

TOWN OF SEABROOK

SELECTMEN'S MEETING

AUGUST 7, 2023

Srinivasa "Ravi" Ravikumar
Theresa A. Kyle
Harold F. Eaton
William M. Manzi, III

Ravi opened the meeting at 9:40AM.

Ravi reiterated how the agenda process works and when the draft minutes would be placed online. He also stated the rules for public comments.

MEETING - HISTORIC GREELEY TIDAL MILL

Henry Boyd and Bruce Brown were present at this meeting. Henry Boyd gave a brief introduction to the project that is to re-establish public access to the small tidal mill at the end of Walton Road now known as Walton Road Extension. It would require a permit from DES. There was discussion on the access route to the historic site. Mrs. Kyle questioned the land where the houses are now located which may have been townland that was taken over by squatters.

Bruce Brown spoke about the establishment of this mill back in the 1600's. He said Seabrook took this over in 1794. There was discussion of what happened during the sewer project, the pile of sand that was put there closing off access. Mr. Brown believes the property owner was advised he owned the entire island but that is not the case. Mr. Brown said this was a very important mill to the town and with it being a historical site access should be opened.

Henry Boyd explained the permitting process and that the town would need to be the applicant. Personal property was discussed, and it was advised the board could write a letter to address the issue and have it removed.

Ravi said every project should have a scope of work before the board acts on it. Henry Boyd said could schedule a meeting with Eben Lewis for a site visit where the board could attend as well. Henry Boyd said the property owner should also be advised of the wetland flags and they should remain with no interference as they are costly.

MOTION: Ravi
Second: Harold F. Eaton
Unanimous

To send a letter to the property owner regarding the project and removal of items on access route

MOTION: Ravi To authorize Henry
Second: Theresa A. Kyle Boyd to contact Eben
Unanimous Lewis regarding this
project.

MEETING - DISCUSSION ON GRAVE COSTS

John Starkey was present for this discussion. His recommendation for traditional burials is to continue as they are, which is they do not do traditional burials unless an extreme emergency with guidance from the welfare office. John Starkey said for burial of cremated remains he would recommend fees similar to Charles Hayes costs that were presented at the last meeting. There was discussion on lower fees but then they would never get out of the business of burying cremated remains. Ravi said it was mentioned in a previous meeting that Charles Hayes is for profit and the town is not so the board requested they look at the cost to recover those fees.

MOTION: Ravi To approve the new
Second: Theresa A. Kyle fee structure that
Unanimous was recommended by
DPW Manager.

MONTHLY MEETING - DPW MANAGER

John Starkey was present for his report (see attached). He discussed the mutual aid program for public works. The cost of the program and participation is \$25/yearly. John Starkey said he recalls twice that the town responded to mutual aid calls and said he was advised by a previous board member to spend as much time as they can and to do a good job as Seabrook is vulnerable and may need mutual aid in the future.

MOTION: Ravi To support the mutual
Second: Theresa A. Kyle aid program for DPW.
Unanimous

There was discussion of tents and chairs placed on the beach or overnight while the crews are trying to rake the beach. There was discussion on the scale that needed repairs while John Starkey was out. It has been on the warrant twice and failed both times, but he hasn't had an opportunity to speak with the town manager about placing it on the 2024 warrant. There was discussion on the mechanic in-house who does repairs but some things require more than what he can do. Those types of repairs are sent out.

Mrs. Kyle commented on the war memorials and said there should be no private signs or political signs as it is disrespectful.

There was discussion on the cease & desist issued by John Starkey as the developer was looking for 2 driveway permits, and property is not owned yet. There was a disagreement between him and the developer on the utilities and Mr. Starkey felt they needed time to stop and readdress the conversation at a later time.

John Starkey said he would like to see a capital reserve fund set up. He said the capital reserve fund for recycling is working well.

MEETING - ROUTE 1 NORTH PROJECT

Wendy Johnson was present to discuss this project. She explained the design process before they get to the project municipal agreement. Based on the 2022 agreement (see attached) that wasn't executed she is concerned with the cost of the PE and right-of-way. She feels the construction cost is still reasonable.

Wendy Johnson said the previous board kicked the project out which brought it to 2027. She is now asking what this board is looking for in the project. There is an option that would have the town manage the project and the state would pay 80% and the town 20%.

There was discussion on what Market Basket north was going to do with their project. Mr. Manzi said Market Basket is a primary driver and they have agreed to do some of the project but only at their front door. Mr. Manzi said the exaction fund has about \$1.6M which is concerning if the town is paying 50%. Wendy Johnson explained the options Market Basket has in regard to the project.

