



TOWN OF NORTH HAMPTON, NEW HAMPSHIRE  
NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING  
MONDAY, SEPTMEBER 12, 2022

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

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

**1. Call to Order and Pledge of Allegiance**

**2. 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.

**3. Consent Calendar**

- 3.1 Payroll Manifest of August 25, 2022
- 3.2 Payroll Manifest of September 1, 2022
- 3.4 Accounts Payable Manifest of September 1, 2022
- 3.5 Cemetery Deed
- 3.6 Yield Tax Invoices

**4. Correspondence**

- 4.1 Correspondence from Little Boar's Head District Commissioners

**5. Committee Update**

- 5.1 Heritage Commission
- 5.2 Water Commission
- 5.3 Rails to Trails Committee

- 5.4 Budget Committee
- 5.5 Capital Improvements Committee

**6. Public Hearing**

6.1 To consider the acceptance of unanticipated revenue in the amount of \$87,327.51 awarded to the Town, pursuant to Senate Bill 401, as additional appropriation of Highway Block Grant Funds

**7. Report of the Town Administrator**

**8. Items Left on the Table**

**9. New Business**

- 9.1 Update on Building Project
- 9.2 Discussion of Coalition Communities 2.0
- 9.3 Discussion of Historical District and Certified Local Government
- 9.4 Request from United Church of Christ to Use Town Green
- 9.5 Rockingham Planning Commission -TAC Position
- 9.6 Discussion of School Resource Officer and Proposed Memorandum of Understanding

**10. Minutes of Prior Meetings**

- 10.1 Approval of Regular Meeting Minutes of August 22, 2022
- 10.2 Approval of Non-Public Meeting Minutes of August 22, 2022

**11. 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.

**12. Second Public Comment Session**

See Item 2, above

**13. Adjournment**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

[mtully@northhampton-nh.gov](mailto: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

**CONSENT CALENDAR**

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



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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE  
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**CORRESPONDENCE**

**LITTLE BOAR'S HEAD DISTRICT**  
LISTED TO THE NATIONAL REGISTER OF HISTORIC PLACES 1999



Annual Meeting  
September 6, 2022, 6:30PM at Union Chapel  
7 Willow Avenue  
Little Boar's Head, New Hampshire

Hello Residents of Little Boar's Head,

This year the Commissioners decided to provide information a little bit differently. To save funds on printing and mailing, our Annual Booklet will be available at the annual meeting. We will also happily mail a copy to any resident who requests one. Additionally, we will post the Annual Booklet on the town website with other Little Boar's Head forms. The information provided in this mailing are the warrant articles and annual budget that will be voted on at the annual meeting. If you would like a booklet mailed to you, please send an email request to [VillageDistrictLittleBoarsHead@gmail.com](mailto:VillageDistrictLittleBoarsHead@gmail.com) with your name and mailing address.

**Fiscal Year 2022 – 2023 Budget**

Code / Item	Proposed FY 22/23
1. Sidewalk	\$ 4,000.00
2. Parks & Commons	\$10,000.00
3. Legal Zoning, Print & Mail	\$ 5,700.00
4. Office Expenses & Insurance	\$ 2,500.00
5. Miscellaneous	\$ 200.00
6. Zoning Compliance Office Stipend	\$ 100.00
Approved by Commissioners	\$ 22,500.00
7. To LBH Improvement Fund – WA 3	\$ 7,500.00
Income from Permits	\$ 3,000.00
Income from Taxation	\$27,000.00

# DISTRICT WARRANT

The State of  
New Hampshire

County of  
Rockingham

SS

To the inhabitants of Little Boar's Head, a Village District in the Town of North Hampton, New Hampshire, organized under the provisions of Chapter 196, Session Laws of 1905, qualified to vote in District affairs, greetings:

You are hereby notified to meet at 7 Willow Avenue in said District on the first Tuesday in September next, being the sixth day of September 2022, at 6:30 p.m. for the following purposes:

**Article One:** To elect a Moderator, a District Clerk, a Treasurer, and an Auditor for the ensuing year.

**Article Two:** To elect one Commissioner for a term of three years following the expiration of the term of Robert Hamilton at the conclusion of this meeting.

**Article Three:** To hear the reports of the Clerk, the Treasurer, the Zoning Inspectors, the Zoning Board of Adjustment, the Planning, the Commissioners and others, which reports are printed in this Annual Report, and to take such action as you may wish with regards to them.

(Majority vote required)

**Article Four:** To see if the Village District will vote to accept in whole or in part a Village District Operating Budget in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500), as has been submitted to the Municipal Budget Committee of the Town of North Hampton and has been approved by them, which budget is included in this Annual Report. (Majority vote required)

**Article Five:** To see if the Village District will raise and appropriate the sum of Seven Thousand Five Hundred Dollars (\$7,500) to be added to the Little Boar's Head Improvement Expendable Trust Fund previously established. The Commissioners and the North Hampton Municipal Budget Committee recommend this appropriation, which would be in addition to the Village District Operating Budget. (Majority vote required)

**Article Six:** To take such action as the Village District may wish to give the Treasurer the Village District authority to borrow money in anticipation of taxes upon the written request of at least two of the Commissioners, and to dispense the funds of the Village District with the approval of at least one of the Commissioners. (Majority vote required)

**Article Seven:** Shall the village district accept the provisions of RSA 31:95-b providing that any village district at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the commissioners to apply for, accept and expend, without further action by the village district meeting, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year?

(Majority vote required)

**Article Eight:** To transact such other business as may legally come before this meeting.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE VILLAGE DISTRICT this 20th day of August 2022.

Brian C Goode, Robert C. Hamilton, Margaret Schoenberger  
Commissioners

A true copy, attest:

Brian C Goode, Robert C. Hamilton, Margaret Schoenberger

AND WE DO CERTIFY that we have this day posted a true and complete copy of the above DISTRICT WARRANT on the District Bulletin Board at Union Chapel on Willow Avenue in said District and on a Bulletin Board in the North Hampton Town Office, both being public places in the Town of North Hampton.

Brian C Goode, Chair  
Robert C. Hamilton  
Margaret Schoenberger  
Commissioners

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

**COMMITTEE UPDATES**

James Sununu, Chair  
Jim Maggiore, 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  
THE SELECT BOARD**

**NOTICE OF PUBLIC HEARING**

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

**WHEN:** September 12, 2022 at 7 o'clock p.m.;

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

**PURPOSE:** To consider the acceptance of unanticipated revenue in the amount of \$87,327.51, awarded to the Town, pursuant to Senate Bill 401, as additional appropriation of Highway Block Grant Funds.



# LOCALiQ

NEW ENGLAND

## Order Confirmation

Not an Invoice

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

Date:	08/15/2022
Order Number:	7661119
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	26.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO PRT Seacoast Daily	1	08/17/2022 - 08/17/2022	Public Notices
NEO PRT seacoastonline.com	1	08/17/2022 - 08/17/2022	Public Notices

Total Order Confirmation	\$116.38
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**TOWN OF NORTH  
HAMPTON, NEW  
HAMPSHIRE  
THE SELECT BOARD  
NOTICE OF PUBLIC  
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Town, pursuant to Senate  
Bill 401, as additional appro-  
priation of Highway Block  
Grant Funds.**

## Janet Facella

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**From:** Gannett Legals Public Notices 7 <ganlegpubnotices7@gannett.com>  
**Sent:** Monday, August 15, 2022 1:43 PM  
**To:** Janet Facella  
**Subject:** RE: 7661119 FW: Legal Notice  
**Attachments:** 7661119.pdf

Hello Janet,

Please find attached your order confirmation and proof of the ad.

Your ad is set to run in:

· Seacoast Daily (Portsmouth) 1x on 8/17/2022

The total cost is **\$116.38** which includes an affidavit, which will be mailed to you after the ad publishes. Please reply by **11AM Tuesday, August 16, 2022** with changes for the ad. **Your notice is scheduled to run per your request and will publish unless you advise otherwise.** You will be able to receive an affidavit **7-10 business days** after the last day of printing.

