

TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
NORTH HAMPTON SELECT BOARD

NOTICE OF PUBLIC MEETING
MONDAY, MARCH 11, 2024

NORTH HAMPTON TOWN OFFICES
NON-PUBLIC SESSION
237A ATLANTIC AVENUE
6:15 O'CLOCK P.M.

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

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

1. Call to Order

2. Non-Public Session Pursuant to RSA 91-A:3, II(b)

3. Return to Public Session and Pledge of Allegiance

4. First Public Comment Session

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

5. Consent Calendar

5.1 Payroll Manifest of February 29, 2024 in the amount of \$79,520.89

5.2 Payroll Manifest of March 7, 2024 in the amount of \$261,642.72

5.3 Accounts Payable Manifest of February 29, 2024 in the amount of \$354,136.38

5.4 Cemetery Deed

6. **Correspondence**
7. **Committee Update**
 - 7.1 Heritage Commission
 - 7.2 Water Commission
 - 7.3 Rails to Trails Committee
8. **Public Hearing**

Pursuant to RSA 36-A:4 and RSA 675:7 to Consider the Acquisition of a 4 Acre Parcel of Land Located at Map 002, Lot 078 from the Batchelder Family for the Purchase Price of \$14,800
9. **Report of the Town Administrator**
10. **Items Left on the Table**
11. **New Business**
 - 11.1 Quarterly Update from Aquarion Water
 - 11.2 Discussion of New Coakley Monitoring Well
 - 11.3 Update on Water Line Grant and Project
12. **Minutes of Prior Meetings**
 - 12.1 Approval of Minutes of Regular Meeting of February 26, 2024
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 4, above
15. **Adjournment**

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
237A ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

TEL: (603) 964-8087
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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
OFFICE *of the* TOWN ADMINISTRATOR

CONSENT CALENDAR

TOWN ADMINISTRATOR
MICHAEL TULLY

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

TO: SELECT BOARD
FROM: MICHAEL TULLY, TOWN ADMINISTRATOR
SUBJECT: CONSENT CALENDAR FOR SELECT BOARD MEETING 03/11/2024
DATE: 03/08/2024

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

- 5.1 Payroll Manifest of February 29, 2024 in the amount of \$79,520.89
- 5.2 Payroll Manifest of March 7, 2024 in the amount of \$261,642.72
- 5.3 Accounts Payable Manifest of February 29, 2024 in the amount of \$354,136.38
- 5.4 Cemetery Deed

MICHAEL J. TULLY
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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
OFFICE *of the* TOWN ADMINISTRATOR

CORRESPONDENCE

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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TOWN OF NORTH HAMPTON, NEW HAMPSHIRE
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COMMITTEE UPDATES

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

PUBLIC HEARING



**TOWN of NORTH HAMPTON
NOTICE of PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the North Hampton Conservation Commission and the North Hampton Select Board will conduct a joint Public Hearing pursuant to RSA 36-A: 4 and RSA 675:7.

WHEN: Monday, March 11, 2024, at 7:00 p.m.

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

PURPOSE: To consider whether the Town should purchase for conservation an approximately 4-acre parcel of land located at Map 2, Lot 78 from the Batchelder family for the purchase price of \$14,800.

The acquisition of Map 2, Lot 78, located within the 12 Shares of North Hampton, abuts existing conserved parcels in North Hampton. This acquisition will help preserve sensitive wetlands in close proximity to Aquarion Water wells and offers the opportunity to expand an existing trail network within Hampton's 12 Shares and the Hampton Town Forest to improve existing pathways and bicycle trails between Hampton and North Hampton.

"Twelve Shares," is named after the original 12 shares of land granted by the King of England to the first settlers of the area.

AGENDA
North Hampton Conservation Commission
Monday, March 11, 2024 at 7:00 p.m.
North Hampton Town Hall

The North Hampton Conservation Commission and the North Hampton Select Board will Conduct a Joint Public Hearing pursuant to RSA 36-A: 4 and RSA 675:7.

1. Call to Order
2. Conservation Commission Vote to Unseal and Approve the Minutes for the January 9, Non-Public Meeting of the Conservation Commission
3. Public Hearing held by the North Hampton Conservation Commission: The Commission will gather input about the Purchase and Sales Agreement, the Conservation Warranty Deed, and vote to recommend approval and acceptance of the Conservation Warranty Deed to the Board of Selectman, thereby acquiring Map 2, Lot 78 for its appraised value.
4. Adjourn the Conservation Commission segment of the Public Hearing.

**Town of North Hampton
Conservation Commission
233 Atlantic Avenue
North Hampton, New Hampshire 03862**



Conservation Commission Members

Lisa Wilson, Chair
Kathy Grant, Vice Chair
Phil Thayer, Andy Vorkink
Audrey Prior, Dave Ciccalone
Alternate Members
Allyson Ryder, David McGilvery

January 16, 2024

To the Board of Selectman:

During its January 9, 2024 Non-Public session, the Conservation Commission voted to proceed to acquire a parcel of land located within the 12 Shares. This parcel is adjacent to and within close proximity to existing conservation land. The 12 shares are parcels containing wetlands and uplands, including "Shiprock," one of the largest, if not the largest granite outcropping along the NH seacoast.

The acquisition of Map 2-78 will not only help preserve sensitive wetlands within close proximity to Aquarion Water wells, it offers the opportunity to expand upon an existing trail network within Hampton's 12 Shares and its Hampton Town Forest to improve upon existing pathways and bicycle trails between Hampton and North Hampton. The Hampton Conservation Commission and the Hampton Conservation Coordinator were very enthusiastic about the prospect of expanding and improving upon this regional trail network into North Hampton.

The Commission has agreed to purchase from the Batchelder family with funds from the Conservation Commission's general fund Map 2-78 (approximately four acres) for its appraised value of \$14,800. This lot directly abuts North Hampton conservation land located at Map 2-77 (4.32 acres) and is within close proximity to Map 2-68, the UCC parcel acquired under NHF in 2007 (2.8 acres acquired for its appraised value of \$30,000), and the Boise conservation land, Map 2-51 (45 acres).

The Batchelder family also owned large tracts of land in Hampton, which have been acquired by the Hampton Conservation Commission and turned into Batchelder Farm. Map 2-78 lot is not accessible from North Hampton conservation lots directly but it is accessible from Hampton by existing trails and the other conservation parcels the Commission already owns in the Twelve Shares. The Hampton/North Hampton trails within the 12 shares offer year-round recreational opportunities for visitors and seacoast residents of all ages the chance to observe wetland systems and fascinating geologic formations when enjoying the outdoors.

Please find attached maps and photos of the area within the 12 shares.