There was discussion on the options presented by Wendy Johnson. Wendy Johnson stated that the LPA option would put a lot of responsibility on the town including the cost as the state would require the town to pay and then they would reimburse the town. Mr. Manzi doesn't feel that the study alone is concrete enough for Market Basket to move forward with their project. They are looking to integrate their plans into the town's plan so without something concrete they would be reluctant to continue. Mr. Eaton doesn't see the benefit in widening Route 1 past Market Basket if they are still going to be bottle-necked and will just be moving it a little further north. The board needs to determine the number of lanes and whether they want to look at the LPA or the expedited plan but that can only be determined with updated costs for the project. Wendy Johnson will get

current costs along with dates for construction and get back to the board.

Board took a break at 11:39AM. Board reconvened at 11:47AM.

MEETING - GREENWAY/NATURE TRAIL

Jill Gordon Friends of Seabrook Community chairman was present. She said they are proposing a new swing set at Governor Weare park. They are also looking to put in 2 lotus spinners and a climbing element. They would donate \$10K to the town for these items which is a little more than what the items cost.

Jill Gordon said they are also looking to add cornhole boards with a cement pad including a gazebo that was donated by Lowe's. The ongoing maintenance would be the responsibility of the town and was discussed.

Mrs. Kyle said that once they take possession, they are liable so it is a risk they take for a generous gift. Mr. Eaton said there was a swing set at some point so this would not be adding something that never existed. He said there is a liability in everything they do, and he would rather have this than not for the children. Ravi said he is in favor of the donation he is just looking to minimize the liability exposure. Mr. Manzi said they could get the parks foreman in to discuss.

<u>MOTION:</u>	Theresa A. Kyle	To accept the donation
Second:	Ravi	subject to the report
Unanimous		from parks foreman.

Jill Gordon said they would also like to donate \$10K for pickleball courts. She said the estimate is about \$10K but they have some funds available if it goes over. If the location is not ideal, they are willing to work with the town.

<u>MOTION:</u>	Theresa A. Kyle	To accept the donation
Second:	Ravi	subject to the report
Unanimous		from parks foreman.

Jill Gordon said they would also like to donate \$40K for a nature trail on Lower Collins Street. The board would like to see a map with a proposal of what the trail would look like. Mr. Manzi said the reference to the rail trail is the "Greenway", but they are not looking at in the same way. This is more for a passive recreation trail. Jill Gordon will send an email to the town manager to get in touch with TEC Engineers to get a plan drawn up. It was also discussed that she may need to go to the planning board.

HAWKERS & PEDDLERS - ICE CREAM TRUCK

Mrs. Kyle said the applicant has been going through the town with no permit and has been kicked out by the police. Mr. Manzi said there should be a memo from the police department on whether or not there has been an infraction so there would be something in the file. There was discussion on how many of the like vendors are they going to allow in a geographical location. The board would like to discuss and come up with language.

PREVIOUS MINUTES - JULY 10 PUBLIC, JULY 17 PUBLIC & NON-PUBLIC AND JULY 24 PUBLIC & NON-PUBLIC

MOTION: Ravi To approve the minutes
Second: Harold F. Eaton of July 10 public.
Abstain: Theresa A. Kyle

MOTION: Ravi To approve the minutes
Second: Harold F. Eaton of July 17 public.
Unanimous

Ravi has comments for the non-public minutes of July 17 and would like to hold until the next meeting.

MOTION: Ravi To approve the minutes
Second: Harold F. Eaton of July 24 public.
Unanimous

Ravi has comments for the non-public minutes of July 24 and would like to hold until the next meeting.

LEASE VEHICLES WATER & SEWER

There was discussion on the lease vehicles for water and sewer. They would be replacing 2012 units with 2024 units. The vehicles will come out of rotation and will be put into surplus.

MOTION: Ravi To approve the request
Second: Theresa A. Kyle for the leases and to
Unanimous replace the 2012 utility
truck in sewer and 2012
dump truck in water.

WATER SERVICE APPLICATION

Duane Skofield - 349 Woodstock Street

MOTION: Ravi To approve and sign
Second: Theresa A. Kyle the water application.
Unanimous

SEWER SERVICE APPLICATION

Duane Skofield - 349 Woodstock Street
Nicolas Auger Sr. - 7 Zagarella Circle

MOTION: Ravi To approve and sign
Second: Harold F. Eaton the sewer application
Unanimous for 349 Woodstock Street

MOTION: Ravi To approve and sign
Second: Theresa A. Kyle the sewer application
Unanimous for 7 Zagarella Circle.

FIREWORKS APPLICATION DISPLAY - OLD HOME DAYS

MOTION: Ravi To approve and sign
Second: Theresa A. Kyle the application for
Unanimous fireworks display.

