high temp ice and water shield to entire roof. 5. To fabricate and install 16 oz copper drip edge at eaves. 6. To fabricate and install 16 oz copper flat lock panels with soldered seams to water table and continuously under bell. 7. To clean roof and grounds of roofing debris and will be responsible for removal of all roofing debris. 8. To dismantle scaffolding after carpenters are done. This for the sum of: ALT: For 20 oz. copper in lieu of 16 oz copper, add \$ 1,015.00 to total bid price. ***NOTE*** 24 oz. copper not available. ***NOTE*** Staging is priced for a working platform just below the bell tower's water table in order to perform the reroof. If more staging is needed for raising of the bell and tower, it will be at an additional cost. ***NOTE*** Raising the bell tower and the bell and all its supports to be done by Others as well as lowering everything back down after the copper reroof is complete. ***NOTE*** Pricing reflects 28 days of scaffold rental. Overages beyond 28 days will be billed as an extra.	42,525.00

Payments to be made as follows:	We propose hereby to furnish material & labor - complete in accordance with above specifications for the sum of:	Total
Please return signed proposal, 50% deposit due prior to commencement, remaining balance due upon completion	Forty-Two Thousand Five Hundred and Twenty-Five	\$ 42,525.00

Note:	All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
Net 30	

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. M.J. Murphy & Sons will retain ownership on all materials until final payment.	Signature
Acceptance Signature(s) and Acceptance Date:	Andre D Petrin

Janet Facella

From: Michael Tully
Sent: Thursday, June 18, 2020 4:00 PM
To: Janet Facella
Subject: FW: Assessing
Attachments: Letter re No Hampton Assessing 6-18-20.pdf; Contract No Hampton Assessing 2020-21.pdf; Contract No Hampton Assessing 2020-23.pdf

For the packet

From: Christian Pearsall <cpearsall@mrigov.com>
Sent: Thursday, June 18, 2020 2:37 PM
To: Michael Tully <mtully@northhampton-nh.gov>
Subject: Assessing

[EXTERNAL SENDER]

Michael,

Please see the following attached documents.

- Cover letter explaining the two contracts
- One year agreement
- Three year agreement

Note that the scope of the two agreements are the same, and are the same as what is currently in place.

Longer contracts really do help us with planning for staff retention and workload so I offered to keep our billed rate flat for the first year of the three year agreement – if you went this route it would be the second year of no increase as we froze costs last year. I'm sure you can imagine our costs have increased during that time!

I'm available by cell if you review and have questions. And, although we are probably a 'known entity' at this point, I or one of our senior assessors can be available during the board meeting if that would be helpful.

Thank you!
Christian

Christian Pearsall
Business Administrator
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253
Office (603) 279-0352 x304
Cell (603) 496-7043
www.mrigov.com

120 Daniel Webster Highway
Meredith, NH 03253
www.mrigov.com



Telephone: (603) 279-0352
Toll Free: (866) 501-0352
all@mrigov.com

June 18, 2020

Chief Michael Tully, Interim Town Administrator
Select Board
Town of North Hampton
233 Atlantic Way
North Hampton, NH 03862

Re: MRI Assessing Services

Chief Tully and Honorable Board:

As discussed with Interim Town Administrator Tully, MRI's current contract for general assessing services ends on June 30, 2020. As one of MRI's "oldest" assessing clients, we hope that we have continued to meet the needs of Town staff, officials, and taxpayers over the years and would appreciate the opportunity to continue the relationship into the future.

Attached to this letter is an agreement for your review. I propose that the Town continue services with the same effort and scope we have been providing in our current contract: This will allow us to staff the assessing office on a consistent schedule, perform pickups and continue the cyclical inspection program to ensure accurate data in preparation for the required update of values in 2023.

We recommend a three-year contract, through June 30, 2023, to coincide with the required town-wide update of values in 2023. In 2022 we can discuss options for the update, including having MRI perform the work under separate agreement, or have MRI work with another vendor.

If the Town is willing to enter into a three-year agreement with MRI, we will again hold the cost of services without an increase for the first year of our agreement. (The last increase for our assessing services was July 2018) For years two and three of the agreement, we would adjust the fees based on the annual change in CPI. As with all of MRI's contracts, there is no penalty to cancel a current agreement if the Town feels we are not meeting your needs.

While multi-year contracts allow us to better plan for staffing and workload, if the Town prefers, I have included a one-year agreement, with a minimal cost increase of 2% over the 2018 rate.

Despite the current challenges with the coronavirus and a shortage of qualified assessors in recent years, our assessing group has never been stronger. We have added experienced staff and have focused on training new, promising staff members to join our team. Also, we have selectively added additional clients on the seacoast – most recently the towns of Hampton and Newington - giving us a comprehensive understanding of the seacoast real estate market no other firm in New Hampshire has.

In addition to North Hampton, our current seacoast clients include:

- Epping
- Exeter
- Hampton
- Lee
- Newington
- Newmarket
- Rye
- Kittery, ME
- Berwick, ME

All of us at MRI value the ongoing relationship that we have with the Town, in both assessing operations and other areas of support. We appreciate the opportunity to work with the Town in the future.

Respectfully Submitted,



Christian Pearsall
Municipal Resources, Inc.

Enclosures:
Three Year Agreement
One Year Agreement



PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated _____, is to retain professional consulting services for the **Town of North Hampton, NH (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, the Board of Selectmen, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

GENERAL ASSESSING SERVICES

Generally, MRI will provide Assessing and related support services, in the on-going operation of the North Hampton Assessing Department. We will assist the Board of Selectmen in the fulfillment of their duties and responsibilities related to the assessment of real property throughout the municipality. All services shall be performed in a professional manner, in accordance with applicable Statutes and DRA and ASB rules.