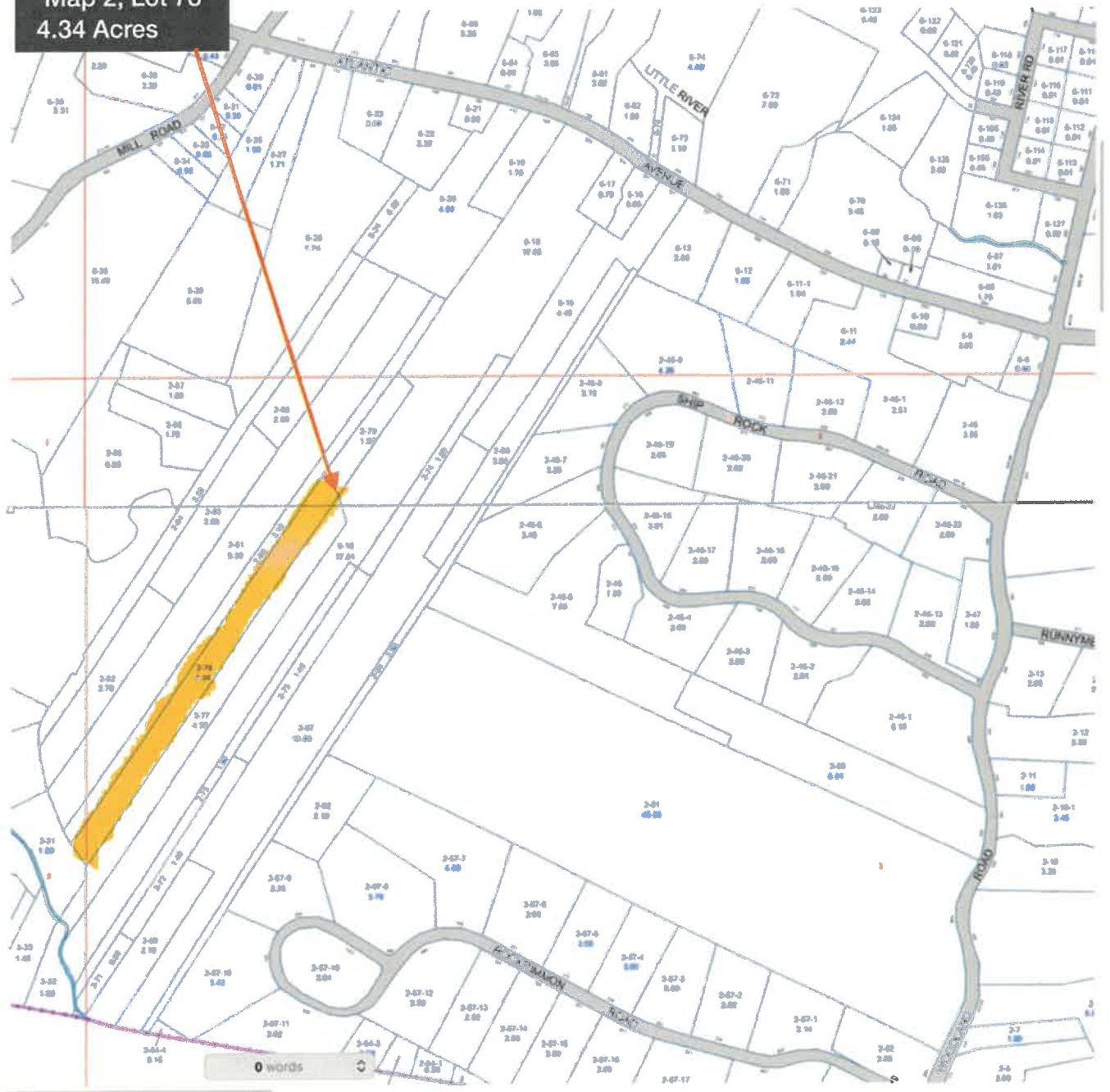
Thank you.

Sincerely,

Lisa J. Wilson, Chair
North Hampton Conservation Commission

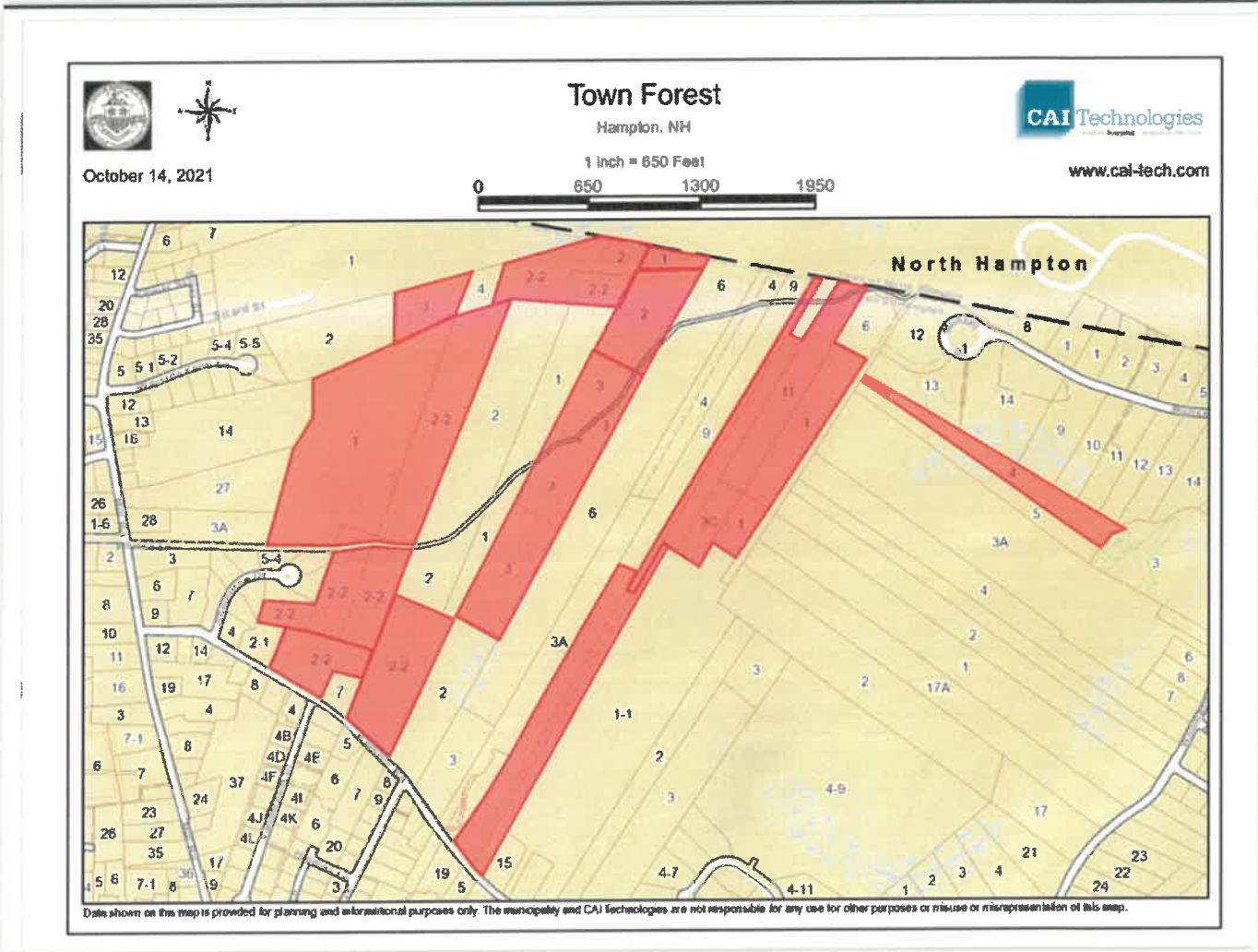
Cc: North Hampton Conservation Commission