There was discussion on the negotiations, and it being done in public session. Mr. Manzi said to do it in public session they would need consent by both parties.

NON-PUBLIC SESSION

MOTION: Harold F. Eaton To go into non-public
Second: Ravi session at 12:35PM under
Unanimous RSA 91-A:3,II (e)
negotiations.

Roll call:
Mrs. Kyle - yes
Ravi - yes
Mr. Eaton - yes

Meeting adjourned to non-public at 12:35PM.

Minutes taken by Kelly J. O'Connor.

Approved and endorsed:

Harold F. Eaton,
Clerk

Date: _____

TOWN OF SEABROOK BOARD OF SELECTMEN

AGENDA

August 7, 2023

Open Meeting at 9:30 A.M.

**TURN CELL PHONES TO VIBRATE OR OFF PLEASE
PLEDGE OF ALLEGIANCE**

MEETINGS

- 1.) Meeting – Hawkers & Peddlers – Ahmad Alkhatatbih – Ice Cream Truck
- 2.) Monthly Meeting – Recreation Director
- 3.) Monthly Meeting – DPW Manager
Request for Mutual Aid program
Discussion on fees – Grave costs
- 4.) Meeting – Route 1 North Project – Wendy Johnson
- 5.) Meeting – Greenway/Nature Trail – Jill Gordon
- 6.) Meeting – Parking Issues – Ernie’s Seaside
- 7.) Meeting – Historic Greeley Tidal Mill – Henry Boyd & Bruce Brown

NEW BUSINESS

- 1.) Question of approving previous minutes of July 10 public, July 17 public & non-public and July 24 public & non-public.
- 2.) Question of approving lease vehicles for Water & Sewer.
- 3.) Question of approving water service application for Duane Skofield – 349 Woodstock Street.
- 4.) Question of approving sewer service application for Duane Skofield – 349 Woodstock Street and Nicolas Auger Sr. – 7 Zagarella Circle.
- 5.) Question of approving fireworks application for display at Seabrook Old Home Days.

QUESTIONS/COMMENTS

Board of Selectmen on any boards and/or committee meetings they have attended.

PUBLIC PARTICIPATION

NON-PUBLIC SESSION

RSA 91-A:3, II (e) negotiations

TOWN OF SEABROOK, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
43 Railroad Ave, PO Box 456
Seabrook, NH 03874
603-474-9771

Page 1 of 2

DATE: August 2, 2023
TO: William M. Manzi, Town Manager
FROM: John M. Starkey, DPW Manager
RE: DPW Monthly Report – June 6th, 2023 to August 2nd, 2023

Dear Bill,

Please accept the following as a report of the Public Works activities for the above referenced period. The following is by no means the total work identified and addressed, but a sample.

- Transfer Station manned and open all or part of six days per week.
- Double runs to the Beach started the Thursday before July 4th.
- Rented Rubbish truck from Cleveland, Ohio in service for the Summer.
- Rubbish and Recycling manned 5 days of the week curbside pickup.
- Transfer Station scale repairs done by Northeast Scale August 1st and 2nd.
- Bobcat/skid steer in recycling center rented while ours is repaired.
- Pumped out leachate as needed.
- Gravel roads re-graded as needed.
- Approximately 34 Historical signs installed. Supplied by Eric Small.
- Started roadside mowing, but a brake problem developed, and our roadside mower brought to Hopkinton, NH for repairs on August 1st.
- Cut brush reported by Bus Company on Perkins Ave. for several days.
- Athletic fields prepped and mowed.
- Filled potholes.
- Installed signs.
- Mowed and trimmed State Islands in Seabrook.

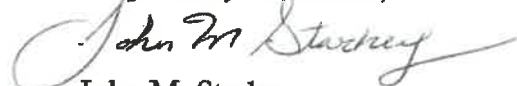
- Secord's Dam removed brush from earth dikes. State inspection 8/8/23.
- Mowed Cemeteries.
- Mowed War Memorials.
- Raked Seabrook Beach and Harbor.

Miscellaneous:

- 2017 Recycle Truck sent to Exeter repair shop, work pending.
- 8/2/23 Cease and Desist issued to developer for work on Lower Collins Street.

August Goals & Objectives attached to this report.