MRI will:

- a) Pick-ups: Using the data collection manual in place, perform the careful measuring, listing, and valuation of new or newly modified properties as a result of the issuance of permits (building, trade, demolition, driveway, etc.) or any other applicable source.
- b) Cyclical Data Collection: Using the data collection manual in place, perform a cyclical review (to include measure, list, photograph and data enter changes) of all taxable and tax exempt properties, including review of current use properties so that all properties will have been inspected and field verified at least once within a four year cycle.
- c) Perform routine assessment updates resulting from changes, whether for new construction, additions or renovations or a diminution of value due to damage or loss or other unforeseen circumstances.
- d) Map changes: Reassess and generate new values for any new parcels created from subdivisions, developments, or lot line changes/mergers which have occurred prior to April 1 of each tax year.

- e) Review and provide guidance for applications for exemptions and credits as requested by the Town.
- f) Review applications for current use, make recommendations to the Board of Selectmen regarding their completeness and eligibility for approval.
- g) Establish value for Land Use Change Tax (LUCT), and all other statutory assessing obligations.
- h) Perform field inspections on all properties that have transferred during each year of the Contract and investigate and verify the circumstances surrounding all sales as required by the NH Department of Revenue Administration.
- i) Review of all taxable utility property information provided by DRA.
- j) Photograph all reviewed properties.
- k) Meet with taxpayers wishing to discuss their valuations, answer questions as needed.
- l) Meet with Town Administration and Board of Selectmen upon request.
- m) Review and research all properly filed taxpayer abatement requests; making recommendations to the Board of Selectmen in writing.
- n) Act as the assessing agent for the Board of Selectmen in abatement appeals, including formal appeals to the BTLA or Superior Courts, representing the Town and its best interest.
- o) Meet and work with the DRA monitors to ensure the Town is satisfying all State of NH certification requirements and to maintain a positive and responsive working relationship.
- p) Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8- Revised Inventory. If the Board decides that it wants MRI to conduct additional analysis or to adjust any values through a partial update, a separate agreement would need to be negotiated per DRA rules.
- q) Enter data into Vision as needed during the course of duties, at least monthly.
- r) Maintain an Assessors Abatement Log monthly, or on any schedule set by the Town auditors.
- s) Provide all recommendations with associated documentation and justification to the Board of Selectmen in writing.
- t) Other miscellaneous functions miscellaneous duties and/or special assignments shall be considered by MRI, if reasonable and time is available.



- u) Maintain a consistent schedule in the Selectmen's Office for various tasks and work as needed to perform under this contract.

With regard to field inspections, MRI will make an initial visit to each property; if someone is present at the time of the visit, an interior inspection will be attempted. However, in all cases, MRI will measure the exterior of the improvements, except where inappropriate. In those cases where the interior is not viewed on the initial visit, a list will be provided to enable the Town staff to send a letter requesting an appointment for an interior inspection. If no interior inspection is accommodated by the property owner, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly.

It is expected that Town staff will input ownership transfers, exemptions, and other data into, and maintain the property tax billing system, input ownership transfers, assist in scheduling taxpayer meetings, and provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Town official, employee, or taxpayer, will be brought to MRI's attention at the earliest opportunity, so that it may be dealt with expeditiously.

MRI will maintain a consistent schedule of a minimum of one day per week in the Selectmen's office for various tasks and work as needed to perform under this contract. The schedule of specific days of the week and hours of the day in the office may be adjusted by mutual agreement to allow for attendance at night meetings, taxpayer meetings, other commitments, as well as to provide for staffing continuity. Additional time will be dedicated for fieldwork and data entry, however this time may vary considerably from month to month depending on seasonal demands and schedules.

In the event that the local real estate assessing roles and responsibilities of municipalities are substantially changed by legislation, judicial action or the Assessing Standards Board, MRI and the Town agree to renegotiate in good faith the applicable terms and conditions of this agreement.

For specific tasks not included in the Scope, a separate agreement will be negotiated.

III. FEES AND CHARGES

The monthly fee indicated below will be paid by the 15th of each month in advance. Any reimbursable charges and other extras (see Special Conditions below) will be invoiced in the month following the expense and will be paid within 30 days of invoice.

- A. The sum of **\$5,210.00 per month** from 7/1/2020 through 6/30/2021

Fees are based on an estimate of 2,610 parcels in the Town of North Hampton as defined by RSA 75:9. In the event that the number of parcels should exceed this estimate the monthly fee will remain unchanged.

Special Conditions

1. The use of a consultant's personal vehicle for in-town field work will be documented and billed at the IRS rate in effect at that time.
2. Preparation and presentation of the defense of values above the local level are not included in the fee schedule. After securing authorization to proceed from the Town, MRI will bill for such services at \$150 per hour, except for the defense of utility values, where the cost will be \$175 per hour.
3. Third parties retained by MRI who or which are not MRI employees or affiliates, and as noted on any Supplement(s), will be invoiced at a cost sufficient to cover all charges and costs. MRI shall work to keep these costs as low as possible.
4. This contract is subject to the passage annually by the Town meeting of an appropriation to cover the fees and charges herein.
5. While the Town may terminate this agreement without penalty, MRI's workload may not be evenly distributed throughout the term of this agreement and the actual cost of services provided are not always covered in each monthly payment. Consequently, a closeout financial adjustment may be required to bring MRI charges current with actual services provided depending upon the date of termination.

IV. MRI PERSONNEL IN CHARGE

Scott Marsh will serve as assessing supervisor for this project. Qualified staff will be assigned with advanced notice and approval of the Town. All personnel assigned to the project shall be certified by the DRA at levels commensurate to their operating capacities.