Thanks,

William Stockton  
Public Notice Representative

GANNETT



Office: 833-790-0905

**From:** Gannett Legals Public Notices 5 <ganlegpubnotices5@gannett.com>  
**Sent:** Monday, August 15, 2022 1:15 PM  
**To:** Gannett Legals Public Notices 7 <ganlegpubnotices7@gannett.com>  
**Subject:** 7661119 FW: Legal Notice

**From:** Janet Facella <jfacella@northhampton-nh.gov>  
**Sent:** Monday, August 15, 2022 12:05 PM  
**To:** Gannett Legals Public Notices 5 <ganlegpubnotices5@gannett.com>  
**Subject:** Legal Notice

Good afternoon,  
Please publish the attached Notice of Public Hearing in your next available Portsmouth Herald.

Should you have any questions, please let me know.

Thank you!

*Janet L. Facella*

ADMINISTRATIVE ASSISTANT/HUMAN RESOURCES DIRECTOR  
TOWN OF NORTH HAMPTON  
233 ATLANTIC AVENUE  
NORTH HAMPTON, NEW HAMPSHIRE 03862

603-964-8087 (P)

603-964-1514 (F)





THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

August 2, 2022

William Cass, P.E.  
Assistant Commissioner

James Sununu, Chair of Selectboard  
Town of North Hampton  
233 Atlantic Avenue  
North Hampton, NH 03862

**Re: North Hampton Highway Block Grant Aid – in Accordance with RSA 235:23  
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways**

Dear Mr. Sununu:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2023 (July 1, 2022 thru June 30, 2023) based on estimated revenues through June 30, 2022. The Block Grant Aid payment includes highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total could possibly change based on final audited State Fiscal Year 2022 revenues. The resulting adjustment will be reflected in the April payment. Funding is anticipated to be available upon the availability and continued appropriation of funds in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of North Hampton during Fiscal Year 2023 (July 1, 2022 to June 30, 2023) is as follows:

July 2022 Actual Payment:	\$31,176.64
October 2022 Actual Payment:	\$31,176.64
January 2023 Actual Payment:	\$20,784.42
April 2023 Estimated Payment:	\$20,784.43

**TOTAL FOR FY 2023: \$103,922.13**

In generalized terms and in accordance with statutory provisions for distribution of Apportionment “A” and SB 367 funds, a disbursement is made of approximately \$1,476 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13 for each person residing in a municipality based on the state planning estimate of population. Apportionment “B” is distributed this year to 18 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

Please contact us at 271-3344 if you have any questions.

Sincerely,

*C. R. Willeke*

C. R. Willeke, PE  
Municipal Highways Engineer  
Bureau of Planning and Community Assistance

CRW/dmp



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

August 10, 2022

William Cass, P.E.  
Assistant Commissioner

James Sununu, Chair of Selectboard  
Town of North Hampton  
233 Atlantic Avenue  
North Hampton, NH 03862

**Re: North Hampton Special One Time Highway Payment – in Accordance with Senate Bill 401  
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways**

Dear Mr. Sununu:

The following is notification of a one time highway payment being made available to your town in State Fiscal Year 2023 based on the passage of Senate Bill 401 effective in July 2022. SB 401 directs the department to divide and distribute a \$30 million one time payment between all New Hampshire municipalities based on the distribution methods of Block Grant Aid Apportionment A. This one time payment is separate from your regular quarterly payments.

This one time payment is anticipated to be available to the Town of North Hampton during the month of August 2022 as follows:

August 2022 Actual Payment: \$87,327.51

In generalized terms and in accordance with statutory provisions for distribution of Block Grant Aid “Apportionment A” funds, this one time highway payment is based on the municipalities’ mileage of Class IV and Class V highways, as well as the municipalities’ population.

Please contact us at 271-3344 if you have any questions.

Sincerely,

*C. R. Willeke*

C. R. Willeke, PE  
Municipal Highways Engineer  
Bureau of Planning and Community Assistance

CRW/dmp

# LOCALiQ

## NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

### PROOF OF PUBLICATION

Janet Facella  
Town Of North Hampton  
OFFICE OF SELECTMEN  
233 ATLANTIC AVENUE  
NO HAMPTON NH 03862

STATE OF NEW HAMPSHIRE, COUNTY OF ROCKINGHAM

The Portsmouth Herald/Foster's Daily Democrat, a newspaper distributed in the counties of Rockingham & Strafford, published in the English language in the City of Portsmouth, County of Rockingham, State of New Hampshire printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/17/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 08/17/2022

Legal Clerk

Notary, State of Wj, County of Brown

My commision expires

Publication Cost: \$116.38  
Order No: 7661119 # of Copies: 1  
Customer No: 683613  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

SHELLY HORA  
Notary Public  
State of Wisconsin

## 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  
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31:95-b:

WHEN: September 12, 2022  
at 7 o'clock p.m.;

WHERE: North Hampton  
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Bill 401, as additional appro-  
priation of Highway Block  
Grant Funds.

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES  
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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

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



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

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**TOWN ADMINISTRATOR'S REPORT**  
**SEPTEMBER 12, 2022 SELECT BOARD MEETING**

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**REPORTING PERIOD**

The reporting period is from August 23, 2022 through September 9, 2022

**Finance**

Department heads are preparing budgets for submittal. The Board should schedule two budget workshops in early October to review each of the department budgets.

**Police**

The Police Department has recently seen an increase in accidents involving bicycles on our roadways. We want to encourage motorists to safely share the roadways and pay attention. One of the accidents the car operator left the scene of the accident, the driver was ultimately identified based on help from the public, which is very much appreciated.

The department is currently hiring for entry level police officer position and please contact LT Jim Russell if you have interest in a career in law enforcement.

**Fire**

The Fire Department has hired a new firefighter and his swearing-in will be forthcoming. The department has settled into the temporary facilities nicely; the move is now complete, though it provided some challenges it was logistically smooth.

Chief Lajoie asks for the public's patience and courtesy as emergency vehicles are now entering moving traffic on the Rt. 1 corridor.

### **Facilities**

*Town Hall.* Mr. Schnitzler has completed much of the work related to installing the catwalk in the attic of the Town Hall. Insulation will be scheduled for late September/early October.

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

*Stone Building.* The contractor will be on site on Monday September 12<sup>th</sup> to complete the flashing repair.

*Town Office/Chevalier Building.* Nothing new to report.

### **Recreation**

The before and after school programs have begun. An upcoming trip to the Deerfield fair is planned and various functions are being held at the REC for seniors.

### **Highway**

Work has begun upgrading drainage on Sylvan and Meadowfox. Paving will follow.

After the resignation of an employee we are seeking 2 people at Recycling. Saturdays 8 Hrs. at the Brush Facility and 16-24 Hrs. a week at the Recycling Center.

### **Projects**

*Route 1 Culvert.* I spoke to Brian Schutt last week. NHDOT is begun work on the culvert in order to shore it before it is replaced.

*PFAS Investigation.* NHDES is still reviewing paperwork submitted for the grant. The project to install the water line will be scheduled for this fall.

*Revaluation.* MRI will be beginning the reval work this fall. The Board should consider whether to place a warrant article on the ballot to begin replenishing the funds in that account.

*Cell Tower.* Work continues in the search for a suitable location for a cell tower. I will brief the Board when the issue requires action on their part.

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

*Coakley Landfill Group.* The group met on August 24<sup>th</sup>. They have scheduled their next meeting on October 12, 2022

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

*Rails to Trails.* Nothing new to report. Mr. Sununu has been working with RPC on sub-committees for signage and other aspects. A meeting will be scheduled when a quorum can be sat.

*CIP.* Nothing new to report. The final report is currently being written by the committee and October 10<sup>th</sup> has been tentatively scheduled for the committee to present to the Select Board.

