

## **MEMORANDUM**

TO: Michael Houghton, Select Board Chair  
Joseph Lovejoy, Select Board Vice-Chair  
Allison Knab, Select Board

FROM: David Moore, Town Administrator

DATE: August 12, 2020

RE: Select Board Agenda and Materials for the August 17<sup>th</sup> Regular Meeting

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Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for August 17, 2020.

### **III. Consideration of Minutes**

Draft minutes from your meeting on August 3<sup>rd</sup> are included for your review.

### **IV. Treasurer Report (first meeting of the month)**

### **V. Department Reports & Presentations**

The department report will be from Seth Hickey, Parks & Recreation Director.

### **VI. Correspondence**

- A. Thank you to Lt. Pierce – James Dubela
- B. Email regarding Dump Permit – Joyce Peterson

### **VII. Public Comment**

### **VIII. Public Hearings, Ordinances and/or Resolutions**

### **IX. Discussion of Monthly Reports (second meeting of each month)**

Monthly reports have been submitted for your review directly from Department heads.

### **X. New Business and Action Items**

#### **A. Route 33 Safety Concerns Corridor Study**

Recently, NH DOT officials recommended the Towns of Greenland and Stratham write to NH DOT to request attention to specific traffic safety concerns addressed at meeting convened by Senator Sherman, Town of Greenland. Rockingham Planning Commission, and NH DOT officials. Given that the specific concerns in the stretch of 33. I have included a draft of the letter in your packet for your consideration, which I have drafted in coordination with Matt Scruton, Town Administrator of Greenland.

The group identified opportunities for short and near term improvements that could alleviate some of the traffic issues in Greenland along the project area described in the letter, but recommend this request be made formally. This effort is consistent with the coordination the Towns have sought with regard to longer-term planning for the 33 corridor from Portsmouth to the Stratham circle. RPC, who have led the discussions to date about a corridor study is supportive of the effort to pursue short and nearer term improvements.

***I recommend the Board authorize the submittal of the draft letter to NH DOT Commission Victoria Sheehan as presented.***

#### **B. Ten-year Transportation Plan Project Recommendations**

Please see the attached memorandum from Town Planner Tavis Austin regarding the schedule for submitting transportation projects to the RPC on behalf of the Town.

I recommend moving forward with the recommendations to the Rockingham Planning Commission for the projects identified by the Town Planner in his memo as reviewed with the Planning Board.

#### **C. PFAS Scope of Work – Remedial Action Plan**

In follow-up to the recent direction from the state relative to PFAS remediation, I hope to have a scope and price proposal available. I hope to have a scope and budget available at the meeting in order to request authorization to move forward. I am due to receive this product from our consultant on August 17<sup>th</sup>.

#### **D. Update on RFP for Curbside Collection**

The staff has continued internal review and analysis of the proposals received in response to our RFP. I plan to give a general update on the process, which will include an update to the Board and a meeting of the CCAC planned for the week of August 17<sup>th</sup> (date should be available prior to our meeting). As the proposals themselves contain sensitive information that are subject to contract negotiation the proposals are not public and discussion of proposal details should take place in non-public session.

#### **E. Elections Planning Update**

The team of elections officials and their representatives met earlier this month concerning planning for the upcoming two elections. Recently, the Board (through the newsletter) announced the location of the General Election. The group is slated to meet toward the end of this month. Signage and other promotion (e.g. the newsletter) of the availability of absentee ballots has been ongoing.

#### **F. Meeting Schedule**

The purpose of this item is for the Board to discuss the meeting schedule of the Board to determine suitability with the current needs and Board preference.

#### **G. Rockingham County Sheriff Generator Request at SHP Under 2011 MOA**

Please find attached a submittal from the Fire Chief, concerning proposed improvements to the State of NH Communications building on Stratham Hill.

*I would recommend the Board find the proposed improvements in agreement with the 2011 agreement for the site and to have the Town Administrator ensure coordination on construction details, logistics, public safety and scheduling with DPW and the Fire and police Departments.*

#### **H. Notice of CARE Act Election funds – Grant Agreement Approval**

The Town is eligible for reimbursement of certain costs incurred for this Election as a result of the pandemic.

*I recommend the Board designate the Town Administrator as the Contractor Representative and to authorize him to execute the Grant Agreement with the State of New Hampshire.*

### **XI. Town Administrator Report**

1. Update on open positions – Police Department Administrative Assistant and Accounting & Benefits Coordinator
2. Cable TV License Agreement – One year renewal offer
3. Marin Way Traffic Improvements

### **XII. Informational Items**

- A. July Budget Expenditure Report and CIP

### **XIII. Reservations, Event Requests & Permits**

### **XIV. Review of Recent or Upcoming Board & Commissions Agendas**

## **XV. Miscellaneous & Old Business**

### **A. Boards and Commissions Appointments**

As you may recall, at your last meeting, the Board accepted a resignation of Cemetery Trustee whose term runs through March 2021. The opening was advertised in the August 7, 2020 newsletter and one application has been submitted so far and is included in your packet. No other applications for this position or other positions have been received as of the date of this memo.

Following is a list of Boards and Committee openings:

Cemetery Trustees - 1 member

Planning Board - 1 alternate member

Rockingham Planning Commission—1 regular representative and 1 alternate

Conservation Commission - 1 member

Recreation Commission - 1 member

Exeter-Squamscott River Local Advisory Committee—1 regular representative

### **B. PFAS in Town Center Update**

## **XVI. Adjournment**





# TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

VOICE (603) 772-7391 • FAX (603) 775-0517

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## SELECT BOARD AGENDA

**AUGUST 17, 2020**

**TOWN OF STRATHAM**

**7:00 P.M.**

**Room A, Stratham Municipal Center**

**10 Bunker Hill Avenue- Stratham, NH 03885**

**This meeting of the Select Board will be held in Room A of the Stratham Municipal Center**

The public may access this meeting at the date and time above using this conference call information. Please dial the conference number **(877) 205 7349** and input **2254** when prompted for a user pin/code.

If at any time during the meeting you have difficulty, hearing the proceedings, please call 603 772-7391 ext. 187.

To access materials related to this meeting, please see this link:

<https://www.strathamnh.gov/select-board>

- I. Call to order
- II. Roll Call
- III. Consideration of Minutes – August 3, 2020
- IV. Treasurer Report (first meeting of the month)
- V. Department Reports & Presentations – Director of Parks & Recreation, Seth Hickey
- VI. Correspondence
  - A. Thank you to Lt. Pierce – James Dubela
  - B. Email regarding Dump Permit – Joyce Peterson

The Select Board reserves the right to take up business in any order deemed appropriate by the Chair. A motion to enter Non-Public Session in accordance with RSA 91-A:3 may occur at any time during the meeting. Submission of items to be placed on the Agenda must be to the Town Administrator by 4 pm the Wednesday before the scheduled meeting.



# TOWN OF STRATHAM

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- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
- IX. Discussion of Monthly Reports – (second meeting of the Month)
- X. New Business and Action Items
  - A. Route 33 Safety Concerns Corridor Study
  - B. Ten-Year Transportation Plan Project Recommendations
  - C. PFAS Scope of Work – Remedial Action Plan
  - D. Update on RFP for Curbside Collection
  - E. Elections Planning Update
  - F. Meeting Schedule
  - G. Rockingham County Sheriff Generator Request at SHP Under 2011 MOA
  - H. Notice of CARE Act Election funds – Grant Agreement Approval
- XI. Town Administrator Report
  - A. Update on open positions
  - B. Cable TV License Agreement – One-year renewal offer
  - C. Marin Way Traffic Improvements
- XII. Informational Items
  - 1. July Budget Expenditure Report and CIP
- XIII. Reservations, Event Requests & Permits
- XIV. Review of Recent or Upcoming Board & Commissions Agendas
- XV. Miscellaneous & Old Business
  - A. Boards and Commissions Appointments
- XVI. Adjournment

***Parks and Recreation Report to the Stratham Select Board, August 17th (Last report 5/18/20)***

Seth Hickey, Parks and Recreation Director

**Recreation Revolving Fund Policy and Procedure**

There is a draft of the policy attached to the materials provided. To date, I have met with Dawna Duhamel and David Moore to review this policy and procedure. I will be reviewing this document with the Recreation Commission at their meeting later this month.

**Town Parks and Facilities**

There are two documents attached regarding facility rentals. One document pertains to events open the public (memo attached). The second is a policy and procedure for general rentals of Town owned facilities.

**Program Updates**

*Fall Soccer*

*Fall Baseball*

*Senior Citizens*

*After 'school' activities*

*Facility request to access field space*

**Skate Park Committee Update**

Determining the staff's role in providing a path forward for the committee

**PCAC**

Status of the committee

**Conservation Commission**

The Department has identified the need for a trail management plan to be created for the trail network at Stratham Hill Park. I am anticipating a draft of the plan to be available for review at the Select Board meeting. To date, there have been delays in this project in the collection and processing of GIS data for the mapping of the trails.

Review upcoming Eagle Scout Project, trail restoration at the Park.

Prior to this meeting a procedure will be created to better guide Scouts through their Eagle Scout projects.

**Upcoming Meetings**

Stratham Soccer Board, 8-17-20

Recreation Commission, 8-19-20

Conservation Commission, 8-26-20

*Joint Meeting with Park Association*

# Stratham Parks and Recreation Department Summary

Report Date: August 14th, 2020

<p><b>Vision Statement</b> Provide a quality of life for residents of all ages by developing and maintaining parks, trails, and public facilities and providing quality recreation and senior citizen programs that maintain a balanced sense of community.</p> <p><b>Functional Responsibilities of Parks and Recreation Director</b> Responsible for supervising, directing, and managing all aspects of the Stratham Parks and Recreation Department</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Stratham Hill Park</li><li><input type="checkbox"/> Stevens Park</li><li><input type="checkbox"/> Municipal Park</li><li><input type="checkbox"/> Programs</li><li><input type="checkbox"/> Special Events/ Community Trips</li></ul> <p>Provide and monitor a budget that is fiscally responsible based on needs of the community and is forward thinking Determine current and future needs of recreation facilities and programming for the residents of Stratham</p> <p><b>Key Performance Indicators</b> (Green, White, Yellow, Red)</p> <table><tr><th></th><th>'20 YTD</th><th>'19 YTD</th><th>Delta</th></tr><tr><td># Participants</td><td>425</td><td>6,500</td><td></td></tr><tr><td># Events</td><td>4</td><td>7</td><td>-</td></tr><tr><td># Trips</td><td>0</td><td>0</td><td>-</td></tr><tr><td># Programs</td><td>10</td><td>23</td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> <p><b>Safety 2020 Totals</b></p> <table><tr><td>Participant Injuries</td><td>0</td></tr><tr><td>Patron Injuries (reported)</td><td>0</td></tr><tr><td>Staff Injuries</td><td>0</td></tr><tr><td>Weather Related</td><td>0</td></tr></table>		'20 YTD	'19 YTD	Delta	# Participants	425	6,500		# Events	4	7	-	# Trips	0	0	-	# Programs	10	23						Participant Injuries	0	Patron Injuries (reported)	0	Staff Injuries	0	Weather Related	0	<p><b>Budget Figures, July 15th., 2020</b></p> <p><u>Payroll</u></p> <table><tr><th></th><th>'20 YTD</th><th>'19 YTD</th><th>Delta</th></tr><tr><td>Director</td><td>41,394.30</td><td>40,990.38</td><td>403.92</td></tr><tr><td>Program Coordinator</td><td>21,411.26</td><td>26,796.01</td><td>-5,384.75</td></tr></table> <p><u>General Fund</u></p> <table><tr><th></th><th>'20 YTD</th><th>'19 YTD</th><th>Delta</th></tr><tr><td>Total Expenses</td><td>79,879.40</td><td>106,572.89</td><td>-26,693.49</td></tr></table> <p><u>Recreation Revolving</u> <i>not updated</i></p> <table><tr><th></th><th>'20 YTD</th><th>'19 YTD</th><th>Delta</th></tr><tr><td>Total Revenue</td><td>199,077.19</td><td>172,991.53</td><td>26,085.66</td></tr></table> <p><u>Park Reservation Fund</u></p> <table><tr><th></th><th>'20 YTD</th><th>'19 YTD</th><th>Delta</th></tr><tr><td>Total Revenue</td><td>\$</td><td>30,790.16</td><td></td></tr></table> <p><u>Conservation Commission-</u> Trail Assessment Project, field work has been completed. Anticipate first draft of plan by mid August. Significant delays with project timeline due to pandemic.</p> <p>The Commission has been reviewing possible purchase of property within the trail network at Stratham Hill Park. The Department is assisting with researching possible funding sources.</p> <p>Upcoming joint meeting with Park Association, September.</p>		'20 YTD	'19 YTD	Delta	Director	41,394.30	40,990.38	403.92	Program Coordinator	21,411.26	26,796.01	-5,384.75		'20 YTD	'19 YTD	Delta	Total Expenses	79,879.40	106,572.89	-26,693.49		'20 YTD	'19 YTD	Delta	Total Revenue	199,077.19	172,991.53	26,085.66		'20 YTD	'19 YTD	Delta	Total Revenue	\$	30,790.16		<p>Registration is currently open for the fall youth soccer program.</p> <p>Stratham Hill Park will resume pavilion rentals for groups under 50 as of August 1st. Public Works has been notified as preparations are in order.</p> <p>Park Status-</p> <ul style="list-style-type: none"><li>• Playgrounds and bathrooms reopened</li><li>• Dogs are required to still be on leash throughout Park and Trails, it would be recommended that the Select Board return permitting dogs at large per Town Ordinances</li></ul> <p>Senior Check Ins Luncheon planned for August 18th at SHP. Small group gathering.</p> <p>Baseball summer season has concluded. A reduced fall season will be offered in September and October.</p> <p>Eagle Scout Projects Dante Mulchay- Gaga Pit, scheduling meeting with N. Mears for late August. Nicky Denton- Cemetery at SHP Brigham Ellis- Trail Restoration at SHP, will be presenting to the Conservation Commission and Park Association on 8/26</p>
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Upcoming/ Long Range Projects			<u>Current Programs/ Events</u> Fall Baseball Youth Soccer	<u>Events at SHP</u> Rentals under 50 people
Project	Time	Notes		
Program Plan for Pandemic (programming/resources for public)	End of Pandemic			
Manage events potentially impacted by COVID in coming months	End of Pandemic			
Plan for summer programming/scheduling (Food Truck Festival adjustments)	End of Pandemic			
Future of Stratham Hill Park Governance	October 1st, 2020			
Advance planning for policies (Park, dogs.)	January 15th, 2020			
Advance Trail Mangement Plan	June 30th			
Room Reservation Policies/Reservations for Events Open to Public at SHP	August 1st			
Eagle Scout Project Procedure	August 31st			
Finalize with Chair - Rec Board By-laws	May 31st			
Revolving Fund Strategy and Policy	September, 1st			
Assess Job Description, Director to reflect changes	September, 1st			

<p>Race Series dates for 2020 Mountain Biking, July -August Virtual Race Series to be offered this season. Race courses will be posted each week for participants to ride. Results will be tracked using a free online resource. There will be no fee charged to participate in the event.</p> <p><u>Fall Cross Country Season</u> Waiting for guidance from SAU 16 regarding plan for fall sports. If the local school district does not offer a Cross Country season, the Recreation Department would like to offer something similar at Stratham Hill Park.</p>
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**Stratham Recreation Commission  
Recreation Revolving Fund Policy  
Draft: 8/13/20**

**Purpose of the Stratham Recreation Revolving Fund Policy:** To define the revenues and expenditures in the Recreation Revolving Fund, in accordance with New Hampshire RSA 35-B:2, the Town of Stratham and the Stratham Recreation Department.

**Purpose of the Recreation Revolving Fund:** According to New Hampshire RSA 35-B:2, the purpose of the Recreation Revolving fund is that “the money in the fund shall be allowed to accumulate from year to year, and shall not be considered part of the political subdivision's general surplus. The treasurer of the political subdivision shall have custody of all monies in such fund, and shall pay out the same only upon order of the recreation or park commission, or other board or body designated by the local legislative body at the time the fund is created. Such funds may be expended only for the purposes of this chapter, and no expenditure shall be made in such a way as to require the expenditure of, or create a liability upon, other town funds which have not been appropriated to that purpose”.

**Town of Stratham Governing Bodies:** According to New Hampshire RSA 35-B:2, the treasurer of the Town of Stratham shall have custody of all moneys in the Recreation Revolving Fund, “and shall pay out the same only upon order of the recreation or park commission, or other board or body designated by the local legislative body at the time the fund is created.” *The Town of Stratham designated the Stratham Recreation Commission as the Governing Body of the Recreation Revolving Fund, Article 12, Town Meeting, March 11<sup>th</sup>, 2003.*

**Revenue Generated:** Funds generated through programming fees or special events sponsored by the Stratham Parks and Recreation Department shall be allowed to accumulate in the Revolving Fund. Financial donations and grant funding with specific shall be deposited in the Fund.

**Expenses Paid:** Funds shall be expended to support recreation programming and activities or to further enhance the mission of the Department.



**Types of Accounts<sup>1</sup>:**

Account	Oversight	Purpose
Youth Sports Funds	Managed by the individual Sports Board with oversight provided by the Recreation Department and Recreation Commission	Revenue is utilized to support youth sports in Stratham. Fees collected, fully fund these activities.
Program Funds	Managed by the Recreation Department and Recreation Commission.	Percent fees collected retained by P&R. Remaining fees paid to instructors/ contract staff.
Agency Funds	Approvals in place for expenditures managed by individual associations/groups	Funds are used to support and compliment agencies projects and overall mission.
Reserve Fund	Managed by the Recreation Department and Recreation Commission	Funds are used to support and compliment Parks and Recreation projects and overall mission.
Administrative Fees	Managed by the Recreation Department and Recreation Commission	Expenses related to the Fund

<sup>1</sup>See appendix for specific account list

**Reserve Account:** 75% of the fund balances of the Program Funds are transferred annually to the Recreation Reserve line within the Recreation Revolving Account. These are fees collected/ generated by the Stratham Parks and Recreation through contracted or in house programs. Approval for transfer of funds will take place at a November Recreation Commission meeting. These funds will be authorized for use as requested by the Parks and Recreation Director. The funds will be utilized to further the mission and purpose of the Department through special projects and the help offset operational expenses.

**Reimbursement to the Town of Stratham:** The Town of Stratham shall be reimbursed by the Parks and Recreation Department \$4 per participant when a fee is charged for a program. The Town of Stratham shall be fully reimbursed for all salaries related to Summer Camp. These reimbursements shall be funded through program fees. These reimbursements shall occur in November.

**Group/Accounts Dissolved:** If a group or account shall cease to exist, those funds shall remain within that particular account line for a period of up to three years. With the approval of the Recreation Commission, those funds can be transferred to the reserve fund after the three year period. Those funds out no time will be transferred to a different organization or entity.



**Stratham Recreation Commission  
Recreation Revolving Fund Procedure  
Draft: 8/13/20**

**Account Holders:** The Stratham Recreation Commission has many Account Holders that create and maintain programming for the Town of Stratham. These Account Holders are embedded into the Recreation Commission and are required to follow all Government, Town and Recreation Department policies. Account Holders are, but not limited to being a sports board, or a subcommittee of the Recreation Commission, as deemed appropriate by the Recreation Commission, Town Administrator, Town Select Board, or Town Treasurer.

**Account Treasurer:** The Account Treasurer is an individual within the Account Holder group. The Account Treasurer should be an elected position within the Account Holder's group/entity. The responsibilities of the Account Treasurer are:

1. Communicate with the Program Coordinator regarding finances
2. Work with the Stratham Recreation Director to establish the Account Holder's account within the Recreation Revolving Fund
3. Maintain accurate account balance of Account Holder's account
4. Review reports from the Program Coordinator to reconciliation account information on a monthly basis

**Accounts:** Within the Stratham Recreation Revolving Fund, each Account Holder will have its own account. These accounts will be established by the Recreation Director and Accounting Treasurer. The Recreation Director will maintain accuracy of the account and will provide monthly reports and totals to Account Holders.

**Authorized Signers:** Town Recreation Director shall sign off on manifests from the Recreation Revolving Account. The manifest will be scanned and emailed to the Recreation Commission for review and questions. Town Treasurer will then have the authority to sign all checks in that manifest. During the Recreation Commission meetings these manifests will be approved.

**Expenditures:** Purchases that exceed \$500 shall be discussed and reviewed during a public meeting. These discussions can take place either at a Recreation Commission or during an Account Holder meeting. These meetings must be posted and open to the public.



**Reimbursement of Cost:** Reimbursement for all program cost will be paid out of the Revolving Fund. The Recreation Director will be responsible for approving the release of funds from the Revolving Fund to vendors.

**Reimbursement of Out of Pocket Payment:** Reimbursements for out of pocket cost to individuals who have disbursed funds on behalf of Account Holder Request for Payment from Special Fund Account form will be sent to the Program Coordinator. Payment will be made within two weeks of receipt of an approved invoice.

**Direct Invoices from Vendors:** All invoices MUST be approved by the Account Holders or the Recreation Director. Payment will be made within two weeks of receipt of invoice.

**Revenues or Deposits into Account:**

Program revenue shall be collected through the Recreation Departments registration software. Fees will be processed by either credit card, by cash or check. If participants pay by cash the transaction must be completed in person at the Recreation office.

**Deposits to Accounts:** All deposits are to be accumulated, totaled, and accompanied by the Program Income Sheet by the Program Coordinator. The Program Coordinator will turn them into Town Accountant at least once a week for deposit. .

**Required Reconciliation:** On a monthly basis the Program Coordinator will submit to the Account Holder a current account balance and account detail for the last 30 days. These documents are posted, shared and remain saved on a 'cloud' based spreadsheet. These spreadsheets are available for review at any time by all parties. Reconciliation between the two parties should be completed within 3 days to ensure accuracy of each account.

*Appendix*

List of Current Recreation Revolving lines within the account:

<b><i>Youth Sports Funds</i></b>	<b><i>Program Funds</i></b>	<b><i>Agency Funds</i></b>	<b><i>Reserve Funds</i></b>	<b><i>Administrative Funds</i></b>
Baseball	Archery	Park Association	Donations	Bank Service Fees
Basketball	Bike Rental	Explorer Post	Park Donations	Returned Check Fees
Cooperstown	Coyote Club	Skate Park	Reserve Account	
Longhorn Baseball	Family Fun Day		Trail Maintenance	
Soccer	Family Trips			
Soccer Reserves	Lacrosse Camp			
Softball	Men's Soccer			
	Programming			
	Race Series			
	Senior Trips			
	Ski Program			
	Stone Oven Catering			
	Summer Camp			
	Summer Trail Series			
	Tennis			
	Office Expense			

As of 11/30/19

## Stratham Recreation Revolving Fund

<u>CATEGORY</u>		<i>Beginning Overall Balances (all years)</i>	<i>Year to date activity</i>	<i>Category Balances</i>
Returned Check Fees ✓	104-3402-02-000	\$0.00	\$0.00	\$0.00
Bank Service Fees ✓	104-4155-01-197	(\$74.86)	(\$77.33)	(\$152.19)
Baseball ✓	104-3402-23-000 104-4521-17-000	(\$842.33)	\$2,958.07	\$2,115.74
Basketball ✓	104-3402-26-000 104-4521-16-000	\$12,032.36	\$3,927.89	\$15,960.25
Bike Rental ✓	104-3402-53-000 104-4521-56-000	\$120.00	\$128.64	\$248.64
Cooperstown ✓	104-3402-07-000 104-4521-06-000	\$48.35	\$255.15	\$303.50
Coyote Club ✓	104-3402-17-000 104-4521-31-000	\$2,809.92	\$9,161.38	\$11,971.30
Donations ✓	104-3402-06-000 104-4521-41-000	\$18,081.42	\$1,868.20	\$19,949.62
Explorer Post		\$632.00	\$0.00	\$632.00
Park Donations	104-3402-41-000	\$578.44	\$0.00	\$578.44
Family Fun Day	104-3402-55-000 104 4521 60 000	\$443.24	\$282.00	\$725.24
Family Trips	104-3402-08-000 104-4521-14-000	\$98.21	(\$9.60)	\$88.61
Field Rental	104-3402-34-000 104-4521-07-000	\$500.00	\$4,249.28	\$4,749.28
Grants	104-3402-35-000 104-4521-42-000	\$0.00	\$0.00	\$0.00
Interest Income	104-3402-01-000	\$1,033.98	\$3,094.52	\$4,128.50
Lacrosse Camp	104-3402-20-000 104-4521-09-000	(\$372.98)	(\$106.06)	(\$479.04)
Longhorn Baseball	104-3402-46-000 104-4521-50-000	\$20.29	(\$563.82)	(\$543.53)
Office Expense	104-4521-40-000	(\$25.00)	\$0.00	(\$25.00)
Park Association	104-3402-44-000	\$2,324.00	\$300.00	\$2,624.00
Programming	104-3402-29-000 104-4521-22-000	(\$2,985.21)	\$4,572.91	\$1,587.70
Race Series	104-3402-49-000 104-4521-53-000	\$1,992.23	\$5,731.24	\$7,723.47
Reserve Account	104-3402-04-000 104-4521-02-000	\$14,216.48	(\$2,163.97)	\$12,052.51
Skate Park	104-3402-54-000 104-4521-59-000	\$3,002.21	\$7,246.42	\$10,248.63
Ski Program	104-3402-09-000 104-4521-15-000	\$21,320.84	(\$3,794.10)	\$17,526.74

Soccer	104-3402-21-000 104-4521-10-000	\$3,993.92	\$3,480.65	\$7,474.57
Soccer Reserves	104-3402-51-000 104-4521-55-000	\$24,596.02	\$0.00	\$24,596.02
Softball	104-3402-25-000 104-4521-18-000	\$7,924.99	\$2,457.28	\$10,382.27
Stone Oven Catering	104-3402-50-000	\$2,000.00	\$0.00	\$2,000.00
Summer Camp	104-3402-13-000 104-4521-24-000	\$9,334.99	\$37,517.91	\$46,852.90
Tennis	104-3402-27-000 104-4521-20-000	\$3,364.82	\$81.00	\$3,445.82
Trail Maintenance	104-3402-57-000 104-4521-62-000	\$0.00	\$1,193.62	\$1,193.62
Interest Income (12/17)	104-3402-01-000	\$58.20		\$58.20
transfer from SHP Reservations (dep. Error)			\$1,925.00	\$1,925.00
Ck #2940 to TOS to correct misposting to Rec Rev. s/b GF		(\$293.80)		(\$293.80)
Transfer from EMS Fund (deposited in error)		(\$744.00)		(\$744.00)
<b>Totals:</b>		<b>\$125,188.73</b>	<b>\$83,716.28</b>	<b>\$208,905.01</b>

Cash balance A/F: **\$208,905.01**  
**\$0.00**



### **Facility Reservation Policy**

The Town makes various facilities and spaces available to members of the public for uses that further the goals of the Town and otherwise provide public benefits to the residents of Stratham and in some cases neighboring communities and non-profits.