Communications or correspondence related to any problems, issues or changes required for this assignment should be directed to the appropriate parties as follows:

Municipal Resources, Inc.
Christian Pearsall
120 Daniel Webster Highway
Meredith, NH 03253
(603) 279-0352, x-304
assessing@mrigov.com

Town of North Hampton
Michael Tully
233 Atlantic Avenue
North Hampton, NH 03862
(603) 964-8087
mtully@northhampton-nh.gov



V. TERM

This Agreement shall remain in force and effect from July 1, 2020 through June 30, 2021, unless extended by mutual agreement.

Either party may terminate the Agreement with 60 days advance written notice to the other party subject to relevant terms and conditions contained herein.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

THE TOWN OF NORTH HAMPTON
BOARD OF SELECTMEN

MUNICIPAL RESOURCES, INC

Jim Maggiore, Chair

Date: _____

Alan S. Gould, President

Date: _____

James Sununu, Vice Chair

Date: _____

Larry Miller, Member

Date: _____

ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business in the State of New Hampshire as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:

1. General Liability Insurance

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises , operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

2. Professional Liability Insurance

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

3. Business Auto and Umbrella Liability Insurance

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

4. Workers Compensation Insurance

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

E. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: _____
Date: _____



120 Daniel Webster Highway
Meredith, NH 03253
www.mrigov.com



Telephone: (603) 279-0352
Toll Free: (866) 501-0352
all@mrigov.com

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated _____, is to retain professional consulting services for the **Town of North Hampton, NH (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, the Board of Selectmen, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

GENERAL ASSESSING SERVICES

Generally, MRI will provide Assessing and related support services, in the on-going operation of the North Hampton Assessing Department. We will assist the Board of Selectmen in the fulfillment of their duties and responsibilities related to the assessment of real property throughout the municipality. All services shall be performed in a professional manner, in accordance with applicable Statutes and DRA and ASB rules.

MRI will:

- a) Pick-ups: Using the data collection manual in place, perform the careful measuring, listing, and valuation of new or newly modified properties as a result of the issuance of permits (building, trade, demolition, driveway, etc.) or any other applicable source.
- b) Cyclical Data Collection: Using the data collection manual in place, perform a cyclical review (to include measure, list, photograph and data enter changes) of all taxable and tax exempt properties, including review of current use properties so that all properties will have been inspected and field verified at least once within a four year cycle.
- c) Perform routine assessment updates resulting from changes, whether for new construction, additions or renovations or a diminution of value due to damage or loss or other unforeseen circumstances.
- d) Map changes: Reassess and generate new values for any new parcels created from subdivisions, developments, or lot line changes/mergers which have occurred prior to April 1 of each tax year.

- e) Review and provide guidance for applications for exemptions and credits as requested by the Town.
- f) Review applications for current use, make recommendations to the Board of Selectmen regarding their completeness and eligibility for approval.
- g) Establish value for Land Use Change Tax (LUCT), and all other statutory assessing obligations.
- h) Perform field inspections on all properties that have transferred during each year of the Contract and investigate and verify the circumstances surrounding all sales as required by the NH Department of Revenue Administration.
- i) Review of all taxable utility property information provided by DRA.
- j) Photograph all reviewed properties.
- k) Meet with taxpayers wishing to discuss their valuations, answer questions as needed.
- l) Meet with Town Administration and Board of Selectmen upon request.
- m) Review and research all properly filed taxpayer abatement requests; making recommendations to the Board of Selectmen in writing.
- n) Act as the assessing agent for the Board of Selectmen in abatement appeals, including formal appeals to the BTLA or Superior Courts, representing the Town and its best interest.
- o) Meet and work with the DRA monitors to ensure the Town is satisfying all State of NH certification requirements and to maintain a positive and responsive working relationship.
- p) Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8- Revised Inventory. If the Board decides that it wants MRI to conduct additional analysis or to adjust any values through a partial update, a separate agreement would need to be negotiated per DRA rules.
- q) Enter data into Vision as needed during the course of duties, at least monthly.
- r) Maintain an Assessors Abatement Log monthly, or on any schedule set by the Town auditors.
- s) Provide all recommendations with associated documentation and justification to the Board of Selectmen in writing.
- t) Other miscellaneous functions miscellaneous duties and/or special assignments shall be considered by MRI, if reasonable and time is available.



- u) Maintain a consistent schedule in the Selectmen's Office for various tasks and work as needed to perform under this contract.

With regard to field inspections, MRI will make an initial visit to each property; if someone is present at the time of the visit, an interior inspection will be attempted. However, in all cases, MRI will measure the exterior of the improvements, except where inappropriate. In those cases where the interior is not viewed on the initial visit, a list will be provided to enable the Town staff to send a letter requesting an appointment for an interior inspection. If no interior inspection is accommodated by the property owner, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly.

It is expected that Town staff will input ownership transfers, exemptions, and other data into, and maintain the property tax billing system, input ownership transfers, assist in scheduling taxpayer meetings, and provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Town official, employee, or taxpayer, will be brought to MRI's attention at the earliest opportunity, so that it may be dealt with expeditiously.

MRI will maintain a consistent schedule of a minimum of one day per week in the Selectmen's office for various tasks and work as needed to perform under this contract. The schedule of specific days of the week and hours of the day in the office may be adjusted by mutual agreement to allow for attendance at night meetings, taxpayer meetings, other commitments, as well as to provide for staffing continuity. Additional time will be dedicated for fieldwork and data entry, however this time may vary considerably from month to month depending on seasonal demands and schedules.

In the event that the local real estate assessing roles and responsibilities of municipalities are substantially changed by legislation, judicial action or the Assessing Standards Board, MRI and the Town agree to renegotiate in good faith the applicable terms and conditions of this agreement.

For specific tasks not included in the Scope, a separate agreement will be negotiated.