Respectfully Submitted,



John M. Starkey
DPW Manager

JMS/snh

cc: Kelly O'Connor, Deputy Town Manager
Bruce Felch, HWY Foreman
Lynn Wilwerth, Office Supervisor
David Schiappa, DPW Sec., Shay Heiseler, DPW PT Clerk, FILE
ATTACHMENT



TOWN OF SEABROOK - DEPARTMENT OF PUBLIC WORKS

WILLIAM MANZI, KELLY OCONNOR, B FELCH, R WELCH, F CARTER, L WILLWERTH, D SCHIAPPA, K MASON, S HEISELER, TRAINING MANUAL, CREW BB

*Priority	MONTH	August 2023	YEAR 2023
	POSTED	8/1/2023	GOALS AND OBJECTIVES
			BY: JMS <i>JMS</i>
1		Send out Rubbish Truck 3-man crew and recycle truck two man crew 4 days a week.	
2		Send out two Rubbish Trucks on Thursday = double run to Beach.	
3		Rake and clean beach as needed, N.H Fish & Game gave us the green light, including Harbor.	
*4		SEE BELOW	
*5		Approximately 3 projects contracted out to MATRIX Construction.	
6		Repave stormwater swale - Walton rd. by Paul Garand's home.	
7		Add Catch Basin - Nashua st. to make project complete	
8		Plow damage Quaker Ln - Granite curb reset.	
9			
10		Roadside mowing with flail mower, when it returns from repair shop in Hopkinton, N.H.	
11		Roadside cutting of brush at intersections for better visibility and killing weeds along curbs.	
12		Continue to mow cemeteries town wide.	
13		Continue to mow all War Memorials - Commons and Firemen Memorial Common.	
14		Continue to mow Town Hall, Recreation, Meeting House and Community Action Building.	
*15		PARKS - Construction of stage for OLD HOME DAYS - Needs to be done before August 19th.	
16		Regrade gravel roads as needed. Lower Collins Street drainage.	
17		Work on dam maintenance. State to inspect 8/8/23.	
18			
*19		Service all furnaces starting with waste oil furnace at the Transfer Station.	
20			
21		Highway Department to work on boardwalks where needed.	
22		Maintenance of concrete sidewalks begin annual double boiled linseed oil treatment.	
23		Rain days - begin chipping rust off plows and sanders and primer paint.	
24		Rain days - begin chipping rust off truck bodies and plow frames and primer paints.	
25		Paint arrows to catch basins.	
26		Fill low shoulders with RAP as needed.	
*27		Turn on sanders lubricate and make sure they have not seized up.	
*28		Rain days scrape rust and primer paint J.D. tractor.	
*29		Mechanic to check quick disconnects all trucks to insure no seize up.	
*30		Highway Foreman to check "ALL" plows and cutting edges, make list of those where repairs will be needed, take same to Whites Welding.	
31		Parks - Enforce/keep off and closed the fishing end of the Harborside Park.	
32		Parks - Prep and line fields for ballgames, rake infields, base paths and clean bathrooms.	
33		Parks - Aerate fields, mow & trim fields, mow children play areas.	
34		Parks - Anyone finding park lights left on channel this problem through the on-call DPW employee.	

TOWN OF SEABROOK, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
43 Railroad Ave - PO Box 456
Seabrook, NH 03874
Telephone (603) 474-9771
Fax (603) 474-5942

August 1, 2023

M028-23

TO: William M. Manzi, Town Manager
FROM: John M. Starkey, DPW Manager
RE: Request to put on agenda 8/7/23

Dear Bill,

The New Hampshire Public Works Mutual Aid Program has recently revised its conditions, as seen in the attached paperwork

With this change, it is now required that the Town Manager and the Board of Selectman sign off on this agreement.

I would like to add this to the agenda for the meeting on Monday, August 7th, 2023.

The annual membership price has not changed, it remains \$25 a year.

Respectfully submitted,



John M. Starkey
DPW Manager



2 Attachments
JMS/snh

cc: Kelly O'Connor, Deputy Town Manager
Raiph Welch, Rubbish Foreman
Lynn Willwerth, Office Supervisor
Shaylia Wood, Chief Procurement Officer
David Schiappa, DPW Clerk

New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, the State of New Hampshire is geographically vulnerable to a variety of natural and technological disasters; and

WHEREAS, Chapter 53-A:3 of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

WHEREAS, under Chapter 53-A:3 and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

THEREFORE, pursuant to RSA 53-A:3, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement:

Original 5/26/1998
Revised 4/18/2011 & 9/10/15

A. "*Agreement*" means this document, the New Hampshire Public Works Mutual Aid Program Mutual Aid and Assistance Agreement.

B. "*Aid and assistance*" includes personnel, equipment, facilities, services, supplies, and other resources.

C. "*Authorized Representative*" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

D. "*Disaster*" means a calamitous event threatening loss of life or significant loss or damage to property, such as a flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary cause.

E. "*Emergency*" means a natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

F. "*Mutual Aid Resource List*" means the list of Providers, equipment, and personnel maintained by the UNH Technology Transfer Center.