The rental of Town facilities by the public requires reservation and Town approval.

Fees charged and guidance for facility usage is outlined in the policies and ordinances specific to these facilities. These policies and procedures shall not conflict or contradict Town ordinances or policies, but shall serve as a convenience to potential renters.





### **Facility Reservation Procedure**

The Stratham Select Board has established the following procedures regarding the reservation of Town property described below.

In particular, procedure covers rooms and other facilities available to the public for reservation at the following locations:

Stratham Hill Park – Portsmouth Avenue - Front, Scamman and 4-H Pavilion

Stratham Town Offices – 10 Bunker Hill Avenue – Room A and Hutton Room

Stratham Fire Station – 4 Winnicut Road - Morgera Room

This procedure is intended to implement the relevant policies in Town ordinances and policies.

### **Fees Charged**

All policies, procedures, rental/reservation rates are established and approved by the Town of Stratham Select Board in accordance with the adoption of these procedures (and as amendment dates as noted).

#### **Revenues Deposited**

All revenues to the Town under this policy for Meeting Room A shall be revenues to the General Fund.

All revenues to the Town under this policy for Pavilion Rentals shall be revenues to the Park Reservation Fund.

Rates associated with these rentals are user fees.

### **Refunds & Cancellations**

Cancellations must be made 14 days prior to the rental. Refunds will be issued at the discretion of Recreation Director.

## **Administration of the Policy**

This policy is to be administered by the Parks & Recreation Director at the direction of the Town Administrator. Staff roles are identified in the procedures below and shall be assigned or reassigned as appropriate by the Town Administrator in furtherance of the procedure.

Recreation Director	Approval for rentals (fee waivers require Select Board Approval) Provide direct support to public and event organizers to answer questions, meet on site and assist with processing and completing reservations	Meet with Town Administrator to review requests bimonthly
Administrative Assistant	Provide general support to public to answer questions, process walk in reservations, collect and process payments	Review rental requests with Recreation Director
Program Coordinator	Provide general support to public to answer questions, process walk in, phone and email reservations	Review rental requests with Recreation Director
Town Clerk's Office	Provide general support to public to answer questions	Direct questions to Recreation Director

Reservations and questions regarding reservation can be taken by phone call, Email and by visiting the Stratham Municipal Center during normal business hours. All reservations require an online account to be created on the Town of Stratham's reservation/ registration system. The online software allows for the review availability, reserve facility and to process payment.

## **Rooms/ Spaces Available and Rate Information**

The following municipal property is available for reservation by public in accordance with the policies and conditions described below and elsewhere in this policy. This section includes details for each asset, including rooms, tables and chairs and available technology as well as information on rates.

### **Pavilions**

Rentals are for a full day, 7am-9pm

Rentals are limited to residents of Stratham, Newmarket, Exeter, North Hampton and Greenland and qualifying nonprofit organizations

Rentals do not include exclusive access to bathrooms. Bathrooms are shared with the public.

Music and other noise to be kept to a reasonable level

Special permission must be issued by the Select Board to serve alcohol

4H Pavilion, located near Jack Rabbit Lane

Scamman Pavilion, located near playground structure

Fee: \$75.00

Both pavilions hold up to 50 people. 4 tables in Scamman Pavilion and 6 tables in 4H Pavilion.

Front Pavilion, located near Portsmouth Avenue

Fee: \$150.00

Front pavilion hold 100 people. 12 tables

Equipment provided

8' picnic tables

Pavilions have electricity and lights

### **Stratham Municipal Center**

Rentals are for set time, 4 hour increments

Only Stratham residents may reserve this room

Community Room A

Fee: \$50.00

Community Room A holds up to 75 people.

This center is closed to all parties by midnight.

Music and other noise are to be kept to a reasonable level

Equipment:

14 Folding Tables

150 chairs

Kitchen is available.

Setup and cleanup are the user's responsibility.

A \$50 charge may be incurred if room is left in poor condition or damaged.

Setup Options: There are no predefined setups for this room.

### **Morgera Room**

Rentals are for a set time, increments vary

Only Stratham residents affiliated with the Fire Department, Town related functions or local nonprofit groups may reserve the room

No fees charged for the room rental





## **Rules and Regulations- Events Open to the Public**

### **Governing the Stratham Municipal Center, Pavilion and Recreation Fields**

The Town of Stratham is pleased to cooperate and to extend to the public the use of its facilities. In return, the town expects the property to be respected and protected from any damages. The following explains the rules and regulations under which its use is made possible and to clarify the responsibilities of organizations utilizing these public facilities.

Renters need to refer to the following Town Ordinances for additional rules and regulations regarding Stratham Hill Park.

- Stratham Hill Park Regulations – Chapter 4-01
  - Facility Reservations and Use of Stratham Hill Park- Chapter 4-02a
1. The applicant must provide a certificate of insurance when requesting usage of any town property or building. Required amounts: General Liability/Bodily Injury/Property Damage (combined) \$300,000/500,000 with additional personal injury of \$300,000 AND the Town of Stratham listed as an additional insured. Applicants further release the Stratham Recreation Department, Stratham Recreation Commission, the Town of Stratham and their agents from all claims, demands of chance on account of any and all injuries to persons or property that may result by virtue of said participation.
  2. Written permission is required to serve liquor on Town owned property. There may be the requirement of the renter to have a police officer on the premise. Officer's presence will be at the Stratham Police Department's discretion and the cost shall be the responsibility of the renter. If the renter is planning a cash or open bar during their function, a state liquor license will be required. A one-day liquor license may be obtained in advance from the NH Liquor Commission. The Town of Stratham shall not be held liable for any injury and/or damage resulting from the presence of alcohol. The applicant assumes sole responsibility and liability. No kegs will be allowed.
  3. Organizations/groups using the facilities shall see that all persons are completely out of the building/recreation area within the time specified in the approved application. No outdoor activity, including cleanup, shall continue beyond 9 P.M

4. No signs, posters, exhibit, banners or decorations of any kind shall be hung in or about the municipal center or park area which would in any way mar or deface the structure. Public address systems are prohibited unless approved in writing by the Select Board.
5. The applicant/organization shall be responsible for any damage to the property resulting from its use thereof, whether by accident or otherwise, and shall pay the entire cost of such damages.
6. Any damages to the property or any injury to any person must be reported to the recreation office or Town of Stratham office within twenty-four (24) hours of said occurrence.
7. No permission shall be granted to any organization that discriminates due to gender, race, color, creed, religion or sexual orientation.
8. No solicitation of funds, including entry fee and/or registration fee, shall be permitted unless first approved in writing by the Select Board.
9. Usages of kiosk sign boards are limited to Town events. Permission for banners may be granted at the time of the facility request. Banners are not to exceed 4'x8' in size. A maximum of two banners are permitted.
10. The Town of Stratham reserves the right to require police presence – the cost shall be the responsibility of the renter.
11. The Town of Stratham and Recreation Department, at any time, reserves the right to change, amend the foregoing regulations or withdraw from organization or person the privilege of using town buildings or park facilities, all within its discretion.

\*Rental request are not finalized until facility Use Application, rental fee, and certificate of insurance have been submitted to the Stratham Parks and Recreation office.

I have read and understand the rules and regulations, as stated above, governing the use of the facilities. The organization and/or individuals for which this application is intended will abide by these rules and assume total responsibility in connection therewith. Any violation of policies will constitute a forfeiture of deposit.

Authorized signature \_\_\_\_\_

Print Name \_\_\_\_\_

Today's Date \_\_\_\_\_

Event Date \_\_\_\_\_

Event Name \_\_\_\_\_

Event URL \_\_\_\_\_

Event Social Media \_\_\_\_\_



Town of Stratham

Parks and Recreation Department

To: Stratham Select Board

CC: David Moore, Town Administrator

Nathaniel Mears, Director of Public Works

RE: Smyk Property

On August 13<sup>th</sup>, Parks and Recreation conducted a walk of the Smyk property the Director of Public Works and the Town Administrator. The intent of the walk was to formulate a plan to for the initial phase of work necessary to enable the Town to open the property to the public.

Here is the initial list, subject to change once work commences:

- Securing the barn structure on the property
- Removing stone wall to the right of the foundation, to include removal of red pine tree
  - Root structure would be compromised
  - Wall is not structurally sounds
- Taper stone wall on the left side of the foundation.
  - Wall is not structurally sounds
- Remove fill and bring area of former foundation /pool footprint to accommodate future parking area expansion.
  - Work needs to be completed as currently there is a crater in these locations
- Trim/remove junipers as necessary to improve line of sight
  - Overgrown, safety issue
- Removal of lighting fixtures
  - Electricity has be disconnected at the property due to aging infrastructure
- Posting 'No Parking' signs along driveway entry
  - Ensure two way passage to property

Public Works will schedule this work to be completed during a two to three week period during the month of November. This work will be completed by Public Works personnel.

Seth Hickey

Parks and Recreation Director

August 4, 2020

Mr. Michael Houton  
Mr. Joseph Lovejoy  
Ms. Allison Knab  
Chief Anthony King

Dear Madam and Sirs:

I would like to express my thanks to Lt. Pierce, SPD, for going beyond the call of duty in helping us obtain restitution for a vehicular criminal event that damaged my property in the winter of 2018.

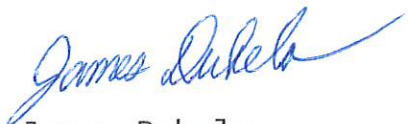
Briefly, an individual crashed his car on my property and sped off in a reckless manner on a snowy night. Since his license plate was left at the scene, he was subsequently charged and the judge ordered him to pay restitution, which he did not.

After numerous phone calls to various agencies turned out to be a dead end, I contacted the Stratham Police Department for help.

I was impressed at the professionalism and diligence Lt. Pierce displayed as he tracked down the file. He then filed a motion with the court for payment of restitution and personally presented it to me at my home.

As a long-time resident of our town, I would like to express my thanks to him and the other members of the SPD. They are professionals who act in the best interest of keeping our town safe and secure.

Respectfully yours,



James Dubela  
185 Portsmouth Avenue

## David Moore

---

**From:** Joyce Peterson <joycep139@gmail.com>  
**Sent:** Thursday, August 06, 2020 2:04 PM  
**To:** David Moore  
**Subject:** Re: dump permit

I was told an ordinance change is extremely difficult I was trying to do this the best way I know exceptions are made to many of these things you can apply for variances to many things but we have lived in stratham for do many years and always been happy with all our dealings I think I have been reasonable in my request I would be happy to appear at selectman meeting but I don't see a need for another email explaining this all over again I would appreciate it if you just share it with them I tried to send it to Karen and well but must have texted something wrong in the address line computers are not my forte I am very upset by this rule that makes it impossible for me or my family members to go to the dump it is crazy such a simple thing has become this

On Thu, Aug 6, 2020, 1:52 PM David Moore <[dmoore@strathamnh.gov](mailto:dmoore@strathamnh.gov)> wrote:

Ms. Peterson,

Thank you for your message. The process and requirement you are describing below reflects what our current ordinance requires (<https://www.strathamnh.gov/sites/g/files/vyhlf5051/f/uploads/wasteremoval.pdf>). Any change to that procedure would need to be a result of an ordinance change. I will share your communication with the Select Board, as I have received it below. The earliest they would discuss this letter would be at their meeting on August 17th under correspondence.

If you would like to write another message addressing it to the Select Board with a specific request, please feel free to resubmit that to me and I will make sure they get that. Otherwise, I will advise the Board that I believe your request is to ask them to consider an ordinance change.

David M.

Town Administrator

**From:** Joyce Peterson <[joycep139@gmail.com](mailto:joycep139@gmail.com)>  
**Sent:** Thursday, August 06, 2020 12:46 PM  
**To:** David Moore <[dmoore@StrathamNH.gov](mailto:dmoore@StrathamNH.gov)>; [krichard@strahamnh.gov](mailto:krichard@strahamnh.gov)  
**Subject:** dump permit

-- I am writing this because i think the policy for dump permits is unfair. my

family members and myself have been paying taxes for many many years and we have three addresses in Stratham. Greg Marston, 7 Winnicut Rd, Ralph Marston 7R winnicut rd and Christopher Marston 170 Porstmough ave Stratham, All three have pickups that are company vehicles and they are driven exclusively by them and are parked at their address everyday. We are willing to get a letter from the owner to this effect. It is not fair if we want to go to the dump we have to first go to the town office every time and pay \$5 each time instead of for the year. We all have other vehicles registered in Stratham but not that we would take to the dump. We should be able to have the same access as every other resident. Someone actually said well you can get an epping permit and take it there, that is not right the trash is stratham trash the taxes are paid in stratham we the truck we use every day should be able to get a permit. This is not only about the money it is about principle we should have the same right to a dump permit. I am trying to do this as nice as possible but all the men in the family are angry and willing to take this to court and spend crazy money on principle. Please answer this as soon as possible so we know if we have to take the next step, or this is going to be resonable.





# Route 33 Travel Time Reliability

Christian Matthews  
Transportation/GIS Analyst

# Agenda

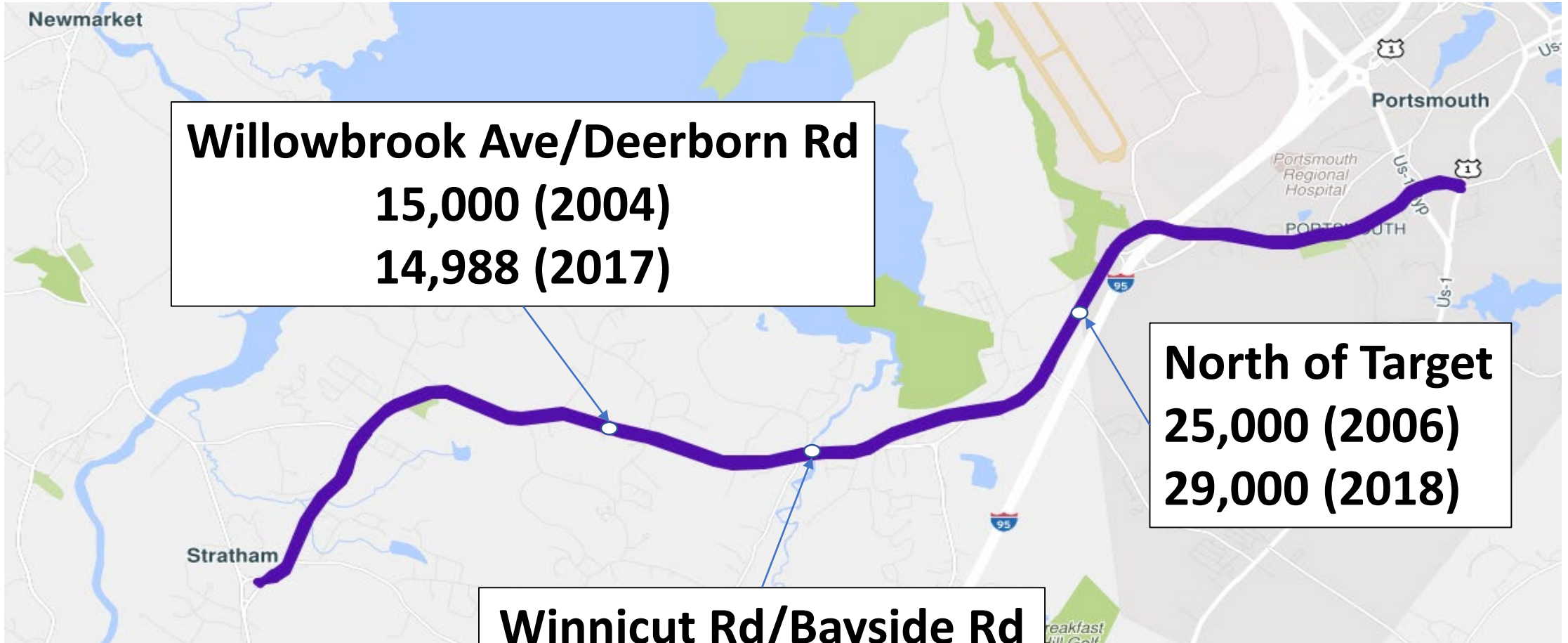
Goal: Describe Existing and Historical Conditions

1. Background
2. Segments
3. Corridor



# Background

# Average Annual Daily Traffic



# Data Source

- Vehicle probe-based travel time data sets (commercial vehicle fleets, connected cars, and mobile apps)
  - Federal Highway Administration (FHWA)
  - Regional Planning Commission Partnership
- Average travel times every 5 minutes, 24/7 on the National Highway System (NHS) and all NH numbered state routes
- Passenger and Truck

# Measures

1 Mile Segment

---

**Free-flow Travel Time** = Travel Time for a specific segment using posted speed limit.

60 mph = 1 minute 0 seconds

---

**Travel Time** = Average travel time for all vehicles travelling on a specific segment.

45 mph = 1 minute 20 seconds

---

**Travel Time Index** = Travel time represented as a percentage of the ideal travel time.

(Travel Time / Free-flow Travel Time)

1 minute 20 seconds / 1 minute = 1.33  
(20 seconds longer)

---

**Planning Time Index** = Compares near-worst case travel time to a travel time in free-flow traffic.

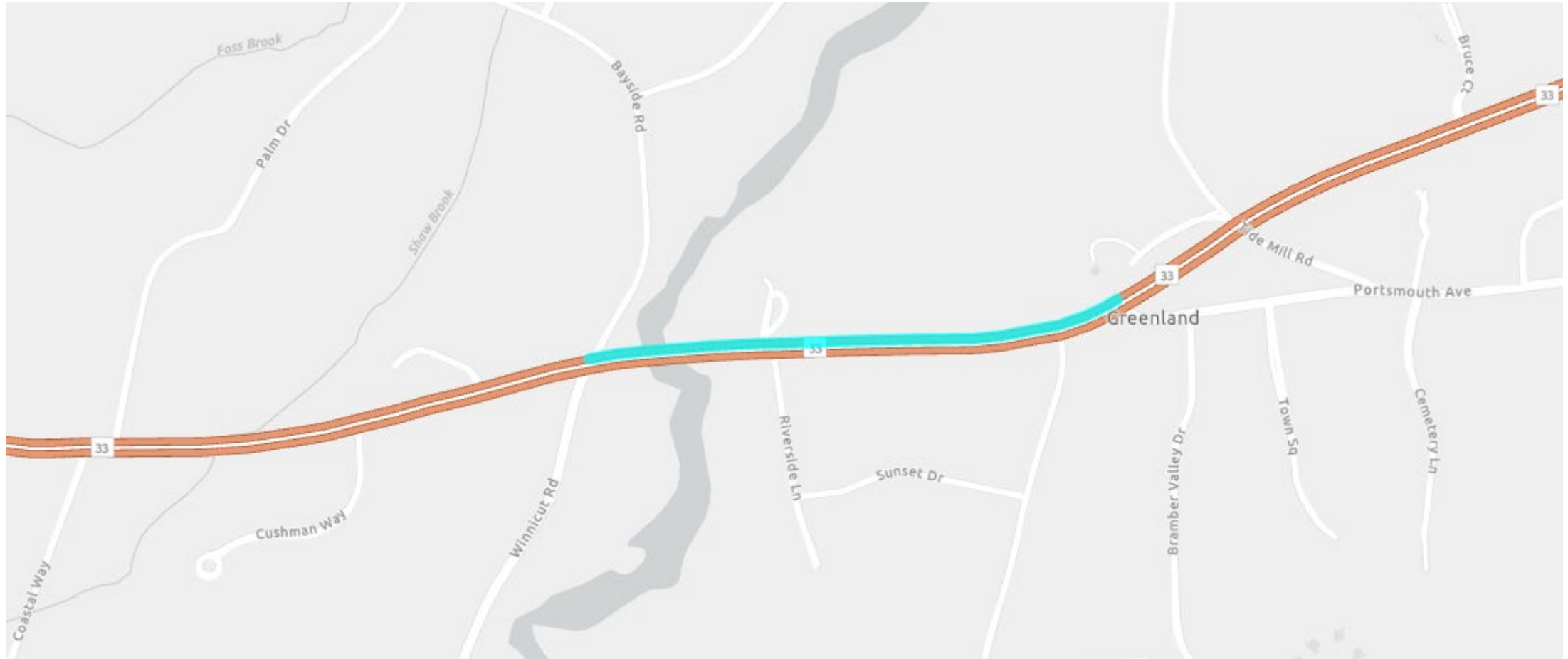
(95% Travel Time / Free-flow Travel Time)

30 mph = 2 minutes 0 seconds

2 minutes 0 seconds / 1 minute 0 seconds = 2.00  
(1 minute longer)

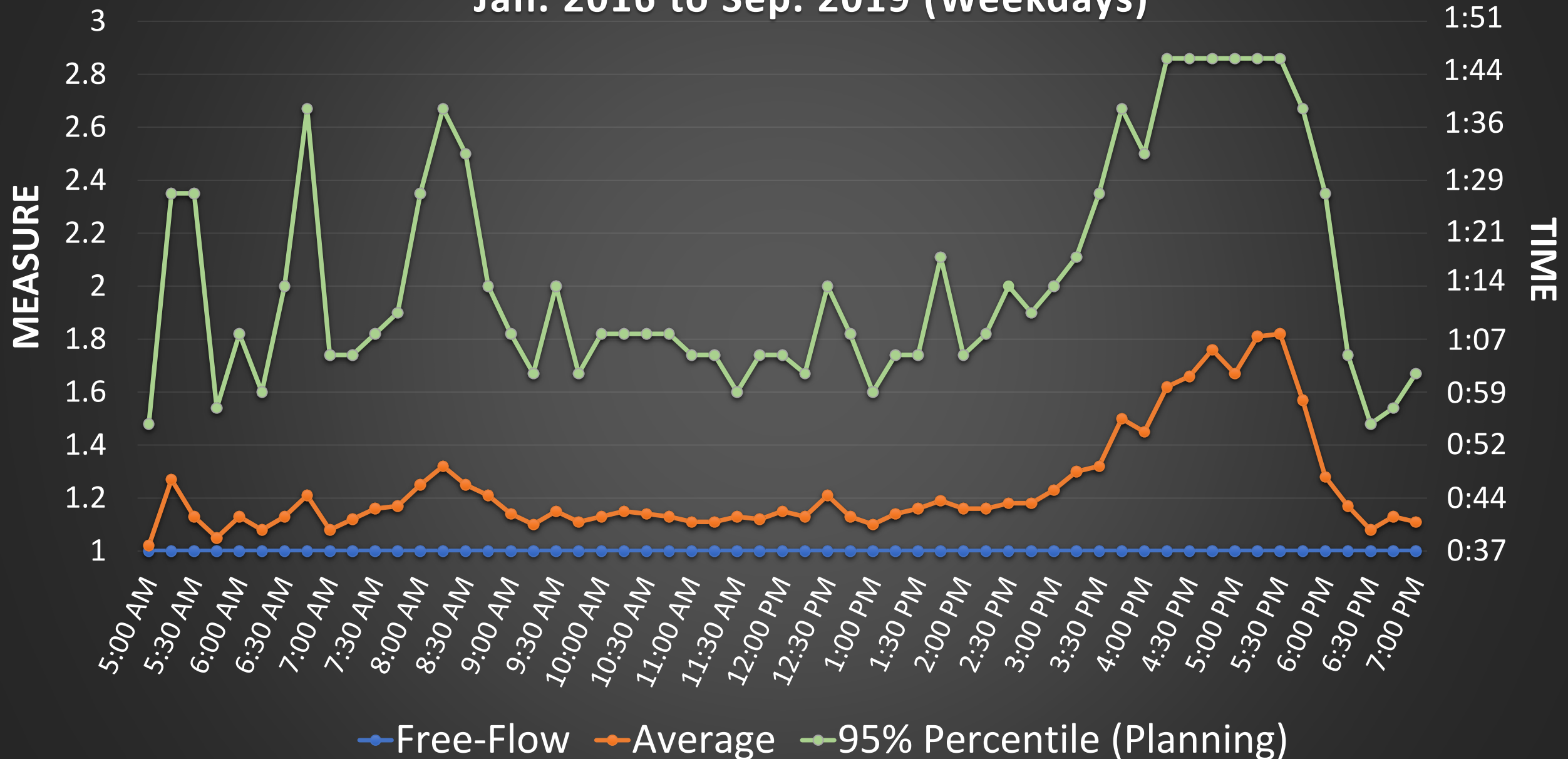
# Segments

# Route 33 Westbound (Portsmouth Ave to Winnicut Rd/Bayside Rd)



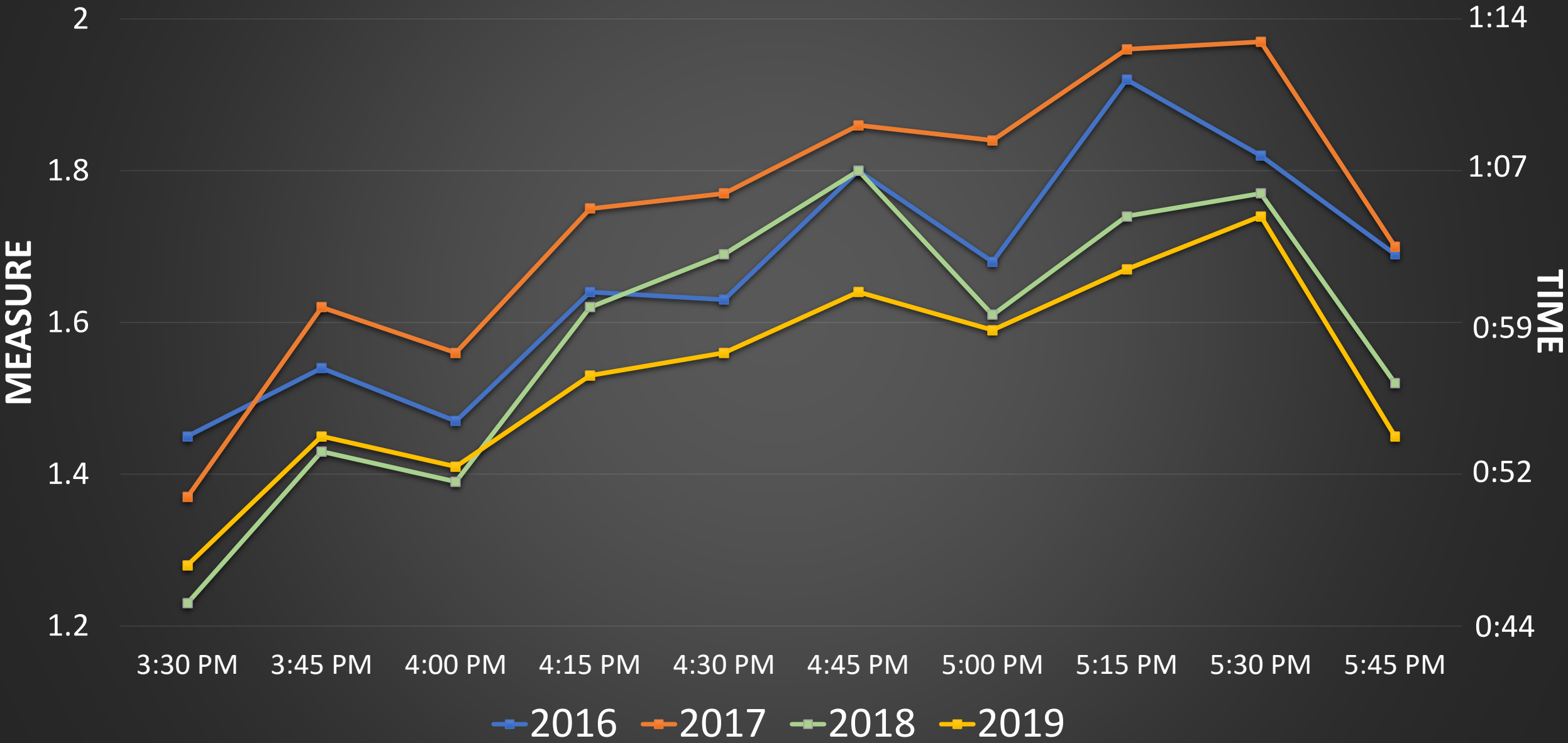
**Free-flow Travel Time = 0.41 miles/40mph = 37 seconds**