*Seacoast Private Well Initiative.* Nothing new to report. North Hampton will be collaborating with Exeter for our area of the well testing. Currently we are looking at a date in the beginning of December. I will keep the Board updated on firm dates when they are chosen.

*Lafayette Trail Marker.* The date for the unveiling of the marker is September 13<sup>th</sup> at 10 am at the bandstand. Channel 22 will be on site.

*Route 95 Exit 2 Bridge.* NHDOT has begun mobilizing equipment on the exit 2 bridge which will include decking upgrades this fall. Please be cautious of workers in the roadway when traveling in that area.

*Meeting Schedule:* Our next regularly scheduled meeting is on September 26, 2022.

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

[mtully@northhampton-nh.gov](mailto:mtully@northhampton-nh.gov)



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

**ITEMS LEFT ON THE TABLE**

MICHAEL J. TULLY  
TOWN ADMINISTRATOR

[mtully@northhampton-nh.gov](mailto:mtully@northhampton-nh.gov)



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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE  
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**NEW BUSINESS**

# COALITION COMMUNITIES 2.0

[www.coalitioncommunities.com](http://www.coalitioncommunities.com)

August 22, 2022

## **Coalition Communities 2.0 (“CC 2.0”) Update and Notice of Full Board and Joint Board CC 2.0 Meeting**

Dear Members of Coalition Communities 2.0:

With the 2022 legislative session behind us and elections in November around the corner, followed shortly thereafter by the 2023 legislative session, we wanted to write to you today for three primary reasons.

- To provide a brief reminder as to why CC 2.0 came together in early 2021
- To provide a brief update on where things stand in Concord
- To provide notice of a meeting of the CC 2.0 full board and joint board on September 22<sup>nd</sup> at 2pm in Concord

### **The Return of Coalition Communities 2.0**

As you will recall, for approximately ten (10) years prior to 2006, New Hampshire funded education through a formula that created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to the communities – known as “receiver” communities - whose total cost of education exceeded the amount raised in SWEPT.

Many of us will recall working together at that time to challenge the donor/receiver education funding formula through the formation of a group known as our predecessor - the “Coalition Communities.” Through the advocacy and educational efforts of that organization, the legislature abolished the donor/receiver education funding formula and since 2006 through to the present day, communities now retain the “excess” SWEPT they raise.

CC 2.0 came together in 2021 pursuant to the enclosed Memorandum of Understanding executed by member communities, due to our shared concerns arising from the findings and recommendations issued by The Commission to Study School Funding in December 2020 (the “Commission”), and efforts by some to include those recommendations in New Hampshire’s 2022-2023 biennial budget.

In its report, the Commission proposed an education funding model that would again re-distribute excess SWEPT revenue to school districts based upon need as defined by statute. The Commission concluded that while there was sufficient total tax revenue being raised, the

## COALITION COMMUNITIES 2.0

[www.coalitioncommunities.com](http://www.coalitioncommunities.com)

distribution of the funding was the issue. Implementing such a formula would re-introduce the concept of “donor” towns to New Hampshire. Under such a scenario, communities such as ours and others would become “donors” - required to remit excess SWEPT revenues to the State for re-distribution to other communities to subsidize the cost of an adequate public education. As many as seventy-two (72) New Hampshire municipalities could become “donor” communities under this proposal, costing our local taxpayers millions of dollars.

Our coalition opposes this failed approach to education funding because property taxes are already too high and would be increased further, property taxes are local taxes administered by municipalities without any assistance from the state, assessed property values do not reflect a taxpayers’ ability to pay taxes, and most importantly, this type of funding formula would pit one town against another.

### **Where Things Stand in Concord**

One of the first steps we took as an organization was to engage advocates from Bernstein Shur to represent our interests in Concord. Since the Spring of 2021, they have been a regular presence for us at the State House, monitoring dozens of pieces of legislation that may have directly or indirectly impacted the interests of CC 2.0’s members, maintaining regular contact with legislative leadership and administration officials, and facilitating and updating the monthly meetings of our CC 2.0 Joint Board.

In 2021 and 2022, while some legislators sought to enact far reaching education funding changes, the consensus in Concord was to maintain the status quo for the time being, in part reflecting the understanding that now two education funding lawsuits are pending in Superior Court. Nonetheless, even legislators who chose to maintain the status quo will acknowledge that at some point, change is coming to our system of funding state education. We believe it is important to maintain a presence in Concord to ensure that our voices and perspectives are heard during those coming debates in the years ahead.

We are watching the fall elections closely to determine what positions the legislature eventually may take concerning state education funding. To that end, our advocates recently prepared and sent out an informational survey to all candidates for legislative office, seeking their insights and opinions on education in New Hampshire and our system of funding. In this way, we hope to better understand the perspectives of the community leaders who may be serving in Concord by December of this year.

2021 and 2022 may have been quieter than anticipated, but we fully expect 2023 and 2024 will see more action on this topic.

**COALITION COMMUNITIES 2.0**  
[www.coalitioncommunities.com](http://www.coalitioncommunities.com)

**Notice of In-Person CC 2.0 Full Board and Joint Board Meeting**

As noted above, please accept this **Notice of an In-Person Meeting of the Full Board and Joint Board of the Coalition Communities 2.0 scheduled for Thursday, September 22 at 2pm at the Holiday Inn, 172 North Main Street in Concord, NH.**

The agenda for this meeting will be:

1. Greetings
2. Review and approval of August Joint Board minutes (Joint Board only)
3. Communications and Legislative Update
4. Discussion of CC 2.0 MOU
5. Re-Authorization of CC 2.0 MOU to December 31, 2024
6. Other Business
7. Adjournment

**IMPORTANT NOTE: Concerning Agenda item #5, we ask that you seek authority from your community governing body to re-authorize the CC 2.0 MOU in advance of our September 22 meeting. This meeting will be a pivotal moment for the CC 2.0 members who will decide whether to continue our alliance and promote our mutual interests. Please bring the attached and executed form to confirm you governing body's vote to continue participation in our organization. The attached MOU is recommended by the Joint Board to be renewed for another 2 years.**

To RSVP for the September 22 meeting, please email [rdubuque@bernsteinshur.com](mailto:rdubuque@bernsteinshur.com)

**Conclusion**

As CC 2.0, we share a common desire to ensure a quality education for our children. However, we know that redistributing excess SWEPT revenues is not the answer. As a new Legislature will be seated in December and education funding lawsuits work their way through our courts, we plan to maintain our vigilance and engage on behalf of our communities. We hope to see you next month.

Very truly yours,

*/s/ Mark Decoteau*

Mark Decoteau, Chairman  
Coalition Communities 2.0  
and Waterville Valley Town Manager



**COALITION COMMUNITIES 2.0**  
[www.coalitioncommunities.com](http://www.coalitioncommunities.com)

**AUTHORIZATION AND SIGNATURE**

The person executing this MEMORANDUM OF UNDERSTANDING, FOR PROFESSIONAL SERVICES BETWEEN THE COALITION COMMUNITIES 2.0 (Agreement) on behalf of the Town/City of \_\_\_\_\_ represents and warrants that they have all legal authority and authorization necessary to enter into this Agreement, and that such person has been duly authorized by its City/Town Council/Board of Selectmen to execute this Agreement on behalf of the undersigned City/Town. Further, the person executing this Agreement has been duly authorize to represent and/or designate a representative of the undersigned City/Town as a member with regard to any terms contained within the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DATE: \_\_\_\_\_

CITY/TOWN OF: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TOWN REPRESENTATIVE: \_\_\_\_\_

REP.'S EMAIL ADDRESS: \_\_\_\_\_

REP.'S MAILING ADDRESS: \_\_\_\_\_

REP.'S BEST AVAILABLE TELEPHONE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**FOR PROFESSIONAL SERVICES**  
**BETWEEN THE COALITION COMMUNITIES 2.0**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by the City of Portsmouth and the Towns/Cities of ----- (hereinafter referred collectively as "Coalition Communities 2.0") and each understands and agrees to the commitments, terms, and conditions contained in this Agreement.