Map 2, Lot 78
4.34 Acres





Hampton Town Forest within 12 Shares







The "Shiprock" in North Hampton, Shep Kroner

Boies, DR
 CCR - North Hampton, NH 51+/- acres
 Photos by Lauren Kras, Conservation easement steward, on Month Day, Year

Attributes	
Photo #	13
Description/caption	Large "Ship Rock"
Photo Direction	243° WSW
Date/Time	11/4/2016 10:27:51 AM
GeoJot+ User Name	Lauren Kras
File Name	Photo Boies 2016-11-04 10_27_51.jpg
Latitude	N 42° 57' 30.66"
Longitude	W 70° 48' 22.84"



Attributes	
Photo #	12
Description/caption	Wetland area with large Vernal Pool
Photo Direction	261° W
Date/Time	11/4/2016 10:20:41 AM
GeoJot+ User Name	Lauren Kras
File Name	Photo Boies 2016-11-04 10_20_41.jpg
Latitude	N 42° 57' 28.32"
Longitude	W 70° 48' 17.15"



FINAL

Purchase and Sale Agreement
For Acquisition of Land
Map 2, Lot 78

Agreement is made as of this Ninth day of February, 2024, by and between the following Parties:

1. The North Hampton Conservation Commission in the name of the Town of North Hampton, New Hampshire, pursuant to the powers and authority of New Hampshire RSA 36-A:4 with a business address of 237A Atlantic Avenue, North Hampton, New Hampshire 03862 (herein sometimes referred to as the “North Hampton Conservation Commission” and sometimes the “Conservation Commission”); and
2. Stephen P. Batchelder, Thomas D. Batchelder, David C. Batchelder and Edwin L. Batchelder III, with a mailing address of 8 Old Cart Path, Kittery Point, Maine 03905 (herein sometimes referred to as the “Owners”).

RECITALS

- A. The North Hampton Conservation Commission desires to acquire from the Owners fee simple interest in a parcel of land located in North Hampton, New Hampshire and have the Owners place such land into conservation as open space in perpetuity, such parcel known as tax Map 2, lot 78, as conveyed to the Owners in December 1991 under a deed recorded at Book 3085, Page 0307, Parcel I in the Rockingham Country Registry of Deeds (herein sometimes referred to as the “Property”).
- B. The Property subject to the terms of this Agreement is identified on the North Hampton Tax Map, as Tax Map 2, Lot 78 further described as follows:
 - a. Parcel I of the deed recorded at Book 3085, Page 0307 which states:

A piece of woodland lying off Atlantic Avenue in the Town of North Hampton, Rockingham County, New Hampshire, in the “Twelve Shares” so called, consisting of three (3) acres, more or less, and bound as follows: northerly by land formerly of Gilman Moulton, easterly by land formerly of Daniel Weare, southerly by “Alder Meadow” so called and westerly by land formerly of George A. Blake.
 - b. The Property is currently bound easterly by the parcel of land known as North Hampton Tax Map 2, Lot 77, owned by the Conservation Commission and held in conservation.
- C. Through discussions between the Conservation Commission and the Owners (when referred to collectively shall be referred to as “the Parties or “Parties”)

it has been agreed to convey the Property, under terms acceptable to the North Hampton Conservation Commission, and contained herein.

- D. The Parties desire that the transactions conveying the Property shall take place on or before May 1, 2024 (hereinafter referred to as the “Closing Date” or the “Closing”).
- E. This Agreement shall set forth the rights and obligations of the Parties to the others with respect to the transaction contemplated by this Agreement.

Now therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual promises and agreements contained herein, the Parties hereto, intending legally to be bound, agree as follows:

1. Parties Intent: The Parties agree that the North Hampton Conservation Commission will purchase and the Owners will sell the Property in fee simple. It is further agreed that the Owners, prior to conveying the Property to the Commission, and at the Closing, shall place certain restrictions and covenants on the Owners’ Property which will burden the Owners’ Property for conservation purposes in a form substantially similar to other property conserved by the Conservation Commission, such as for the parcel located at tax Map 2, Lot 77 adjacent to the Property. Such conservation provisions shall include the following provisions:
 - A. to preserve the Property in perpetuity in an undeveloped condition;
 - B. to prevent and prohibit any and all use of the Property inconsistent with the existing open space conditions of the said Property;
 - C. to restrict any and all current and future use of the Property from development and/or improvement of any kind, except for uses consistent with open space and scenic purposes;
 - D. to prohibit, now and in the future, any and all excavation, dredging, removal of sod, loam, peat, gravel, soil, rock or other mineral or other substances from the area burdened by the conservation easement, except for uses consistent with open space and scenic purposes;
 - E. to prohibit any and all other uses of the Property, now or in the future, (whether or not specifically identified in this Agreement) which may be detrimental to preserving the land in its natural condition as open space and/or scenic use, and;
 - F. to retain and maintain the Property predominantly in its natural, scenic or open condition, or as in agricultural, farming, open space, or forest use or such other use or condition as may be determined from time to time by the North Hampton Conservation Commission, in its sole discretion, consistent with protection of the ecological environment of the property.

2. Consideration: Subject to the terms set forth herein, the Parties agree that in consideration for the Owners, the North Hampton Conservation Commission shall pay to the Owners the sum of FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$14,800.00), as the purchase price. The Parties further agree that the obligation of the Conservation Commission to pay the Owners is contingent upon the closing of this transaction, and if this transaction does not close, for any reason whatsoever, the Conservation Commission's obligation to pay the Owners is forever extinguished.
3. Deed: Marketable title to the Property identified herein shall be conveyed as follows:
 - a. The Owners Property: The Owners shall convey to the Conservation Commission as agent on behalf of and in the name of the Town of North Hampton, good, clear, record and marketable title to the Property by a good and sufficient Conservation Warranty Deed, substantially in the form of Exhibit A hereto, with statutory covenants, free and clear of any and all liens, mortgages, restrictions, rights, reservations, covenants, easements, conditions, attachments, or encumbrances, except any public utilities currently serving the property and those encumbrances accepted by the Conservation Commission in writing prior to Closing. Said acceptance, if any, shall be made part of this Agreement, and attached as an exhibit.
4. Transfer of Title/Closing: The transfer of title to the Property shall take place on or before May 1, 2024. To the extent the recommendation of this Agreement by the Conservation Commission to the Board of Selectmen for approval is not received from the Board of Selectmen by the Closing Date, or to the extent the approval of this Agreement by the Board of Selectmen is not received from the Board of Selectmen by the Closing Date, then in either event, the Parties may agree to extend the Closing Date by an additional ninety (90) calendar days, and said extended date shall become the "Extended Closing Date" for this Agreement, and all Parties shall continue to remain bound to the terms of this Agreement. Except for the Extended Closing Date, all other terms, covenants, and conditions shall remain in full force and effect.
5. No Agent: No real estate agents have brought about this sale. Each party certifies to the other that there are no real estate brokerage fees payable for this transaction. Each party shall hold harmless and indemnify the other for any such fees as may be due and owing through that party.
6. Access: During the period from the date of this Agreement and the Closing Date, the Owners hereby grants to the Conservation Commission and its agents

and representatives reasonable access to the Property, during normal business hours, and if needed on weekends, for the purposes of investigating the same and making or causing to be made all inspections and tests as may be required by the Conservation Commission to satisfy and confirm the terms of this Agreement.