# Route 33 Westbound (Portsmouth Ave to Winnicut/Bayside Rd) Jan. 2016 to Sep. 2019 (Weekdays)



# Route 33 Westbound (Portsmouth Ave to Bayside Rd)

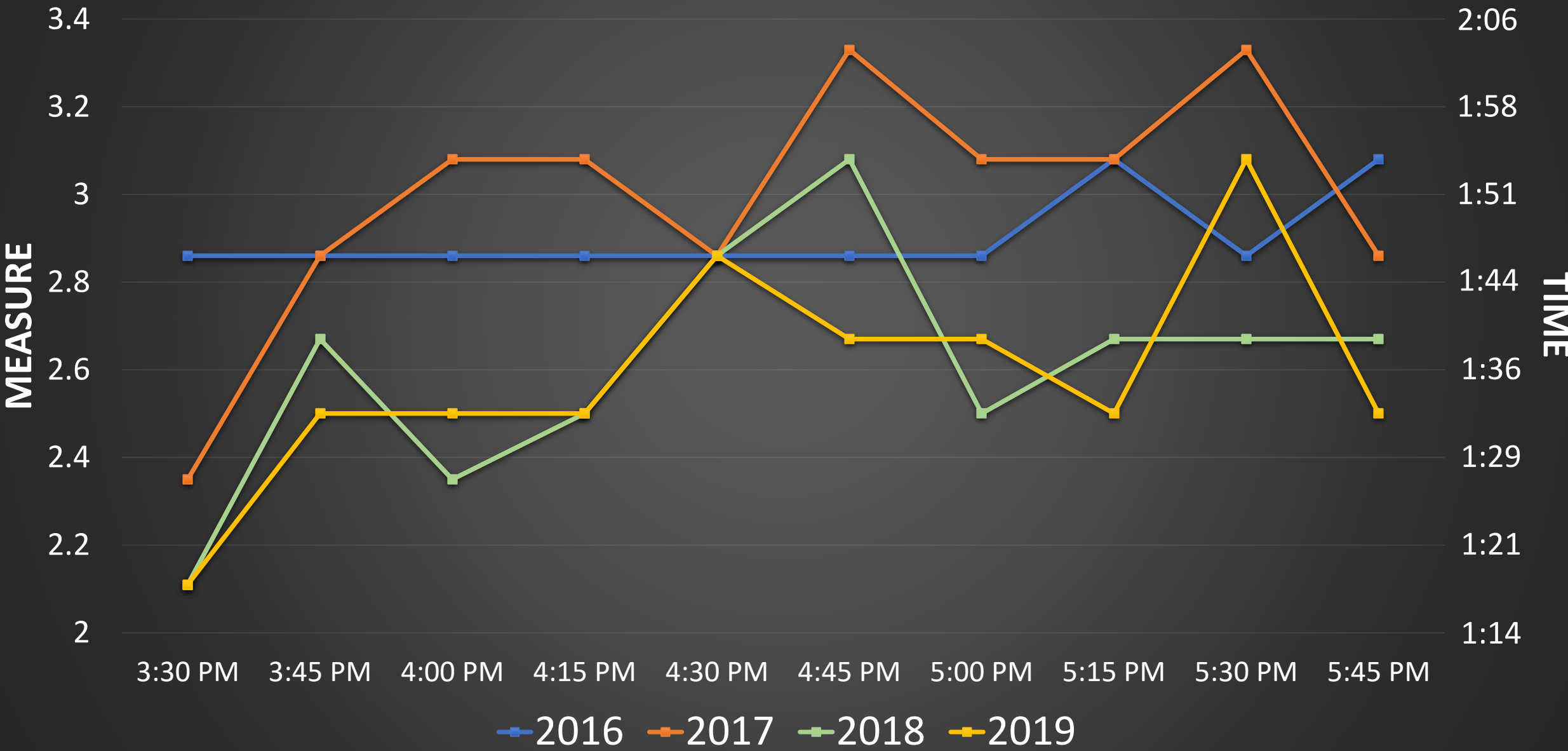
## Historic Travel Time Index





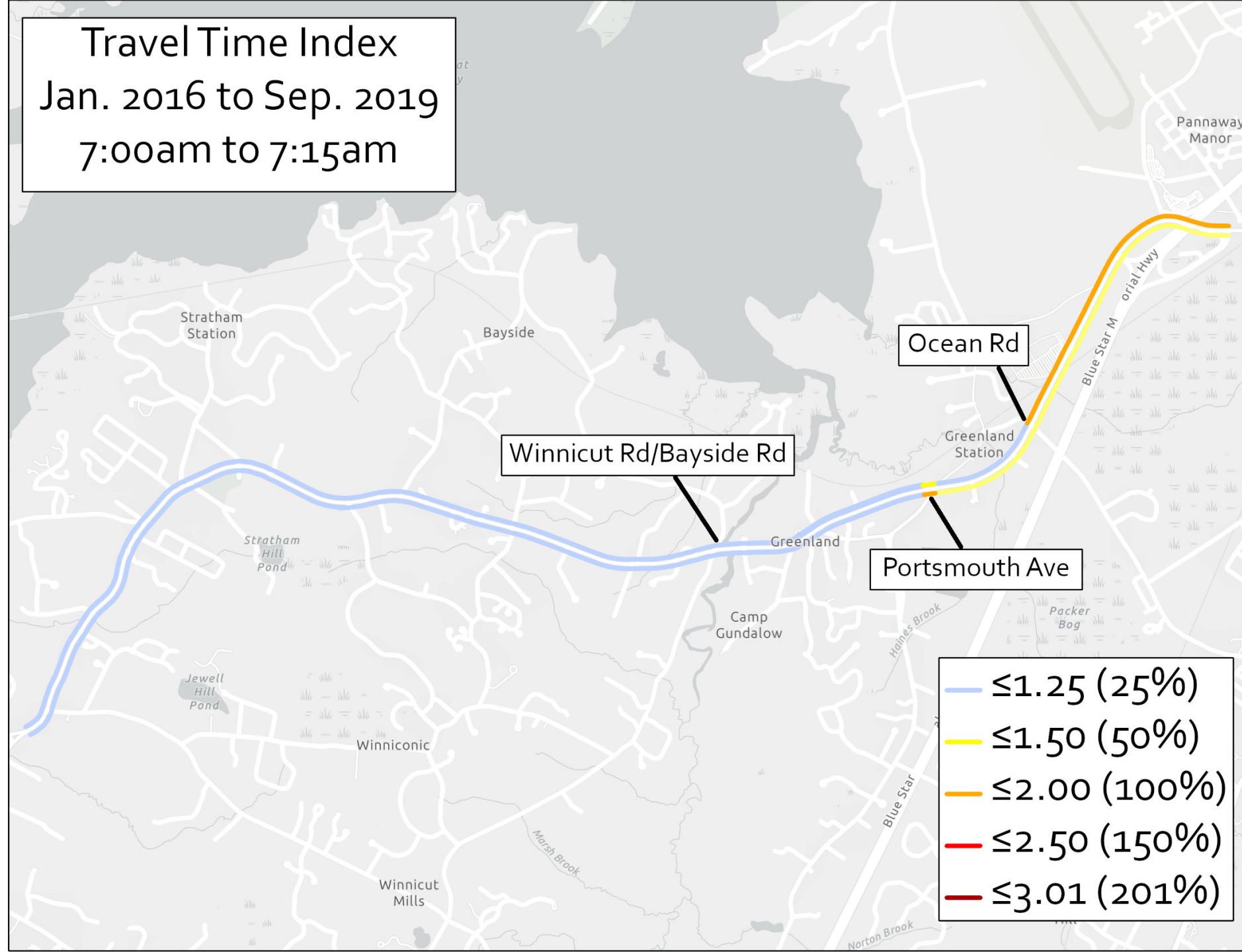
# Route 33 Westbound (Portsmouth Ave to Bayside Rd)

## Historic Planning Time Index

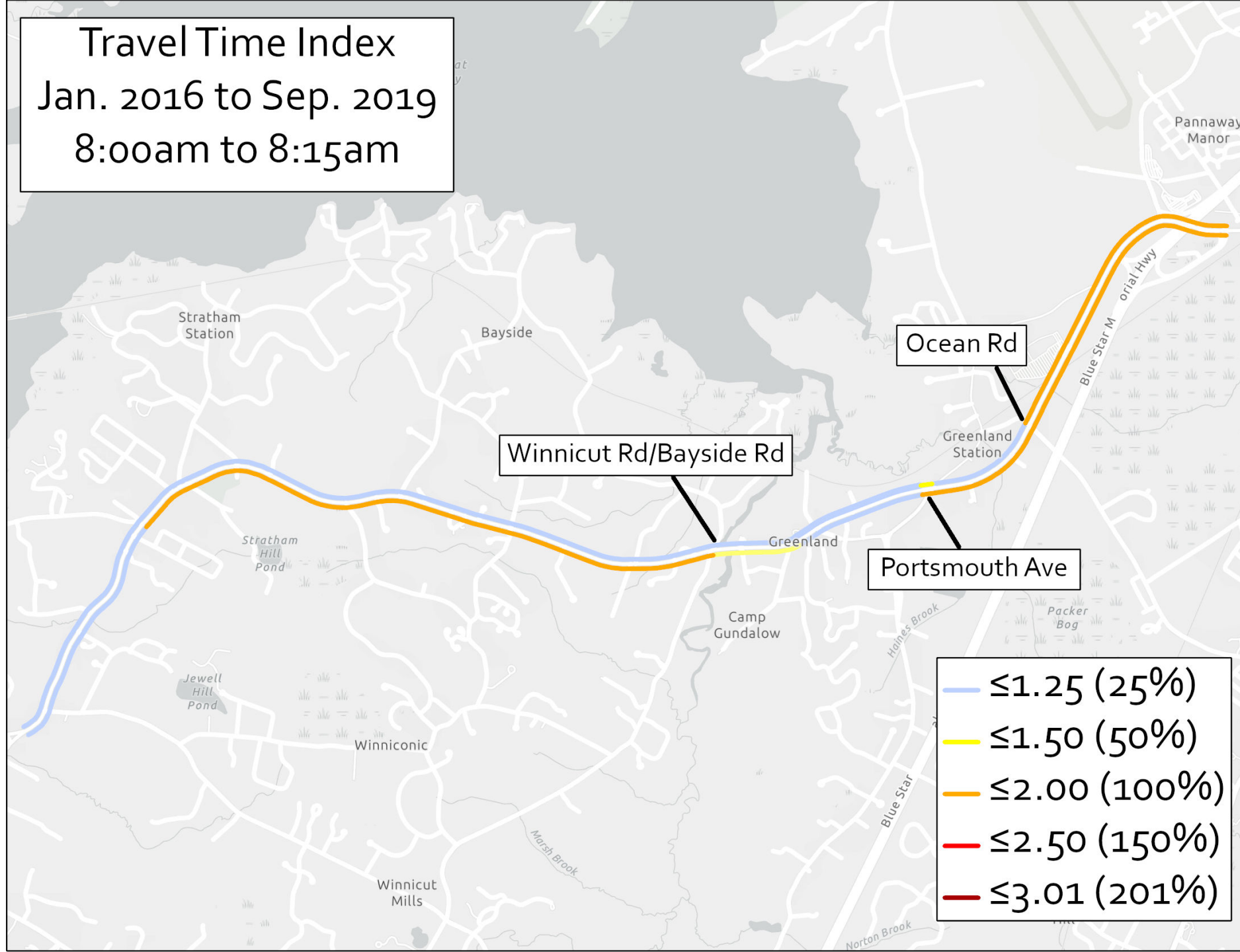


# Corridor

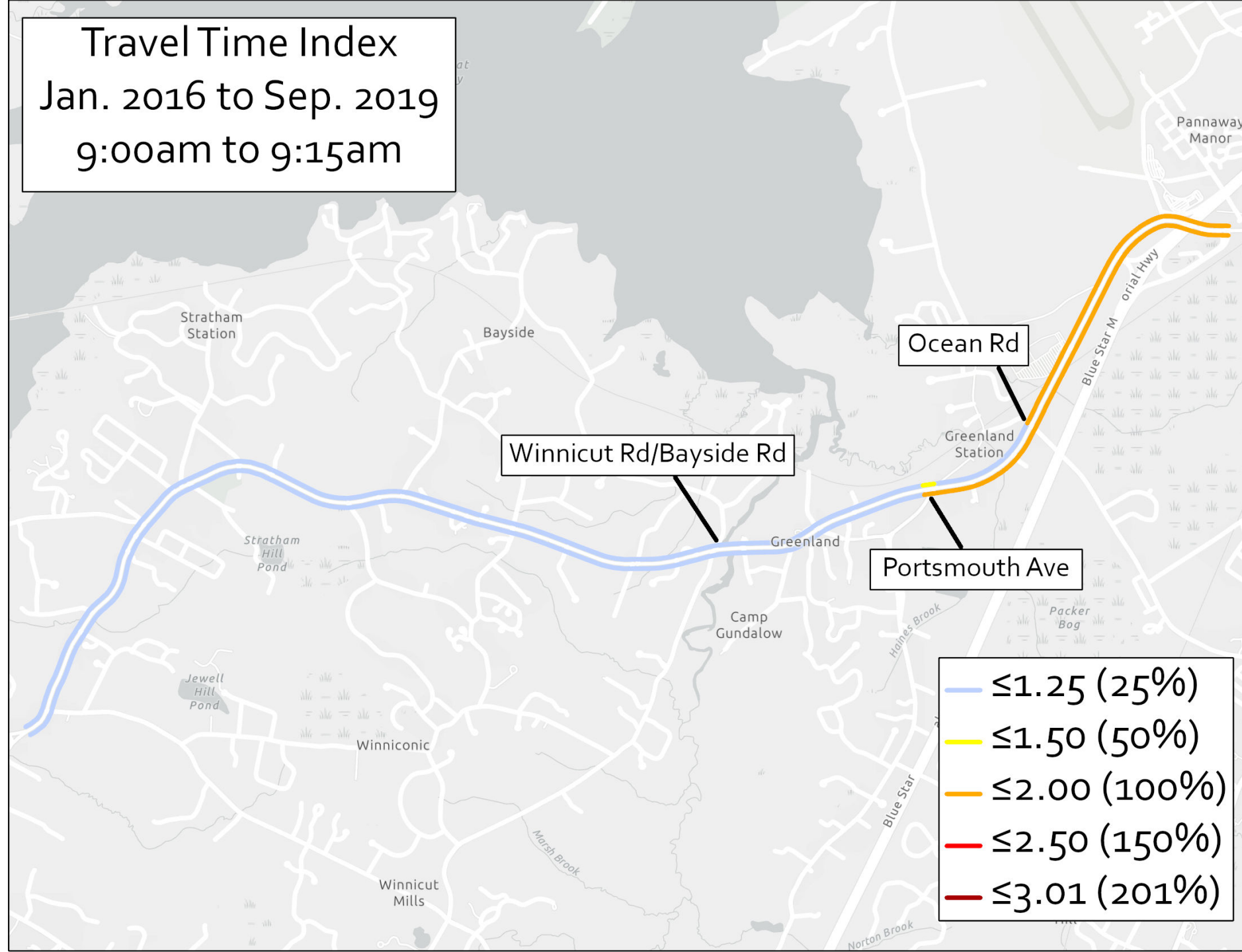
Travel Time Index  
Jan. 2016 to Sep. 2019  
7:00am to 7:15am