**WHEREAS**, For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as "donor" and "receiver" towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax ("SWEPT") than the state's calculation of that community's total cost of an adequate education for its students. This "excess" SWEPT was then distributed by the state to the community's whose total cost of education exceeded the amount raised in SWEPT (known as "receiver" communities).

**WHEREAS**, The former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the "Coalition Communities". In part, due to the advocacy and lobbying efforts of the Coalition Communities, the legislature abolished the donor/receiver education funding formula and from 2006 through the present, communities now retain the "excess" SWEPT they raise.

**WHEREAS**, A Commission to Study School Funding ("Commission") was created by the NH Legislature in 2019 to "review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students." RSA 193-E:2-e;

**WHEREAS**, The Commission's Report, issued on December 1, 2020, recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the "excess" SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates;

**WHEREAS**, The Commission's Report was comprehensive in its analysis of students' needs and in identifying the deficiencies in how the state fulfills its constitutional obligations to provide students with an adequate education but seriously deficient in its misplaced reliance on the broken and overburdened system of funding education through the property tax.

**WHEREAS**, Legislation will be introduced in 2021 that adopts in similar fashion the Commission's recommendation of a donor/receiver education funding formula, which will have a substantially negative effect on the taxpayers from newly created donor communities ("Coalition Communities 2.0");

**WHEREAS**, All Coalition Communities 2.0 are members of the New Hampshire Municipal Association ("NHMA"). NHMA provides advocacy and lobbying services to its members but it may not lobby on behalf of specific legislation supported or opposed by a municipality unless it is of interest to its members generally and supported by clear member-

adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. NHMA does not take a position on issues that pit one set of communities against another set of communities. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula;

**WHEREAS**, RSA 31:9 provides that "[t]owns may at any legal meeting authorize the employment by the selectmen of counsel in legislative matters in which the town is directly or indirectly interested, or may ratify the previous employment by the selectmen of such counsel and may grant and vote money therefor.";

**WHEREAS**, Education funding is a complex issue and it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19;

**WHEREAS**, The Coalition Communities 2.0 seek to share the cost of professional services, including but not limited to lobbying, communication, legal, and other professional services if required to advocate and educate others regarding its opposition to public policies related to the use of the property tax to fund education

**THEREFORE**, the Coalition Communities 2.0 enter into this Agreement for the purposes set forth above, as follows:

**I. DEFINITIONS**

A. "Advocate" shall mean the individual hired to provide professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

B. "Agreement" shall mean this document, this Memorandum of Understanding for Professional Services Between the Coalition Communities 2.0.

C. "Biennium" shall mean the current two-year term of the legislature beginning January, 2021 and ending December, 2022.

D. "Coalition Communities" shall mean donor towns under prior education funding formulas.

E. "Coalition Communities 2.0" shall mean any potential donor towns under an education funding formula that adopts the Commission's recommendation or any portion thereof that returns to a donor/receiver education funding formula. See also Member.

F. "Commission" shall mean the Commission to Study School Funding created by RSA 193-E:2-e.

G. "Donor communities" shall mean a community that when SWEPT is assessed

on the municipality's total equalized assessed property value, SWEPT raises more funds than the state's calculated cost of an adequate education assessed for all students. This excess SWEPT is remitted to and distributed by the state to receiver communities.

G. "Excess SWEPT" shall mean when the SWEPT is applied to the equalized property value of a town, it raises more in SWEPT than the state's calculated cost of an adequate education for all students in its community.

H. "Joint Board" shall mean the Joint Board for the Coalition Communities 2.0's Joint Board, which will be the oversight board for the Coalition Communities 2.0. This Joint Board shall not be confused with the Board of Selectmen for the individual towns that are members of the Coalition Communities 2.0.

I. "Lobbying Services" are the professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

J. "Member" shall mean a town or city that is a potential new donor town and party to this Agreement. A Member has contributed its full Assessment and is a full voting member. The Joint Board may create Associate Membership or other types of memberships for those towns who have made a contribution but not in the full amount of the suggested Assessment.

K. "Receiver Communities" shall mean a community that when SWEPT is assessed on the municipality's total equalized assessed property value, SWEPT raises less than the state's calculated cost of an adequate education for all its students. The state distributes excess SWEPT raised by donor communities to receiver communities to meet its obligation to fund an adequate education.

L. "Report" shall mean the report of the Commission entitled *Our Schools, Our Kids; Achieving Greater Equity for New Hampshire Students and Taxpayers, A Report From The Commission to Study School Funding, Submitted to the New Hampshire General Court, December 1, 2020 Relative to RSA 193-E:2-e*.

M. "SWEPT" shall mean the Statewide Education Property Tax or any other form of property tax assessed by the State of New Hampshire.

## **II. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to allow the Coalition Communities 2.0 to jointly hire an advocate for professional lobbying, communication and legal services or other professional services and to share the costs associated with these services as more fully set forth in the Scope of Services attached as Exhibit A or other future contracts or Requests.

## **III. DURATION OF AGREEMENT**

The term of this Agreement runs concurrent with the current biennium of the legislature from January, 2021 through December 31, 2022. This Agreement may be renewed for an additional two-year term by vote of the majority of the Members after receipt of authorization

from its board of selectmen or city council at its annual meeting held in July.

#### IV. MEMBERSHIP

The undersigned hereby organize and constitute themselves as Members of the Coalition Communities 2.0. The Members are listed in Exhibit B, which is attached and incorporated hereto. Each Member is authorized to participate by vote of its Board of Selectmen or City Council and copies of these votes are attached and incorporated as Exhibit C. Each signatory is an authorized representative of its town or city.

Members shall be limited to fifty (50). There will be an organizational meeting of the Members within 15 days of the execution of this Agreement. At the organizational meeting the Members will elect the Joint Board members as more fully described in Section V. Each Member is afforded one vote in all matters upon which require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

#### V. JOINT BOARD

##### 1. Purpose of Joint Board

A. The Joint Board has the authority to enter into contracts on behalf of the Members, including but not limited to professional services contracts for lobbying, communication, legal and other professional services approved by majority vote of the Members, to hire, supervise, advise and direct the activities of the professionals hired under the terms any contract, to negotiate with respect to all matters relating to this Agreement, to request, collect, hold, accept, invest, disperse and expend funds, to approve bills and circulate documents necessary in order to keep Members informed of activities pursuant to this Agreement and conduct such other activities as the Joint Board deems necessary and proper to carry out the purposes of this Agreement.

B. The Joint Board shall have the sole authority to approve an annual operating budget, which it shall transmit to the Members.

C. Officers: Beginning with its first meeting and then annually thereafter, the Joint Board shall elect a Chair, Vice Chair and a Clerk from the members of the Joint Board. The Chair shall serve as the official spokesperson for the Members.

##### 2. Membership of Joint Board

A minimum of five regular members of the Joint Board shall be comprised of three town/city managers and two elected officials from its Members. All Joint Board members shall be nominated at the Members' organizational meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term,

the Members will elect Joint Board members at its first meeting during the first 30 days of the second term. There are no term limits for Joint Board members. Joint Board members may be supported by appropriate staff from its community.

Joint Board members and its officers shall not be personally liable for any debt, liability or obligation of the Coalition Communities 2.0. All persons having any claim against the Coalition Communities 2.0 may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Coalition Communities 2.0.

### 3. Meetings:

A. Annual meetings. The Joint Board shall schedule one annual meeting of the Members during the term of this Agreement after the close of the legislative session in July.

B. Regular meetings. The Joint Board shall meet regularly at quarterly meetings or more frequently at the call of the Chair at such times and places that are mutually convenient to discuss issues of mutual concern to the Members. The Joint Board shall meet once a month with the Members while the legislature is in session. These meetings shall be held on the first Monday of every month at 11:00am. Additional meetings with Members may be scheduled either by the call of the Chair or by written request of five or more Members. The Clerk shall post proper notice of all meetings and shall record minutes pursuant to RSA 91-A:2. Attendance for purposes of quorum and voting may be by telephone or video, subject to the provision of RSA 91-A.