III. FEES AND CHARGES

The monthly fee indicated below will be paid by the 15th of each month in advance. Any reimbursable charges and other extras (see Special Conditions below) will be invoiced in the month following the expense and will be paid within 30 days of invoice.

- A. The sum of **\$5,110.00 per month** from 7/1/2020 through 6/30/2021
- B. The amount in A above, adjusted by the one year change in the May Northeast Regional CPI, All Items Index from 7/1/2021 through 6/30/2022
- C. The amount in B above, adjusted by the one year change in the May Northeast Regional CPI, All Items Index from 7/1/2022 through 6/30/2023

Fees are based on an estimate of 2,610 parcels in the Town of North Hampton as defined by RSA 75:9. In the event that the number of parcels should exceed this estimate the monthly fee will remain unchanged.

Special Conditions

1. The use of a consultant's personal vehicle for in-town field work will be documented and billed at the IRS rate in effect at that time.
2. Preparation and presentation of the defense of values above the local level are not included in the fee schedule. After securing authorization to proceed from the Town, MRI will bill for such services at \$150 per hour, except for the defense of utility values, where the cost will be \$175 per hour.
3. Third parties retained by MRI who or which are not MRI employees or affiliates, and as noted on any Supplement(s), will be invoiced at a cost sufficient to cover all charges and costs. MRI shall work to keep these costs as low as possible.
4. This contract is subject to the passage annually by the Town meeting of an appropriation to cover the fees and charges herein.
5. While the Town may terminate this agreement without penalty, MRI's workload may not be evenly distributed throughout the term of this agreement and the actual cost of services provided are not always covered in each monthly payment. Consequently, a closeout financial adjustment may be required to bring MRI charges current with actual services provided depending upon the date of termination.

IV. MRI PERSONNEL IN CHARGE

Scott Marsh will serve as assessing supervisor for this project. Qualified staff will be assigned with advanced notice and approval of the Town. All personnel assigned to the project shall be certified by the DRA at levels commensurate to their operating capacities.

Communications or correspondence related to any problems, issues or changes required for this assignment should be directed to the appropriate parties as follows:

Municipal Resources, Inc.
Christian Pearsall
120 Daniel Webster Highway
Meredith, NH 03253
(603) 279-0352, x-304
assessing@mrigov.com

Town of North Hampton
Michael Tully
233 Atlantic Avenue
North Hampton, NH 03862
(603) 964-8087
mtully@northhampton-nh.gov



V. TERM

This Agreement shall remain in force and effect from July 1, 2020 through June 30, 2023, unless extended by mutual agreement.

Either party may terminate the Agreement with 60 days advance written notice to the other party subject to relevant terms and conditions contained herein.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

THE TOWN OF NORTH HAMPTON
BOARD OF SELECTMEN

MUNICIPAL RESOURCES, INC

Jim Maggiore, Chair

Date: _____

Alan S. Gould, President

Date: _____

James Sununu, Vice Chair

Date: _____

Larry Miller, Member

Date: _____



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business in the State of New Hampshire as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:

1. General Liability Insurance

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises , operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

2. Professional Liability Insurance

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

3. Business Auto and Umbrella Liability Insurance

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

4. Workers Compensation Insurance

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

E. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____

Date: _____

Initialed for MRI: _____

Date: _____



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

4 **JUNE 8, 2020 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 Larry Miller

10
11 **ALSO PRESENT:** Interim Town Administrator Michael Tully, Police Chief Kathryn Mone, Aquarion Water
12 Operations Manager Aquarion Water

13 **PRESENT VIA ZOOM:** Conservation Commission Chairman Lisa Wilson, Finance Director Ryan Cornwell
14

15 **AGENDA**
16

17 Chairman Jim Maggiore welcomed everyone to the June 8, 2020 North Hampton Regular Select Board
18 Meeting and called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance.
19

20 Chairman Maggiore said they are still following the guidelines of no more than 10 people; the meeting is
21 broadcast live on YouTube and channel 22; for Public Comment see below.
22

23 **Statement on Current Events**

24 Chairman Maggiore said he spoke with Chief Mone last week about making a statement from both the
25 Police Department and the Select Board about current events surrounding the murder of George Floyd.
26

27 ***Statement by Police Chief Kathryn Mone***

28 *As your Chief of Police, I wanted to address the community of North Hampton, regarding*
29 *the recent murder of George Floyd, at the hands of several police officers in Minneapolis, MN. As*
30 *a law enforcement officer, I am horrified by the actions and inactions of the officers involved. The*
31 *tactics used, and lack of human compassion displayed, are completely counter to the training that*
32 *law enforcement officers receive and condone.*

33
34 ***Disclaimer – These minutes are prepared by the Recording Secretary within five (5) business days as required by***
35 ***NH RSA 91-A:2, II. They will not be finalized until approved by majority vote of the Select Board.***
36

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

40

41 *The North Hampton Police Department, under my direction, maintains the guardian model of*
42 *policing which is one based in service and the protection of all people and the democratic values of our*
43 *nation. The community bestows enormous powers upon the police department and its' officers. Police*
44 *officers are given the authority to investigate, detain, arrest, and use force against persons under*
45 *appropriate circumstances. The guardian philosophy is grounded in the trust the community places in its'*
46 *officers and requires the department to maintain that trust. We remain steadfast in the maintenance*
47 *of this trust by upholding the Constitutional rights of everyone. This is accomplished by maintaining an*
48 *organizational culture that treats all people with compassion and respect, regardless of sex, race,*
49 *background, or socio-economic status.*