Travel Time Index  
Jan. 2016 to Sep. 2019  
8:00am to 8:15am

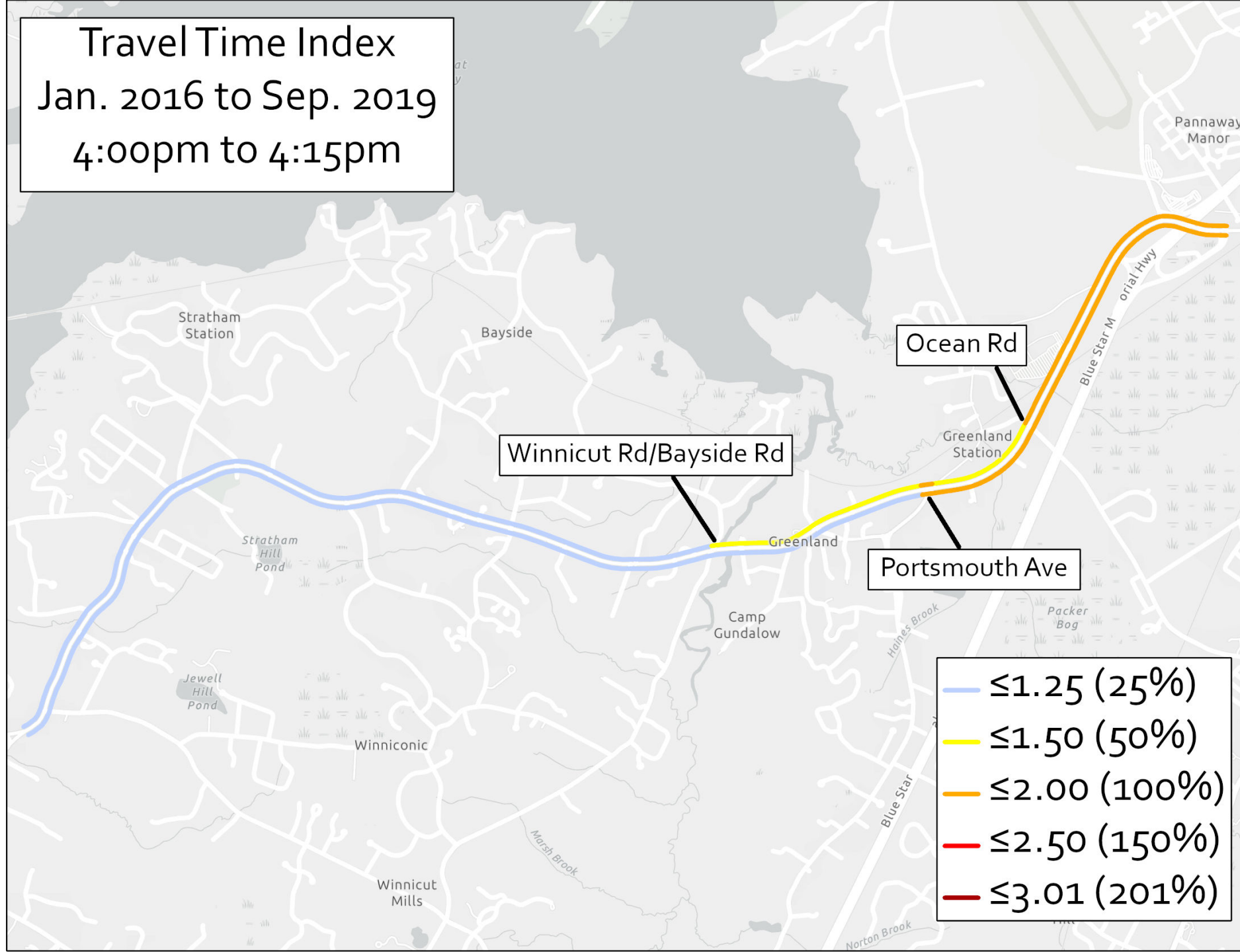


Travel Time Index  
Jan. 2016 to Sep. 2019  
9:00am to 9:15am

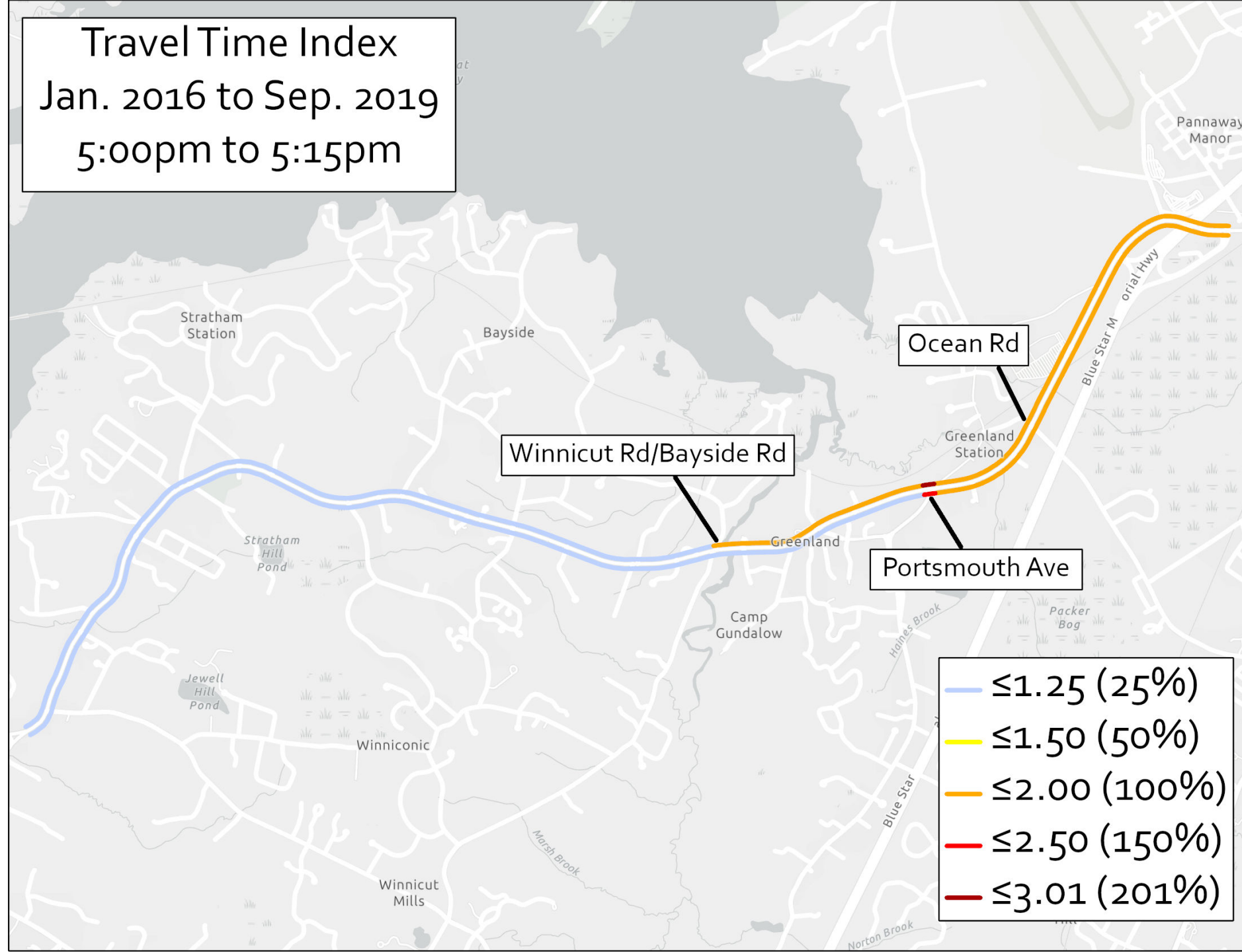




Travel Time Index  
Jan. 2016 to Sep. 2019  
4:00pm to 4:15pm

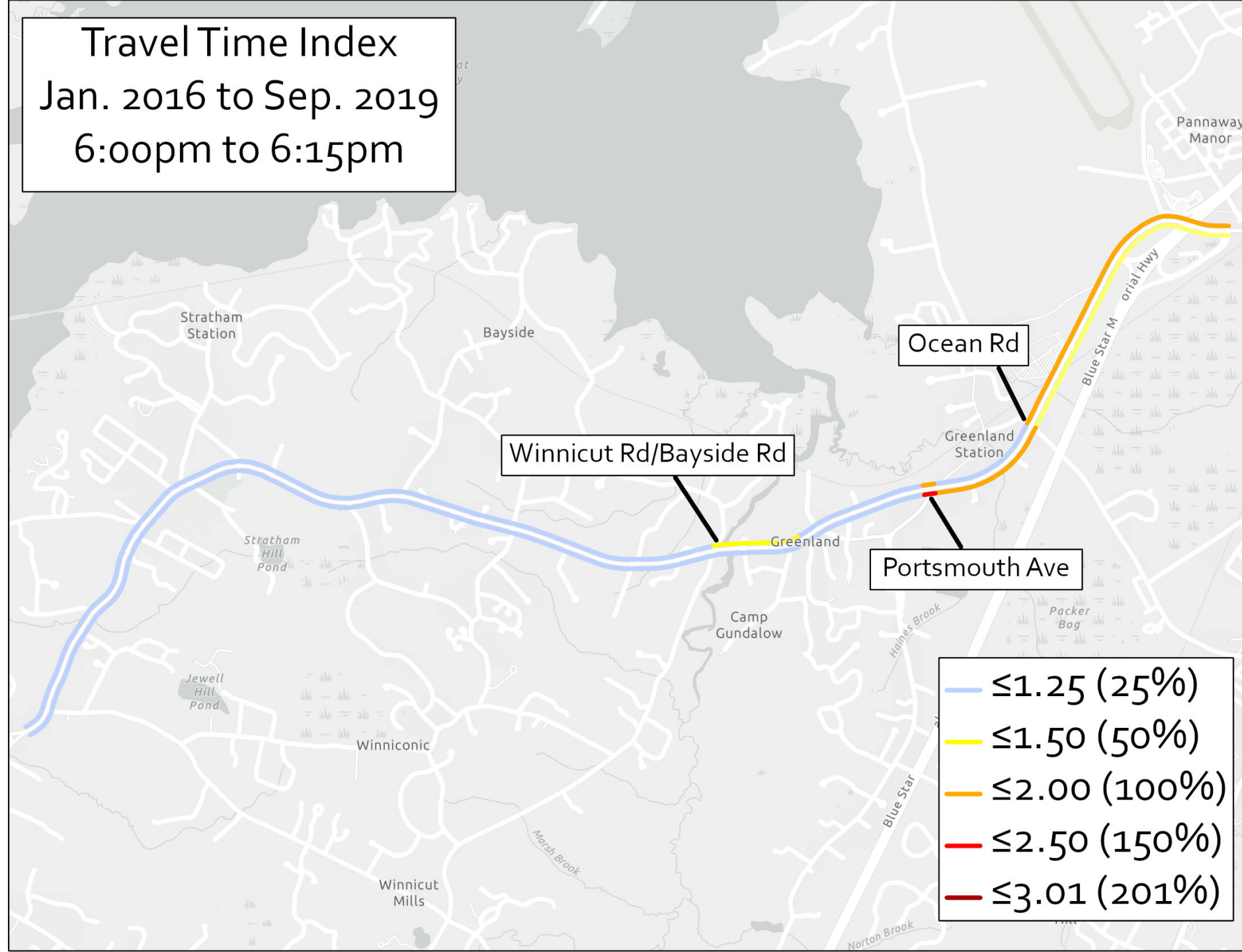


Travel Time Index  
Jan. 2016 to Sep. 2019  
5:00pm to 5:15pm



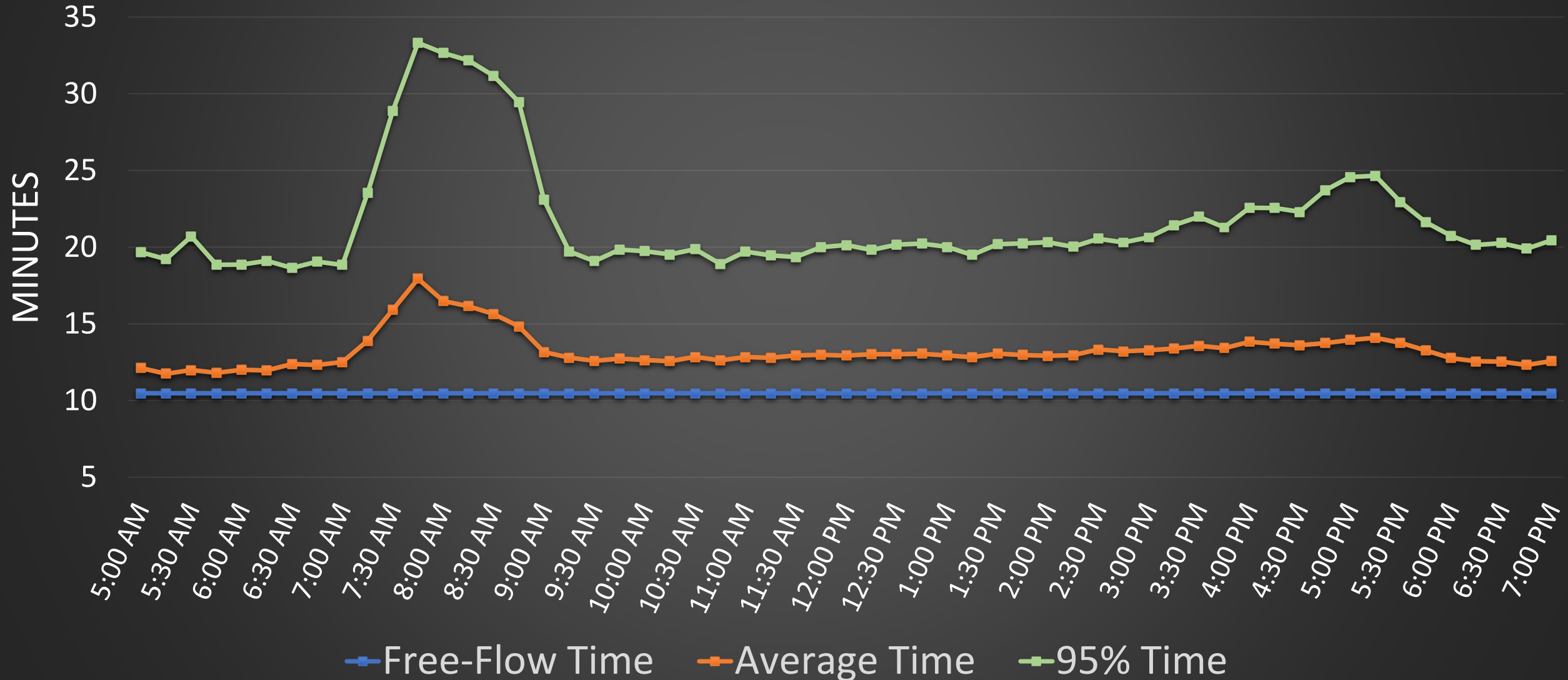


Travel Time Index  
Jan. 2016 to Sep. 2019  
6:00pm to 6:15pm



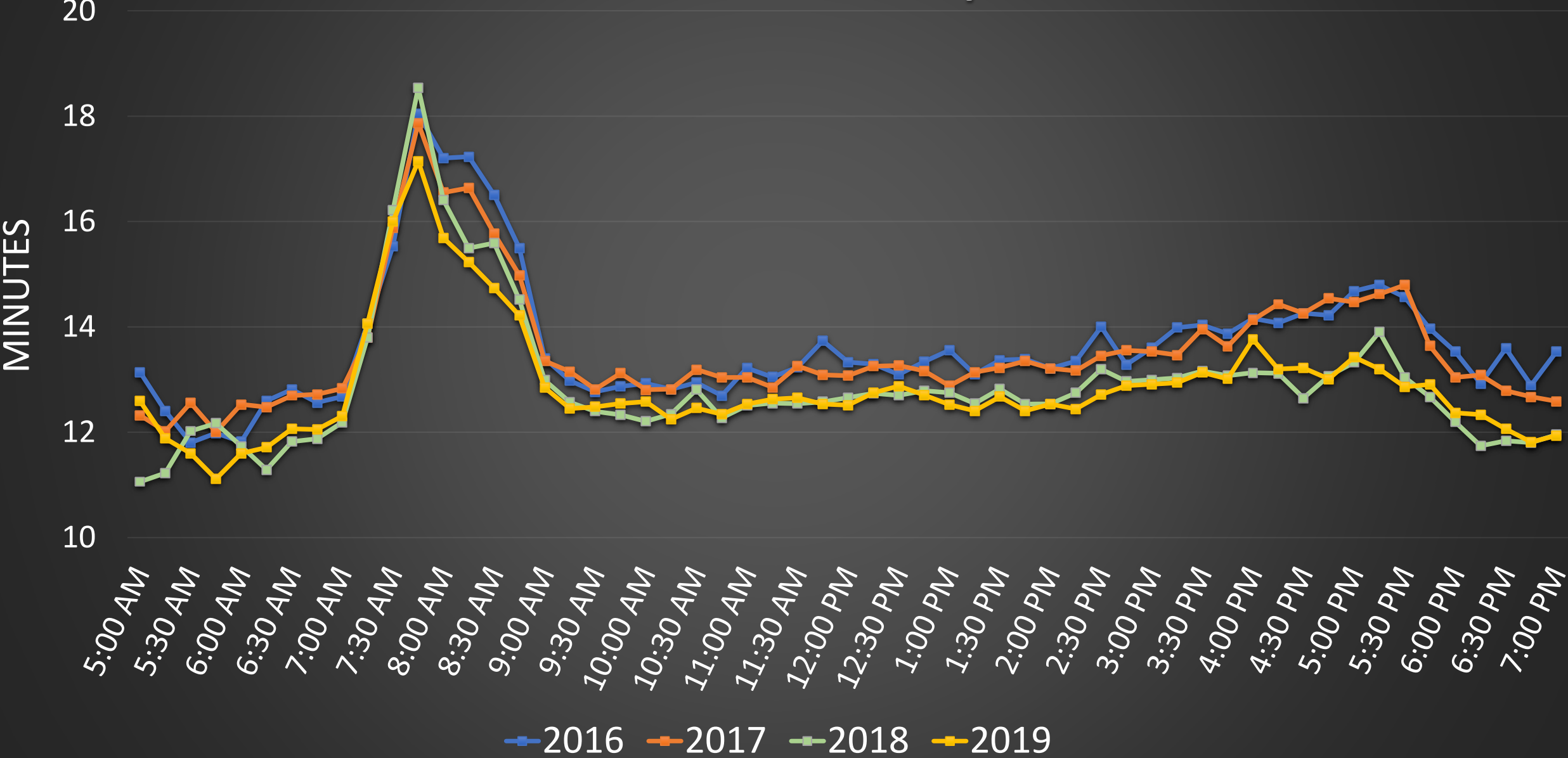
# Route 33 Eastbound (Traffic Circle to I-95 Exit 3)

## Jan. 2016 to Sep. 2019 (Weekdays)



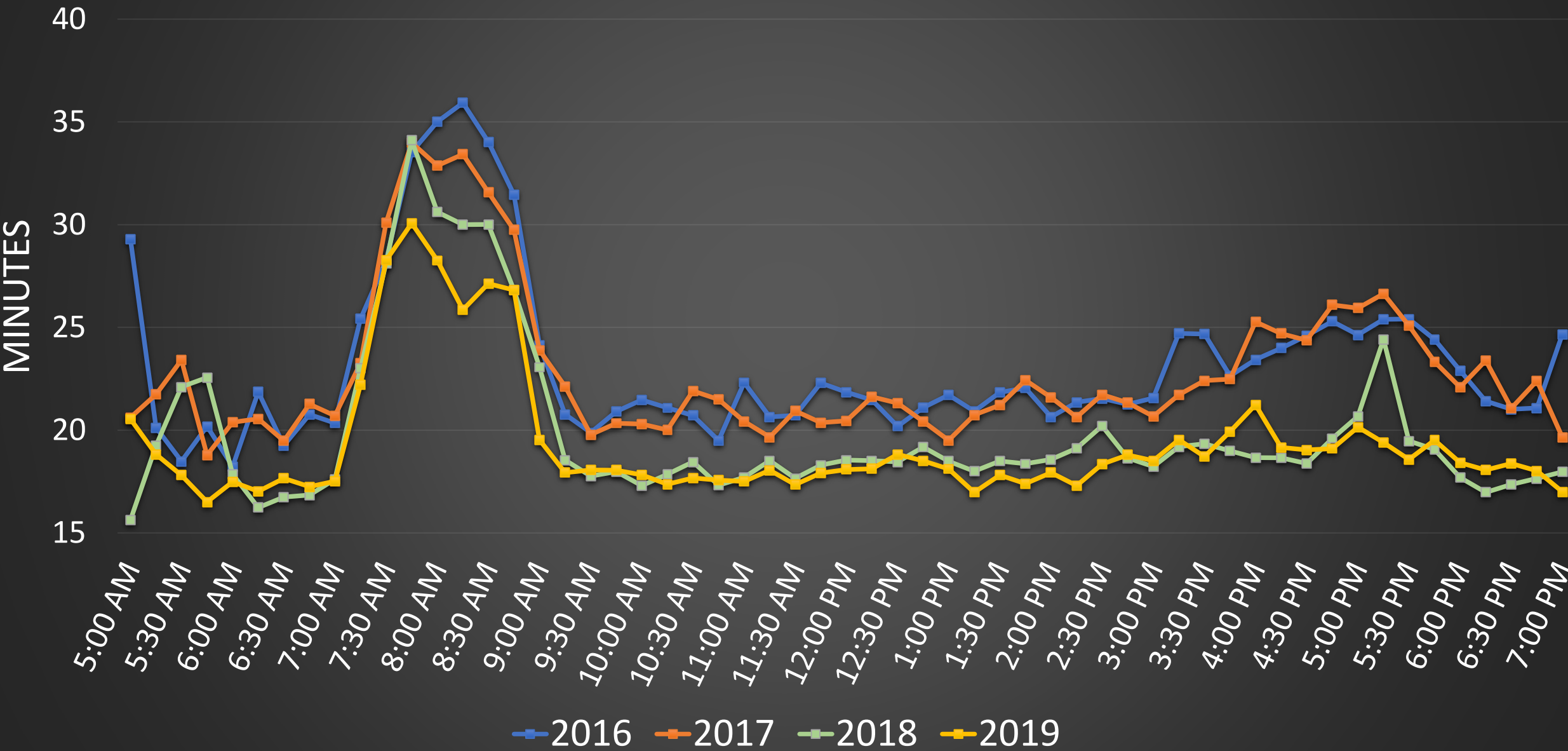
# Route 33 Eastbound (Traffic Circle to I-95 Exit 3)

## Travel Time Index by Year



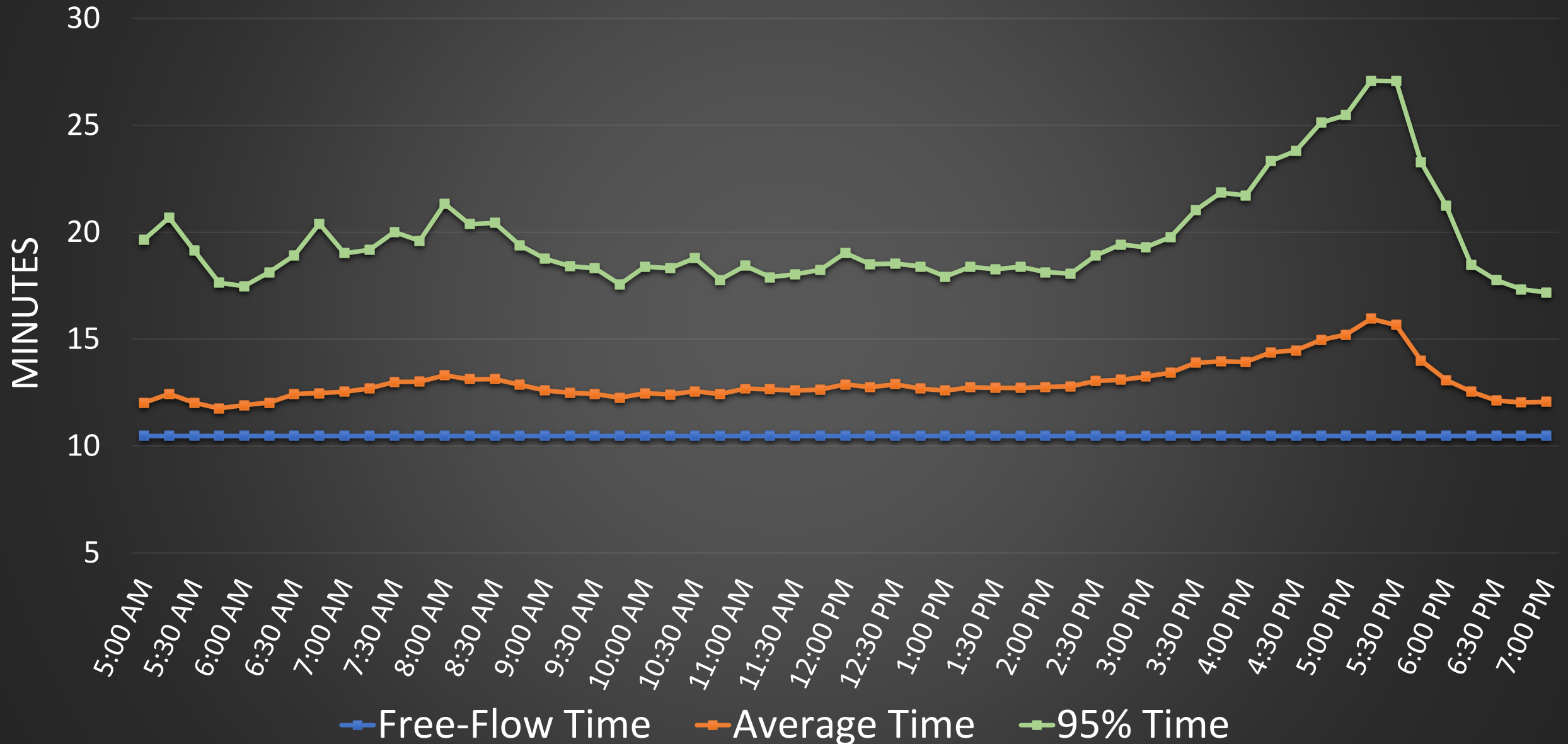
# Route 33 Eastbound (Traffic Circle to I-95 Exit 3)

## Planning Time Index by Year



# Route 33 Westbound (I-95 Exit 3 to Traffic Circle)

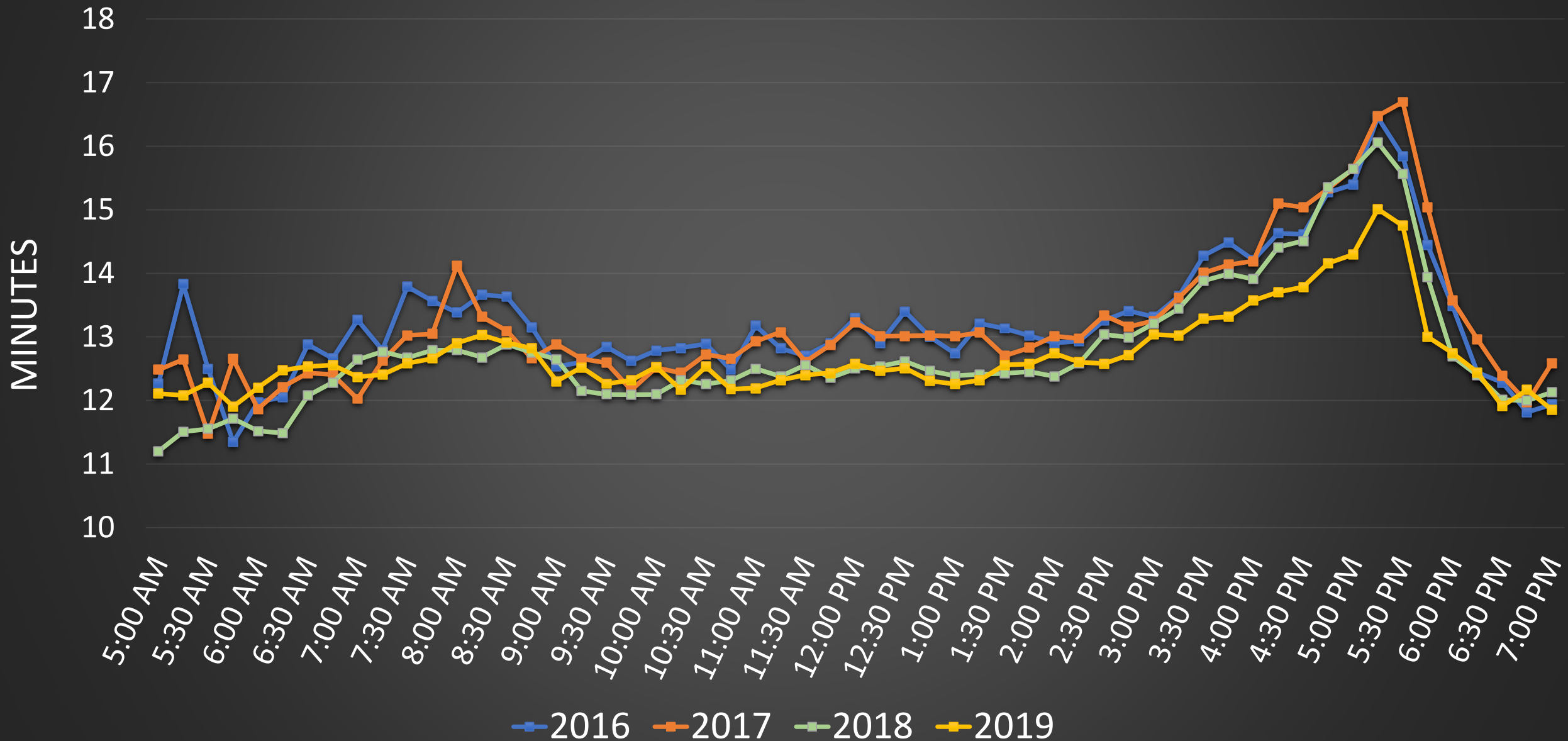
## Jan. 2016 to Sep. 2019 (Weekdays)



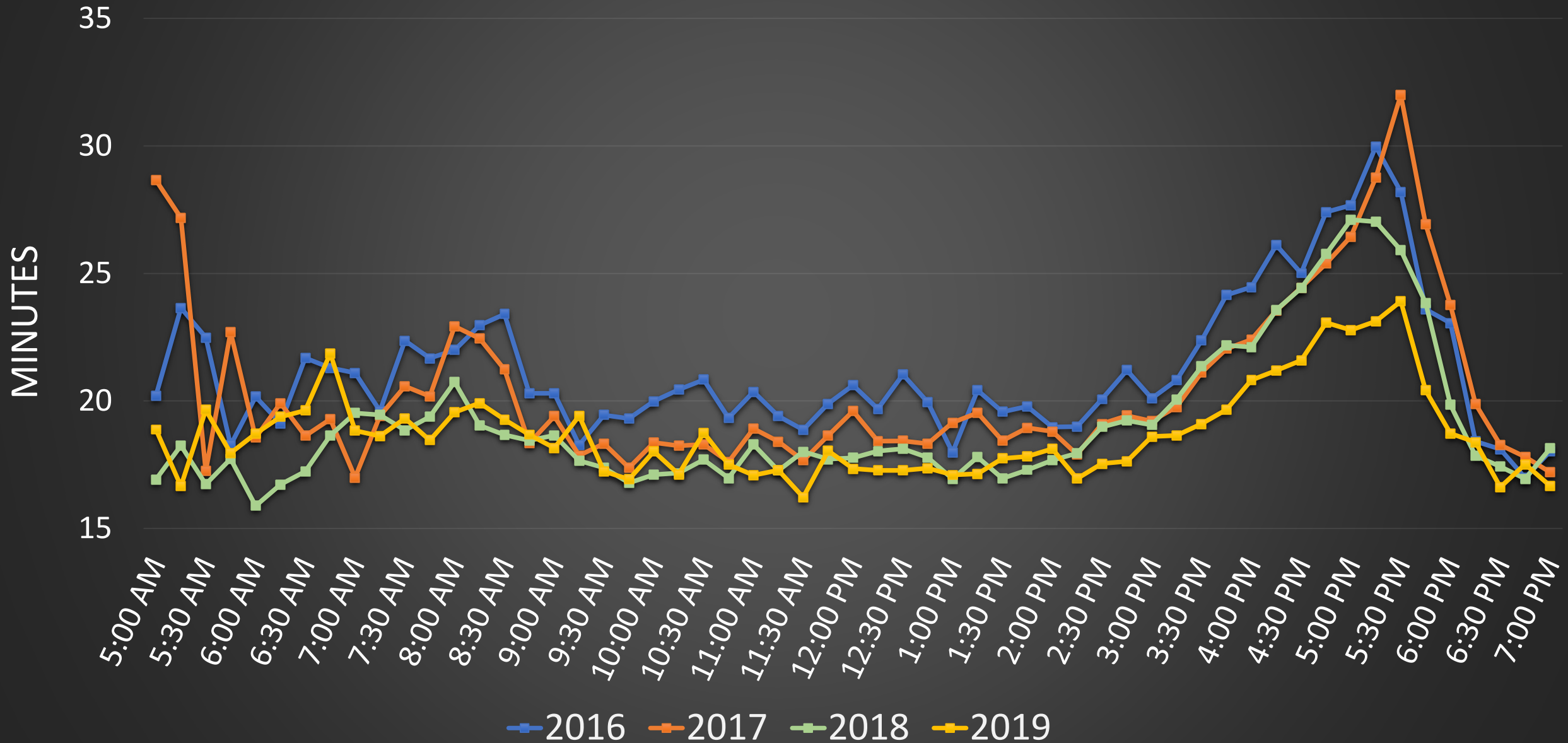


# Route 33 Westbound (I-95 Exit 3 to Traffic Circle)

## Travel Time Index by Year



# Route 33 Westbound (I-95 Exit 3 to Traffic Circle) Planning Time Index by Year





# Questions?

# Contact Information

Christian Matthews  
cmatthews@therpc.org

Rockingham Planning Commission  
156 Water Street  
Exeter, NH 03833  
603-778-0885  
**www.theRPC.org**





**TOWN OF GREENLAND**  
**Greenland, NH 03840**  
11 Town Square • PO Box 100  
Phone: 603.431.7111 • Fax: 603.430.3761  
Website: [greenland-nh.com](http://greenland-nh.com)

August 17, 2020

Commissioner Victoria Sheehan  
NH Department of Transportation  
John O. Morton Building  
7 Hazen Drive; PO Box 483  
Concord, NH 03302-0483

Dear Commissioner Sheehan,

We want to express our appreciation for the members of the NH Department of Transportation staff who met with NH State Senator Tom Sherman and representatives from the Town of Greenland and Stratham on August 5th to discuss the safety of Route 33. In the conversation it was determined that issues related to speed, roadway geometry and striping on Route 33 from Winnicut Road in Greenland to Sandy Point Road in Stratham have contributed to safety concerns for area residents, commuters, and public officials in both Greenland and Stratham.

At this time, we are writing to request the DOT investigate this roadway section and propose short, near and long-term proposals for improving safety in this area. We hope this request can be met with your approval and that we may be directed to the appropriate staff person who can ensure a review of these issues in your department.