### 4. Voting and Alternates.

A. Number of Joint Board members. The membership of the Joint Board is comprised of five regular members and two alternate members.

B. Quorum. Three of the five Joint Board members in attendance at a meeting are necessary to form a quorum.

C. Majority vote. All votes will pass by simple majority.

D. Role of Alternates.

Alternate member(s) shall sit with all other Joint Board members during the meetings and may participate but may only vote if regular member can't participate on said item. If an alternate has already been appointed to sit in for a regular member, then the second alternate shall be appointed by the Chair.

If a Joint Board member has unexcused absences for 2 consecutive or 3 total meetings during the term of this Agreement, they will be deemed to have vacated their position and the Joint Board will be free to appoint an alternate as a regular member to the vacant position upon majority vote of the Joint Board. If a Joint Board member resigns or is unable

to continue to serve, the Joint Board will appoint an alternate as a regular member by majority vote of the Joint Board.

If alternates become regular members of the Joint Board, new alternates will be appointed by the Joint Board from all applicants that have been nominated by five or more Members.

## VI. FINANCIAL AGREEMENT

A. Apportionment of Cost: The Coalition Communities 2.0 agree that they will apportion costs as follows:

Apportionments shall be assessed annually to each Member by the 30<sup>th</sup> of January (or no later than 30 days after the execution of this Agreement by all parties) of each year of the Agreement. The Apportionment may be based on each Member's percentage of the group's total equalized property value as determined by the most recent and available data from the NH Department of Revenue Administration. Once adopted, this Apportionment formula may not be amended without a majority vote of the Members. This Apportionment will take into account the contributions transferred by Members from the Claremont Coalition Account.

B. Special Associate Member. Special Associate Member Assessment shall be assessed by the Joint Board to Associate Members who are not parties to this Agreement and may not vote but have requested information and/or support the Coalition Communities efforts.

C. Fiscal Agent. The Members agree that the City of Portsmouth ("City") will be the fiscal agent for the funds described in paragraph A above. The funds will be collected by the Joint Board and held by the City for purposes set forth in this Agreement and the Request for Proposals set forth in Exhibit A. However, the Members have delegated all decisions relative to the acceptance and expenditure of funds to the authority to the Joint Board, as described more fully in section IV above

D. Accounting for Funds. The Joint Board with assistance from the Fiscal Agent shall provide to the Members from time to time, but at least quarterly, a formal accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.

E. No funds will inure to the benefit of any member of the Joint Board, private individuals, or employee of municipalities subject to this Agreement except that reasonable compensation may be paid for services rendered to the Members, including but not limited to contracted services and administrative support.

F. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Joint Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of the all Members made in the year of distribution.

## VII. Termination

A. **Mutual Agreement.** This Agreement may be terminated at the end of the two-year term upon mutual agreement of the Members' Boards of Selectmen and City Council. The Boards of Selectmen and City Council shall make the decision to terminate in July of the second year of the term of this Agreement.

B. **Terminate Without Penalty.**

If this Agreement is renewed for a second term, a Member wishing to withdraw from the Agreement shall give notice three months before the expiration of the initial two-year term and shall be responsible for its share of the Apportionment until the expiration of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement. This Agreement shall terminate upon completion of its two-year term if not renewed.

C. **Termination With Penalty**

A Member wishing to withdraw from the Agreement before the end of the two-year term shall be responsible for its share of the Apportionment until the completion of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.

## VIII. Other

A. **Amendment:** This Agreement may be amended only by written Agreement signed by the majority of Members.

B. **City Council and Board of Selectman Approval:** All Members undersigned have received approval of this Agreement by its City Council or Board of Selectman and have been authorized to participate by votes taken on dates attached and incorporated as Exhibit C.

C. **Notices:** Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.



F. Separate Document: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

t/2021legislative//donortown/MOUandIM/mou2021

Sept 1, 2012

Hi,

On behalf of VCC North Hampton,  
I am asking to use the green/  
bandstand area on Saty September 18,  
2012 for a church picnic. It will  
be approximately 25 people or so, bringing  
our own food / chairs and parking will  
be at the church. Time frame from  
about 11<sup>30</sup> - 1<sup>30</sup> sh.

Please  
waive the  
fees per request  
of church  
Thanks!  
#

Thankya,

Jana Gelsomini  
9784950072  
gels15@yahoo.com

# REGULATIONS GOVERNING TOWN FACILITIES USE

## 1. TOWN FACILITIES USES:

1.1. This policy shall include the following facilities:

1.1.1. Town Hall

1.1.2. Mary Herbert Room

1.1.3. Heritage Room

1.1.4. Bandstand

1.2. All Town facilities shall be used solely for the public business functions that they were intended.

1.3. Use of buildings for any other purpose requires prior approval by the Select Board. Application for public uses of Town buildings may be made at the Town Administrator's office on the applicable form.

1.4. Approval of applications for use will normally take place at a regularly scheduled Select Board meeting. The Select Board may authorize the Town Administrator to execute applications for use of Town facilities.

1.5. The use of Town facilities by any non-municipal group or organization for any activity or expression of any viewpoint does not constitute an endorsement of that activity or viewpoint by the Town.

1.6. The use of Town Facilities is limited to North Hampton residents, organizations, and Town employees. Under no circumstances will the facilities be rented to non-residents or out-of-town political/other organizations.

1.7. Any form of commercial/for profit activity is strictly prohibited.

1.8. The use of the facilities by the following for official business shall always take precedence over any other use:

1.8.1. Regularly Scheduled or Special Elections

1.8.2. Select Board

1.8.3. Other Town Boards, Committees, or Town sponsored organizations (including but not limited to the Planning Board, Zoning Board of Adjustment, Municipal Budget Committee, Conservation Commission, Bandstand concerts, Recreation Department activities)

1.9. All others are hereby advised that, in the event an immediate need for the space arises, non-governmental uses may be deferred with little or no notice. In general, such instances are most likely to occur during evening hours, Monday through Thursday, due to unanticipated numbers in attendance at regularly scheduled Board meetings.

1.10. Requests for use of the facilities during normal business hours shall be evaluated on a case by case basis to ensure that there is no disruption of or interference with Town services to the general public.

1.11. Under no circumstances will the facilities be booked for more than three (3) separate functions/activities on any given day. Nor will events be scheduled such that an overlap may occur. A minimum buffer of two hours shall be maintained between events for which set-up/clean-up will be necessary.

1.12. Under no circumstances will the Town's tables/chairs be rented or loaned for use outside the meeting Facilities for any purpose other than a Town sanctioned event.

1.13. Under no circumstances will non-grounded extension cords be permitted. Non-grounded extension cords are "two pronged" and are designed for residential use only and rated not exceed 5 amps.

1.14. All gatherings other than regularly scheduled meetings shall have the final approval of the Fire Chief or designee to assure the place assembly capacity is adhered to.

## **2. APPLICATION:**

2.1. An "Application for Rental of Town Facilities" shall be completed and signed by the applicant, and the rental fee and security deposit (if applicable) paid before the Facilities may be used.

2.2. Signature on the application indicates acceptance of premises "as is," as well as responsibility for the condition of the premises after the activity is held.

2.3. Application for rental must be made at least two (2) weeks prior to use.

2.4. 24-hour notice is requested for any cancellations.