G. "*Party*" means a governmental entity which has adopted and executed this Agreement.

H. "*Program*" means the New Hampshire Public Works Mutual Aid Program.

I. "*Provider*" means the party which has received a request to furnish aid and assistance from another party (the "Recipient") in need. In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

J. "*Recipient*" means the party setting forth a request for aid and assistance to another party (the "Provider"). In the absence of any local governing body designation, the Provider shall be represented by the local agency charged with recovery and repair activities

including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

A. As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. Pursuant to RSA 53-A:3 and as elaborated upon in Section XI of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

SECTION III: GOVERNING BOARD; POWERS

- A. The Program shall be governed by a Board of Directors composed as follows:
- (1) Two (2) members who shall be members of and appointed by the New Hampshire Road Agents Association;
 - (2) Three (3) members who shall be members of and appointed by the New Hampshire Public Works Association;
 - (3) One (1) member who shall be members of and appointed by the Municipal Management Association of New Hampshire;

Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section Section VII of this Agreement.)
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section Section VI of this Agreement).

SECTION VI: SUPERVISION AND CONTROL

Provider shall designate supervisory personnel among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

- (2) maintain daily personnel time records, material records, a log of equipment hours, and other expenses; and
- (3) shall report work progress to Recipient at mutually agreed upon intervals.

SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.

B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VIII: COST DOCUMENTATION AND REIMBURSEMENT

A. *Personnel:* Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. *Provider's Traveling Employee Needs:* - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation to transportation expenses for travel to and from the stricken area, shelter, and subsistence.

C. *Equipment:* - Provider shall document the use of its equipment during the period of assistance including all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the assistance.

D. *Materials And Supplies:* Provider shall document all materials and supplies furnished by it and used or damaged during the period of assistance.

E. *Reimbursement:* The Recipient shall reimburse the Provider for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Provider may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Recipient without charge or cost.

Personnel – The Provider shall be reimbursed by the Recipient for personnel costs incurred for work performed during the specified Period of Assistance. Provider personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Provider's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment – The Recipient shall reimburse the Provider for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates orally or in writing to the Recipient prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

Materials and Supplies – The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period – The Provider must provide an itemized bill to the Recipient for all expenses incurred by the Provider while providing assistance under this Agreement. The Provider must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Provider may request additional periods of time within which to submit the itemized bill, and Recipient shall not unreasonably withhold consent to such request. The Recipient must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Recipient may request additional periods of time within which to pay the itemized bill, and Provider shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Recipient.

Records - Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes,

reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

SECTION XI: IMMUNITY

Pursuant to RSA 53-A:3, all activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by NH Statutes, RSA 107-C:10.

SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION XIII: ROLE OF THE UNIVERSITY OF NH TECHNOLOGY TRANSFER CENTER & MANAGEMENT COMPANY

A. Under this Agreement, the responsibilities of the University of New Hampshire Technology Transfer Center (UNH T2) are:

- (1) to maintain the Mutual Aid Resource List and website, and to provide this listing to each of the entities on an annual basis; and
- (2) to train public works personnel and other local officials in the implementation of the Program.

B. Under this Agreement, the responsibilities of the Management Company, to be designated by the Board of Directors, are:

- (1) to serve as the fiscal agent of the Program for the invoicing and collection of any dues or fees, recipient for special grants or awards, and for the processing of all accounts receivable and payable;
- (2) to serve as the central depository for executed agreements; and
- (3) to provide administrative support to the Board of Directors.

SECTION XIV: AMENDMENTS; ADDITIONAL MEMBERS

A. *Manner:* This agreement may be modified at any time by (1) a proposal of the Board of Directors and upon the consent of a majority of the participating government units who cast ballots within sixty (60) days following a special meeting, which the Board Chair duly warns, to present the proposed changes, or (2) upon the mutual written consent of the Recipient and the Provider.

B. *Addition of Other Entities:* Additional entities may become parties to this Agreement upon:

- (1) acceptance and execution of this Agreement;
- (2) sending said executed copy of the Agreement to the Management Company with payment of any dues or fees; and
- (3) completing and returning the Mutual Aid Resource List.

SECTION XV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent

years, unless canceled by written notification served personally or by registered mail upon the Management Company, which shall provide notice to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent to all other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XVI: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVII: SEVERABILITY - EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this New Hampshire Public Works Mutual Aid Program Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

BY (*signature*): _____
Printed Name: _____
Title: _____
Municipal Government Unit: _____
Date: _____

DULY AUTHORIZED REPRESENTATIVE
(the emergency contact for the mutual aid program)

Name: _____

Title: _____

Organization: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell/Emergency Phone: _____

Email: _____

Fax: _____

Pager: _____

Radio Frequency: _____

What is NHPWMA?