7. Insurance: The Parties agree that insurance is not applicable to the terms of this Agreement as no improvements are being conveyed herein.
8. Taxes and Assessments: Taxes, special assessments, fees, water and sewage bills, or other charges of whatever description levied on or assessed against the Property by a competent authority, before the Closing shall remain the responsibility of the owner of the fee title to the Property. Any obligation to file any tax return associated with the sale of the Property shall be the obligation of the Owners and not the Conservation Commission or the Town of North Hampton.
9. Title Search: If the Conservation Commission desires an examination of title, it shall pay of its own cost thereof. If upon examination of title, it is found that title is not good, clear, record or marketable to the Property, for the purpose of the Conservation Commission, this agreement may be rescinded at the option of the Conservation Commission, and this Agreement shall then become null and void, without further recourse to the Parties hereto. In the alternative, instead of rescinding this Agreement, the Conservation Commission, by providing the Owners with written notice of its intention to accept whatever title the Owners may have, may proceed with the purchase of the Property as of the Closing Date, by tendering full consideration to the Owners without reduction, accepting whereupon The Owners shall promptly close and transfer title of the above to the Conservation Commission.
10. Title Insurance: The Conservation Commission's obligation to proceed with the purchase of the Property is subject to the Conservation Commission receiving, at its own expense, a Title Insurance Policy from a reputable and national title insurance company, who is acceptable to the Commission, in the Commission's sole and absolute discretion. Said policy shall insure that the title to the above noted deeds is good and marketable and provide additional coverage as the Conservation Commission may request. Said policy shall be issued to the Commission at Closing with no exceptions added which have not been previously approved by the Commission or its counsel. The Owners agrees that the Commissions' obligation to proceed to Closing is subject to the Commission receipt of a list of exceptions to the Owners' title insurance policy from the title company at least 10 business days prior to the Closing. If the policy terms are unacceptable to the Commission, the Commission shall have no obligation to proceed with the Closing. The face amount of the title insurance policy shall be the purchase price of the Property. The cost of said policy is to be paid by the Conservation Commission and the actual policy is to be issued to the Commission at the Closing.

11. Personal Property: The transaction contemplated herein does not include the acquisition of any personal property.
12. The Owners' Representations and Warranties: In addition to any other representations and warranties as may be set forth herein, the Owners represents, warrants to and covenants with the North Hampton Conservation Commission as follows:
 - a. Liens: There are no amounts due and owing to any person or entity on account of labor performed or materials provided in connection with any work on the Property, including without limitation, mechanic's liens or other attachments which may affect the Property. Owners further represent that all real estate taxes, utilities and any other taxes or charges that have been assessed prior to the date of this Agreement and due upon the Property have been paid as of the date of this Agreement.
 - b. Environmental: The Owners have no knowledge of and have not generated any hazardous waste or any hazardous materials or hazardous substances or other liability causing substances as those terms are defined in State and Federal laws, on or about that area of the Property to be burdened by the conservation easements contemplated herein and the Owners have no knowledge of any underground storage tanks located on or about that area of the Property to be burdened by said conservation easements. Further, the Owners have no knowledge of any asbestos, oil, petroleum waste, petroleum by-products or other liability causing substances, hazardous waste, hazardous substances, or hazardous materials, as those terms are defined under State and Federal law, being on the Property.
 - c. No Civil or Criminal Proceedings: The Owners represents that there are no pending or threatened litigation in any way affecting, involving, or relating to the Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with any federal, state or local law, regulation or requirement applicable to the Property or its use, nor does there exist any facts or circumstances within the Owners' knowledge, which might reasonably expect to form the basis of any such proceeding, investigation, notices, claims, demands, or orders.
 - d. Cooperation: The Owners shall, as reasonably requested by the North Hampton Conservation Commission, cooperate in good faith to enable the North Hampton Conservation Commission to conduct and satisfy the North Hampton Conservation Commission's due diligence review and any conditions which are part of this Agreement, and shall disclose all information in its possession or in the knowledge of the Owners which relate to the matters associated with this Agreement.

The representations, warranties and covenants of the Owners contained in this Agreement shall be true and accurate in all material respects as of the Closing Date, and shall survive the Parties' Closing, and delivery and recording of the Conservation Easement Deeds and the Owners access to the Property by the North Hampton Conservation Commission.

13. Conditions Precedent: The North Hampton Conservation Commission's obligations under this Agreement, including the obligation to purchase the Property shall be subject to the following conditions precedent. Each of the conditions must be resolved to the satisfaction of the North Hampton Conservation Commission in the Conservation Commission's sole and absolute discretion, or at the Conservation Commission's option, waived prior to Closing. No waiver prior to Closing will be effective unless such waiver is in writing specifically identifying the condition to be waived, signed by the North Hampton Conservation Commission, and delivered to the Owners. The following conditions shall be in addition to any other condition precedent set forth in the body of this Agreement.

- a. Encumbrances: The North Hampton Conservation Commission's obligation to proceed with the Closing is subject to review and acceptance of the terms of any encumbrances found on the Property.
- b. Encroachments and Restrictions: Receipt of satisfactory evidence to the North Hampton Conservation Commission that there are no encroachments, restrictions, restrictive covenants, or other restrictions, easements, minerals or subsurface rights, protective covenants, liens, attachments, or any other encumbrances burdening, impacting, or otherwise restricting or taking priority over the Conservation Deed in any manner whatsoever. Otherwise, the North Hampton Conservation Commission in its sole discretion may void and terminate this Agreement. In the alternative, if there are any encroachments, restrictions, covenants, minerals or subsurface rights, protective covenants, easements, liens, attachments or any other encumbrances whatsoever, which exist and will have priority over the Conservation Deed, they must be under terms acceptable to the North Hampton Conservation Commission in its sole discretion, and the North Hampton Conservation Commission's obligations under this Agreement are subject to review and acceptance of the terms of said rights and the terms establishing said rights.
- c. Access: Subject to verification by the North Hampton Conservation Commission that it shall have direct, continuous, open, unrestricted, unencumbered and perpetual access to and from the Property in over an area acceptable to the Conservation Commission.
- d. Terms of the Conservation Warranty Deed and Legal Description: The North Hampton Conservation Commission's obligation to proceed with

the Closing is subject to review and acceptance of the terms of the Conservation Warranty Deed as well as the North Hampton Conservation Commission's review and acceptance of the description of the Property.