2.5. Rental fees received shall be refunded in full in the event of a cancellation.

### 3. PAYMENTS:

3.1. Fees for use shall be as follows:

3.1.1. Residents	\$75.00 + Security Deposit
3.1.2. Town Political/Private Organizations	\$75.00 + Security Deposit
3.1.3. Use of Bandstand	\$75.00 + Security Deposit

3.2. The Select Board may waive all or part of any fees for civic organizations.

3.3. A security deposit of \$100 will be paid to the Town.

3.4. The Security Deposit may be forfeited in full, or in part, for any of the following reasons:

3.4.1. Damage to Facilities, furnishings, and/or equipment.

3.4.2. Facilities and accessory areas not cleaned and vacated before 1:00 AM of the day following its use as required.

3.4.3. Monies for custodial services, calculated at the current hourly wage paid by the Town, shall be deducted from the applicant's security deposit for violations of this policy

3.5. Applicant is hereby notified that should the cost of damage(s) occurring to any part of the Town Facilities Facilities/area as a direct result of the applicant's negligence exceed the amount of the security deposit, the Town of North Hampton has an obligation to pursue any legal action available in order to collect said moneys from the applicant.

3.6. The Town will accept cash or two (2) personal checks made payable to the "Town of North Hampton" as payment for Rental Fees and Security Deposit at least one week prior to the events schedule.

3.7. The Town will not accept second party checks.

3.8. Payment is expected at the time of application, unless other arrangements are made in advance.

3.9. There is a \$25.00 fee on any returned check.

**4. ENTRANCE/EXIT:**

4.1. For evening, weekend, or holiday activities, the applicant must sign out a function key from the Town Administrator's Offices, between the hours of 8AM and 4PM, no earlier than the last regular business day immediately preceding the scheduled event.

4.2. Applicant is responsible for ensuring the return of the key no later than the first regular business day following the event.

4.3. Lost keys should be reported immediately, and are subject to a \$75 replacement fee.

4.4. It shall be the applicant's responsibility to ensure that, upon vacating the Facilities, the front and back doors are securely locked.

4.5. Applicant is responsible for ensuring that the facility, kitchen area, halls and bathroom are cleaned.

4.6. In addition, tables, counter and sink areas should be thoroughly wiped down, and all trash securely bagged and placed in the dumpster behind the fire station.

4.7. Applicant is responsible for ensuring that all tables are broken down, and that all chairs are folded and returned neatly to the racks.

**5. GENERAL:**

5.1. There shall be no decorations or other materials affixed to walls, woodwork, window/door frames, floors, or fixtures of any Town facilities.

5.2. Tables and chairs may be decorated, provided those decorations are attached only with tape or string and are removed entirely after the rental activity.

5.3. To avoid damage to the flooring, tables and chairs are not to be dragged across the floor when setting up or breaking down the room. Additionally, should the intended activity

involve any actions that could potentially damage the flooring, applicant shall take all reasonable steps to ensure said damage is avoided (i.e. requesting their attendees remove high-heeled footwear).

5.4. The following items/services are NOT provided:

5.4.1. Setup/breakdown of the Facilities

5.4.2. Linens, tableware, etc.

5.4.3. Coffee pot

5.4.4. Audio Visual Equipment or recording of events

5.5. During the course of any function, the Facilities shall remain open and available for inspection by Town officials to ensure compliance with the rental agreement rules and regulations.

5.6. Multiple date rental privileges may be revoked by the Town Administrator for any infractions of this policy, and/or the application agreement.

5.7. Any persons or organizations who have not complied with all these rules and regulations may be denied future use of the Facilities.

5.8. With the exception of cake candles and continually monitored sterno warmers, open flames are prohibited.

5.9. The use of alcohol at any function shall be prohibited.

**6. BANDSTAND:**

6.1. The Bandstand located at the intersection of Atlantic Ave. (State Route 111) and Post Rd. (State Route 151) shall not be used without the approval of the Bandstand Committee.

6.2. No signs, banners or other devices may be attached to the bandstand.

6.3. There shall be no vehicles parked on the common.

6.4. Individuals using the bandstand are responsible for coordinating parking with the Police Department prior to the event

6.5. Any materials, equipment, or waste that is brought to the bandstand must be removed when the event is over.

**7. WAIVERS:**

7.1. Waivers to any provisions of this regulation, including the fee to be changed for a specific use(s), may be granted by a majority vote of the Select Board.

**8. AMENDMENTS:**

8.1. This policy may, from time to time, be amended by a majority vote of the Board of Selectmen at a regularly scheduled Selectmen's meeting.

*Adopted November 22, 2010*

All fees shall be paid at least one week in advance. The Select Board reserve the right to modify the fee schedule at anytime without notice.

Accepted and agreed to: \_\_\_\_\_

*Sanford Domini*

Date: \_\_\_\_\_

*Sept 1, 2012*

Address: \_\_\_\_\_

*107 Post Rd W. Hopt*

Tel # \_\_\_\_\_

*978 495 0072*



## School Resource Officer Agreement

AGREEMENT is updated this 1st day of October, 2022, by and between the NORTH HAMPTON SCHOOL DISTRICT and the NORTH HAMPTON POLICE DEPARTMENT as follows:

### WITNESS

Whereas the North Hampton School District agrees to purchase from the North Hampton Police Department and the North Hampton Police Department agrees to provide for the North Hampton School District and to manage a School Resource Officer (SRO) Program in the North Hampton School District consisting of a Part-Time School Resource Officer, supplies and equipment and the North Hampton School District agrees to reimburse the North Hampton Police Department for its expense in providing the SRO, and

Whereas the North Hampton School District and the North Hampton Police Department desire to set forth in the SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO at North Hampton School;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Goals and Objectives-** It is understood and agreed that the North Hampton School District and the Hampton Police Department officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools.
  - 1.1. To foster the educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
  - 1.2. To have the SRO attend extracurricular activities held at schools;
  - 1.3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession of and use of weapons on campus, the illegal sale and/or distribution of controlled substances and riots;
  - 1.4. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in the investigation of crimes that occur at school;
2. **Employment and Assignment of School Resource Officers**
  - 2.1. North Hampton Police Department agrees to employ a School Resource Officer (SRO) during the term of this agreement. The SRO shall be an employee of the North Hampton Police Department and shall be subject to the administration, supervision and control of the North Hampton Police Department.
3. **School Resource Officer Agreement**
  - 3.1. The North Hampton Police Department agrees to provide and to pay the SRO's employment benefits in accordance with the applicable salary schedules and employment practices of the North Hampton Police Department. The SRO shall be subject to all other personnel policies and practices of the North Hampton Police Department.
  - 3.2. The North Hampton Police Department shall have the power and authority to hire, discharge and discipline the SRO.

- 3.3. The SRO shall be assigned by the North Hampton Police Department to the North Hampton School.
- 3.4. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the North Hampton Police Department and the Principal of North Hampton School. The North Hampton Police Department agrees to assign a substitute part-time SRO to assume and perform the duties of the SRO who is absent from work, if possible. In such an event, the monthly compensation paid by the North Hampton School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

**4. Duty Hours**

- 4.1. The SRO hours of work shall be set by mutual agreement between the North Hampton School District, at the direction of the Principal, and the North Hampton Police Department.
- 4.2. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under the agreement.
- 4.3. In the event of an emergency, the SRO may be ordered by the North Hampton Police Department to leave the duty station during normal duty hours as described above and to perform other services for the North Hampton Police Department. The hours shall be made up in a manner determined by mutual agreement of the parties.

**5. Duties of School Resource Officer (SRO)**

- 5.1. To protect lives and property of the citizens and public-school students of North Hampton School;
- 5.2. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of School Board Policies and Administrative Regulations regarding student conduct;
- 5.3. To investigate criminal activity committed on or adjacent to school property;
- 5.4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student; and
- 5.5. To answer questions that students may have about New Hampshire Criminal or Juvenile laws.

**6. Chain of Command**

- 6.1. As an employee of the North Hampton Police Department, the SRO shall follow the chain of command as set forth in the North Hampton Police Department Policies and Procedures manual.
- 6.2. The North Hampton School District also may provide training in School Board Policies, regulations and procedures.