50 *The community should have confidence knowing North Hampton police officers are*
51 *regularly trained using the most up-to-date practices related to using force in their duties. This*
52 *training is evident on nearly every call, as our officers de-escalate tensions and use proper*
53 *judgement to resolve a situation, rather than using force. The police department strives to*
54 *maintain national best practices in all areas of police services. We accomplish this by reviewing*
55 *policies and procedures on a regular basis and adopting new practices when appropriate. We are*
56 *currently pursuing training and furthering our knowledge base related to anti-bias and racial*
57 *equity as it relates to policing in our nation and community.*

58 *In closing, I am proud of the work being done by our officers in this community. Our officers*
59 *serve with courtesy, empathy, and a passion for the community of North Hampton. We condemn*
60 *the actions in Minneapolis, we share in the pain it caused, and we are frustrated because it*
61 *tarnishes the good police work being done across the country. We will continue to deliver police*
62 *services, as guardians, to make a positive impact on your lives and keep you safe.*

63

64 **Statement by Select Board**

65 *We the members of the North Hampton Select Board join in the national chorus to denounce*
66 *the abhorrent and senseless death of Mr. George Floyd.*

67 *Racial discriminations and biases are dangerous, antithetical to our American ideals and a*
68 *threat to the very democracy of our great nation. Prayers, vigils, and peaceful protests are*
69 *understandable and necessary in the wake of such a tragedy. However, the legacy of Mr. Floyd*
70 *and all victims of racial violence must include lasting paradigm shifts, impactful legislation, and*
71 *most importantly acceptance of individuals regardless of their race, creed or color. In a nation of*
72 *330 million people we will not all love or even like each other. If we can accept each other for who*
73 *we are and what we contribute to our communities we will see each other for our character and*
74 *wisdom and not by the color of our skin.*

75 *It is our hope that North Hampton, New Hampshire, and our nation will stand together in*
76 *opposition to racial violence in all forms, physical, verbal, educational, and financial and support*
77 *the promise to address this important issue in every way that we are able.*

78

79 Discussion: Selectman Miller said he was in complete agreement with both statements and asked if the
80 Select Board would like to adopt these as a joint statement.

81

82 Chairman Maggiore said there were two Non-Public Sessions held before the meeting; a motion was made
83 in the second session which was unanimous and the Town Administrator will act on the intent.

84

85 **Motion:** To Seal the Meeting Minutes of Non-Public Session I of June 8, 2020.

Select Board Regular Meeting
June 8, 2020

86 **Motioned:** Vice-Chair Sununu
87 **Seconded:** Selectman Miller
88 **Vote:** Motion approved by a vote of 3-0
89

90 **Motion:** To Seal the Meeting Minutes of Non-Public Session II of June 8, 2020.

91 **Motioned:** Vice-Chair Sununu
92 **Seconded:** Selectman Miller
93 **Vote:** Motion approved by a vote of 3-0
94

95 **First Public Comment Session**

96 *Call 603-758-1447 for Public Comments or access via Zoom; email: jmaggiore@northhampton-nh.gov*
97

98 No Public Comments.
99

100 **Consent Calendar**

- 101 6.1 Payroll Manifest of May 28, 2020 in the amount of \$72,909.41
- 102 6.2 Payroll Manifest of June 4, 2020 in the amount of \$100,763.94
- 103 6.3 Accounts Payable Manifest of May 28, 2020 in the amount of \$1,094,337.36
- 104 6.4 Accounts Payable Manifest of May 28, 2020 in the amount of \$3,333.33
- 105 6.5 Signature of Cemetery Deed
- 106 6.6 Approval of Abatement Application
- 107 6.7 Approval of Notice of Intent to Cut Wood & Timber

108
109 **Motion:** To approve the Consent Calendar as presented.

110 **Motioned:** Selectman Miller
111 **Seconded:** Vice-Chair Sununu
112 **Vote:** Motion approved by a vote of 3-0
113

114 **Correspondence**

115 *Copies of all Correspondence will be attached to these minutes.*
116

117 **Committee Updates**

118
119 Selectman Miller said the *Economic Development Committee* has not met.
120

121 Chairman Maggiore said the *Heritage Commission* has not met since their last meeting, and the *Water Commission* has not met.
122

123
124 Selectman Miller said the *Budget Committee* has not met.
125

126 Chairman Maggiore said the State Legislature has a meeting on June 11, 2020 for the first time since
127 March. He said the House Chambers are reserved for the Senate and the House will be meeting at the
128 UNH Whittemore Center.
129

130 **Report of the Interim Town Administrator**

131 *A copy of the Report of the Interim Town Administrator will be attached to these minutes.*
132

133 Report for May 28 through June 8, 2020: Interim Town Administrator Michael Tully said as far as Finance,
134 with 4 weeks left in the current fiscal year 8% of the Budget remains. He said the Beach opened a little
135 over a week ago; so far minor traffic issues, some complaints, and parking issues are troublesome.
136

137 Interim Town Administrator Tully said PCG upgraded computer systems to Windows 10 in the Fire
138 Department, and the Dispatch Software started acting up and not working properly; the company that
139 provided the software was bought out in 2018; the software was never updated to run on Windows 10.
140 PCG tried to restore Windows 7 to Dispatch but the system is still not working; calls have to be put in 4-5
141 times and are still not holding all information. He said Hampton is are bidding out new software, and he
142 would need to vet the software to determine the best program for the Town and get quotes.
143

144 Interim Town Administrator Tully said for Facilities, they have one quote for the Bell Tower roof and a
145 second coming in. He said the Town should expect much higher costs as the bell and housing need to be
146 raised up which will require an engineer. For Recreation Joe Manzi is trying to figure out how to do a
147 Summer Camp and the School has cancelled their summer programming. The Town is working on a phased
148 reopening plan starting with the Town Clerk's office.
149