The NHPWMA program is a network of municipalities that assist one another during emergencies through partnering agreements and a protocol for requesting and receiving aid.

Since disasters seldom strike within municipal limits, NHPWMA allows communities from all over the state to respond to those most affected. Member contact information and inventories are available for each member of the program.

NHPWMA has helped numerous communities repair and restore damaged infrastructure, including during the floods of 2005, 2006 and 2007, and the ice storm in 2008.

The NHPWMA program includes members from all over the state. See the website for a current list of members. Assistance includes access to personnel (such as road agents and public works directors), building inspectors, water and wastewater operators and equipment (such as trucks and graders), and many more resources.

How Does it Work?

During emergencies, members can either:

1. Contact other members directly
2. Go to [f2.unh.edu/requesting-mutual-aid](http://www.f2.unh.edu/requesting-mutual-aid)
3. Use the pw.net email listserv

Providing aid is optional; the needs of your community always come first. Agreements are reciprocal, all members can help each other.



Who Can Participate?

Authorized under RSA 53-A

NHPWMA is currently available to municipalities and other governmental entities including village districts and private water and wastewater utilities.

This program is approved by the New Hampshire Attorney General.

How do I Join?

1 Sign the agreement form (www.f2.unh.edu/ma and click *Joining Mutual Aid*) and complete the appropriate inventory for Public Works, Building Inspectors or Water/Wastewater Systems.

2 Mail a \$25 check payable to NH Public Works Mutual Aid and the signed agreement to:

New Hampshire Municipal Association
25 Triangle Park Drive
Durham, NH 03301

3 Email or mail a copy of the signed agreement, completed inventory, and a completed 24-7 Emergency Contact info form to:

Technology Transfer Center
33 Academic Way
Durham, NH 03824

Email: f2.center@unh.edu

What Are The Benefits of Joining NHPWMA?

- Enables prompt and effective response.
- Provides for rapid and orderly rehabilitation of infrastructure.
- Allows access and exchange of specialized supplies, equipment, and personnel.
- Reduces vulnerability of participating communities.
- NHPWMA does not require any disaster declaration to activate, which means communities can request aid at almost any time (even for small scale events).
- If a federal emergency is declared, it facilitates FEMA reimbursement since reimbursement is contingent upon a pre-existing, signed NHPWMA agreement.

BOARD OF DIRECTORS



NHPWMA:

Don't be afraid to ask for help. No community is too big or too small. It's not only about the equipment, it's about the personnel, too. The people who know the business and speak the same language.

For more information, please contact:
 Technology Transfer Center
 33 Academic Way
 Durham, NH 03824
 603-862-0030
 t2.center@unh.edu
 www.t2.unh.edu/mo



NEW HAMPSHIRE
 PUBLIC WORKS
 MUTUAL AID
 COMMUNITIES
 HELPING
 COMMUNITIES

www.t2.unh.edu/mo

Town of Seabrook

Memorandum

To: Board of Selectmen

From: Town Manager

CC: Kelly O'Connor

Grave Costs

July 5, 2023

I have re-attached a memo, from John Starkey on the pricing of burials. This memo, and the Starkey estimate, were presented in August of 2022. Mr. Starkey has provided some data which forms the basis of this recommendation to the Board. I have modified that data where appropriate.

Cost of Burial No Overtime.

Labor (2 employees) \$25 for 2 employees (4 hours) \$200 (Overtime \$320)

Admin	<u>\$200</u>
Sub-Total	\$400 (Overtime Total \$520)

Upkeep	\$200.
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Total	\$600
-------	-------

Any charges below the cost of burial constitute a taxpayer subsidy. Mr. Starkey and I present these figures to you for consideration as you contemplate this issue.

There is currently no charge for the burial of cremated remains. This is a full subsidy from the taxpayers. It is recommended that the base charge be \$300. The Board can hear from Mr. Starkey directly on recommendations for charges above base. (Weekends, overtime, etc.)

**TOWN OF SEABROOK, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
43 Railroad Ave - PO Box 456
Seabrook, NH 03874
Telephone (603) 474-9771
Fax (603) 474-5942**

June 8, 2022

M021-22

TO: William M. Manzi, Town Manager
FROM: John M. Starkey, DPW Manager
RE: **Cost of a single grave in other Towns and cost of burying cremated remains as charged today by others**

Dear Bill,

Pursuant to and in compliance with your request following our meeting with the Board of Selectmen while viewing boardwalks last month, please accept this report.

Currently the DPW sells a single grave for the cost of \$200 per grave.

Currently the DPW does not charge for the burial of cremated remains.