**7. Dress Code-** The SRO shall dress according to North Hampton PD policy.

8. **Supplies and Equipment-** The North Hampton Police Department agrees to provide the SRO with the necessary equipment to perform SRO duties. The North Hampton School District agrees to provide the SRO with school supplies normal for classroom instruction.
9. **Transporting Students-** Generally, the SRO will be provided with a police vehicle, but will not normally transport students, except in an emergency. If a student needs police transportation, the SRO will make such arrangements with the North Hampton Police Dispatch Center. The SRO shall notify the school principal before removing a student from campus.
10. **Investigation, Interview, Search and Arrest Procedures**
  - 10.1. **Search Procedures-** If the school has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, purse, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. Absent these safety reasons, the SRO shall not be involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.
  - 10.2. **Reporting of Crimes-** If the investigation uncovers evidence of an act of theft, destruction, or violence as defined in RSA 193D, the school official shall notify the SRO, the student's parent/guardian and the superintendent. Should DCYF be notified as part of this investigation, the SRO/ North Hampton Police Department will also be notified.
11. **Access to Educational Records-** School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except as permitted by school administration.
  - 11.1. Wherever practicable, the school district authorizes access of video surveillance equipment inside and outside of the school to the police department. The access will allow the police department/SRO to monitor activity within the school for security and investigative purposes. The police department/SRO shall be allowed to make copies of any videos for security, investigative, and evidentiary purposes as allowed by law.
12. **Term of Agreement-** The term of this agreement is one year commencing on October 1, 2022 and ending on January 1, 2023. This agreement shall be renewed and extended annually for additional and successive one (1) year terms unless notice of non-renewal is given by either party, in writing, sixty (60) days prior to the end of the contract.
13. **Consideration**
  - 13.1. For and in consideration of the North Hampton Police Department providing the SRO Program as described herein, the North Hampton School District agrees to reimburse the North Hampton Police Department for the hours worked by the SRO at the overtime rate of the assigned officer.
  - 13.2. The said compensation shall be paid by the North Hampton School District to the North Hampton Police Department on quarterly installments on or about the first day of the month.

**14. Insurance and Indemnification**

14.1. The North Hampton Police Department shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy. A copy of the certificate of insurance shall be supplied to the North Hampton School District.

IN WITNESS WHEREOF, the parties hereto have caused the Operation's Agreement to be executed the day and year first written above.

North Hampton SCHOOL BOARD

BY: \_\_\_\_\_  
Meredith Nadeau, Superintendent  
School Administrative Unit #21

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Danielle Strater, Board Chair  
North Hampton School District

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Kathryn Mone, Chief  
Hampton Police Department

\_\_\_\_\_  
Date

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 MEETING**

4 **AUGUST 22, 2022 7:00 PM**

5 **NORTH HAMPTON TOWN HALL**

6 ***DRAFT MINUTES***

7 SELECT BOARD MEMBERS PRESENT: Chairman James Sununu, Vice-Chairman James Maggiore

8 EXCUSED: Selectman Jonathan Pinette

9 BUDGET COMMITTEE MEMBERS PRESENT: Chairman Rick Stanton, Vice-Chair James Sununu, Frank  
10 Ferraro, Sean Dionne, Lisa Gallagher, School Board Rep Lisa Gagalis, George Chauncey, LBH Margaret  
11 Schonenberger for Brian Goode

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

13  
14 **AGENDA**

15  
16 Chairman Rick Stanton opened the Municipal Budget Committee Meeting of August 22, 2022 at 7:03 pm  
17 and introduced members.

18  
19 Chairman James Sununu welcomed everyone to the North Hampton Select Board Meeting of August 22,  
20 2022 and called the meeting to order at 7:04 pm, followed by the Pledge of Allegiance.

21  
22 **Municipal Budget Committee Meeting**

23 Chairman Stanton said the purpose of the meeting tonight is to review and approve the Little Boar's  
24 Head (LBH) FY2022-2023 Budget based on their fiscal year beginning September 1, 2022.

25  
26 Margaret Schonenberger reviewed the LBH Budget starting with (1) Sidewalks: to be used for the sidewalk  
27 coming from the corner of Atlantic Avenue to Willow Avenue. She said this year Public Works Director  
28 Hubbard was too busy to coordinate the work and they are hoping to do the project in the fall; the \$4,000  
29 for this year was not spent. (2) Parks and Commons: money for taking care of LBH Common Area and  
30 mowing; cost for services has gone up. (3) Legal, Zoning, & Printing Materials: for printing of annual

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

34  
35 ***A recording of the meeting can be found at: [http://www.townhallstreams.com/towns/north\\_hampton\\_nh](http://www.townhallstreams.com/towns/north_hampton_nh), and a***  
36 ***DVD recording is available at the North Hampton Town Administrative Offices, 233 Atlantic Avenue, North***  
37 ***Hampton, New Hampshire 03862.***

Select Board Regular Meeting  
August 22, 2022

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booklet and for any mailings. (4) Office Expenses & Insurance: speaks for itself. (5) Miscellaneous: catchall for any other departments. (6) Zoning Compliance Officer's Stipend: in future hope to hire a parttime compliance officer. (7) LBH Improvement Fund: for any major things that happen in LBH District. She said income from permits this year was lower than usual and there was not much construction going on; income from taxation is already set by the Town.

Select Board Vice-Chair Maggiore said Brian Goode had called in and was on his phone right now.

**Motion:** Mr. Ferraro made a motion to allow Brian Goode to participate by phone; seconded by James Sununu; all in favor 8-0.

Mr. Dionne asked if the \$4,000 not spent was all that was needed for the sidewalks. He said there is the \$7,500 (Warrant Article) and asked if there were any previous monies. Ms. Schonenberger said there were no previous funds and that is the money set aside for sidewalks, along with the LBH Improvement Fund, as the cost will be higher than \$4,000. Mr. Dionne said then \$11,500 total set aside for sidewalks.

Mr. Goode said nothing had been spent from the Sidewalk Fund yet this year; in prior years, time was spent on design for the Oceanfront Sidewalk, but they were unable to do the sidewalk this year due to DPW work load and it was postponed to later this fall; there is no dollar figure yet. He said they are looking to see if they need to encumber any funds, but the majority will come from the Improvement Account with a current balance of approximately \$65,000.

Mr. Ferraro said the proposed FY2023 is to appropriate \$4,000, but there is another \$4,000 already sitting there from this year. Mr. Goode said for FY2023 the funds are for additional sidewalks in another location. He said the \$4,000 is an annual figure in this Budget for potential new sidewalks or repair of existing. Mr. Ferraro said there is \$7,500 now in the Improvement Fund from a Warrant Article. Mr. Goode said with the \$4,000 for the sidewalks there is now a total of \$69,000 in the Trust Account, and the \$7,500 is added annually to that account. He said the sidewalks are estimated to cost \$60,000.

**Motion:** Mr. Ferraro made a motion to accept the proposed Little Boar's Head Budget for FY2023 of \$22,500; seconded by Mr. Dionne; approved 8-0.

**Motion:** Mr. Ferraro made a motion to approve the addition of \$7,500 to LBH Improvement Fund; seconded by BC Chairman Stanton; approved 8-0.

**Any Other Comments:** Mr. Ferraro said the fall schedule shows Wednesday October 22, 2022 the Budget Committee will get the Year-End Review and Default Budgets for the Town, Library, and School. Chairman Stanton said yes with a Budget Committee meeting on October 31, 2022 at 6:30 pm.

Chairman Stanton closed the Budget Committee at 7:18 pm.