- e. Municipal Hearings and Approvals: The Conservation Commission's obligation to proceed with the Closing is subject to each of the following Municipal Hearings and Approvals stated below, satisfaction of which, because of the expenditure of public funds, the conservation and ecological concerns of the North Hampton Conservation Commission, and such other reasons as the North Hampton Conservation Commission may articulate from time to time, shall be determined by the North Hampton Conservation Commission in the exercise of its sole and absolute discretion.
 - A. Public Hearing held by the North Hampton Conservation Commission: The North Hampton Conservation Commission holds one or more Public Hearings as the Conservation Commission shall determine, where said Commission formally gathers public input about the Agreement, the terms set forth herein as well as any other matter as may be determined appropriate by the Conservation Commission in the exercise of its sole and absolute discretion.
 - B. Approval and Acceptance of the Agreement and all Terms and Exhibits Thereto by the Board of Selectmen at a Public Meeting of said Board: The Board of Selectmen, acting on the recommendations of the North Hampton Conservation Commission, hold one or more Public Meetings as said Board shall determine, where said Board reviews the terms and conditions (and Exhibits) of this Agreement and by formal vote, the Board accepts and approves the Agreement as drafted, or rejects the Agreement.
- f. Warranties, Representations and Undertakings: That the warranties, representations, and undertakings of the Owners as set forth in this Agreement are true and correct in all material respects at and as of the Closing Date with the same effect as if made at and as of such time.
- g. Other Conditions: All other Conditions Precedent set forth in the body of this Agreement have been fully satisfied to the North Hampton Conservation Commission's satisfaction.

The above conditions are for the exclusive benefit of the North Hampton Conservation Commission. If any one or more of the aforesaid conditions (including, without limitation, approval by the North Hampton

Conservation Commission and approval by the Board of Selectmen as set forth above) or other conditions to the North Hampton Conservation Commission's obligation to close contained herein (or as may be established as part of the North Hampton Conservation Commission approval and/or Board of Selectmen approval as set forth above) are not fully satisfied or waived by the Conservation Commission in writing prior to the Closing, then, at the Conservation Commission's option, this Agreement may be terminated by the Conservation Commission, whereupon this Agreement shall become null and void and be of no further force or effect, without recourse to any party.

14. Superseding Other Agreements: This Agreement supersedes any and all other agreements made by the Parties prior to the date of this Agreement, with respect to the transaction contemplated hereby and all such prior agreements are hereby made void and without recourse to the Parties thereto.

15. Owners' Condition Precedent: Owners' obligation under this Agreement including the obligation to sell the Property shall be subject to the below noted condition precedent. The condition shall be in addition to any other condition precedent set forth in this Agreement.

a. Owners' obligation to proceed with the Closing is subject to the approval and acceptance of this Agreement between the Parties and all material terms and exhibits hereto by the Board of Selectmen at a Public Meeting of said Board, after the recommendation by the Commission. If the Board of Selectmen does not accept all of the material terms of this Agreement, including those terms contained under Section 1, Parties Intent herein, then this Agreement shall be terminated by the Owners, whereupon this Agreement shall become null and void and be of no further force and effect, without recourse to any party.

16. North Hampton Conservation Commission: The Parties agree that the North Hampton Conservation Commission shall have the sole and full authority on behalf of, and in the name of, the Town of North Hampton to perform, terminate and/or enforce the terms, covenants and conditions contained within this Agreement and/or to seek enforcement of any rights or remedies provided under the terms of this Agreement.

17. Default Remedies and Liquidated Damages:

a. Default of North Hampton Conservation Commission: If the North Hampton Conservation Commission shall default in the performance of their obligations under this Agreement, in any material respect, or if any of the representations and warranties made by the North Hampton Conservation Commission hereunder shall have been misleading in any material respect, and if such material default has not been cured within thirty (30) days after the North Hampton Conservation Commission's receipt of written notice thereof from the Owners, then, **the sole remedies available for the Owners**, shall be either to have this Agreement specifically performed by the North Hampton Conservation Commission through an action for specific performance or to terminate

this Agreement, at which time this Agreement shall become null and void and be of no further force of effect, without recourse to any party hereto. The Parties agree that these are the sole remedies available to the Owners. All other remedies available to the Owners in law or in equity being hereby waived by the Owners, including without limitation, the right to recover any monetary damages, costs and expenses, whatsoever, of any kind or nature, direct or indirect, entering into this Agreement only after specifically relying on said waiver of remedies by the Owners.

- b. The Owners Default: If the Owners shall default in the performance of its obligations under this Agreement, or if any of the representations or warranties made by the Owners shall have been misleading in any material respect, and such default has not been cured by the Owners within thirty (30) calendar days after receipt of written notice thereof from the Conservation Commission, then the Conservation Commission shall have an option to seek whatever remedy may be available to the Conservation Commission, either in law or in equity, including, without limitation, the right to specific performance, and/or the cancellation of this Agreement and refund of any deposits or monies paid. The Parties hereto agree that the interests of North Hampton Conservation Commission under this Agreement cannot readily be sold or purchased in the open market, and for other reasons, the North Hampton Conservation Commission will be irreparably damaged in the event that this Agreement is not specifically enforced.

18. Additional Provisions:

- a. Recording, Taxes and Professional Fees: The North Hampton Conservation Commission shall pay any revenue stamps assessed against each of the Parties under New Hampshire RSA 78-B (if any). The North Hampton Conservation Commission shall further pay the recording fees associated with recording the Conservation Warranty Deed.
- b. No Personal Recourse: The Owners understand, acknowledge and agree that the individuals acting on behalf of the North Hampton Conservation Commission and/or the Board of Selectmen are acting in their official capacity, and there shall be no personal recourse to or against any such individuals. This paragraph shall survive the Closing and transfer of title.
- c. Survival: All representations, warranties, covenants, terms and agreements of any of the Parties hereto made in this Agreement and in any other agreement, certificate or instrument provided for or contemplated hereby shall survive the execution, delivery and recording of the Conservation Deed called for in this Agreement. All terms of this Agreement shall continue in full force and effect after delivery and recordation of said Deed.

- d. Disclosure: The Owners understands, acknowledges and agrees that the terms of this Agreement and the identification of the Parties hereto will be subject to public disclosure and review by members of the general public.
- e. Notice: All notices, demands, or requests made to, under, or by virtue of this Agreement shall be in writing and shall be effectively given if hand delivered, sent by overnight courier, or sent by prepaid certified mail, return receipt requested, at the addresses set forth below. Notices shall be deemed received on the earlier of (i) the date when so delivered, if hand delivered or given by Courier, or (ii) five (5) days after the date when so mailed for that notice which is mailed by certified mail.
 - A. If to The Owners: then to: David Batchelder at the address above lists for the Owners
 - B. If to the North Hampton Conservation Commission:
Then to: Lisa Wilson, Chairman, North Hampton Conservation Commission, 237A Atlantic Avenue, North Hampton, NH 03862
- f. Cooperation in Good Faith: Each party hereto shall, at the reasonable request of the other, cooperate in good faith and shall take such further actions as may be reasonably necessary in the satisfaction of the conditions set forth in this Agreement.
- g. Entire Agreement, Waiver and Modification: This instrument is to be governed by the laws of the State of New Hampshire and sets forth the entire contract between the Parties. This Agreement or any of its terms may not be waived, modified, or amended except by written instrument signed by both the Parties to this Agreement.
- h. Binding Agreement and Assignment: The provisions, covenants, and agreements herein contained shall insure to the benefits of, and be binding upon, the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and permitted assigns. At no time may this Agreement be assigned by the Owners without the North Hampton Conservation Commission's prior written approval, which approval shall be in the North Hampton Conservation Commission's sole and absolute discretion.
- i. Prior Statements: All representations, statements, and agreements heretofore made between the Parties are merged in this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statement or representation not embodied in this Agreement, made by the other or on their behalf.