Attachment #1 shows what other nearby communities charge for a single grave. It would appear that Stratham, NH and Portsmouth, NH differentiate between a full burial grave and a cremation remains grave.

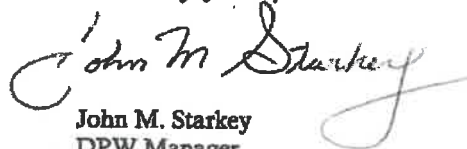
The Town of Lee, NH informs they charge between \$200- \$350 to dig for a cremation.

The NH Veteran's Cemetery buries Monday-Friday only.

The NH Cemetery Association teaches, stop selling graves! Stop issuing deeds! Sell only the right to be interred on Town property.

Attachment #2 shows what Charles (Skip) Hayes charges when working for funerals homes.

Sincerely yours,


John M. Starkey
DPW Manager



JMS/law

cc: Kelly O'Connor, Deputy Town Manager

Attachments

COST OF A SINGLE GRAVE

6-8-2022

SALISBURY, MA	\$900
KINGSTON, NH	\$500
HAMPTON, NH	\$1200
HAMPTON FALLS, NH	\$850
EXETER, NH	\$935 – RESIDENT \$1,135 – NON RESIDENT
GREENLAND, NH	\$500
NEW CASTLE, NH	603-431-6710
STRATHAM, NH	\$750 – FULL BURIAL \$350 – CREMATION
PORTSMOUTH, NH	\$500 – CREMATION - 2 LOTS \$1,000 – FULL BURIAL – 2 LOTS \$2,000 – FULL BURIAL – 4 LOTS
DURHAM, NH	\$500 – RESIDENT \$750 – NON RESIDENT
NEWMARKET, NH	\$700
* LEE, NH	\$400
NEW FIELDS, NH	\$500 – RESIDENT \$1,000 – NON RESIDENT

* PLEASE NOTE!

LEE, N.H. CHARGES \$200 TO \$350
TO DIG A CREMATION

Charles Hayes • (603) 770-1970

May 1, 2022

***Beginning July 1, 2022 the following rates will become effective:**

- *TRADITIONAL OPENING: ... Monday-Friday 8 a.m.-2 p.m. \$900.00**
(April 1 to December 1)
- CREMATION ... Monday-Friday 8 a.m.-2 p.m. \$400.00**
with vault or box ... Monday-Friday 8 a.m.-2 p.m. \$600.00
(April 1 to December 1)
(Includes green to cover up cremation grave)
- INFANT GRAVE ... Monday-Friday 8 a.m.-2 p.m. (without a vault) \$600.00**
(April 1 to December 1)

See list below for additional fees that may need to be applied

SURCHARGES:

- SATURDAY FEE ... 8 a.m.- 2 p.m. Additional \$200.00**
- WEEKEND ... Extra personnel and equipment due to complications**
to complete grave opening and closing will require Additional \$250.00
- Funeral Services going beyond 2 p.m. Additional \$100.00/hr**
(All cemetery personnel have to be at the grave by 2 p.m. –
If not, all fees start at 2:01 p.m. for \$100.00/hr)
- DOUBLE DEPTH Additional \$500.00**
(Due to dangerous or bad location, some double depths may be denied)
- HOLIDAYS & SUNDAYS \$500.00**
New Year's Day ~ Martin Luther King Day ~
President's Day ~ Easter Sunday (Double) ~
Memorial Day ~ Independence Day ~
Labor Day ~ Columbus Day ~ Veterans' Day ~
Thanksgiving Day ~ Christmas Day
- COMPLICATION FEES: To be Determined**
Example: Water, Walls, Foundations, Monuments, Shrubs, Ledge, Etc.
- SNOW REMOVAL: ... per vehicle (plow truck and/or backhoe) \$150.00/hr**
- Winter Fees ... December 1 to April 1 \$250.00**

PLEASE NOTE: Some cemeteries may have additional fees and regulations

**PROJECT MUNICIPAL AGREEMENT
FOR
SEABROOK
STATE PROJECT: 41712
FEDERAL PROJECT: X-A004(720)**

THIS AGREEMENT, executed in *triplicate*, made and entered into this ____ day of _____, 2022, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the Town of Seabrook hereinafter called the “TOWN”.