150 **Items left on the Table**

151
152 **NEW BUSINESS**

153
154 **11.1 Aquarion Water Company Quarterly Report**

155
156 Carl McMorran, Operations Manager of Aquarion Water, said there have been no interruptions in water
157 service or changes in water quality due to the impact of COVID-19. He said work schedules were adjusted
158 to minimize contact with public, all non-emergency calls were suspended, and work shifted to
159 maintenance items. Water Main replacements continue in coordination with Hampton sewer and
160 drainage projects.
161

162 Mr. McMorran said Well 22 received a State permit and they are doing electrical upgrades to put the well
163 back in service this summer but not at full capacity. Well 14A, replacement for Well 14, will start pumping
164 tests this week and be in service by July. As far as water quality, PFAS is still a top issue but numbers
165 remain pretty consistent and do not exceed maximum contaminant levels.
166

167 **11.2 Discussion of Conservation Commission Grant Application**

168
169 Chairman of the Conservation Commission Lisa Wilson said she wished to discuss the Conservation
170 Commission's current proposal to construct a 1.4-mile trail to the Little River Conservancy. She said the
171 Conservation Commission received a 24-acre parcel of land in 2018 and acquired a 15-foot strip of land
172 for public access off Woodland Road; this connects the 24 acres to another 44 acres of Conservation land.
173 In 2019 the Student Conservation Association (SCA) AmeriCorps accepted the proposal to construct the
174 trail, and the Conservation Commission learned 2 weeks ago that the Bureau of Trails is administering
175 grants for such projects and said she is here to ask the Select Board to support their application, pending
176 approval by the Conservation Commission.
177

178 Questions: Vice-Chair Sununu asked what the Conservation Commission needed from the Select Board
179 to move forward with the funding request to have SCA complete the project. Ms. Wilson said she needed:
180 (1) fill out form that requires project administration authorization; (2) provide a signed letter of support;

Select Board Regular Meeting
June 8, 2020

181 (3) provide an estimate from the Highway Department to create a small 2-space gravel parking area and
182 install signage. She said the deadline for the grant is June 30, 2020. She said the grant is independent of
183 the SCA AmeriCorps agreement to do the project, and will be to pay the SCA Corps fee of about \$21,000
184 for 22 days of work.

185

186 **Motion:** To empower Interim Town Administrator Tully to complete the Conservation Commission
187 Project Administration Authorization form and obtain signatures, inclusive of any emendations.

188 **Motioned:** Selectman Miller

189 **Seconded:** Vice-Chair Sununu

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

191

192 Chairman Maggiore said he would work with the Conservation Commission Chairman to draft the
193 language of a letter of support from the Select Board. Ms. Wilson said there may also be other small
194 technical forms to sign.

195

196 **Motion:** To draft a letter of support for the Conservation Commission project for circulation to the Select
197 Board and signatures.

198 **Motioned:** Vice-Chair Sununu

199 **Seconded:** Selectman Miller

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

201

202 Chairman Maggiore said the last piece is looking for an estimate for a 2-space gravel parking area with
203 signage from the Highway Department.

204

205 **Motion:** That the Select Board request the Department of Public Works to provide an estimate for a gravel
206 parking area and signage.

207 **Motioned:** Vice-Chair Sununu

208 **Seconded:** Selectman Miller

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

210

211 **11.3 Review of Rockingham Planning Commission Correspondence**

212

213 Chairman Maggiore said a letter was received by the Planning Board from Rockingham Planning
214 Commission (RPC) Senior Planner Jenn Rowden, who reviewed the plans for the Library and raised a
215 number of concerns which were brought up at the last Planning Board Meeting. He said a motion was
216 made and approved by the Planning Board (5-2), and asked for questions or comments about the
217 correspondence.

218

219 Vice-Chair Sununu said in the letter there are a number of issues raised that are important to consider;
220 Impervious lot coverage is significantly above the standard which could play into the ability to manage
221 Stormwater; of particular concern is Stormwater Management and being in MS4 compliance, especially
222 with several residential abutters to the property. Chairman Maggiore said MS4 is a Federal Permit which
223 the Town is obligated to comply with, and fines are substantial with the Town on the hook. He asked Vice-
224 Chair Sununu if he had seen the Stormwater Plans from the Library and he said he had not. Chairman
225 Maggiore said Wilcox & Barton, a civil engineering, environmental, and technical firm, prepared a 46-page
226 report that should have been submitted to the Town, which he got through the Planning Board.

227

228 Selectman Miller said he has never seen a drawing or rendering of anything to do with the Library.
229 Chairman Maggiore said the Stormwater Management Report was sent to RPC and the Planning Board.
230 He said the Planning Board voted to send the plans to the Town Engineer to consider all the impacts and
231 deficiencies that may exist in the plan, with the option to hold a Public Hearing 60 days before the start
232 of construction. He said he is not aware of the Library Construction Plan Schedule, but also not aware this
233 plan has had a Public Hearing for public input.

234

235 Vice-Chair Sununu asked for the statute that applies and Chairman Maggiore said it is RSA 674:54(I-IV)
236 Government Land Use, and specifically highlighted II which says: *“Written notification shall contain plans,*
237 *specifications, explanations of proposed changes available at the time, a statement of the governmental nature of*
238 *the use as set forth in paragraph I, and a proposed construction schedule. Such notification shall be provided at least*
239 *60 days prior to the beginning of construction. Either the governing body or planning board of the municipality may*
240 *conduct a public hearing relative to the proposed governmental use. Any such hearing shall be held within 30 days*
241 *after receipt of notice by the governing body or planning board.”*