- j. Counterparts: This Agreement may be signed in counterparts, all of which will, for all purposes, constitute one agreement binding on both of the Parties hereto, notwithstanding that the other party did not execute the same counterpart.
- k. Effective Date: Subject to the North Hampton Conservation Commission's conditions and covenants noted herein, and subject to the right of the Parties hereto to terminate this Agreement as may be provided herein, this Agreement is to be in effect as of the date and year stated on page 1 of this Agreement.
- l. Copy of Agreement: By signing this Agreement, all Parties hereby acknowledge receipt of a copy of this Agreement and all exhibits attached hereto.
- m. Legal Representation: The Parties hereto acknowledge that when signed, this will become a legally binding Agreement. If not fully understood, the Parties hereto are advised to contact an attorney. Owner's acknowledge that attorney Michele S. Peckham, solely represents the Commission in this transaction.
- n. Irrevocable Offer: The Owners hereby agrees that their signatures on this Agreement set forth an irrevocable offer which will be accepted by the North Hampton Conservation Commission (subject to the North Hampton Conservation Commission's right to terminate this Agreement as set forth herein) upon the signing of this Agreement by the North Hampton Conservation Commission. Further, the Owners agrees not to withdraw from this Agreement at any time or for any reason unless the Municipal Hearing and Approvals set forth in Paragraph "e" Municipal Hearings and Approvals are not satisfied prior to the Closing Date.

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Executed on the date set forth next to the Parties' respective signatures, with the Agreement to be effective and binding upon the Parties as of the date set forth on the first page of this Agreement.

North Hampton Conservation Commission
In the name of the Town of North Hampton

_____ By Lisa Wilson, Chairman North Hampton Conservation Commission.	_____ Date
--	---------------

The Owners

_____ Stephen P. Batchelder	_____ Date
--------------------------------	---------------

_____ Thomas D. Batchelder	_____ Date
-------------------------------	---------------

_____ David C. Batchelder	_____ Date
------------------------------	---------------

_____ Edwin L. Batchelder III	_____ Date
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EXHIBIT A – Final version 2-8-24

See Conservation Warranty Deed Attached Below

Return to: Michele S. Peckham
82 Atlantic Avenue
North Hampton, NH 03862

**THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW
HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX.**

CONSERVATION WARRANTY DEED

Stephen P. Batchelder, married, of 7 Federal Street, Newburyport, Massachusetts 01950, **Thomas D. Batchelder**, single, of 411 Exeter Road, Hampton, New Hampshire 03842, **David C. Batchelder**, married, of 8 Old Cart Path, Kittery Point, Maine 03905 and **Edwin L. Batchelder III**, married, of 400 Exeter Road, Hampton, New Hampshire 03842 (herein sometimes referred to as the "Grantors", which term where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantors' executors, administrators, legal representatives, devisees, heirs, successors and/or assigns),

For good and valuable consideration paid, receipt of which is hereby acknowledged, hereby grants to **the North Hampton Conservation Commission**, a municipal commission duly organized and established in the Town of North Hampton, New Hampshire, **in the name of the Town of North Hampton**, pursuant to the powers and authority stated in NH RSA 36-A:4, having a mailing address of 237A Atlantic Avenue, North Hampton, NH 03862, (said Town being hereinafter referred to as "Grantee," which term, unless the context clearly indicates otherwise, is defined to include the Grantee's successors and/or assigns; provided further however, that the term Grantee as defined herein intends that the management and control of the parcel of land shall vest with the North Hampton Conservation Commission as provided for in said NH RSA 36-A, for one or more of the purposes stated in said statute),

With statutory **Warranty Covenants**, a certain portion of a parcel of land, identified in the North Hampton Tax Map as Tax Map 2, Lot 78, with any and all buildings, structures and improvements thereon being unimproved agricultural, pasture land, and woodlands situated on the Twelve Shares south of Atlantic Avenue in the Town of North Hampton, Rockingham County, State of New Hampshire, consisting of

approximately 3 acres, more or less, as specified as Parcel I in the deed dated December 1991 and filed with the Rockingham County Registry of Deeds at Book 3085, Page 0307.

The premises are hereby conveyed **SUBJECT TO** the following protective conditions, restrictions and covenants herein set forth for conservation purposes and to assure the following:

1. To assure that the Property will be retained forever in its undeveloped condition by preventing any use of the Property inconsistent with the Property's preservation in its natural, scenic, or open condition, or as in agricultural farming, open space, and/or forest use as may be determined and restricted under the terms of this declaration, thereby protecting the ecological environment;
2. To preserve the Property for non-commercial, non-mechanized, passive outdoor recreation by, and/or the education of, the general public;
3. For the preservation and conservation of open spaces, particularly the conservation of approximately 3 acres, more or less, of productive agricultural, pasture land, and/or forest land of which the land consists, and the wildlife habitat on the Property, and the scenic enjoyment of the general public.

I. Covenants, Restrictions and Conditions:

The following protective covenants shall apply to the Property for conservation purposes:

A. No Commercial Development/Improvements:

The Property shall be maintained in perpetuity as open space, without there being conducted thereon any industrial or commercial activities. Educational and passive recreational activities are permitted uses of the Property. No structure or improvements, including, but not limited to, any portion of a residential septic system, billboard, tennis court, swimming pool, dock, aircraft landing strip, tower, wireless telecommunications facility, or mobile home shall be permanently or temporarily constructed, placed, or introduced onto, above or below ground on the Property. However, ancillary structures and improvements including, but not limited to, utilities, roads, dams, fences, gates, may be constructed, placed or introduced on the Property only as necessary for permitted activities approved herein.

B. No Removal of Soil:

There shall be no removal, filling or other disturbances of the soil surface, above or below the water table, nor any changes in topography, surface or

subsurface water systems, wetlands, or natural habituate shall be allowed on the Property, except in conjunction with permitted on site activities.

C. Waste Disposal:

There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

D. No Mining/Quarrying:

There shall be no mining, quarrying or excavation on, or removal of rocks, minerals, gravel, sand, topsoil, wildlife or other matter, natural or unnatural for the property, except in conjunction with permitted on-site activities such as educational and passive recreational activities. In no case may minerals be removed from the Property.

E. No Storage of Materials:

There shall be no soil, loam, peat, gravel, sand, rocks, or other material, nor any refuse, trash, or other offensive materials (such as vehicle bodies, parts or lubricants), whether or not environmentally hazardous, stored, placed, or buried on the Property.