WITNESSETH that,

WHEREAS, the DEPARTMENT has determined that a project for capacity improvements on US Route 1 from New Zealand Road to the Hampton Falls town line in Seabrook (hereinafter called the “PROJECT”) is eligible for federal funding; and

WHEREAS, the DEPARTMENT intends to manage the project; and

WHEREAS, New Zealand Road, Rocks Road, Gove Road, North Access Road, and Dearborn Ave are Town roads; and

WHEREAS, DEPARTMENT maintenance forces, by policy and practice, do not maintain sidewalks; and

WHEREAS, DEPARTMENT maintenance forces, by policy and practice, do not maintain ornamental lighting; and

WHEREAS, DEPARTMENT maintenance forces, by policy and practice, do not maintain landscaping; and

WHEREAS, all the TOWN shall participate in 50% of the total cost of the project as follows;

1. All costs of the project shall be charged against the appropriately designated State project account number and reimbursement for all costs shall be borne by the DEPARTMENT and the TOWN at the ratio of 50% Federal Highway Fund allocation and 50% TOWN funds. However, in the event the TOWN, prior to construction, cancels the project and the TOWN has not made a good faith effort to continue the project, then all costs incurred to date shall be 100% TOWN funds.
2. At the time of this agreement, the budgeted amount for the project in the Draft 2023-2032 Ten Year Plan is shown in the following table, with a breakout by agency payment responsibility. These values include inflation (construction funds only) to the year of advertising and indirect costs. These values are not capped, minimum or final values and they can be changed as the design progresses with written notice to supplement this agreement. The total cost will be based on actual expenditures by and through the DEPARTMENT.

Phase	NH Share 50% (Estimated)	Town of Seabrook Share 50% (Estimated)	Total Anticipated cost (Estimated)
PE	\$187,084	\$187,084	\$374,168
Right-of-Way	\$121,621	\$121,621	\$243,242
Construction	\$1,740,182	\$1,740,182	\$3,480,364
Total	\$2,048,887	\$2,048,887	\$4,097,774

3. Provision of cost share funds to the DEPARTMENT shall be in the following manner:
 - a. Engineering and Right-of-Way. The DEPARTMENT will invoice the TOWN monthly for 50% of the expenditures for that month. Engineering will also include all costs associated with the environmental investigations, including any work associated with hazardous materials, and permitting.

9. The TOWN will assist the DEPARTMENT with the negotiation phase of the Right-of-Way acquisition process. The DEPARTMENT will prepare and execute appraisal reports, filing of required condemnation instruments, and litigation of condemnation actions. The TOWN will accompany the DEPARTEMTN Right-of-Way staff to assist in the acquisition negotiations.
10. The TOWN agrees that all utility locations, as verified at the beginning of the project, shall not be altered unless changes are made according to any applicable licensing procedure of the TOWN. Any changes to TOWN or private utilities within the work area must be coordinated with the DEPARTMENT.
11. The TOWN agrees that it will, at its own cost and expense, be responsible for the future year round operation and maintenance, including ice and snow removal, of the sidewalks, in accordance with the TOWN's policies and practices and the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed.
12. The TOWN will be responsible for the identification of all signs that have been permitted to reside within the project limits. Owners of permitted signs that require relocation resulting from the highway project will be reimbursed the cost to move said signs. Non-permitted signs within the existing right-of-way will be ordered removed. If the owner refuses to relocate said signs prior to the project advertising date, the DEPARTMENT will order the signs removed and if necessary remove said signs. Authority for removal of signs whether permitted or not is granted to the DEPARTMENT by the TOWN as part of this agreement.
13. The TOWN agrees to prevent any additional encroachments with the Right-Of-Way limitations.
14. The TOWN delegates to the Commissioner of the New Hampshire Department of Transportation the authority to control traffic within the construction zones of this project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project. The DEPARTMENT will coordinate with the TOWN to solicit input on the Traffic Control Plans. This will be memorialized as a separate Municipal Work Zone Agreement.
15. The TOWN does hereby designate the DEPARTMENT as its lawful and exclusive agent for the purpose of effectuating compliance with all applicable Federal laws and regulations relating to the location and construction of said project, and the securing of a general contractor for the highway project and the actual construction of said highway.
16. The TOWN shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the TOWN or its subcontractors in the performance of this agreement. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE TOWN:

17. It is understood and agreed that the project may be broken into separate construction contracts to better utilize available funding.
18. As the project is finalized, prior to construction, should the scope of the project result in costs exceeding the amount budgeted by either the DEPARTMENT or the TOWN, the DEPARTMENT and TOWN agree to review the project to determine whether to reduce the scope of the project or seek additional funding sources.
19. It is understood and agreed that the TOWN does not propose to request the installation of ornamental lighting as a part of this project. If ornamental lighting is requested and supported by the TOWN, the TOWN will be responsible for all costs and expense required to install, operate and maintain ornamental lighting. The TOWN agrees that it will, at its own cost and expense, be responsible for the future year round operation and maintenance of all existing ornamental lighting and any new lighting that may be installed as part of the