We would request you follow-up with Greenland Town Administrator Matt Scruton who can be reached by calling (603) 380-7374 or e-mail him at [mscruton@greenland-nh.com](mailto:mscruton@greenland-nh.com). We thank you for your attention to this matter.

Sincerely,

**Town of Greenland Select Board**

Steve Smith, Chair - Jamie Connelly, Vice Chair - Rick Hussey - Jim Rolston - Rich Winsor

**Town of Stratham Select Board**

Michael Houghton, Chair - Joseph Lovejoy, Vice Chair - Allison Knab

cc: Patrick Abrami, NH State Representative, District 19  
Debra Altschiller, NH State Representative, District 19  
William Case, NH DOT Assistant Commissioner & Chief Engineer  
Tamara Le, NH State Representative, District 31  
Patricia Lovejoy, NH State Representative, District 36  
Dennis Malloy, NH State Representative, District 23  
Brian Schutt, NH DOT District 6  
Tom Sherman, NH State Senator District 24  
Chris Sununu, Governor  
Bill Watson, NH DOT Bureau of Planning and Community Assistance



## TOWN OF STRATHAM

*Incorporated 1716*

10 Bunker Hill Avenue · Stratham, NH 03885

Town Clerk/Tax Collector 603-772-4741

Select Board's Office/Administration/Assessing 603-772-7391

Code Enforcement/Building Inspections/Planning 603-772-7391

Fax (All Offices) 603-775-0517

August 17, 2020

TO: Select Board  
Town Administrator

FROM: Tavis Austin, AICP, Town Planner

RE: Rockingham Planning Commission-NHDOT 10 Year Plan Projects

Select Board,

This memo is to advise the Select Board that the deadline to submit projects for consideration for the New Hampshire Department of Transportation 10 year Plan is September 1, 2020. The 10-year plan, and the larger 2040 Long Range Transportation Plan (LRTP) allow for project submissions on a cyclical basis, alternating with each other every couple years ([Website/details](#)). Stratham has several projects that are within the LRTP (chart below), and one (1) project currently in the LRTP and the current 10-year Plan—Bunker Hill Avenue/NH 108 signalization:

Stratham			
6431001	Rte. 108 and 33 / Portsmouth Ave and Winnicutt Road	Stratham Town Center/Stratham Circle Improvements	A comprehensive reconfiguration of the Rte. 108 / Rte. 33 Stratham Circle through the Town Center District. Reconfiguration of 4 intersections for traffic and pedestrian access and safety improvements including a roundabout, lane reconfigurations, signalization, sidewalks, bicycle lanes, crosswalks, Bus shelters, traffic calmine measures and signage improvements.
6431002	Squamscott Rd	Bike lanes on Squamscott Rd	Shoulder Bike Lanes On Squamscott Road From NH 108 To NH 33
6431003	NH 108	Signalize NH 108/Bunker Hill Avenue intersection	NH 108 / Bunker Hill Avenue: Signalization And Turn Lanes And Intersection Realignment. Source: 1999-2020 LRP
6431004	NH 108	Signalize NH 108/Frying Pan Lane intersection	NH 108/ Frying Pan Lane/ River Rd Signalization And Realignment And Lane Improvements. Source: 2001-2003 TIP Proposal
6431005	NH 33	Winnicutt Road Signalization	Full signalization of the Route 33/Portsmouth Avenue and Winnicutt Road intersection.

It is my recommendation that the Town continue to support those projects listed above for continued consideration for this 10-year Plan solicitation.

Additionally, recent Planning Board approvals within the industrial park (Lindt, UPS)—while also considering State transportation needs along NH-111-- suggests need to include improvements at the intersection of Marin Way and NH-111 into the 10-year plan. A new project submission—discussed already with RPC—is the conceptual construction of a round-about at the intersection of Marin Way and NH-111 (details in separate memo). Therefore, in response to the RPC solicitation emails for the 10-year plan, it is my recommendation that this round-about intersection improvement be submitted. The Planning Board discussed this same 10-year Plan submission process at their August 05, 2020 meeting and proposed no additions to the plan beyond those discussed here. It is my recommendation the Board support the projects represented within this memo as submissions to the current 10-year Plan process. Please don't hesitate to share any comments or questions.

**From:** [David Moore](#)  
**To:** [Karen Richard](#)  
**Cc:** [Matthew Larrabee](#)  
**Subject:** FW: Generator at Stratham Hill Park  
**Date:** Thursday, August 13, 2020 8:38:47 AM  
**Attachments:** [Stratham Letter .pdf](#)  
[Agreement Letter.pdf](#)  
[Location of Generator.jpg](#)

---

Karen,

Can you please assemble these materials from Matt (including the e-mail cover letter) in a single .pdf for the Board for Monday's meeting e-folder?

Can you please add to the "action items", the title "Rockingham County Sheriff Generator Request at SHP Under 2011 MOA"

Thank you,

David M.

---

**From:** Matthew Larrabee <mlarrabee@StrathamNH.gov>  
**Sent:** Thursday, August 13, 2020 4:15 AM  
**To:** Joe Lovejoy <jalovejoy2@comcast.net>; Michael Houghton (mike@dowlingcorp.com) <mike@dowlingcorp.com>; 'Allison Knab' <allisonmknab@yahoo.com>  
**Cc:** David Moore <dmoore@StrathamNH.gov>; Tony King <aking@strathampd.org>  
**Subject:** Generator at Stratham Hill Park

Good Morning,

The Rockingham County Sherriff's office is proposing to install a propane generator at the top of Stratham Hill Park to provide emergency power to the communications building that is located up there. I have sent a separate email to the key Stratham departments heads that would be affected (HI way, P&R, PD, Planning, Building) to get any concerns or questions they may have.

I wanted to send you the documents as well, which include the letter for installing the generator, a picture of the location, and a previous letter of agreement for the communications equipment. The Sherriff's office would be responsible for the installation, maintenance, and operation of the generator and as they state in the letter the company that does the installation will apply for all necessary permits and follow all inspection requirements.

I have asked David to schedule this to come before the board for approval and then I can take care of informing the Sherriff's office. I just wanted you to have the info before hand and if

you had any specific concerns I can get them answered or if you would like someone from the Sherriff's office at the board meeting I can arrange that.

Thanks for you help

Matt





# Office of the Sheriff

Rockingham County

*Charles Massahos, High Sheriff*

July 31, 2020

Town of Stratham  
Stratham Select Board  
10 Bunker Hill Ave  
Stratham, NH 03885

Members of the Select Board:

The Rockingham County Sheriff's Office is seeking your support to move forward with installation of an emergency power generator and fuel source (propane) at the Stratham Hill Park radio site.

The communications building at the park does not currently have a generator in case of power outages. During an outage, the Sheriff's Office loses the ability to hear and communicate with the nearby agencies such as Stratham police and fire, and the Town of Greenland. The site also houses part of the communications microwave system which is a vital pathway to passing communication traffic throughout the entire County. NH State Police loses an important communication site that covers the Seacoast region as well.

This project is included in the 15 year Memorandum of Agreement (MOA) between the Town of Stratham and Rockingham County Sheriff's Office. The Sheriff's Office also has a separate 15-year MOA with NH State Police (Department of Safety) to utilize the shelter for the purpose of installing a backup generator in addition to housing communications equipment.

We are currently in the process of seeking proposals from generator vendors/installers. The vendor(s) conducting the installation will follow all local, state and federal laws and apply for all necessary permits. The Sheriff's Office will fully fund this project and is only seeking your support to install the generator and fuel source on the park property. We can provide plans of the project to the town before commencing work, if requested.

We feel this is necessary for the safety of first responders and to the citizens of Rockingham County. We appreciate your support to move forward on this project.

For additional questions or comments please contact:

Tobias Dannhausen, Chief Engineer ([TDannhausen@rockso.org](mailto:TDannhausen@rockso.org) , 603-679-9338)

Lt. Kevin Walsh, Administrative Service Division ([KWalsh@rockso.org](mailto:KWalsh@rockso.org) , 603-679-9489)



Sincerely,

A handwritten signature in black ink, appearing to read 'C. Massahos', with a stylized flourish at the end.

Charles Massahos,  
High Sheriff

Stratham Fire Department Chief Matthew Larrabee \_\_\_\_\_

Stratham Police Department Chief Anthony King \_\_\_\_\_

**MEMORANDUM OF AGREEMENT (MOA)**

**BETWEEN**

**TOWN OF STRATHAM, NEW HAMPSHIRE**

**AND**

**THE ROCKINGHAM COUNTY SHERIFF'S OFFICE**

Whereas, the Town of Stratham (hereby referred to as the "Town") and the Rockingham County Sheriff's Office (hereby referred to as the "County") recognize a mutual need to develop highly reliable radio and dispatch communications on the fire tower located at the Stratham Hill Park owned by the Town of Stratham and;

Whereas, the Town, in accordance with a Memorandum of Understanding with the New Hampshire State Police dated April 30, 1999, has previously approved the construction of a Division owned 12' x 12' communications equipment building and the installation of two radio antennas on the existing fire tower at Stratham Hill Park; and

Whereas the New Hampshire State Police intends to enter into an agreement (by separate document) with the Rockingham County Sheriff's Office to allow it access to the Division's communications equipment shelter for the purposes of installing a temporary backup generator during instances of power failures so it can continue to provide continuous emergency dispatch services to the Town.

NOW THEREFORE, the Parties agree as follows:

The Town hereby grants to the County a special use permit to use the Stratham Hill Park Site and the ground space as well as antenna space on the fire tower at Stratham Hill Park to install Radio Communication equipment to enhance and better serve the Town of Stratham as well as all other communities that use the County's emergency dispatch and communication system. Such special use permit shall include the nonexclusive right of ingress and egress, on foot or motor vehicles, in accordance with the terms of this Memorandum of Understanding. Such use shall be at no cost to the Town. The Parties agree that the town will not be responsible to maintain the access road to the Stratham Hill Park Site.

Notwithstanding any provision to the contrary, the Town agrees that if it permits any other third party communications equipment, in addition to that of the County, on the fire tower and such equipment interferes with the operation of the



County, within 4 hours of notification, the Town shall have the offending party take the steps necessary to eliminate the interference and implement a permanent remedy to the satisfaction of the County.

The County may use Stratham Hill Park for the purposes of maintaining, repairing, operating and removing a communications facility and uses incidental thereto. All County equipment and improvements installed and constructed on Stratham Hill Site shall be and will remain the sole property of the County and shall not be deemed fixtures affixed to the realty. At the end of the term of this Memorandum of Agreement, the County shall, at the County's sole expense and within a reasonable period, remove all of its equipment and improvements constructed or installed on the site.

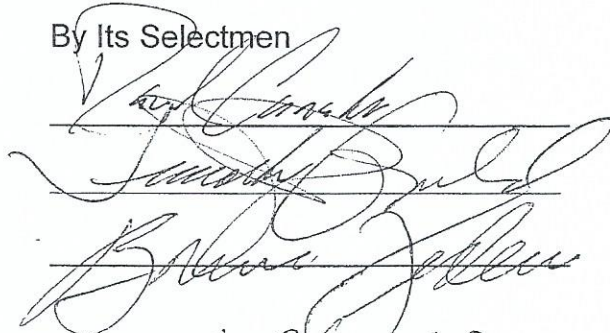
In consideration for the use of Stratham Hill Park, the County shall provide emergency dispatch and communication services recognizing the significant value of the Stratham Hill site and such value shall be considered if such emergency dispatch and communication services become fee based to the user communities. Parties agree that the Town shall not be responsible for any electrical costs associated with its use of the County's communications equipment.

This Memorandum of Agreement may not be modified except by a writing signed by both parties.

The term of this Memorandum of Agreement shall be fifteen (15 ) years from the date of execution by all parties, unless it is terminated earlier by agreement of both parties. The Town and the County shall have the option to extend the same terms and conditions contained within for three consecutive five year periods upon approval by all parties.

TOWN OF STRATHAM

By Its Selectmen

  
DATE: 1-26-12

ROCKINGHAM COUNTY SHERIFF'S  
OFFICE

BY: Michael W. Downing  
TITLE: High Sheriff

DATE: 1-10-12



9/26/2011

**MEMORANDUM OF AGREEMENT (MOA)**

**BETWEEN**

**NEW HAMPSHIRE STATE POLICE**

**AND**

**ROCKINGHAM COUNTY SHERIFF'S OFFICE, NEW HAMPSHIRE**

Whereas, the State of New Hampshire, Department of Safety, Division of State Police (hereby referred to as the "Division") and the Rockingham County Sheriff's Office (hereby referred to as the "RCSO") recognize a mutual need to develop highly reliable radio and dispatch communications on the fire tower located at the Stratham Hill Park owned by the Town of Stratham and;

Whereas, the Town, in accordance with a Memorandum of Understanding between the parties dated April 30, 1999, has previously approved the construction of a Division owned 12' x 12' communications equipment building and the installation of two radio antennas on the existing fire tower at Stratham Hill Park; and

Whereas, the RCSO intends to enter into an agreement (by separate document) with the Town to provide emergency dispatch services which will require a point to point microwave dish to be affixed to the existing fire tower;

NOW THEREFORE, the Parties agree as follows:

The Division shall permit the RCSO, at its own and sole expense, to install an external electrical service connection to the communications equipment shelter to allow a temporary backup generator to be installed during instances of electric power failures.

To deter vandalism at the communications site, the Division shall permit the RCSO, at its sole expense, to install or upgrade protective window barriers, a reinforced steel door, and a motion detect security camera to be monitored by RCSO. In the event additional protections against vandalism are needed, the Division and RCSO may propose additional security measures, including the installation of security fencing around the communications shelter. Such additional protections shall be installed only after a written amendment to this agreement has been executed by the Parties.

The Division shall continue to pay for its existing telephone line and all electricity to the communications equipment shelter. The Parties shall share in the cost of maintaining the electric service from the local utility demark location at the road to the communications shelter.



**MEMORANDUM OF AGREEMENT (MOA)**

**BETWEEN**

**NEW HAMPSHIRE STATE POLICE**

**AND**

**TOWN OF STRATHAM, NEW HAMPSHIRE**

Whereas, the State of New Hampshire, Department of Safety, Division of State Police (hereby referred to as the "Division") and the Town of Stratham (hereby referred to as the "Town") recognize a mutual need to develop highly reliable radio and dispatch communications on the fire tower located at the Stratham Hill Park owned by the Town of Stratham and;

Whereas, the Town, in accordance with a Memorandum of Understanding between the parties dated April 30, 1999, has previously approved the construction of a Division owned 12' x 12' communications equipment building and the installation of two radio antennas on the existing fire tower at Stratham Hill Park; and

Whereas, the Town intends to enter into an agreement (by separate document) with the Rockingham County Sheriff's Office to provide its emergency dispatch services which will require a point to point microwave dish to be affixed to the existing fire tower; and

Whereas the State intends to enter into an agreement (by separate document) with the Rockingham County Sheriff's Office to allow it access to the Division's communications equipment shelter for the purposes of installing a temporary backup generator during instances of power failures so it can continue to provide continuous emergency dispatch services to the Town.

NOW THEREFORE, the Parties agree as follows:

The Town hereby grants to the Division a special use permit to use the Stratham Hill Park Site and the ground space for the Division's communications equipment building, as well as antenna space on the fire tower at Stratham Hill Park. Such special use permit shall include the nonexclusive right of ingress and egress, on foot or motor vehicles, in accordance with the terms of this Memorandum of Understanding. Such use shall be at no cost to the Division. The Parties agree that the town will not be responsible to maintain the access road to the Stratham Hill Park Site.

Notwithstanding any provision to the contrary, the parties agree that if either party's emergency communications equipment on the fire tower interferes with the operation of the other party's emergency communications equipment,

within 4 hours of notification, the offending party shall take the steps necessary to eliminate the interference and implement a permanent remedy to the satisfaction of the offended party.

The Town agrees that if it permits any other third-party communications equipment on the fire tower and such equipment interferes with the operation of the Division, within 4 hours of notification, the Town shall have the offending party take the steps necessary to eliminate the interference and implement a permanent remedy to the satisfaction of the Division.

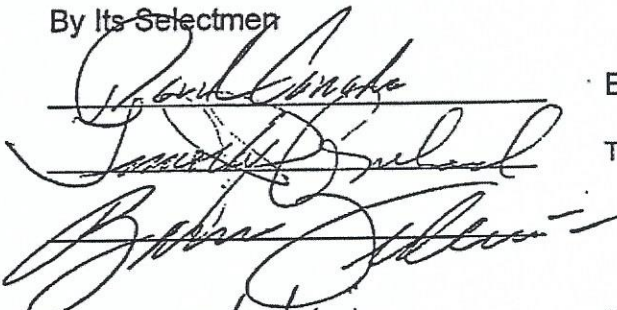
The Division may use Stratham Hill Park for the purposes of maintaining, repairing, operating and removing a communications facility and uses incidental thereto. All Division equipment and improvements installed and constructed on Stratham Hill Site shall be and will remain the sole property of the Division and shall not be deemed fixtures affixed to the realty. At the end of the term of this Memorandum of Agreement, the Division shall, at the Division's sole expense and within a reasonable period, remove all of its equipment and improvements constructed or installed on the site.

In consideration for the use of Stratham Hill Park, the Division shall provide space within its concrete communications shelter to the Town, or Rockingham County Sheriff's Office for the benefit of the Town, to house and maintain radio communications equipment and components. Such use shall be at no cost to the Town. Parties agree that Town shall not be responsible for any electrical costs associated with its use of the Division's concrete communications shelter.

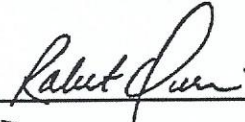
This Memorandum of Agreement may not be modified except by a writing signed by both parties.

The term of this Memorandum of Agreement shall be fifteen (15) years from the date of execution by all parties, unless it is terminated earlier by agreement of both parties. The Division and the Town shall have the option to extend the same terms and conditions contained within for three consecutive five year periods upon approval by all parties.

TOWN OF STRATHAM  
By Its Selectmen

  
DATE: 11/21/11

NEW HAMPSHIRE STATE POLICE

BY:   
TITLE: DIRECTOR

DATE: 11/17/2011





# State of New Hampshire

## DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner of Safety

### Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Telephone: 603-271-2450

Colonel Robert L. Quinn  
Director

COPY

November 17, 2011

Stratham Police Department

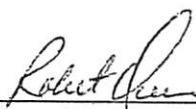
Chief John Scippa  
76 Portsmouth Ave  
Stratham, NH 03885

Dear John,

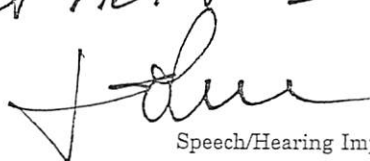
Enclosed is the signed Memorandum of Agreement (MOA) between the New Hampshire State Police and the town of Stratham.

Could you please present to your selectmen for approval. I would also ask that you keep a copy and return the original to my office.

Sincerely yours,

  
Colonel Robert L. Quinn  
Director

Bob -  
THANKS FOR ALL THE WORK ON THIS.  
ENCLOSED HEREWITH IS THE SIGNED MOA.  
LET ME KNOW IF I CAN HELP WITH  
ANYTHING ELSE.  
BEST REGARDS





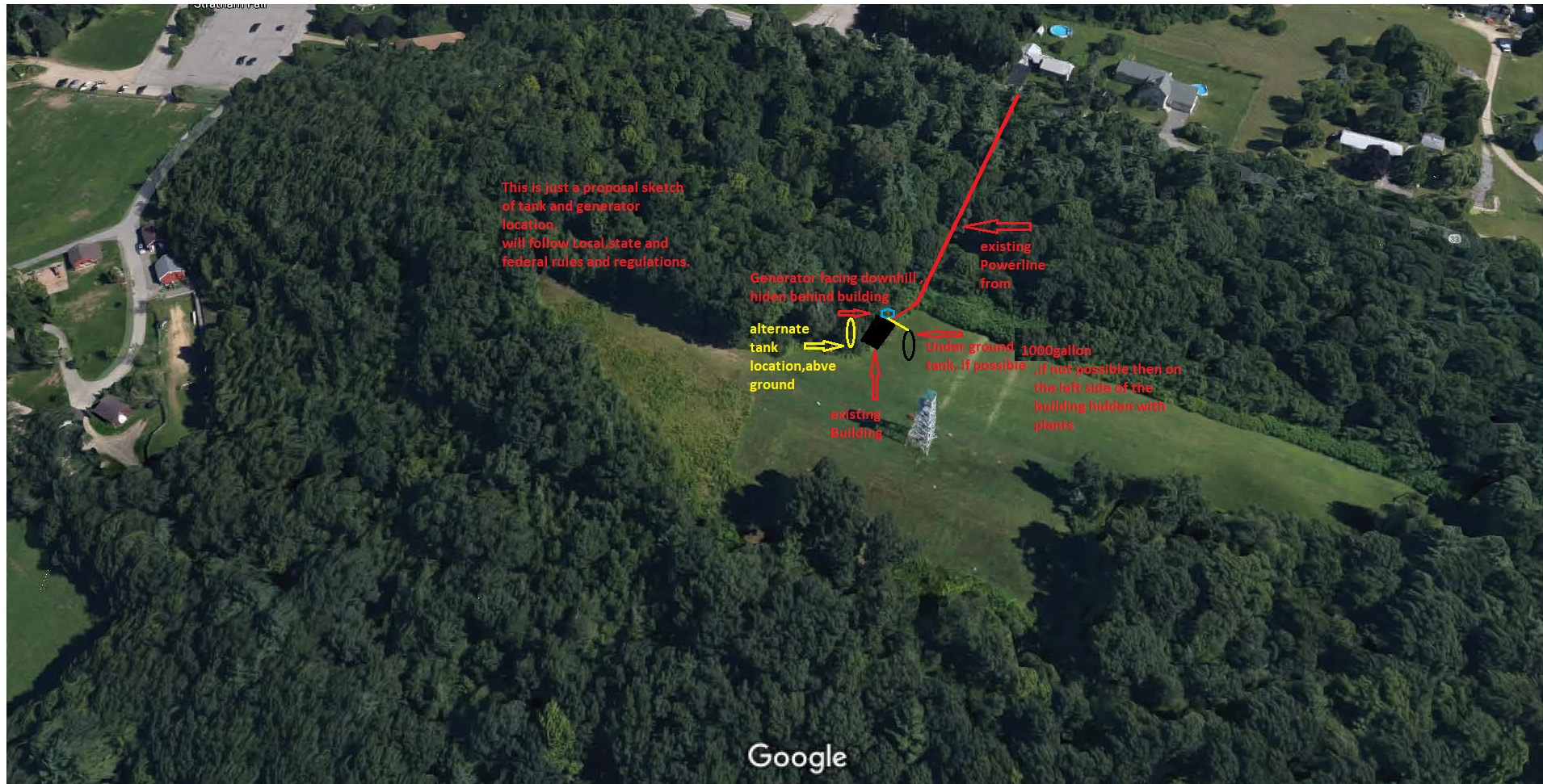


**STRATHAM POLICE DEPARTMENT**

76 Portsmouth Ave  
Stratham NH 03885

**John V. Scippa**  
*Chief of Police*

[jscippa@strathampd.org](mailto:jscippa@strathampd.org)  
603-778-9691(Business)  
603-778-6183(fax)



# NEW HAMPSHIRE DEPARTMENT OF STATE

William M. Gardner  
*Secretary of State*



Robert P. Ambrose  
*Senior Deputy Secretary of State*

David M. Scanlan  
*Deputy Secretary of State*

August 10, 2020

To the Election Officers of New Hampshire and the Governing Bodies of New Hampshire Towns and Cities and unincorporated places:

We are pleased to provide this Notice of Grant Opportunity for funding through the federal CARES Act for the election. The attached document explains how cities, towns and unincorporated places can obtain partial reimbursement for qualified expenses of carrying out the upcoming September 8, 2020 state primary and November 3, 2020 general election.

This grant program provides 3 million dollars of CARES Act funding for the upcoming elections to New Hampshire's cities, towns and unincorporated places. The grant allocates to each city, town and unincorporated place a maximum amount that is proportional to that town or city's share of the total votes cast in the 2016 primary and general election. Federal law and regulation requires extensive agreements and documentation to receive a sub-grant of federal funds. We are striving to make the process as simple as possible. BerryDunn, an accounting firm, has extensive experience with federal grant funds. They will assist you with this process.

The federal Election Assistance Commission has just approved use of a Statewide Standard Cost Rate for additional absentee ballots as a basis for making reimbursements. This substitute procedure for documenting the local expense of absentee ballot processing above the level in the most recent similar elections requires only that each town and city report the total absentee ballots sent out and the total cast at each federal election. Provided the number of additional absentee ballots in your town or city supports reimbursing your full allocation, you will not need to submit additional documentation to the state.

BerryDunn and my office are presenting a webinar to explain the grant program on Wednesday August 12<sup>th</sup>, starting at 2:00 PM. Register to attend Wednesday's webinar at this link:  
<https://zoom.us/meeting/register/tjwrde2trjwrGtMZqG9aeikBcfw33ZGJhJRY>

We repeat the webinar on Thursday August 13<sup>th</sup> at 11:00 AM. Register to attend Thursday's webinar at this link: [https://zoom.us/meeting/register/tjMqcOGhrz4uHdd4Ko\\_IN94t9xJh8QSqXoNI](https://zoom.us/meeting/register/tjMqcOGhrz4uHdd4Ko_IN94t9xJh8QSqXoNI)

Each webinar will be limited to the first 500 registrants. A recording of a webinar will be available for anyone unable to attend one of these sessions. BerryDunn has established a help line and e-mail address: (603) 518-2650, [Vote@BerryDunn.com](mailto:Vote@BerryDunn.com).

Sincerely,

William M. Gardner Secretary of State

# **NOTICE OF GRANT OPPORTUNITY**

## General Information

Document Type: Grants Notice

Funding Opportunity Number: DC20101CARES

Funding Opportunity Title: Coronavirus Aid, Relief, and Economic Security (CARES) Act  
(Public Law 116-136)

Opportunity Category: Discretionary

Grant Type: Sub-Grant through the State of New Hampshire Secretary of State

Funding Instrument Type: Formula Grants

Category Explanation: The Coronavirus Aid, Relief and Economic Security (CARES) Act provided \$400 million to the Election Assistance Commission (EAC) to allocate to states, the District of Columbia and U.S. Territories "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle." The CARES Act provided the funds to EAC under Section 101 of the Help America Vote Act (HAVA) which authorizes EAC to provide funds to states to "improve the administration of federal elections." The EAC followed the requirements of Section 101 and allocated a portion the funds to the State of New Hampshire to address issues arising from the pandemic during the primary election in September 2020 and the general election in November 2020.