F. No Subdivision:

The Property shall not be subdivided or otherwise divided on the ground into separate ownerships.

G. No Outdoor Advertising Signs:

No outdoor advertising structures such as billboards shall be placed or displayed on the Property, except to advise that the Property is maintained for conservation purposes. It shall not be inconsistent with the provisions of this Declaration for the Property owner to maintain a sign that identifies the Property as conservation land.

H. Tree Management

There shall be no cutting or removal of any trees except fallen trees, branches, or dead wood on the Property. However, trees and brush may be cut for conservation purposes, such as clearing hiking trails or for forest management purposes.

I. Storage Tanks:

No underground or above ground tanks for the storage of gaseous or liquid petroleum products shall be installed, placed, or allowed to remain on the

Property, except in conjunction with permitted on site activities identified herein.

J. Water Quality Degradation.

Surface water quality and groundwater quality shall be preserved and in no event shall be polluted or degraded by activities on the Property so that the surface or groundwater quality on the Property violates water quality standards set for public drinking water by the New Hampshire Department of Environmental Services, or such agency with the statutory authority to regulate public water supplies at the time.

K. Motorized vehicles

There shall be no use of motorized wheeled vehicles on the Property, except for maintenance activities carried out by the Grantees, its heirs or assigns or as necessary for emergency access by public safety personnel.

II. Permitted Uses and Activities:

The Property may be used for non-commercial passive outdoor recreational uses such as walking and hiking, bicycle riding, bird watching, horseback trail riding, snowshoeing and cross-country skiing. Moreover, the Property may be used for educational purposes and those uses not expressly prohibited herein and which are not inconsistent with the above noted restrictions, conditions, and covenants.

III. Other Provisions

- A. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- B. It is the express intent of the Grantors that the terms, covenants, conditions and restrictions of this deed are to last in perpetuity and the terms hereof may not be cancelled, waived, modified, amended, or terminated unless, the Grantor and Grantee determine that an amendment or modification would be appropriate and desirable and such amendment furthers and is not inconsistent with the purposes of this deed.
- C. The provisions, terms, covenants, conditions, restrictions and limitations contained herein shall be binding upon and inure to the benefit of the respective parties hereto, and their heirs, executors, successors, and assigns, and shall run with the title of the land.
- D. The Grantee and all subsequent owners of the land acquiring title to said land are hereby placed on notice of the protective covenants in this deed and shall take title to the land subject to the above terms, covenants, conditions, restrictions and limitations as contained herein.

Meaning and intending to convey all the right, title and interest of Grantors in property described as Parcel I in deed of First NH Investment Services Corp., a trust company organized under the banking laws of the State of New Hampshire and Lucille P. Batchelder, as co trustees of the Edwin L. Batchelder 1984 Trust, dated 12-22-1994 and recorded in the Rockingham County Registry of Deeds at Book 3085, Page 0307 on 12-29-1994.

This is not homestead property of the Grantors or their spouses.

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In witness Whereof, the Grantors have hereunto placed their hand and seal on this _____ day of, 2024.

-

Stephen P. Batchelder

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX, ss

On this _____ day of _____, 2024, before me personally appeared, Stephen P. Batchelder, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Name: _____
Notary Public/Justice of the Peace
My Commission Expires: _____

Thomas D. Batchelder

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this _____ day of _____, 2024, before me personally appeared, Thomas D. Batchelder, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Name: _____
Notary Public/Justice of the Peace
My Commission Expires: _____

David C. Batchelder

STATE OF MAINE
COUNTY OF YORK, ss

On this _____ day of _____, 2024, before me personally appeared, David C. Batchelder, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Name: _____
Notary Public/Justice of the Peace
My Commission Expires: _____

Edwin L. Batchelder III

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this _____ day of _____, 2024, before me personally appeared, Edwin L. Batchelder III, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Name: _____
Notary Public/Justice of the Peace
My Commission Expires: _____

The Grantee, by accepting and recording this Warranty Deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Warranty Deed is delivered.

**ACCEPTED BY THE TOWN OF NORTH HAMPTON BY ITS BOARD
OF SELECTMEN:**

By: _____
Jonathan Pinette, North Hampton Select Board

By : _____
James Sununu, North Hampton Select Board

By : _____
Jim Maggiore, North Hampton Select Board

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM,ss

On this _____ day of, 2024, before me personally appeared Jonathan Pinette, James Sununu, Jim Maggiore, each in their capacity as members of the Select Board for the Town of North Hampton, known to me, or satisfactorily proven, to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same as his/her free act and deed for the purposes therein contained.

Name: _____
Notary Public/Justice of the Peace
My Commission Expires: _____

ACCEPTANCE BY CONSERVATION COMMISSION:

I, Lisa Wilson, being the duly authorized Chairperson of the North Hampton Conservation Commission, do hereby accept this parcel of land with conservation restrictions with respect to the rights and duties of the Commission to manage and control the Property in accordance with New Hampshire RSA 36-A:4 and the provisions of this Conservation Warranty Deed.

Dated this _____ day of _____, 2024.

By: _____
Lisa Wilson, Chairperson
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State personally appeared Lisa Wilson, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

Name:
Notary Public/Justice of the Peace
My Commission Expires _____

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



MUNICIPAL OFFICES
237A ATLANTIC AVENUE
NORTH HAMPTON, NH 03862

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

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

REPORT OF THE TOWN ADMINISTRATOR

MICHAEL J. TULLY
TOWN ADMINISTRATOR

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



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

NEW BUSINESS

MICHAEL J. TULLY
TOWN ADMINISTRATOR

mtully@northhampton-nh.gov



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

MINUTES OF PRIOR MEETINGS



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

4 **February 26, 2024 7:00 PM**

5 **NORTH HAMPTON TOWN HALL**

6 ***DRAFT MINUTES***

7
8 **SELECT BOARD MEMBERS PRESENT:** Chairman Jonathan Pinette, Selectman James Maggiore

9 **MEMBERS ABSENT:** Vice-Chairman James Sununu,

10 **ALSO PRESENT:** Town Administrator Michael Tully, Police Chief Robert LaBarge, Fire Chief Jason Lajoie,
11 Deputy Fire Chief Jake MacGlashing

12
13
14 Chairman Pinette welcomed everyone to the Select Board Regular Meeting of February 26, 2024 and
15 called the meeting to order at 7:03 pm, followed by the Pledge of Allegiance. He said Vice-Chair James
16 Sununu would be absent this evening due to illness.

17
18 **First Public Comment Session**

19 *Phone: 603-758-1447*

20 No Public Comments.

21
22 **8.1 Swearing in of Police Officer Danny Genese**

23 Police Chief Robert LaBarge stated that a candidate applied, Andrew Genese, and the Department is now
24 bringing in his father, Danny Genese, as a Police Officer and rookie. He has 32 years in Law Enforcement,
25 worked in Keene for 5 years as field training and DARE officer then transferred to Federal Government as
26 a special agent with Drug Enforcement Administration (27 years); worked in Chicago and Boston; taught
27 at DEA Academy teaching evidence and case management; decided to retire and return to community
28 law enforcement where he started.