242

243 Chairman Maggiore said he did not know if the clock started ticking with the notice to the Planning Board.
244 Vice-Chair Sununu asked if a construction schedule had been submitted, and if so it also needs to be
245 submitted 60 days prior to construction. He said the RSA also states: *“A representative of the governmental*
246 *entity which provided notice shall be available to present the plans, specifications, and construction schedule, and to*
247 *provide explanations. The governing body or planning board may issue nonbinding written comments relative to*
248 *conformity or nonconformity of the proposal with normally applicable land use regulations to the sponsor of the*
249 *governmental use within 30 days after the hearing.”*

250

251 11.3.1 Discussion of Library Construction Documents Reviewed by Town Engineer

252

253 Vice-Chair Sununu said wherever possible we should comply with the zoning ordinance, though
254 government projects are not obligated, and let the public know where we are not in compliance with
255 Federal Law regarding MS4 Stormwater management. He said they should have the Town Engineer review
256 the plans and might want to have a hearing and provide written comments to the Library and ask how
257 they will address that. Selectman Miller asked that they have their Town Engineer advise them on the
258 plans and Stormwater Management; Vice-Chair Sununu agreed and said he would also like to see an
259 update from Jenn Rowden as well.

260

261 Selectman Miller said the letter states that architectural design information “appears” to conform with
262 site-plan regulations, but some information like floor plans and lighting plans were not supplied. Vice-
263 Chair Sununu said a Public Hearing would inform people where this building is not going to be in
264 compliance with zoning ordinances. Selectman Miller asked how they would get a copy of the MS4 Plan
265 to their Town Engineer if they do not have a copy, and Chairman Maggiore said he has a copy as a member
266 of the Planning Board.

267

268 **Motion:** To forward the MS4 Stormwater Plan to the Town Engineer, along with a copy of the letter from
269 RPC Senior Planner Jenn Rowen, and to Rockingham Planning Commission for review and comments.

270 **Motioned:** Vice-Chair Sununu

271 **Seconded:** Selectman Miller

272

273 Discussion: Chairman Maggiore said there was a lot of conversation at the Planning Board Meeting about
274 looking at this plan in its totality, and said not looking at this plan as it relates to the Town Campus as a
275 whole will be embarking on a plan which will not bring us forward and may set us back. Vice-Chair Sununu
276 asked if the Planning Board declined to hold a Public Hearing, and Chairman Maggiore said they

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277 considered it but felt cooperation between the Select Board and Library Trustees to have a Public Hearing
278 might be appropriate, and said he felt having a Public Hearing was important. Selectman Miller said he
279 would like to hold a Public Hearing after being advised by the Town Engineer.
280

281 Vice-Chair Sununu agreed they should hold a Public Hearing but the statute provides that the meeting
282 must be held within 30 days of notice received by the Governing Body or the Planning Board, with a
283 representative available to present the plans and specifications and construction schedule and provide
284 explanations, which is important for people to hear, and they can then submit written comments within
285 30 days of the hearing. He said it is our responsibility as a Governing Body to take this seriously and look
286 at scheduling a hearing, and said the Planning Board received notice and did not act but this Board did not
287 receive notice.
288

289 **Vote:** Motion approved by a vote of 3-0
290

291 Interim Town Administrator Tully said he has the RPC letter, the building plans, and Stormwater plans to
292 send to the Town Engineer and RPC. Chairman Maggiore suggested they make a formal request of the
293 Library Trustees to send over the most recent plans for the Library for consideration and mention the
294 Public Hearing. Vice-Chair Sununu also asked that notice be provided to the Select Board as stipulated,
295 Chairman Maggiore said access to the new Library goes beside the old Library and behind it crossing the
296 lot line. Selectman Miller said the plan uses 2 lots and degrades the land we already have.
297

298 Vice-Chair Sununu asked Interim Town Administrator Tully if he was aware of any collaboration that took
299 place between Trustees, or the contractor or architect, and his office or DPW with relation to how this
300 plan would integrate with exiting lots, and Interim Town Administrator Tully said there were no meetings.
301

302 **Motion:** Move to send a letter from the Select Board to the Library Trustees asking them to formally
303 submit the most recent plans for the Library, to include any Stormwater Management Plans as well, and
304 to consider per RSA 674:54 the potential to have a Public Hearing on the most recent set of plans.
305

306 **Motioned:** Chairman Maggiore

307 **Seconded:** Vice-Chair Sununu

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

310 Chairman Maggiore said he would draft the letter tomorrow and circulate it to the Board for signatures.
311 He asked if there was any objection to moving item 11.5 for discussion now; the Board was in consensus.
312

313 **11.5 Completion of Library Bond Agreement**

314 Interim Town Administrator Tully said the Bond Schedule is set, the Bond Application must be returned
315 by June 22, 2020, and tonight is the last meeting before the deadline. He said the interest rate is currently
316 set at 3% and planned for 20 years, with other scenarios 2%/3% over 20 years and 2%/3% over 30 years.
317 He said at 3% the Bond is \$390,000 more and at 2% is \$260,000. He said decisions he needs from the
318 Board today are what terms on the Bond Agreement, and if the Board chooses to sign Finance Director
319 Cornwell is here to answer questions.
320

321 Chairman Maggiore said he is not prepared to sign documents this evening with all the unanswered
322 questions. Selectman Miller said he is unwilling to do the same, does not see how this fits with the Town
323 needs, and agrees with the 20-year financing. Vice-Chair Sununu agreed and said he is concerned about
324 MS4 and possible fines levied on the Town. Interim Town Administrator Tully said the next date scheduled

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325 for the Bond Agreement will be fall with a January Bond Sale. Chairman Maggiore suggested adding to the
326 letter that the Board is unwilling at this time to sign the Bond Agreement until satisfied with questions.

327

328 **Motion:** To table item 11.5 Completion of Library Bond Agreement until such time as the questions of the
329 Board are answered.