Expected Number of Sub-Awards: Up to 237

CFDA Number(s): 90.404

Cost Sharing or Matching Requirement: Yes

Version: 1

Posted Date: 8/10/2020

Last Updated Date: 8/10/2020

Original Closing Date for Applications: There is no application requirement under this opportunity. Cities, towns and unincorporated places will be required to return the signed Grant Agreement and required Certifications within 30 days of the "Posted Date" above.

Current Closing Date for Applications: There is no application requirement under this opportunity. Cities, towns and unincorporated places will be required to return the signed Grant Agreement and required Certifications within 30 days of the "Posted Date" above.

Estimated Total Program Funding:

Total Program Funding: Up to \$3,000,000

Award Ceiling: \$207,315.88

Award Floor: \$47.54

**Eligibility**

Eligible Applicants: Cities, Towns, and Unincorporated Places within New Hampshire

Additional Information on Eligibility The State of New Hampshire has received approval from the U.S. Election Assistance Commission (EAC) for the use of a Statewide Standard Cost Rate. Under the Statewide Standard Cost Rate, cities, towns and unincorporated places will be reimbursed a fixed rate for each absentee ballot mailed and/or processed for both the Primary election in September and the General Election in November in excess of the total number of ballots processed during the Primary and General elections in 2016. This rate will be based upon time studies determined by the Secretary of State.

Each city, town and unincorporated place will be allowed to claim funds up to a maximum based upon its proportionate share of the funds as defined by its relative share of the ballots cast in 2016.

**Additional Information**

Agency Name: New Hampshire Secretary of State

Grantor Contact Information: General Election Questions:  
[NHvotes@sos.nh.gov](mailto:NHvotes@sos.nh.gov)

Grant Related Questions:  
[Vote@berrydunn.com](mailto:Vote@berrydunn.com)  
(603) 518-2650

Additional Funding: The State of New Hampshire has also been awarded funds from the EAC under the 2020 HAVA Election Security Grant. Some funding may be distributed to the Cities, Towns and Unincorporated places under that award.

# GRANT AGREEMENT



**FORM NUMBER P-37 (version 12/11/2019)**

Notice: This agreement and all of its attachments shall become public upon submission to Secretary of State. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name  State of New Hampshire Secretary of State		1.2 State Agency Address  State House Room 204, 107 N. Main Street Concord, New Hampshire 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number  DC20101CARES	1.7 Completion Date  December 31, 2020	1.8 Price Limitation
1.9 Contracting Officer for State Agency  David Scanlan		1.10 State Agency Telephone Number  (603) 271-3242	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory  David Scanlan, Deputy Secretary of State	

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached TERMS AND CONDITIONS which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in the TERMS AND CONDITIONS, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in the TERMS AND CONDITIONS which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing

in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached TERMS AND CONDITIONS. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which

shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in the TERMS AND CONDITIONS) shall control.

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

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached TERMS AND CONDITIONS are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

### Instructions to complete the Grant Agreement

Line 1.3	This will be the specific City, Town or Unincorporated Place
Line 1.4	This will be the specific address of the City, Town or Unincorporated Place
Line 1.5	This will be the specific phone number of the City, Town or Unincorporated Place
Line 1.8	This will be the specific price maximum as defined on Attachment B
Line 1.11 + 1.12	This will be signed and dated by the person authorized to signed on behalf of the City, Town or Unincorporated Place by the governing body.
Line 1.13	This will be signed by the Deputy Secretary of State after the signed agreements are received from the respective City, Town or Unincorporated Place.

Please return the signed agreement to BerryDunn at [Vote@berrydunn.com](mailto:Vote@berrydunn.com), no later than Friday, August 28, 2020. If the City, Town or Unincorporated Place does not wish to participate in the grant, please notify BerryDunn via email at [Vote@berrydunn.com](mailto:Vote@berrydunn.com).

See the listing below for what is included in a completed signed agreement:

- Signed Form P-37
  - o This includes the pages of provisions that are dated and initialed
- Signed Attachment A
- Signed Attachment F
- Evidence that the City, Town or Unincorporated Place complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. Municipalities using the designated signing authority option must also attach evidence demonstrating the authority to sign. This can be supported by providing copies of Board minutes.



# **TERMS AND CONDITIONS**

The New Hampshire Secretary of State (NH SoS) hereby offers and agrees to pay eighty (80) percent of the allowable costs incurred “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” These funds are a sub-grant of the funds received by the NH SoS from the Election Assistance Commission (EAC) through the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136).

This Offer is made on and subject to the following terms and conditions:

## **CONDITIONS**

**1. Maximum Obligation.** See Attachment B for the maximum obligation of the State payable to each individual City, Town or Unincorporated Place under this Offer.

**2. Period of Performance.** The CARES Act makes clear that states must spend all federal funds by December 31, 2020 or return any unspent funds as of that date to the U.S. Treasury. The project period on the Notice of Grant Award is March 28, 2020 through March 27, 2022. However, states cannot spend any federal funds on activities after December 31, 2020. The budget period for the federal funds ends on the Notice of Grant Award on December 31, 2020.

**3. Ineligible or Unallowable Costs.** The State of New Hampshire has received approval from the U.S. Election Assistance Commission (EAC) for the use of a Statewide Standard Cost Rate. Under the Statewide Standard Cost Rate, Cities, Towns and Unincorporated Places will be reimbursed a fixed rate for each absentee ballot mailed and/or processed for those ballots that were processed in excess of the absentee ballots during 2016 for both the Primary election in September and the General Election in November. This rate will be based upon time studies determined by the Secretary of State. See Attachment B for the listing of ballots mailed and ballots cast in 2016 for each individual City, Town and Unincorporated Place.

**4. Indirect Costs.** There are no indirect costs allowable under the sub-grant.

**5. Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the City, Town or Unincorporated Place.

**6. Improper Use of Federal and State Funds.** The City, Town or Unincorporated Place must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. The City, Town or Unincorporated Place must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The City, Town or Unincorporated Place must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the City, Town or Unincorporated Place, in court or otherwise, involving the recovery of such Federal and State share require advance approval by the State.

**7. System for Award Management (SAM) Registration and Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the City, Town or Unincorporated Place is exempted from this requirement under 2 CFR 25.110, the City, Town or Unincorporated Place must maintain the currency of its information in the SAM until the City, Town or Unincorporated Place submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the the City, Town or Unincorporated Place review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers: The City, Town or Unincorporated Place must provide its DUNS number as part of accepting the grant. If the City, Town or Unincorporated Place does not have a DUNS number, they should apply for such. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (<https://www.dnb.com/duns-number/get-a-duns.html>).

**8. Payment Requests.** Payments will be made to Cities, Towns and Unincorporated Places through reimbursement requests. This requests will be due by Monday, September 14, 2020 for the Primary Election and Monday, November 9, 2020 for the General Election. See Attachment C for the reimbursement request and certification to be used for payment requests based on the approved the Statewide Standard Cost Rate. See also Attachment D for the instruction on completing the reimbursement requests.

**9. Financial Reporting and Payment Requirements.** The City, Town or Unincorporated Place will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**10. Buy American.** Under SPE Memo SPE-2020-11, Supplement 2, the exception to Buy American has been extended through September 30, 2020. The U.S. General Services Administration has deemed that there is still not sufficient supply related to PPE to enforce the Buy American statute.

**11. Maintenance of Records:** In addition to the eligibility records specified above, the City, Town or Unincorporated Place covenants and agrees to maintain the following records during the Contract Period:

Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the City, Town or Unincorporated Place in the performance of the Contract, and all income received or collected by the City, Town or Unincorporated Place during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**12. Audit:** Cities, Towns or Unincorporated Places are required to have an annual audit. If the City, Town or Unincorporated place expended over \$750,000, the report must be prepared in accordance with the provision of Office of Management and Budget 2 *CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

Audit and Review: During the term of this Contract and the period for retention hereunder, the State, the United States Election Assistance Commission, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the City, Town or Unincorporated Place that the City, Town or Unincorporated Place shall be held liable for any state or federal audit exceptions and shall return to the Secretary of State, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

**13. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the City, Town or Unincorporated Place must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the State whenever the City, Town or Unincorporated Place: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

See Attachment E for instructions as to how to verify if an individual or vendor has been classified as Suspended or Debarred.

**14. Trafficking in Persons.** See Attachment A. This certification is to be signed and returned to the State with the Grant Agreement.

**15. Americans with Disabilities Act.** The City, Town or Unincorporated Place agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

**16. Drug-Free Workplace Requirement.** See Attachment F. This certification is to be signed and returned to the State with the Grant Agreement.

**17. Environmental Tobacco Smoke.** The City, Town or Unincorporated Place agrees to comply with the provisions of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

**18. Availability of Funds.** Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the City, Town or Unincorporated Place notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

**19. Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the City, Town or Unincorporated Place between the commencement date and the Effective Date shall be performed at the sole risk of the City, Town or Unincorporated Place and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.

**20. Assignment of Interest.** The City, Town or Unincorporated Place shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the City, Town or Unincorporated Place without the prior written consent of the State.

**21. Other Sources of Federal Awards.** There are other grant funds available to Cities, Towns or Unincorporated Places that can be used for expenditures related to the Elections. An example of these funds are the Governor's Office for Emergency Relief and Recovery Grants (GOFERR). If the specific Cities, Towns or Unincorporated Place is anticipating utilizing these funds for any Election related activities, please consult BerryDunn at [Vote@berrydunn.com](mailto:Vote@berrydunn.com) in advance of submitting any reimbursement requests in order to verify the appropriate use of such funds.

**22. Signature Authority.** The Cities, Towns or Unincorporated Places must attach evidence that they have complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. Municipalities using the designated signing authority option must also attach evidence demonstrating the authority to sign. Congress has imposed a requirement that a report on the use of CARES funds must be made by the State within 20 days of each election. Therefore, this



agreement requires each Town, City, or Unincorporated Place to submit the reimbursement request by the Friday following the election. The standard cost rate procedure limits the information required immediately after each election to the number of absentee ballots mailed and the number of absentee ballots cast. The clerk maintains a record of all absentee ballots mailed in the Statewide Voter Registration System and the number of absentee ballots cast is reported by the clerk to the Secretary of State on election night. As most governing bodies do not meet frequently enough to satisfy the immediate reporting requirement, it is strongly recommend that the governing body authorize the town/city clerk to certify the reimbursement requests.

**ATTACHMENT A**  
**EAC CERTIFICATIONS**

**To: US Election Assistance Commission**

**Standard Certifications**

**Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Certification Regarding Trafficking in Persons**

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
  - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    2. Procure a commercial sex act during the period of time that the award is in effect; or
    3. Use forced labor in the performance of the award or subawards under the award.

B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity

1. Violates a prohibition in paragraph A of this award term; or
2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
  - a. Associated with performance under this award; or
  - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)”.

II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—

A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or

B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is –

1. Associated with performance under this award; or
2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.

III. Provisions applicable to any recipient.

A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.

B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.

IV. Definitions. For purposes of this award term:

A. “Employee” means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. “Private entity”:

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
2. Includes:
  - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b. A for-profit organization. d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT B**  
**ALLOCATIONS TO MUNICIPALITIES**

**Attachment B - Allocations to Municipalities**

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Acworth	12	59	71	10	54	64	171	575	746	0.1%	\$2,364.25	\$472.85	\$2,837.10
Albany	5	49	54	3	45	48	123	410	533	0.1%	\$1,689.21	\$337.84	\$2,027.05
Alexandria	15	93	108	11	85	96	276	980	1,256	0.1%	\$3,980.57	\$796.11	\$4,776.68
Allenstown	11	102	113	10	98	108	519	2,251	2,770	0.3%	\$8,778.80	\$1,755.76	\$10,534.56
Alstead	9	83	92	8	72	80	286	1,055	1,341	0.1%	\$4,249.95	\$849.99	\$5,099.94
Alton	67	603	670	52	573	625	1,009	3,585	4,594	0.5%	\$14,559.49	\$2,911.90	\$17,471.39
Amherst	223	1,072	1,295	144	981	1,125	1,926	7,670	9,596	1.0%	\$30,412.03	\$6,082.41	\$36,494.44
Andover	32	127	159	25	119	144	492	1,461	1,953	0.2%	\$6,189.53	\$1,237.91	\$7,427.43
Antrim	25	124	149	19	118	137	389	1,548	1,937	0.2%	\$6,138.82	\$1,227.76	\$7,366.58
Ashland	10	85	95	5	82	87	300	1,132	1,432	0.2%	\$4,538.35	\$907.67	\$5,446.02
Atkinson	91	576	667	71	541	612	1,316	4,581	5,897	0.6%	\$18,689.01	\$3,737.80	\$22,426.81
Auburn	34	278	312	23	260	283	949	3,580	4,529	0.5%	\$14,353.49	\$2,870.70	\$17,224.19
Barnstead	25	188	213	19	173	192	709	2,817	3,526	0.4%	\$11,174.74	\$2,234.95	\$13,409.69
Barrington	78	382	460	51	346	397	1,175	5,366	6,541	0.7%	\$20,730.00	\$4,146.00	\$24,876.00
Bartlett	38	331	369	34	304	338	584	1,984	2,568	0.3%	\$8,138.61	\$1,627.72	\$9,766.33
Bath	7	48	55	7	46	53	165	562	727	0.1%	\$2,304.04	\$460.81	\$2,764.85
Bedford	480	2,951	3,431	335	2,748	3,083	3,947	13,657	17,604	1.9%	\$55,791.31	\$11,158.26	\$66,949.57
Belmont	53	261	314	32	247	279	984	3,765	4,749	0.5%	\$15,050.72	\$3,010.14	\$18,060.87
Bennington	4	51	55	4	48	52	217	827	1,044	0.1%	\$3,308.69	\$661.74	\$3,970.42
Benton	0	56	56	0	49	49	62	191	253	0.0%	\$801.82	\$160.36	\$962.18
Berlin	63	318	381	58	315	373	1,120	4,065	5,185	0.5%	\$16,432.51	\$3,286.50	\$19,719.02
Bethlehem	14	200	214	11	190	201	327	1,487	1,814	0.2%	\$5,749.00	\$1,149.80	\$6,898.80
Boscawen	20	259	279	14	226	240	506	1,939	2,445	0.3%	\$7,748.79	\$1,549.76	\$9,298.55
Bow	134	682	816	93	590	683	1,872	5,169	7,041	0.7%	\$22,314.62	\$4,462.92	\$26,777.55
Bradford	32	124	156	22	119	141	400	1,010	1,410	0.1%	\$4,468.63	\$893.73	\$5,362.36
Brentwood	102	434	536	86	397	483	780	2,594	3,374	0.4%	\$10,693.02	\$2,138.60	\$12,831.62
Bridgewater	11	122	133	5	120	125	239	719	958	0.1%	\$3,036.13	\$607.23	\$3,643.36
Bristol	9	208	217	10	203	213	488	1,697	2,185	0.2%	\$6,924.79	\$1,384.96	\$8,309.75
Brookfield	9	42	51	7	37	44	170	459	629	0.1%	\$1,993.45	\$398.69	\$2,392.14
Brookline	45	323	368	29	287	316	722	3,210	3,932	0.4%	\$12,461.45	\$2,492.29	\$14,953.74
Campton	22	225	247	17	207	224	470	1,941	2,411	0.3%	\$7,641.04	\$1,528.21	\$9,169.25
Canaan	30	187	217	20	177	197	378	1,954	2,332	0.2%	\$7,390.67	\$1,478.13	\$8,868.80
Candia	41	201	242	33	190	223	797	2,636	3,433	0.4%	\$10,880.00	\$2,176.00	\$13,056.00
Canterbury	47	160	207	27	131	158	598	1,619	2,217	0.2%	\$7,026.21	\$1,405.24	\$8,431.45
Carroll	11	70	81	8	64	72	128	493	621	0.1%	\$1,968.10	\$393.62	\$2,361.72
Center Harbor	20	126	146	19	121	140	277	736	1,013	0.1%	\$3,210.44	\$642.09	\$3,852.53
Charlestown	14	176	190	12	170	182	473	2,417	2,890	0.3%	\$9,159.11	\$1,831.82	\$10,990.93
Chatham	1	24	25	1	22	23	53	209	262	0.0%	\$830.34	\$166.07	\$996.41
Chester	30	258	288	30	221	251	803	3,041	3,844	0.4%	\$12,182.56	\$2,436.51	\$14,619.07
Chesterfield	48	238	286	32	227	259	513	2,223	2,736	0.3%	\$8,671.04	\$1,734.21	\$10,405.25
Chichester	27	98	125	22	92	114	523	1,612	2,135	0.2%	\$6,766.33	\$1,353.27	\$8,119.59
Claremont	72	437	509	48	427	475	1,216	5,727	6,943	0.7%	\$22,004.04	\$4,400.81	\$26,404.85
Clarksville	5	22	27	5	21	26	63	180	243	0.0%	\$770.13	\$154.03	\$924.15
Colebrook	17	106	123	10	85	95	339	1,063	1,402	0.1%	\$4,443.28	\$888.66	\$5,331.93
Columbia	11	32	43	10	29	39	118	352	470	0.0%	\$1,489.54	\$297.91	\$1,787.45
Concord	480	2,205	2,685	320	2,016	2,336	7,169	22,864	30,033	3.2%	\$95,181.80	\$19,036.36	\$114,218.16

**Attachment B - Allocations to Municipalities**

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Conway	88	795	883	71	759	830	1,049	5,312	6,361	0.7%	\$20,159.54	\$4,031.91	\$24,191.45
Cornish	0	87	87	12	85	97	264	1,059	1,323	0.1%	\$4,192.91	\$838.58	\$5,031.49
Croydon	5	30	35	4	29	33	182	439	621	0.1%	\$1,968.10	\$393.62	\$2,361.72
Dalton	8	50	58	8	50	58	145	512	657	0.1%	\$2,082.19	\$416.44	\$2,498.63
Danbury	12	62	74	11	62	73	214	706	920	0.1%	\$2,915.70	\$583.14	\$3,498.84
Danville	24	176	200	22	168	190	646	2,612	3,258	0.3%	\$10,325.39	\$2,065.08	\$12,390.46
Deerfield	51	225	276	36	191	227	840	2,915	3,755	0.4%	\$11,900.50	\$2,380.10	\$14,280.60
Deering	10	76	86	9	75	84	326	1,073	1,399	0.1%	\$4,433.77	\$886.75	\$5,320.52
Derry	212	1,390	1,602	110	1,258	1,368	3,576	17,399	20,975	2.2%	\$66,474.82	\$13,294.96	\$79,769.79
Dixville	5	1	6	5	1	6	7	8	15	0.0%	\$47.54	\$9.51	\$57.05
Dorchester	5	25	30	4	24	28	81	221	302	0.0%	\$957.11	\$191.42	\$1,148.53
Dover	220	1,799	2,019	142	1,698	1,840	3,615	17,678	21,293	2.2%	\$67,482.64	\$13,496.53	\$80,979.17
Dublin	30	184	214	23	161	184	387	1,063	1,450	0.2%	\$4,595.40	\$919.08	\$5,514.48
Dummer	5	32	37	5	29	34	60	180	240	0.0%	\$760.62	\$152.12	\$912.74
Dunbarton	33	156	189	23	145	168	642	1,841	2,483	0.3%	\$7,869.22	\$1,573.84	\$9,443.07
Durham	115	842	957	80	770	850	1,298	9,721	11,019	1.2%	\$34,921.86	\$6,984.37	\$41,906.23
East Kingston	25	154	179	22	145	167	434	1,578	2,012	0.2%	\$6,376.51	\$1,275.30	\$7,651.81
Easton	7	24	31	7	24	31	101	200	301	0.0%	\$953.94	\$190.79	\$1,144.73
Eaton	4	38	42	3	37	40	128	293	421	0.0%	\$1,334.25	\$266.85	\$1,601.10
Effingham	12	79	91	12	73	85	236	868	1,104	0.1%	\$3,498.84	\$699.77	\$4,198.61
Ellsworth	0	5	5	0	5	5	23	58	81	0.0%	\$256.71	\$51.34	\$308.05
Enfield	48	302	350	40	295	335	553	2,622	3,175	0.3%	\$10,062.34	\$2,012.47	\$12,074.81
Epping	50	367	417	32	347	379	948	4,040	4,988	0.5%	\$15,808.17	\$3,161.63	\$18,969.81
Epsom	32	241	273	16	209	225	671	2,694	3,365	0.4%	\$10,664.49	\$2,132.90	\$12,797.39
Errol	5	25	30	2	25	27	92	219	311	0.0%	\$985.63	\$197.13	\$1,182.76
Exeter	262	1,570	1,832	135	1,446	1,581	2,343	9,551	11,894	1.3%	\$37,694.95	\$7,538.99	\$45,233.94
Farmington	29	213	242	19	203	222	611	3,181	3,792	0.4%	\$12,017.76	\$2,403.55	\$14,421.31
Fitzwilliam	30	120	150	21	110	131	363	1,292	1,655	0.2%	\$5,245.09	\$1,049.02	\$6,294.11
Francestown	41	142	183	33	124	157	373	1,041	1,414	0.1%	\$4,481.31	\$896.26	\$5,377.57
Franconia	24	164	188	19	148	167	294	764	1,058	0.1%	\$3,353.06	\$670.61	\$4,023.67
Franklin	41	256	297	31	241	272	1,070	3,902	4,972	0.5%	\$15,757.46	\$3,151.49	\$18,908.96
Freedom	24	151	175	21	149	170	350	969	1,319	0.1%	\$4,180.23	\$836.05	\$5,016.27
Fremont	16	209	225	10	189	199	652	2,791	3,443	0.4%	\$10,911.70	\$2,182.34	\$13,094.03
Gilford	113	767	880	84	728	812	1,471	4,800	6,271	0.7%	\$19,874.31	\$3,974.86	\$23,849.17
Gilmanton	51	241	292	47	237	284	683	2,297	2,980	0.3%	\$9,444.34	\$1,888.87	\$11,333.20
Gilsum	8	48	56	3	38	41	125	462	587	0.1%	\$1,860.34	\$372.07	\$2,232.41
Goffstown	215	986	1,201	159	873	1,032	2,522	9,980	12,502	1.3%	\$39,621.85	\$7,924.37	\$47,546.22
Gorham	9	166	175	10	156	166	386	1,563	1,949	0.2%	\$6,176.85	\$1,235.37	\$7,412.22
Goshen	10	48	58	10	45	55	150	457	607	0.1%	\$1,923.73	\$384.75	\$2,308.47
Grafton	9	55	64	8	54	62	192	733	925	0.1%	\$2,931.55	\$586.31	\$3,517.86
Grantham	51	307	358	43	286	329	617	2,127	2,744	0.3%	\$8,696.40	\$1,739.28	\$10,435.68
Greenfield	6	52	58	4	51	55	261	940	1,201	0.1%	\$3,806.26	\$761.25	\$4,567.51
Greenland	44	326	370	34	313	347	694	2,661	3,355	0.4%	\$10,632.80	\$2,126.56	\$12,759.36
Greenville	12	64	76	9	65	74	226	994	1,220	0.1%	\$3,866.47	\$773.29	\$4,639.77
Groton	1	24	25	0	25	25	112	335	447	0.0%	\$1,416.65	\$283.33	\$1,699.98
Hale's Location	3	39	42	3	37	40	59	126	185	0.0%	\$586.31	\$117.26	\$703.57