29
30
31 *Disclaimer –These minutes are prepared by the Recording Secretary within five (5) business days as required by*
32 *NH RSA 91-A:2, II. They will not be finalized until approved by majority vote of the Select Board.*

33
34 *A recording of the meeting can be found at: http://www.townhallstreams.com/towns/north_hampton_nh, and a*
35 *DVD recording is available at the North Hampton Town Administrative Offices, 233 Atlantic Avenue, North*
36 *Hampton, New Hampshire 03862.*

37

38 Town Administrator Tully did the swearing in of Police Officer Danny Genese; Officer Genese's wife did
39 the pinning of the badge.

40
41 Police Officer Danny Genese thanked everyone for coming and thanked the Select Board for endorsing
42 him to be hired here. He said it means to him a lot to come full circle

43
44 Chairman Pinette recessed the meeting at 7:13 pm; the meeting was reconvened at 7:21 pm.

45

46 **Consent Calendar**

- 47 3.1 Payroll Manifest of February 15, 2024 in the amount of \$82,049.13
- 48 3.2 Payroll Manifest of February 22, 2024 in the amount of \$86,671.50
- 49 3.3 Accounts Payable Manifest of February 15, 2024 in the amount of \$1,504,107.83
- 50 3.4 Veteran Tax Credits
- 51 3.5 Elderly Exemptions
- 52 3.6 Abatement Recommendation
- 53 3.7 Supplemental Tax Warrant

54

55 **Motion:** To approve items 3.1 through 3.7 on the Consent Calendar as presented.

56 **Motioned:** Selectman Maggiore

57 **Seconded:** Chairman Pinette

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

59

60 **Correspondence** – None

61

62 **Committee Updates**

63 Selectman Maggiore said the *Heritage Commission* met last week; Discretionary Preservation Easements
64 are available for those who want to take advantage of RSA 79-E for tax relief, good for 10 years, renewals
65 sent out. *Water Commission* has not met.

66

67 Chairman Pinette said no updates on *Rails to Trails Committee* per Town Administrator Tully.

68

69 **Report of the Town Administrator**

70 Finance: 39% of Budget remaining with 19 days left in FY; Police: over 80 traffic stops in last 2 weeks
71 focusing on Post Road and Exeter Road intersection, recruitment ongoing; Fire: Chief working with HSEM
72 and FEMA to review January storm damage, student intern signed on to Internship Program, Deputy
73 Chief met with Portsmouth Hospital to discuss life-saving advanced capabilities for Medics and EMTs; REC:
74 Winterfest held Saturday; Highway: assisting at Recycling Center; Equipment Auction: 2014 Police Cruiser
75 \$3,200, 1997 Fire Engine \$3,900; Channel 22 working with REC setting up possible media club.

76

77 **Items Left on the Table** – None

78

79 **NEW BUSINESS**

80

81 **8.2 Discussion of Purchase of Fire Equipment**

82 Deputy Fire Chief Jake MacGlashing said the department is looking to purchase a ZOLL Ventilator to
83 enhance capabilities working with patients with shortness of breath; ventilator will be used for CPAP to
84 bring next level of care in advanced life support (ALS).

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Selectman Maggiore asked if a motion was needed to authorize this purchase since it is being sole sourced rather than obtaining 3 bids. Town Administrator Tully said the equipment is identical to other area towns and will be interchangeable and the Fire Chief asked to bypass the bid process. Deputy Chief MacGlashing said this company is the sole provider of this ventilator and nearby towns are getting this model for mutual aid; to be paid from Ambulance Fund \$10,239.80.

Motion: To authorize that the Fire Chief or designee enter into a purchase agreement for \$10,239.80 from ZOLL Ventilator as noted in packet, and to waive purchasing requirement for 3 competitive bids so it can be sole sourced.

Motioned: Selectman Maggiore

Seconded: Chairman Pinnette

Vote: Motion approved 2-0

8.4 Discussion of Fire Department Internship Program at Winnacunnet High School

Fire Chief Jason Lajoie said a Winnacunnet High School student is beginning an internship with the Department in mid-March; a great opportunity to showcase the department and provide education to the student. He said there is a lack of labor in Fire Service and New Hampshire Fire Academy hired a recruitment and retention coordinator to see where the problems are; he and Deputy MacGlashing will be participating in a discussion at the NH Fire Academy with ELO Coordinators on May 14, 2024.

8.3 Discussion of Lease for Recreation Department at Lafayette Crossings

Town Administrator Tully said about 2 years ago Recreation Director Manzi reached out to W/S Development and rented an available space to have more room for REC programs. He said it was great for the community and the programs paid for themselves. That space has already been rented out and W/S offered a larger space with the same \$500/month rent. He requested that the Board approve the new lease commencing March 5, 2024 with W/S North Hampton Properties license amended.

Motion: To approve the Lease Agreement as presented in packet for the Town of North Hampton to lease space at Lafayette Crossing until expiration date of March 4, 2024.

Motioned: Selectman Maggiore

Seconded: Chairman Pinnette

Vote: Motion approved 2-0

MINUTES OF PRIOR MEETINGS

9.1 Approval of Minutes of the Regular Meeting of February 12, 2024

Motion: To approve the Regular Meeting Minutes of February 12, 2024, as presented.

Motioned: Selectman Maggiore

Seconded: Chairman Pinette

Vote: Motion approved 2-0

9.2 Approval of the Minutes of the Non-Public Meeting of February 12, 2024

Motion: To approve the Non-Public Meeting Minutes of February 12, 2024.

Motioned: Selectman Maggiore

Seconded: Chairman Pinette

Vote: Motion approved 2-0

Any Other Item that may legally come before the Board

133 Selectman Maggiore brought up important legislation in Concord which involves taxation for the entire
134 community. He said SWEPT, Statewide Education Property Tax, is money collected by the town which
135 many towns keep. Recent court cases said those funds communities keep would have to go back and
136 essentially create donor towns again. Bill was before legislature and was indefinitely postponed meaning
137 it cannot come back for the rest of the term; situation very fluid right now with court cases.

138
139 Chairman Pinette said the Select Board and the Town of North Hampton would like to send their
140 condolences to the family of Mr. Phil Miles, a close friend to me who connected over motorcycles. He
141 said he served as a police officer in Portsmouth and Rye and taught at the riding academy at Seacoast
142 Harley Davidson.

143
144 **Second Public Comment Session**

145 *Phone: 603-758-1447*

146 Chairman Pinette opened Second Public Comment at 7:50 pm.

147
148 Deputy Fire Chief Jake MacGlashing clarified that the \$10,239.80 quote for the ZOLL Ventilator did *not*
149 include the 5-year plan as he stated.

150
151 Chairman Pinette closed Public Comment at 7:50 pm.

152
153 **Next Regular Meeting:** March 11, 2024

154
155 **ADJOURNMENT**

156
157 Chairman Pinette adjourned the meeting at 7:51 pm.

158
159 Respectfully submitted,
160 Patricia Denmark, Recording Secretary