330 **Motioned:** Vice-Chair Sununu

331 **Seconded:** Selectman Miller

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

333

334 **11.4 Stipend for Treasurer**

335

336 Interim Town Administrator Tully said the Town has a newly elected Treasurer, Angela Blatus, and he
337 needs the Board to determine where to set the stipend. The original stipend was \$6,400 which increased
338 by percentage to \$7,768 currently budgeted. Finance Director Ryan Cornwell recommended the stipend
339 be in the range of where the salary left off, and said the same responsibilities are being done.

340

341 **Motion:** To set the stipend for new Treasurer Angela Blatus at \$7,000 to start.

342 **Motioned:** Vice-Chair Sununu

343 **Seconded:** Selectman Miller

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

345

346 **11.6 Code Enforcement Policy Discussion**

347

348 Interim Town Administrator Tully said the Select Board sets the policy for the Town and the Town
349 Administrator follows that policy. He said lately he has received complaints about area properties in
350 writing and verbally, and historically the Building Inspector would insist on a written complaint and that a
351 complaint form be filled out for the Town to investigate. He said he would like a policy decision from the
352 Board on what they would like to see.

353

354 Vice-Chair Sununu said he felt it was important that the Town have a specific policy and a procedure and
355 said it is beneficial for the Town to develop a written policy around how any Code Enforcement complaints
356 are handled. Interim Town Administrator Tully said such a policy can be drafted, and asked if changes
357 needed to be made to the old policy. Vice-Chair Sununu said he should first codify a policy of what we
358 already do for the Select Board to review, using other towns as reference. Selectman Miller said a policy
359 and a procedure is needed so everyone is treated the same. Interim Town Administrator Tully said he
360 would research other towns and create a policy to bring back to the Board for review; the Board was in
361 agreement.

362

363 **Minutes of Prior Meetings**

364

365 **Approval of the Regular Meeting Minutes of May 20, 2020**

366 **Motion:** To approve the Minutes of the Regular Meeting of May 20, 2020.

367 **Motioned:** Vice-Chair Sununu

368 **Seconded:** Selectman Miller

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

370

371 **Approval of Non-Public Meeting Minutes of May 20, 2020**

372 **Motion:** To approve the Minutes of the Non-Public Meeting of May 20, 2020.

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373 **Motioned:** Vice-Chair Sununu
374 **Seconded:** Selectman Miller
375 **Vote:** Motion approved by a vote of 3-0
376

377 **Approval of the Workshop Meeting Minutes of May 27, 2020**
378 **Motion:** To approve the Minutes of the Regular Meeting of May 27, 2020.
379 **Motioned:** Vice-Chair Sununu
380 **Seconded:** Selectman Miller
381 **Vote:** Motion approved by a vote of 3-0
382

383 **Approval of the Regular Meeting Minutes of May 27, 2020**
384 **Motion:** To approve the Minutes of the Regular Meeting of May 27, 2020.
385 **Motioned:** Vice-Chair Sununu
386 **Seconded:** Selectman Miller
387 **Vote:** Motion approved by a vote of 3-0
388

389 Vice-Chair Sununu said thank you to our minutes taker for such thorough and accurate minutes.
390

391 **Any other item that may legally come before the Board**

392
393 Chairman Maggiore said at the last Planning Board Meeting the Governor Dale Property was approved to
394 have Agritourism events, which is a great thing for North Hampton. After a lot of discussion by Planning
395 Board members and property owners the plan was eventually approved. He said the Governor Dale
396 Property falls under the jurisdiction of the Southeast Land Trust (SELT), and the Town has executory
397 interest and is responsible if anything happens with SELT. He asked the Board for permission to send
398 information to arrange a meeting with the Chair of the Planning Board, owner of the property, SELT
399 representative, the Town Administrator and possibly the Deputy Fire Chief to make sure all parties
400 understand who is responsible for what.

401
402 Vice-Chair Sununu said he felt that would be wise and asked if SELT also gave approval for the plan.
403 Chairman Maggiore said SELT agreed in principle to what the owners want to do, but they hold the
404 responsibility of approving all the events there. Vice-Chair Sununu suggested having a signed letter of
405 agreement between all parties, and put a communication process in place. Selectman Miller agreed.
406

407 **Second Public Comment Session**

408 *Call 603-758-1447 for Public Comments or access via Zoom; email: jmaggiore@northhampton-nh.gov*
409

410 George Chauncey of Hobbs Road said he watched the last Planning Board Meeting and when the Library
411 Trustees submitted their Building Plans the Library Project Engineer described the Stormwater
412 Management system and provided drawings which met all State and Federal requirements.
413

414 Chairman Maggiore read an email from Frank Ferraro saying there is a strong argument that since the
415 Chairman of the Select Board is also a Planning Board member, the Select Board was notified when the
416 Chair received notification through the Planning Board.
417

418 Kathleen Kilgore of Atlantic Avenue asked if the Chairman had gotten counsel on the fact that the 60 days
419 starts from the time the Library gives notice of the Public Hearing by the Governing Body. Chairman
420 Maggiore said he had not. Ms. Kilgore said the Library Trustees have been transparent and above-board

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421 regarding the plans and all components, and asked why the Select Board would delay the Bond Hearing
422 while the interest rate is low.

423

424 Vice-Chair Sununu said he did not say that, but said the Select Board wants responses to their questions
425 before they go ahead and approve the Bond. He said I am not in receipt of the plan and it was not sent to
426 the Select Board. Chairman Maggiore said they will send all plans to the Town Engineer for review and
427 need all their questions answered as this impacts the whole campus.

428

429 **Next Regular Meeting:** June 22, 2020

430

431 **Adjournment**

432

433 Chairman Maggiore adjourned the meeting at 9:12 pm.

434

435 Respectfully submitted,

436

437 Patricia Denmark, Recording Secretary

438

439

440

441