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Hampstead	71	565	636	54	527	581	1,306	5,535	6,841	0.7%	\$21,680.78	\$4,336.16	\$26,016.93
Hampton	198	1,758	1,956	140	1,634	1,774	2,268	10,419	12,687	1.3%	\$40,208.16	\$8,041.63	\$48,249.79
Hampton Falls	37	187	224	24	161	185	478	1,615	2,093	0.2%	\$6,633.22	\$1,326.64	\$7,959.86
Hancock	24	145	169	23	132	155	548	1,235	1,783	0.2%	\$5,650.76	\$1,130.15	\$6,780.91
Hanover	255	1,399	1,654	144	1,257	1,401	1,277	7,930	9,207	1.0%	\$29,179.20	\$5,835.84	\$35,015.04
Harrisville	19	80	99	15	74	89	273	700	973	0.1%	\$3,083.67	\$616.73	\$3,700.41
Hart's Location	0	16	16	0	16	16	19	39	58	0.0%	\$183.82	\$36.76	\$220.58
Haverhill	38	259	297	20	249	269	556	2,193	2,749	0.3%	\$8,712.24	\$1,742.45	\$10,454.69
Hebron	17	71	88	14	70	84	187	447	634	0.1%	\$2,009.30	\$401.86	\$2,411.16
Henniker	41	253	294	26	217	243	703	2,759	3,462	0.4%	\$10,971.91	\$2,194.38	\$13,166.29
Hill	7	38	45	3	35	38	191	562	753	0.1%	\$2,386.44	\$477.29	\$2,863.73
Hillsborough	43	208	251	33	188	221	747	3,051	3,798	0.4%	\$12,036.78	\$2,407.36	\$14,444.13
Hinsdale	14	133	147	12	125	137	325	1,799	2,124	0.2%	\$6,731.47	\$1,346.29	\$8,077.76
Holderness	61	192	253	46	172	218	482	1,342	1,824	0.2%	\$5,780.69	\$1,156.14	\$6,936.83
Hollis	88	804	892	55	721	776	1,196	5,292	6,488	0.7%	\$20,562.03	\$4,112.41	\$24,674.44
Hooksett	108	796	904	88	754	842	1,997	8,246	10,243	1.1%	\$32,462.53	\$6,492.51	\$38,955.04
Hopkinton	123	573	696	85	535	620	1,538	3,976	5,514	0.6%	\$17,475.19	\$3,495.04	\$20,970.23
Hudson	120	1,165	1,285	82	1,078	1,160	2,581	13,535	16,116	1.7%	\$51,075.48	\$10,215.10	\$61,290.58
Jackson	33	175	208	25	175	200	240	698	938	0.1%	\$2,972.75	\$594.55	\$3,567.30
Jaffrey	53	269	322	32	237	269	765	2,893	3,658	0.4%	\$11,593.08	\$2,318.62	\$13,911.70
Jefferson	12	69	81	14	73	87	234	638	872	0.1%	\$2,763.58	\$552.72	\$3,316.29
Keene	311	1,172	1,483	183	1,034	1,217	3,265	12,887	16,152	1.7%	\$51,189.57	\$10,237.91	\$61,427.49
Kensington	8	125	133	4	105	109	369	1,418	1,787	0.2%	\$5,663.43	\$1,132.69	\$6,796.12
Kingston	36	338	374	34	306	340	827	3,754	4,581	0.5%	\$14,518.29	\$2,903.66	\$17,421.95
Laconia	157	869	1,026	99	758	857	2,741	8,187	10,928	1.2%	\$34,633.46	\$6,926.69	\$41,560.15
Lancaster	31	195	226	24	181	205	554	1,652	2,206	0.2%	\$6,991.34	\$1,398.27	\$8,389.61
Landaff	4	20	24	4	17	21	74	257	331	0.0%	\$1,049.02	\$209.80	\$1,258.82
Langdon	0	28	28	3	27	30	89	402	491	0.1%	\$1,556.10	\$311.22	\$1,867.32
Lebanon	133	996	1,129	76	932	1,008	1,620	7,408	9,028	1.0%	\$28,611.90	\$5,722.38	\$34,334.29
Lee	38	252	290	27	234	261	644	2,694	3,338	0.4%	\$10,578.93	\$2,115.79	\$12,694.71
Lempster	17	65	82	15	60	75	215	686	901	0.1%	\$2,855.49	\$571.10	\$3,426.58
Lincoln*	25	153	178	23	147	170	222	862	1,084	0.1%	\$3,435.46	\$687.09	\$4,122.55
Lisbon	11	66	77	7	59	66	171	732	903	0.1%	\$2,861.82	\$572.36	\$3,434.19
Litchfield	30	407	437	18	380	398	936	5,034	5,970	0.6%	\$18,920.37	\$3,784.07	\$22,704.44
Littleton	65	355	420	50	331	381	751	2,994	3,745	0.4%	\$11,868.81	\$2,373.76	\$14,242.57
Londonderry	239	1,764	2,003	157	1,622	1,779	3,369	14,416	17,785	1.9%	\$56,364.94	\$11,272.99	\$67,637.93
Loudon	35	280	315	23	256	279	937	3,362	4,299	0.5%	\$13,624.57	\$2,724.91	\$16,349.48
Lyman	4	33	37	3	26	29	93	331	424	0.0%	\$1,343.76	\$268.75	\$1,612.51
Lyme	49	213	262	35	214	249	365	1,200	1,565	0.2%	\$4,959.86	\$991.97	\$5,951.83
Lyndeborough	17	87	104	15	84	99	334	1,086	1,420	0.2%	\$4,500.32	\$900.06	\$5,400.39
Madbury	23	117	140	15	101	116	321	1,164	1,485	0.2%	\$4,706.32	\$941.26	\$5,647.59
Madison	26	201	227	17	190	207	433	1,497	1,930	0.2%	\$6,116.63	\$1,223.33	\$7,339.96
Manchester	1,096	4,594	5,690	834	4,229	5,063	14,376	51,039	65,415	6.9%	\$207,315.88	\$41,463.18	\$248,779.05
Marlborough	15	99	114	12	94	106	323	1,206	1,529	0.2%	\$4,845.77	\$969.15	\$5,814.92
Marlow	8	36	44	8	29	37	133	459	592	0.1%	\$1,876.19	\$375.24	\$2,251.43
Mason	20	69	89	12	65	77	229	873	1,102	0.1%	\$3,492.50	\$698.50	\$4,191.00

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Meredith*	109	650	759	81	623	704	1,486	4,177	5,663	0.6%	\$17,947.41	\$3,589.48	\$21,536.89
Merrimack	192	1,652	1,844	112	1,472	1,584	3,767	15,389	19,156	2.0%	\$60,709.97	\$12,141.99	\$72,851.97
Middleton	5	49	54	5	48	53	234	948	1,182	0.1%	\$3,746.04	\$749.21	\$4,495.25
Milan	7	70	77	7	68	75	203	766	969	0.1%	\$3,070.99	\$614.20	\$3,685.19
Milford	122	720	842	85	670	755	1,817	8,378	10,195	1.1%	\$32,310.41	\$6,462.08	\$38,772.49
Millsfield	0	7	7	0	7	7	16	21	37	0.0%	\$117.26	\$23.45	\$140.71
Milton	28	186	214	19	163	182	532	2,374	2,906	0.3%	\$9,209.81	\$1,841.96	\$11,051.78
Monroe	13	65	78	8	63	71	129	502	631	0.1%	\$1,999.79	\$399.96	\$2,399.75
Mont Vernon	25	166	191	18	155	173	505	1,579	2,084	0.2%	\$6,604.70	\$1,320.94	\$7,925.64
Moultonborough	96	715	811	53	660	713	1,210	3,276	4,486	0.5%	\$14,217.21	\$2,843.44	\$17,060.66
Nashua	612	3,924	4,536	392	3,499	3,891	8,726	43,604	52,330	5.5%	\$165,846.36	\$33,169.27	\$199,015.63
Nelson	25	76	101	16	68	84	184	448	632	0.1%	\$2,002.96	\$400.59	\$2,403.55
New Boston*	53	303	356	45	288	333	978	3,452	4,430	0.5%	\$14,039.74	\$2,807.95	\$16,847.68
New Castle	44	182	226	36	162	198	409	822	1,231	0.1%	\$3,901.34	\$780.27	\$4,681.60
New Durham	22	162	184	19	150	169	410	1,689	2,099	0.2%	\$6,652.24	\$1,330.45	\$7,982.68
New Hampton	28	161	189	22	148	170	439	1,394	1,833	0.2%	\$5,809.22	\$1,161.84	\$6,971.06
New Ipswich	30	237	267	28	222	250	666	2,862	3,528	0.4%	\$11,181.08	\$2,236.22	\$13,417.30
New London*	118	509	627	99	477	576	1,172	3,088	4,260	0.5%	\$13,500.97	\$2,700.19	\$16,201.16
Newbury	39	249	288	37	235	272	492	1,377	1,869	0.2%	\$5,923.31	\$1,184.66	\$7,107.97
Newfields	26	142	168	21	129	150	437	1,177	1,614	0.2%	\$5,115.15	\$1,023.03	\$6,138.19
Newington	10	97	107	10	94	104	213	617	830	0.1%	\$2,630.47	\$526.09	\$3,156.56
Newmarket	57	557	614	45	497	542	1,177	5,523	6,700	0.7%	\$21,233.91	\$4,246.78	\$25,480.69
Newport	42	268	310	33	243	276	800	3,001	3,801	0.4%	\$12,046.28	\$2,409.26	\$14,455.54
Newton	20	177	197	14	156	170	521	2,770	3,291	0.3%	\$10,429.97	\$2,085.99	\$12,515.97
North Hampton	85	557	642	54	526	580	870	3,233	4,103	0.4%	\$13,003.39	\$2,600.68	\$15,604.07
Northfield	17	199	216	13	189	202	652	2,417	3,069	0.3%	\$9,726.40	\$1,945.28	\$11,671.68
Northumberland	36	130	166	29	123	152	308	1,025	1,333	0.1%	\$4,224.60	\$844.92	\$5,069.52
Northwood	24	191	215	18	175	193	699	2,658	3,357	0.4%	\$10,639.14	\$2,127.83	\$12,766.97
Nottingham	49	365	414	36	331	367	754	3,166	3,920	0.4%	\$12,423.42	\$2,484.68	\$14,908.11
Orange	0	21	21	3	18	21	64	174	238	0.0%	\$754.28	\$150.86	\$905.14
Orford	19	112	131	19	106	125	234	751	985	0.1%	\$3,121.70	\$624.34	\$3,746.04
Ossipee	40	303	343	36	295	331	643	2,252	2,895	0.3%	\$9,174.95	\$1,834.99	\$11,009.94
Pelham	62	707	769	47	650	697	1,246	7,841	9,087	1.0%	\$28,798.89	\$5,759.78	\$34,558.67
Pembroke	54	304	358	47	354	401	945	4,072	5,017	0.5%	\$15,900.08	\$3,180.02	\$19,080.10
Peterborough	101	598	699	78	59	137	1,367	4,016	5,383	0.6%	\$17,060.02	\$3,412.00	\$20,472.03
Piermont*	7	26	33	7	25	32	124	406	530	0.1%	\$1,679.70	\$335.94	\$2,015.64
Pittsburg	6	67	73	6	65	71	182	487	669	0.1%	\$2,120.22	\$424.04	\$2,544.27
Pittsfield	30	137	167	17	121	138	688	2,008	2,696	0.3%	\$8,544.27	\$1,708.85	\$10,253.13
Plainfield	53	187	240	35	166	201	410	1,520	1,930	0.2%	\$6,116.63	\$1,223.33	\$7,339.96
Plaistow	58	387	445	31	358	389	933	4,487	5,420	0.6%	\$17,177.28	\$3,435.46	\$20,612.74
Plymouth	36	254	290	25	239	264	746	3,817	4,563	0.5%	\$14,461.24	\$2,892.25	\$17,353.49
Portsmouth	287	1,970	2,257	174	1,778	1,952	3,521	13,544	17,065	1.8%	\$54,083.09	\$10,816.62	\$64,899.71
Randolph	19	73	92	16	72	88	114	260	374	0.0%	\$1,185.30	\$237.06	\$1,422.36
Raymond	45	422	467	39	387	426	1,122	5,488	6,610	0.7%	\$20,948.68	\$4,189.74	\$25,138.42
Richmond	14	61	75	11	50	61	192	682	874	0.1%	\$2,769.92	\$553.98	\$3,323.90
Rindge	45	283	328	31	284	315	846	3,540	4,386	0.5%	\$13,900.29	\$2,780.06	\$16,680.35



**Attachment B - Allocations to Municipalities**

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Rochester	134	1,088	1,222	92	1,038	1,130	3,289	15,430	18,719	2.0%	\$59,325.02	\$11,865.00	\$71,190.02
Rollinsford	19	137	156	15	130	145	339	1,635	1,974	0.2%	\$6,256.08	\$1,251.22	\$7,507.30
Roxbury	0	13	13	0	10	10	36	143	179	0.0%	\$567.29	\$113.46	\$680.75
Rumney	19	106	125	17	98	115	314	904	1,218	0.1%	\$3,860.14	\$772.03	\$4,632.16
Rye	159	999	1,158	129	945	1,074	1,344	4,114	5,458	0.6%	\$17,297.72	\$3,459.54	\$20,757.26
Salem	169	1,598	1,767	114	1,483	1,597	3,295	16,422	19,717	2.1%	\$62,487.92	\$12,497.58	\$74,985.50
Salisbury	7	49	56	5	48	53	277	834	1,111	0.1%	\$3,521.03	\$704.21	\$4,225.23
Sanbornton	47	206	253	32	220	252	719	1,948	2,667	0.3%	\$8,452.36	\$1,690.47	\$10,142.84
Sandown	28	300	328	15	263	278	457	3,631	4,088	0.4%	\$12,955.86	\$2,591.17	\$15,547.03
Sandwich	25	147	172	19	138	157	390	1,025	1,415	0.1%	\$4,484.48	\$896.90	\$5,381.37
Seabrook	38	446	484	40	412	452	877	4,587	5,464	0.6%	\$17,316.73	\$3,463.35	\$20,780.08
Sharon	3	45	48	3	35	38	102	248	350	0.0%	\$1,109.23	\$221.85	\$1,331.08
Shelburne	7	47	54	6	40	46	85	259	344	0.0%	\$1,090.22	\$218.04	\$1,308.26
Somersworth	41	401	442	36	384	420	1,001	5,587	6,588	0.7%	\$20,878.96	\$4,175.79	\$25,054.75
South Hampton	5	58	63	4	55	59	136	604	740	0.1%	\$2,345.24	\$469.05	\$2,814.29
Springfield	9	92	101	7	79	86	265	833	1,098	0.1%	\$3,479.83	\$695.97	\$4,175.79
Stark	3	29	32	3	29	32	82	303	385	0.0%	\$1,220.16	\$244.03	\$1,464.19
Stewartstown	8	39	47	6	39	45	101	358	459	0.0%	\$1,454.68	\$290.94	\$1,745.62
Stoddard	16	103	119	14	94	108	236	785	1,021	0.1%	\$3,235.79	\$647.16	\$3,882.95
Strafford	38	300	338	27	299	326	717	2,610	3,327	0.4%	\$10,544.06	\$2,108.81	\$12,652.88
Stratford	9	24	33	8	23	31	83	281	364	0.0%	\$1,153.60	\$230.72	\$1,384.32
Stratham	113	985	1,098	81	939	1,020	1,253	4,997	6,250	0.7%	\$19,807.75	\$3,961.55	\$23,769.30
Sugar Hill	19	63	82	19	60	79	194	435	629	0.1%	\$1,993.45	\$398.69	\$2,392.14
Sullivan	8	30	38	6	31	37	121	414	535	0.1%	\$1,695.54	\$339.11	\$2,034.65
Sunapee	61	368	429	55	342	397	662	2,175	2,837	0.3%	\$8,991.14	\$1,798.23	\$10,789.36
Surry	3	42	45	2	32	34	127	520	647	0.1%	\$2,050.50	\$410.10	\$2,460.60
Sutton	16	130	146	11	114	125	400	1,289	1,689	0.2%	\$5,352.85	\$1,070.57	\$6,423.42
Swanzy	66	291	357	43	279	322	826	3,918	4,744	0.5%	\$15,034.88	\$3,006.98	\$18,041.85
Tamworth	41	213	254	25	202	227	466	1,642	2,108	0.2%	\$6,680.76	\$1,336.15	\$8,016.91
Temple	12	78	90	10	74	84	328	880	1,208	0.1%	\$3,828.44	\$765.69	\$4,594.13
Thornton	29	223	252	13	204	217	357	1,541	1,898	0.2%	\$6,015.22	\$1,203.04	\$7,218.26
Tilton	42	194	236	31	174	205	599	1,898	2,497	0.3%	\$7,913.59	\$1,582.72	\$9,496.31
Troy	4	51	55	4	47	51	205	1,030	1,235	0.1%	\$3,914.01	\$782.80	\$4,696.81
Tuftsboro	46	278	324	31	265	296	595	1,706	2,301	0.2%	\$7,292.42	\$1,458.48	\$8,750.91
Unity	5	81	86	4	83	87	212	821	1,033	0.1%	\$3,273.83	\$654.77	\$3,928.59
Wakefield	53	385	438	31	392	423	700	2,861	3,561	0.4%	\$11,285.67	\$2,257.13	\$13,542.80
Walpole	44	228	272	31	212	243	630	2,158	2,788	0.3%	\$8,835.84	\$1,767.17	\$10,603.01
Warner	29	179	208	26	172	198	678	1,838	2,516	0.3%	\$7,973.81	\$1,594.76	\$9,568.57
Warren	9	32	41	8	32	40	176	480	656	0.1%	\$2,079.02	\$415.80	\$2,494.83
Washington	1	107	108	5	78	83	202	718	920	0.1%	\$2,915.70	\$583.14	\$3,498.84
Waterville Valley	37	97	134	28	87	115	111	272	383	0.0%	\$1,213.82	\$242.76	\$1,456.58
Weare	52	443	495	37	404	441	1,148	5,159	6,307	0.7%	\$19,988.40	\$3,997.68	\$23,986.08
Webster	27	99	126	21	88	109	357	1,182	1,539	0.2%	\$4,877.46	\$975.49	\$5,852.95
Wentworth	3	53	56	10	51	61	178	538	716	0.1%	\$2,269.18	\$453.84	\$2,723.01
Westmoreland	0	115	115	10	108	118	299	1,034	1,333	0.1%	\$4,224.60	\$844.92	\$5,069.52
Whitefield	28	130	158	24	120	144	337	1,166	1,503	0.2%	\$4,763.37	\$952.67	\$5,716.04

**Attachment B - Allocations to Municipalities**

Municipality	Ballots Issued to Voters			Ballots Cast by Voters							Grant Allocations		
	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Absentee Ballots	General Absentee Ballots	All Absentee Ballots	Primary Total Ballots	General Total Ballots	Total Ballots	%	Maximum Grant (80%)	Required Match (20%)	Total Expenditure (100%)
Wilmot	15	96	111	8	81	89	310	915	1,225	0.1%	\$3,882.32	\$776.46	\$4,658.78
Wilton	42	237	279	33	220	253	693	2,299	2,992	0.3%	\$9,482.37	\$1,896.47	\$11,378.84
Winchester	25	156	181	21	146	167	345	1,815	2,160	0.2%	\$6,845.56	\$1,369.11	\$8,214.67
Windham	166	1,208	1,374	81	1,092	1,173	1,553	9,024	10,577	1.1%	\$33,521.06	\$6,704.21	\$40,225.27
Windsor	4	9	13	3	8	11	39	125	164	0.0%	\$519.76	\$103.95	\$623.71
Wolfeboro	142	763	905	118	779	897	1,579	4,395	5,974	0.6%	\$18,933.04	\$3,786.61	\$22,719.65
Woodstock	27	97	124	24	92	116	226	792	1,018	0.1%	\$3,226.29	\$645.26	\$3,871.54
	13,062	81,964	95,026	9,270	75,305	84,575	190,749	755,850	946,599		\$3,000,000.00	\$600,000.00	\$3,600,000.00

The Absentee Ballots Issued to Voters and the Absentee Ballots Cast by Voters are official numbers as reported to the Secretary of State. If your records show different numbers please send an email to [NHvotes@sos.nh.gov](mailto:NHvotes@sos.nh.gov) describing the discrepancy between your numbers and the numbers on Attachment B

# **ATTACHMENT C**

## **STANDARD RATE**

# NEW HAMPSHIRE DEPARTMENT OF STATE

William M. Gardner  
Secretary of State



Robert P. Ambrose  
Senior Deputy Secretary of State

David M. Scanlan  
Deputy Secretary of State

<b>1. City, Town or Unincorporated Place Name:</b>	<b>2. Period Covered by this Application</b>
<b>3. Progress Payment Number:</b>	<b>4. Project Grant No.</b>

5. Status of Funds			
	Total (100%)	To be reimbursed by the State (80%)	Match assumed by City, Town or Unincorporated Place (20%)
5.1 Amount of Original Offer			
5.2 Total Spent to Date			
5.3 Amount Spent this Period (From 6 below)	_____	_____	_____
5.4 Amount of Payment Request			

6. Amount Spent this Period			
	A. Absentee Ballots Issued to Voters	B. Absentee Ballots Cast by Voters	Total
6.1 Number of Absentee Ballots			
6.2 Less: Number of Ballots from 2016 ( See Attachment B)	(_____)	(_____)	
6.3 Number of Absentee Ballots to be reimbursed for			
6.4 Standard Cost Rate	\$ <u>XX.XX</u>	\$ <u>XX.XX</u>	
6.5 Total Reimbursement			

7. Certification of Sub-Grantee			
I certify that the statements contained in this grant payment are true and correct and are in accordance to the approved grant agreement. I also certify that the match was not satisfied through other federal grant funds.			
		Clerk/Deputy Clerk	
Date	Printed Name	Title	Signature

Internal use only:    Approved:\_\_\_\_\_ Dated:\_\_\_\_\_

**ATTACHMENT D**  
**INSTRUCTIONS TO COMPLETE**  
**ATTACHMENT C:**  
**STANDARD RATE**  
**REIMBURSEMENT REQUEST**

## Attachment D: Instructions to Complete Attachment C: Standard Rate Reimbursement Request

- Section 2** This will be either the “Primary Election” or the “General Election”
- Section 3** If this is for the Primary Election, it will be Payment # 1; if this is for the General Election, it will be Payment # 2.
- Section 4** This is pre-completed with the number from the Notice of Grant Opportunity – DC20101CARES
- Section 5** This section includes the breakout of the 20% match as defined in the terms and conditions of the grant. Under this grant, the State of New Hampshire will be reimbursing the City, Town or Unincorporated Place for 80% of the total costs included. The remaining 20% of costs covered by the individual City, Town or Unincorporated Place and will not be reimbursed to comply with the match requirement.
- Line 5.1 The Amount of Original Offer can be found on Attachment B.
- Line 5.2 The Amount Spent to Date will be \$0 for the first reimbursement submission in September 2020. For the second reimbursement submission in November 2020, this amount will represent the September payment received.
- Line 5.3 The Amount Spent this period will be the Total of Columns A and B from Line 6.5
- Line 5.4 The line is calculated as the lessor of Line 5.1 minus Line 5.2 or Line 5.3
- Section 6**
- Line 6.1 This line represents the number of:
- A. Absentee ballots issued to voters
  - B. Absentee ballots cast and reported on the “Official Return of Votes” forms submitted to the Secretary of State’s office on election night.
- Line 6.2 This line is the number for the absentee ballots cast in 2016. Reimbursement will only be made for the ballots in excess of those processed in 2016. These figures can be found by City, Town or Unincorporated Place within Attachment B.
- Line 6.3 This line is calculated as Line 6.1 less Line 6.2.
- Line 6.4 This is the statewide standard cost rate that was determined by the New Hampshire Secretary of State under a method approved by the Election Assistance Commission.
- Line 6.5 This is calculated as Line 6.3 multiplied by Line 6.4. The total reimbursement is the total of columns A and B. This is carried up to Line 5.3
- Section 7** This section is to be signed by the individual approved by the City, Town or Unincorporated Place to act on their behalf.

Please submit the signed reimbursement request to:

[Vote@berrydunn.com](mailto:Vote@berrydunn.com)

Submit no later than end of day Monday, September 14, 2020 for the Primary Election and Monday, November 9, 2020 for the General Election



**ATTACHMENT E**  
**SUSPENSION AND DEBARMENT**

## Suspension and Debarment

- For all individuals that are hired due to the additional needs related to the 2020 Election Season, please obtain verification that the individual or vendor was not considered suspended or debarred by the Federal Government. To receive payments of federal funds, an individual or vendor cannot be listed as suspended or debarred by the Federal Government. The System for Award Management (SAM) is a database that includes individuals or vendors that have been listed as suspended or debarred. This website should be verified to confirm that an individual or vendor has not been classified as such. To achieve this:
  - Go to [www.sam.gov](http://www.sam.gov)
  - Select the option of “Search Records”
  - Start with a quick search with the individual’s name or company name, applicable DUNS number.
  - There are two types of results that can be obtained:
    1. A result will be returned if the Entity is registered with [sam.gov](http://sam.gov) – for example, see the screen shot below when searching for the State of New Hampshire

The screenshot shows the SAM.gov search results page. At the top, the search terms are 'STATE OF NEW HAMPSHIRE-DEPARTMENT OF AGRICULTURE,\*'. Below this, there are buttons for 'Clear Search', 'Save PDF', 'Export Results', and 'Print'. The search results show 'Total records: 2' and 'Result Page: 1'. The results are sorted by 'Relevance' and ordered by 'Descending'. On the left, there are filter options: 'By Record Status' (Active, Inactive) and 'By Record Type' (Entity Registration, Exclusion). The main results area shows two entities, both with a status of 'Active'. The first entity is 'State of New Hampshire-Department of Agriculture, Markets & Food' with DUNS: 176836383, CAGE Code: 5K1U8, and an expiration date of 04/07/2021. The second entity is 'STATE OF NEW HAMPSHIRE-DEPARTMENT OF AGRICULTURE, MARKETS & FOOD' with DUNS: 797164456, CAGE Code: 6HNW4, and an expiration date of 02/09/2021. Both entities have a 'View Details' button next to them.

- If the entity is registered like the State of NH Dept. of Agriculture, you will want to select “View Details” to see if there are any exclusion listed. See below. This would be the record to print and provide with the approved invoice.

State of New Hampshire-Department of Agriculture, Markets & Food 25 Capitol St Fl 2  
DUNS: 176836583 CAGE Code: 5K1U8 CONCORD, NH, 03301-6312,  
Status: Active UNITED STATES  
Expiration Date: 04/07/2021  
Purpose of Registration: Federal Assistance Awards Only

## Entity Overview

## Entity Registration Summary

**Name:** State of New Hampshire-Department of Agriculture,  
Markets & Food  
**Doing Business As:** Bureau of Markets  
**Business Type:** US State Government  
**Last Updated By:** Michelle Thibeault  
**Registration Status:** Active  
**Activation Date:** 04/07/2020  
**Expiration Date:** 04/07/2021

## Exclusion Summary

**Active Exclusion Records?** No

2. The other result that can be returned is: "No records found" –this would indicate that the individual or vendor is not registered with SAM.gov and that they do not have any active suspensions and debarments against them. See below:

Current Search Terms: Michael Jordan\*

Clear Search

Total records: 0 Save PDF Export Results Print

Result Page: Sort by Relevance Order by Descending

**FILTER RESULTS**

**By Record Status**

☒ Active

☐ Inactive

**By Record Type**

☐ Entity Registration

☐ Exclusion

Apply Filters

Your search for Michael Jordan\* returned the following results...

**No records found.**

Result Page: Save PDF Export Results Print

Note: While we are not requiring you to submit documentation of that the individuals or vendors are not on the suspended and debarred listing from www.SAM.gov, these documents should be properly retained by the individual City, Town or Incorporated Place according to # 11 in the Terms and Conditions.

**ATTACHMENT F**  
**DRUG-FREE WORK PLACE**

## **Attachment F: Certification Regarding Drug Free Workplace**

The City, Town or Unincorporated Place agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the City, Town or Unincorporated Place's representative, as identified in Section 22 of the Terms and Conditions execute the following Certification:

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by the City, Town or Unincorporated Place, prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a the City, Town or Unincorporated Place (and by inference, sub-grantees and sub-contractors), that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. The City, Town or Unincorporated Place using this form should send it to: [vote@berrydunn.com](mailto:vote@berrydunn.com)

(A) The City, Town or Unincorporated Place certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City, Town or Unincorporated Place's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about—
  - i. The dangers of drug abuse in the workplace;
  - ii. The City, Town or Unincorporated Place's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The City, Town or Unincorporated Place may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

\_\_\_\_\_  
City, Town or Unincorporated Place

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature





## TOWN OF STRATHAM

*Incorporated 1716*

10 Bunker Hill Avenue · Stratham, NH 03885

Town Clerk/Tax Collector 603-772-4741

Select Board's Office/Administration/Assessing 603-772-7391

Code Enforcement/Building Inspections/Planning 603-772-7391

Fax (All Offices) 603-775-0517

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August 17, 2020

TO: Select Board  
Town Administrator

FROM: Tavis Austin, AICP, Town Planner

RE: Marin Way/NH-111 Intersection Improvements

Select Board,

This memo is to provide an update to the Marin Way NH-111 intersection improvements that were last discussed following the approval of the Site Plan approval for Lindt Sprungli, USA. Staff has spent time working with Dave Walker, Senior Transportation Planner at Rockingham RPC, as well as Steven Pernaw, of Steven G. Pernaw & Company, a transportation analyst and engineer.