**Select Board Meeting:** Chairman Sununu said there would be a short break and the meeting was resumed at 7:20 pm.

**First Public Comment Session**

Call 603-758-1447 or email: [jsununu@northhampton-nh.gov](mailto:jsununu@northhampton-nh.gov)

Select Board Regular Meeting  
August 22, 2022

86 No Public Comments.

87

88 **Consent Calendar**

89 6.1 Payroll Manifest of July 28, 2022 in the amount of \$89,664.99

90 6.2 Payroll Manifest of August 4, 2022 in the amount of \$95,050.80

91 6.3 Payroll Manifest of August 11, 2022 in the amount of \$234,088.32

92 6.4 Payroll Manifest of August 18, 2022 in the amount of \$86,231.82

93 6.5 Accounts Payable Manifest of August 4, 2022 in the amount of \$71,831.79

94 6.6 Accounts Payable Manifest of August 18, 2022 in the amount of \$1,212,315.92

95 6.7 Cemetery Deeds

96

97 **Motion:** To approve Consent Calendar as presented.

98 **Motioned:** Vice-Chair Maggiore

99 **Seconded:** Chairman Sununu

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

101

102 **Correspondence** – Correspondence from American Legion Hamptons Post 35

103 Chairman Sununu read the correspondence from Commander G. Berkley Bennett, Jr in full: invitation to  
104 attend the rededication of the Global War on Terrorism Memorial Monument on Sunday, September 11,  
105 2022 at 6:00 pm at American Legion Post 35, 69 High Street, Hampton, NH. The Governor has also been  
106 invited.

107

108 **Committee Updates**

109 Vice-Chair Maggiore said he had no update on either the *Heritage Commission* or the *Water Commission*;  
110 *Heritage Commission* meets on Thursday.

111

112 Chairman Sununu said no update on *Rails to Trails Committee*; *Budget Committee* just met and approved  
113 LBH FY2023 Budget and will meet again end of October to start review of Town, School, and Library  
114 Budgets.

115

116 **Report of the Town Administrator**

117

118 Town Administrator Tully said he has received comments from residents regarding the Cell Tower and  
119 said the Town has looked at several options, but things take preparation and research and do not happen  
120 instantaneously. He said this is one of his main goals as Town Administrator for residents and emergency  
121 responders and it continues to be worked on.

122

123 Chairman Sununu pointed out that the ceremony for the Lafayette Trail Marker will be held on September  
124 13, 2022 at 10:00 am at the Bandstand.

125

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

127

128 **NEW BUSINESS**

129

130 **11.1 Introduction of Clerk of the Works Marc Jobin and Update on Building Project**

131 Chairman Sununu introduced the new Clerk of the Works, Marc Jobin, and said he would provide an  
132 update on the building project.

133



134 Marc Jobin, of Jobin Construction Consultants, said the designs for the project were completed in July,  
135 and in August Ricci Construction put out bids to get sub-pricing, vendor pricing, and materials costs. He  
136 said he met with Mr. Ricci last week and went over the numbers and his new guaranteed maximum price.  
137 He said there are no questions or problems with anything I have seen so far, and Mr. Ricci has great  
138 contractors lined up to do the job.

139  
140 Mr. Jobin said Mr. Ricci drafted the GMP Contract and there was some negotiating back and forth, but he  
141 was satisfied now, and it will be here to the Select Board in the next day or so. As soon as the contract is  
142 executed Mr. Ricci is prepared to pull the Building Permit and start mobilizing work on the Town Office  
143 building September 12, 2022, which will take about 4 months to complete. He said he will be checking in  
144 with the Board on a regular basis to answer questions and address any concerns.

145  
146 Chairman Sununu said the Town is lucky to have someone of Marc's skillset and said this is an important  
147 position for this project given the size and scope of the undertaking. Vice-Chair Maggiore said when  
148 working on that building there are two other functions there, Library and Town Clerk, and asked Mr. Jobin  
149 if he would be involved in the coordination of speaking with the Town and getting news to people about  
150 possible interruptions. Town Administrator Tully said he already had a conversation about that, and they  
151 would be using part of the old library parking lot for fencing/construction, and for Fire and Police the area  
152 will be gated.

153  
154 Chairman Sununu said a lot has been happening since March and the Project Management Team and  
155 architect have gone through a number of revisions working with Police & Fire Chiefs and Town  
156 Administrator on building layouts, requirements, and all the granular detail of the plans. The Chiefs feel  
157 they have gotten all their needs into the plan and have buildings that work well for Fire, Police, and Town  
158 Services and administration.

159  
160 Town Administrator Tully said his thought was to have Mr. Jobin attend the second meeting of each month  
161 for updates unless something really important comes up.

162  
163 **11.2 Discussion of 271 Atlantic Avenue Address Discrepancy**  
164 Chairman Sununu said a meeting and a Public Hearing was held about this address discrepancy and the  
165 Board needs to make a decision about how to renumber these addresses, so it is optimal for public safety.  
166 Town Administrator Tully said he had no updates; Fire Chief Jason Lajoie also had no updates.

167  
168 Vice-Chair Maggiore said the Board went through this once before and said he can appreciate the difficulty  
169 in changing addresses. He said if there has been no movement on either side his opinion would be that  
170 the Board make the change that affects the least number of people. Chairman Sununu agreed and said  
171 also that Mr. Martin's property does not yet have a residence on and fewer people will be impacted.

172  
173 **Motion:** To renumber 271 Atlantic Avenue address and approve the Fire Department go forward and  
174 renumber the adjacent lots as needed.

175 **Motioned:** Chairman Sununu

176 **Seconded:** Vice-Chair Maggiore

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

178  
179 **11.3 Discussion of 2023/2024 NHMA Legislative Policy Conference**  
180 Vice-Chair Maggiore explained that the NHMA advocates for effective government for all municipalities  
181 in New Hampshire and all communities are now dues-paying members. He said NHMA works in an

182 absolutely nonpartisan way to do what is best based upon the legislative principles they put forward to  
183 their delegates to that conference and then vote yay or nay on these principles. He said those principles  
184 go through general administration and governance of communities: finance and revenue, infrastructure  
185 and development, and land use.

186  
187 Vice-Chair Maggiore said after the conference NHMA will break down what they have heard into priority  
188 issues and standing issues (ongoing issues) and others to keep on their radar. He said NHMA will actually  
189 draft legislation if needed, will find sponsorship, and try to advance the issue; also will make sure no  
190 legislation is pending to negatively affect the issue. He said there is an opportunity to present 4 proposals;  
191 any person can raise one on the floor to be voted on, and only 1 floor proposal.

192  
193 Vice-Chair Maggiore said two questions to the Board are: (1) do general policies seem reasonable such  
194 that we approve or so violently object to anything in here that somebody needs to bring up to the Policy  
195 Conference; (2) do we want a delegate to the Conference who gets to vote. He said I do not have to be  
196 the delegate though I will be at the meeting.

197  
198 Chairman Sununu recommended James Maggiore as the delegate; he said there is nothing objectionable  
199 in here that would not be the role of NHMA in terms of municipalities and encouraged feedback to the  
200 Board. Vice-Chair Maggiore said the Conference is on September 23, 2022 from 9:00 am to noon at NHMA  
201 Offices in Concord.

202

203 **11.4 Appointment to the Agricultural Commission**

204

205 **Motion:** To appoint Cheryl Kasztejna as Alternate Member to the Agricultural Commission for a term of  
206 one (1) year.

207 **Motioned:** Vice-Chair Maggiore

208 **Seconded:** Chairman Sununu

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

210

211 **MINUTES OF PRIOR MEETINGS**

212

213 **12.1 Approval of Regular Meeting Minutes of July 25, 2022**

214

215 **Motion:** To approve the Regular Meeting Minutes of July 25, 2022 as presented.

216 **Motioned:** Vice-Chair Maggiore

217 **Seconded:** Chairman Sununu

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

219

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

221

222 **Second Public Comment Session**

223 *Call 603-758-1447 or email: [jsununu@northhampton-nh.gov](mailto:jsununu@northhampton-nh.gov)*

224

225 **Next Regular Meeting:** September 13, 2022

226

227 **Adjournment**

Chairman Sununu adjourned the meeting at 7:53 pm.

228

Select Board Regular Meeting  
August 22, 2022

229 Respectfully submitted,  
230 Patricia Denmark, Recording Secretary

DRAFT