In discussions with both Mr. Walker and Mr. Pernaw, the concept of introducing a round-a-bout at the intersection of Marin Way and NH-111 became a very viable, low-cost, option to address the transportation needs and demands of the intersection and one that coordinates well with the recent Industrial Park project approvals (Lindt, UPS). While Mr. Pernaw estimated the cost of the project to be in the neighborhood of \$500-600K, he concluded by stating that such a project, if it proceeded through the 10-year plan process (see 10-year plan memo), would likely be triple the cost.

The Board may recall that both the Lindt and UPS projects are, by conditions of their approval, to coordinate intersection improvements with the Select Board and DPW. For purposes of satisfying the condition, there are two key steps which both further the conditions of approval but also set the stage for the larger, perhaps 10-year NHDOT Plan.

Put simply, SIP Lot 2&3 (UPS project) have previously stated (to Planning Board) a willingness to provide right-of way dedication along both their Marin Way and NH-111 property lines for purposes of intersection improvements. Meanwhile, utilizing the larger project cost of the round-a-bout, enables Staff to coordinate a proportional contribution from Lindt. Current thinking would be to 1) obtain requisite right-of-way from SIP Lot 2&3 and 2) coordinate with Lindt to install or fund the Marin Way improvements that are preparatory for the round-a-bout—lane widening, etc. Additionally, having the larger project on the 'horizon' would enable future projects within the industrial park to proportionately contribute.

While the concept of a round-a-bout enables the Town to secure intersection improvement contributions, it is also important to note that the interchange of NH-101 and NH-111 is also under review by NHDOT. While there is no current State project, both NH-101 off-ramps currently meet signal warrants. It is possible, given the close proximity of the NH-101/NH-111 interchange, the State's remedy to the off-ramp congestion may also alleviate traffic concerns at Marin Way/NH-111. However, even such project occurs, the right-of-way-dedication, lane widening and related work (discussed above) is a benefit to the Town and the current traffic situation.

At this time, staff is looking for Board consideration or preliminary endorsement of this direction or concept for moving forward as it allows the Town to be responsive to current development contributions and creates more options and opportunities moving forward. The next steps required would likely include minimum fund expenditure to develop preliminary drawings upon which to establish true cost numbers prior to coordinating further with Lindt Sprungli, USA and SIP Lot 2&3.

Please don't hesitate to share any comments or questions.



## TOWN OF STRATHAM

*Incorporated 1716*

10 Bunker Hill Avenue · Stratham, NH 03885

Town Clerk/Tax Collector 603-772-4741

Select Board's Office/ Administration/ Assessing 603-772-7391

Code Enforcement/ Building Inspections/ Planning 603-772-7391

Fax (All Offices) 603-775-0517

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August 17, 2020

TO: Select Board  
David Moore, Town Administrator

FROM: Tavis Austin, AICP, Town Planner

RE: Performance Bond and Easement Acceptance for NHSPCA (104 Portsmouth Ave)

Select Board,

This memo is to request the Board's acceptance of a Performance Agreement and related surety for work proposed at NHSPCA (104 Portsmouth Ave.) as approved by the Planning Board April 22, 2020. *(Hardcopy in signature folder)*

Included herewith is a copy of the Performance Agreement and construction pricing which in combination satisfy the requirements of the regulations in accordance with the Planning Board action.

Staff recommends a motion to accept and execute the submitted Performance Agreement for \$357,460.00 for work at NHSPCA with the understanding that no building permits will be issued prior to submission of the anticipated cash surety and related completion of this instrument per regulation.

Please let me know if you have any questions.

Thank you.



**TOWN OF STRATHAM**  
**PERFORMANCE AND ESCROW AGREEMENT**

**THIS AGREEMENT** entered into by and between \_\_\_\_\_  
(Company/Individual Name)

of \_\_\_\_\_ hereinafter referred to as the “**Contractor**”  
(Place of Business)

and the Town of Stratham in the County of Rockingham and the State of New Hampshire, hereinafter referred to as the “**Town.**”

**WHEREAS**, the Contractor is obligated to complete various infrastructure improvements and perform other work to be done and performed in accordance with the subdivision/site plans, road profile plans, and specifications related to a certain final approved subdivision/site plan entitled

\_\_\_\_\_

\_\_\_\_\_

(Description of Approved Plan)

as approved by the Planning Board of the Town of Stratham on \_\_\_\_\_  
(Date of Approval)

and on file with the Town and/or recorded at the Rockingham County Registry of Deeds as Plan

Number \_\_\_\_\_, and;  
(Registry Recording Number)

**WHEREAS**, the Contractor desires to provide the Town security in the form of an Escrow Account to ensure the completion of any and all infrastructure improvements in connection with

\_\_\_\_\_

\_\_\_\_\_ ,

(Description of Improvements Being Bonded)

that remain undone, incomplete, unfinished, or in need of restoration, all pursuant to the previously cited Planning Board approval and in accordance with the Subdivision and/or Site Plan Review Regulations of the Town of Stratham presently in effect, as those plans and specifications may be adjusted or amended by the reasonable judgement or decision of the Town’s construction inspector, all hereafter referred to as “Improvements”, and;

**WHEREAS**, the Contractor agrees, inter alia, to perform the obligations and conditions as set forth herein on or before \_\_\_\_\_, and further agrees to indemnify, save,  
(Date of Completion)

and hold harmless the Town against any damages and equitable claims caused by the Contractor's failure to perform under this Agreement, and;

**WHEREAS**, the Town and the Contractor have agreed to an Escrow Account for the sole benefit of the Town in the event the Contractor, for any reason, fails to fully perform its commitments and obligations as set forth herein with the Town, and;

**WHEREAS**, the Contractor has deposited simultaneously with the execution of this Performance and Escrow Agreement in and Escrow Account with and for the benefit of the Town in the sum of \_\_\_\_\_ Dollars\$\_\_\_\_\_).

(Total Bond Amount)

The Escrow Account shall stand in the name of the Town as security for the Contractor's performance of the work and of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, undertakings, and other lawful consideration hereinafter set forth, the parties agree as follows:

1. That the Town will hold said Escrow Account for the sole benefit of the Town and shall use such funds for the purposes and upon the conditions hereinafter set forth.
2. In the event that the Contractor shall default or fail to complete the Improvements or meet and perform its commitments or obligations set forth herein on or before the date cited above and should the Town desire to use said Escrow Account or other security funds to repair and/or correct deficiencies in said Improvements, the Town will file with the Contractor a written statement stating that the Contractor is in default of its performance obligations hereunder and said funds will be used to correct the stated deficiencies caused by the Contractor.
3. The Town agrees that any payments received by it from such funds shall be expended solely for the purpose of curing any default or defaults of the Contractor of its obligations and commitments as set forth in this Agreement. Such expenditures, as the Town may deem necessary to incur, shall include, but not necessarily be limited to, the reasonable costs of hiring any engineers, contractors, or other consultants, administrative costs of the Town, and/or any legal fees related to this Agreement.
4. The Town agrees to inspect the construction and/or infrastructure Improvements installed by the Contractor, from time to time, upon completion thereof and within a reasonable time after receipt of written request to do so from the Contractor and to advise the Contractor of any deficiencies in the said work. The Town reserves the right and ability to hire any engineers, or other consultants as the

Town deems necessary to inspect the work, and the Contractor agrees to pay all reasonable cost thereof. The Contractor agrees to cure any such cited deficiencies. In the event the Contractor fails to cure any deficiencies cited within thirty (30) days of citation, the Town shall have the right, but not the obligation, to draw against the Escrow Account for the purpose of curing the said deficiency.

5. In the event the Town, in its judgement, finds a deficiency which constitutes an emergency due to the immediate hazard it presents to public health, safety, and/or welfare, the Town may take prompt action as the Town shall deem necessary to cure said deficiency, but shall not have the obligation to do so. The Town shall have the right to draw against the Escrow Account for any and all costs and/or expenses incurred in correcting said deficiency caused by the Contractor.
6. The Contractor shall be entitled to examine all documents, which the Town may have in its possession, relating to the Agreement during regular office hours, and the Town will, at the Contractor's request and expense, furnish copies of any said documents that the Contractor may request.
7. Amounts placed in said Escrow Account shall not be released to the Contractor until the Town's construction inspector certifies to the Select Board that all commitments and obligations of this agreement have been met by the Contractor pursuant to the provision of the Town's Subdivision and/or Site Plan Review Regulations or terms of the stated Planning Board approval.
8. If the Contractor shall complete the improvements and meet its obligations herein prior to the date cited above in a manner satisfactory to the Town or its agents, the amount of \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_) or portions thereof shall be released to the Contractor. The remaining minimum amount of \_\_\_\_\_ **Dollars** (\$\_\_\_\_\_) shall remain in the Escrow Account for a period of one (1) year from the date of completion of the work as a maintenance bond. At the end of the one (1) year period, the Town shall notify the Contractor in writing as to any work required to be performed to correct or fix any deficiencies or undue wear on the Improvements. The Contractor shall have thirty (30) days from that notice in which to correct or fix such deficiencies and upon completion thereof, the maintenance bond shall be released to the Contractor.
9. It is expressly understood by the parties hereto that this Agreement is **not** intended for the benefit of any third party, including but not limited to contractors, subcontractors, or materialmen of the Contractor, and is designed solely to protect the Town from any legal or equitable claim and all costs and expenses, to include but not limited to legal fees and/or experts and consultants, arising from the failure of the Contractor to perform its commitments and obligations hereunder. This Agreement



shall not be assignable by the Contractor to any third party or successor without the written consent of the Select Board.

10. In the event of the death or incapacity of the Contractor and the failure of the Contractor's successor or legal representative to act in compliance with the Contractor's commitments and obligations hereunder, the Town shall have the right, but not the obligation, to draw against such funds for the purpose of performing the Contractor's commitments and obligations as set forth herein.
11. At such time as the Town by its Select Board shall deem appropriate, the Select Board may consider acceptance of the Improvements as a public road, if previously dedicated for that purpose. Upon an affirmative vote of the Select Board, the Contractor shall render a deed in a form acceptable to the Select Board conveying the roadway to the Town. Upon recording of the deed at Rockingham County Registry of Deeds, this Agreement shall terminate and any funds left in the Escrow Account shall be returned to the Contractor.
12. It is expressly understood by the parties hereto that a waiver by the Town of any breach or default by the Contractor of the obligations, terms, and/or conditions of this Agreement shall not be deemed a waiver of any other or future breaches and/or defaults thereof.
13. If any clause of this Agreement be declared invalid or unconstitutional in whole or in part and is for any reason rendered null and void, the remaining clauses shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR;**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Duly Authorized)

**TOWN OF STRATHAM  
By Its Select Board;**

\_\_\_\_\_  
Witness to all three

By: \_\_\_\_\_  
Select Board Member

By: \_\_\_\_\_  
Select Board Member

By: \_\_\_\_\_  
Select Board Member



Ed Rimm  
North Branch Construction  
70 Old Turnpike Road  
Concord, NH 03301

RE: Surety Construction Costs

Ed,

As per your request, here is the construction cost breakdown as requested by the Surety;

32 00 00		EXTERIOR IMPROVEMENTS	
32 91 00		Planting Preparation (loam)	15,000.00
32 92 00		Turf/Grasses	11,025.00
33 00 00		UTILITIES	
33 42 00		Stormwater Conveyance	223,585.00
33 46 00		Stormwater Mgmnt (rain gardens)	107,850.00
			<u>357,460.00</u>

Please advise if you need anything else.

Regards,

A handwritten signature in black ink, appearing to be "Deke Mackintosh". The signature is stylized with a large, looping initial "D" and "M".

Deke Mackintosh/PM



## TOWN OF STRATHAM

*Incorporated 1716*

10 Bunker Hill Avenue · Stratham, NH 03885

Town Clerk/Tax Collector 603-772-4741

Selectmen's Office/Administration/Assessing 603-772-7391

Code Enforcement/Building Inspections/Planning 603-772-7391

Fax (All Offices) 603-775-0517

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### Planning Board NOTICE OF DECISION

**Petition of:** SPCA, 104 Portsmouth Avenue, Stratham, NH 03885

**Project Name:** **Site Plan Permit.** *NHSPCA "Site Plan" Expansion* to include building additions, a horse rehabilitation arena, dog play areas, with new access drives and parking located at 104 Portsmouth Avenue, Stratham, NH 03885, Map 13 Lots 83, 84 & 85 submitted by Jonathan Ring, Jones & Beach Engineers, Inc., P.O. Box 219, Stratham, NH 03885.

**Premises Affected:** 104 Portsmouth Avenue, Stratham, NH 03885, Map 13 Lots 83, 84 & 85

**So as to permit:** *NHSPCA Expansion* to include building additions, a horse rehabilitation arena, dog play areas, with new access drives and parking located at 104 Portsmouth Avenue, Stratham, NH 03885, Map 13 Lots 83, 84 & 85.

The Stratham Planning Board, at its meeting of April 22, 2020 and after a public hearing, completed its consideration of the application for the Site Plan Review Permit application for *NHSPCA Expansion* to include building additions, a horse rehabilitation arena, dog play areas, with new access drives and parking located at 104 Portsmouth Avenue, Stratham, NH 03885, Map 13 Lots 83, 84 & 85.

The Board based its decision on plans, supporting oral and written information, and records provided by the Applicant, professional staff, consultants for both the Applicant and the Board, and abutters, as reflected in the minutes on file at the Stratham Town Municipal Center. This information shall be incorporated into the decision by reference.

As a result of such consideration, at its meeting of April 22, 2020, the Planning Board found that the application for amendment was complete and in Substantial Compliance with the Stratham Zoning Ordinance and Site Plan Review Regulations. The Planning Board voted unanimously in favor to approve the Site Plan Review based on the information and stated conditions attached and incorporated hereto.

On April 22, 2020, David Canada made a motion to approve the site plan applications for the NHSPCA, 104 Portsmouth Avenue, Map 13 Lots 83, 84 & 85 as received and reviewed by the Planning Board April 22, 2020. The motion was seconded by Michael Houghton. The final vote was unanimous via roll call vote. The project lies in the Professional Residential Zone and is located on real property shown on the Stratham Assessors Map 13 Lots 83, 84 & 85 with frontage on Portsmouth Avenue.


During the review process, the Applicant and its professional consultants submitted various revisions to the plans along with various supplemental memoranda and correspondence in response to requests by the Planning Board and the Planning Department that reviewed the project. All of these plans, reports and correspondence, and meeting minutes are contained in the Planning Department's files and are hereby incorporated by reference into the public record for this public hearing.

Conditions Precedent:

1. The applicant shall complete and address those comments presented in the Horsley Witten Group (HWG) review of this submission,
2. The applicant shall coordinate with the Town Assessor to confirm any changes related to tax map and lot numbers, or addresses related to the project.
3. The applicant shall coordinate with the abutter, Fred Emanuel, to address the matter of the access easement as denoted on the Plan as submitted (Verra Survey and Quit Claim Deed). Every effort should be made to record these agreement contemporaneously with the Mylar.
4. A note shall be added to the plan stating that the project will proceed in strict accordance with the Town of Stratham Site Plan Review Regulations unless so modified by Planning Board action April 22, 2020.
5. Applicant to add note to plan stipulating all exterior lighting to be dark sky friendly to further Site Plan Review Regulations.
6. Applicant shall add note to the plan indicating fire gate to satisfaction of Fire Chief.

Conditions Subsequent:

1. The applicant shall comply with all federal and state permits as applicable.
2. The Site Review Agreement and related Financial Guaranty, in accordance with Section VII of the Site Plan Regulations, shall be based upon the cost of the stormwater infrastructure elements, parking areas, and site access elements of the approved Site Plan
3. Add note to C-3 for base bottom stone protection with Engineer witnessing at BMP installations.



Planning Board Chair

04/24/2020

Date

**Town of Stratham**  
**General Fund Revenues**  
**As of July 31, 2020**

Revenue Source	2020 Budget	YTD	% Collected (Target 59%)	4-yr. Average	% of 4-yr. Average
Building Permits	300,000	150,536	50.18%	74,932	200.90%
Business Licenses & Permits	34,355	25,728	74.89%	25,231	101.97%
Highway Block Grant	161,875	124,082	76.65%	146,620	84.63%
Income from Departments	103,920	60,424	58.14%	46,281	130.56%
Interest & Penalties	50,000	29,399	58.80%	59,368	49.52%
Interest on Investments	70,000	56,300	80.43%	54,155	103.96%
Misc. Revenue - State of NH	0	1,742	--	4,256	40.93%
Misc. Insurance Reimb.	500	100	20.00%	6,284	1.59%
Motor Vehicle Permits	1,805,250	1,100,171	60.94%	1,112,068	98.93%
Other Charges (Franchise fees)	160,000	85,398	53.37%	90,375	94.49%
Other Licenses, Permits & Fees	7,450	9,557	128.28%	8,220	116.26%
Other Misc. Revenues	59,850	48,720	81.40%	44,030	110.65%
Other State Revenue	52,999	63,218	119.28%	38,955	162.29%
Rooms & Meals	365,000	0	0.00%	0	--
Sale of Municipal Property	6,485	1,422	21.92%	97,574	1.46%
Yield Tax	1,000	0	0.00%	373	0.00%
From Trust & Fiduciary	20,000	0	0.00%	19,695	0.00%
<b>Grand Total</b>	<b>3,198,684</b>	<b>1,756,797</b>	<b>54.92%</b>	<b>1,828,417</b>	<b>96.08%</b>

**Notes:**

1. Unanticipated COVID Revenues (in Other State Revenue) total \$54,172. Not including COVID funds, we have collected 53% of the revenue budget.
2. We recently received our Highway Block Grant total for 2020: \$173,418. This is \$11.5K more than budgeted.
3. Other Misc. Revenues include a \$13.3K Police grant. The percent collected for this line item is 59%, not including the grant.
4. Building permits are lagging behind the target percentage of 59%. Over the last 3 years permit revenues averaged \$92,662 from August through December (median revenue is \$76,262).<sup>1</sup> Should this historical pattern continue this year, we will fall short of our budget. We will continue to watch this revenue source closely.

<sup>1</sup> Permit revenues from 2017 and 2018 were increased by 60% as in 2019 permit fees were increased by the same percentage. The standardization of revenues enables the calculation of summary statistics.

# Budget vs Actual by Department Town of Stratham For 7/31/2020

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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual2019
<b>GENERAL GOVERNMENT</b>					
<b>EXECUTIVE</b>					
<b>Select Board</b>					
100 4130 01 101 Select Board Stipends	12,000.00	0.00	12,000.00	0.00	0.00
<b>Administration</b>					
100 4130 02 102 Town Administrator Salary	98,000.00	56,538.45	41,461.55	57.69	56,538.45
100 4130 02 103 Executive Assistant	46,904.00	24,602.05	22,301.95	52.45	26,862.01
100 4130 02 201 Supplies	5,500.00	3,168.93	2,331.07	57.62	2,786.14
100 4130 02 204 Association Dues	9,800.00	8,438.00	1,362.00	86.10	8,800.00
100 4130 02 208 Contracted services	1,500.00	0.00	1,500.00	0.00	6,970.00
100 4130 02 209 Conventions	1,750.00	0.00	1,750.00	0.00	198.38
100 4130 02 216 Advertising	2,000.00	0.00	2,000.00	0.00	1,343.06
100 4130 02 224 Meetings & Meals	3,500.00	347.20	3,152.80	9.92	4,612.89
100 4130 02 225 Mileage	1,000.00	808.50	191.50	80.85	172.70
100 4130 02 230 Fed-Ex	300.00	18.00	282.00	6.00	99.49
100 4130 02 231 Postage	12,000.00	8,111.79	3,888.21	67.60	7,654.23
100 4130 02 262 Town Report	3,750.00	3,625.00	125.00	96.67	3,688.52
100 4130 02 317 Service Contract (copier)	1,750.00	3,902.40	(2,152.40)	222.99	1,245.20
100 4130 02 319 Background Checks	750.00	96.50	653.50	12.87	422.80
100 4130 02 999 COVID expenses	0.00	25,853.34	(25,853.34)	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>200,504.00</b>	<b>135,510.16</b>	<b>64,993.84</b>	<b>67.58</b>	<b>121,393.87</b>
<b>ELECTION &amp; REGISTRATION</b>					
100 4140 01 201 Supplies	4,500.00	2,157.59	2,342.41	47.95	1,070.91
100 4140 01 219 Ballot Clerks	5,600.00	2,236.00	3,364.00	39.93	752.00
100 4140 01 220 Moderator/Asst. Moderator	1,100.00	550.00	550.00	50.00	125.00
100 4140 01 221 Meals	1,600.00	388.01	1,211.99	24.25	300.00
100 4140 01 301 Supervisors of the checklist	3,600.00	1,800.00	1,800.00	50.00	1,800.00
100 4140 01 308 Workshops & Training	200.00	0.00	200.00	0.00	120.00
100 4140 01 317 Equipment Maintenance	250.00	0.00	250.00	0.00	250.00
100 4140 01 999 COVID expenses	0.00	600.00	(600.00)	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>16,850.00</b>	<b>7,731.60</b>	<b>9,118.40</b>	<b>45.88</b>	<b>4,417.91</b>
<b>FINANCIAL ADMIN</b>					
100 4150 01 110 Accounting Supervisor	0.00	0.00	0.00	0.00	36,478.74
100 4150 01 120 Accounting Payroll	143,880.00	77,198.35	66,681.65	53.65	0.00
100 4150 01 217 Audit	18,500.00	0.00	18,500.00	0.00	13,271.53
100 4150 01 306 Financial Software Lic/Training	9,000.00	4,867.75	4,132.25	54.09	5,322.75
100 4150 01 999 COVID expenses	0.00	135.00	(135.00)	0.00	0.00
100 4150 05 111 Finance-Treasurer Salary	4,000.00	3,933.33	66.67	98.33	0.00
<b>TOTAL EXPENSES</b>	<b>175,380.00</b>	<b>86,134.43</b>	<b>89,245.57</b>	<b>49.11</b>	<b>55,073.02</b>
<b>ASSESSING</b>					
100 4150 02 114 Assessing Payroll	129,183.00	71,797.35	57,385.65	55.58	73,807.83
100 4150 02 201 Assessing Supplies	2,500.00	407.57	2,092.43	16.30	733.46
100 4150 02 204 Dues/Misc Exp.	1,400.00	141.47	1,258.53	10.11	1,045.20
100 4150 02 218 Registry Expense	200.00	30.00	170.00	15.00	24.00
100 4150 02 304 Tax maps	4,200.00	3,837.00	363.00	91.36	3,700.00
100 4150 02 308 Workshops & Training	1,250.00	0.00	1,250.00	0.00	0.00
100 4150 02 316 Cell Phone Reimbursement	1,302.00	650.72	651.28	49.98	488.04
100 4150 02 317 Equipment Maintenance/Software	7,000.00	6,431.99	568.01	91.89	6,436.63
100 4150 02 376 Vehicle Maintenance/Lease	700.00	559.68	140.32	79.95	730.64
<b>TOTAL EXPENSES</b>	<b>147,735.00</b>	<b>83,855.78</b>	<b>63,879.22</b>	<b>56.76</b>	<b>86,965.80</b>
<b>Town Clerk/Tax Collector</b>					
100 4150 03 112 TC/TC Payroll	132,004.00	74,737.79	57,266.21	56.62	75,436.68
100 4150 03 201 Office Supplies	3,500.00	461.58	3,038.42	13.19	2,874.92
100 4150 03 204 Dues & Memberships	60.00	60.00	0.00	100.00	60.00
100 4150 03 209 Conventions	400.00	0.00	400.00	0.00	319.00
100 4150 03 218 Registry of Deeds	500.00	123.10	376.90	24.62	216.85
100 4150 03 223 Lien Notifications	700.00	420.00	280.00	60.00	540.00
100 4150 03 225 Mileage	500.00	0.00	500.00	0.00	86.08
100 4150 03 269 Restoration of records	1.00	0.00	1.00	0.00	2,574.00
100 4150 03 306 Computer Support-Service	11,136.00	11,875.56	(739.56)	106.64	10,907.90
100 4150 03 308 Workshops & Training	300.00	0.00	300.00	0.00	330.00
100 4150 03 318 New Equipment	1,000.00	609.97	390.03	61.00	3,832.00
<b>TOTAL EXPENSES</b>	<b>150,101.00</b>	<b>88,288.00</b>	<b>61,813.00</b>	<b>58.82</b>	<b>97,177.43</b>



# Budget vs Actual by Department Town of Stratham For 7/31/2020

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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual2019
<b>COMPUTER SERVICES</b>					
100 4150 04 201 IT Supplies/Materials	7,500.00	2,438.35	5,061.65	32.51	939.17
100 4150 04 205 Computer services	70,000.00	32,147.73	37,852.27	45.93	31,042.48
100 4150 04 999 COVID expenses	0.00	2,024.98	(2,024.98)	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>77,500.00</b>	<b>36,611.06</b>	<b>40,888.94</b>	<b>47.24</b>	<b>31,981.65</b>
<b>100 4153 01 202 LEGAL EXPENSES</b>	<b>30,000.00</b>	<b>10,050.10</b>	<b>19,949.90</b>	<b>33.50</b>	<b>18,930.83</b>
<b>PERSONNEL ADMINISTRATION</b>					
100 4155 01 171 Medicare	43,706.00	23,764.20	19,941.80	54.37	21,328.58
100 4155 01 173 New Hampshire Retirement	432,970.00	229,804.22	203,165.78	53.08	193,429.19
100 4155 01 174 Social Security	137,469.00	69,979.04	67,489.96	50.91	62,784.82
100 4155 01 176 Unemployment	1,837.00	0.00	1,837.00	0.00	334.00
100 4155 01 191 Insurance Buyout Program	55,000.00	28,702.14	26,297.86	52.19	25,810.39
100 4155 01 192 Life & Accidental Death & Dismemberment	5,700.00	4,176.81	1,523.19	73.28	3,066.00
100 4155 01 193 Long-Term Disability	18,052.00	12,433.13	5,618.87	68.87	9,004.43
100 4155 01 194 Short-Term Disability	11,306.00	7,969.48	3,336.52	70.49	5,717.10
100 4155 01 195 Health/Dental Insurance	552,519.00	338,070.91	214,448.09	61.19	275,453.08
100 4155 01 197 Bank & Misc. Fees	600.00	69.49	530.51	11.58	707.23
100 4155 02 191 HIB-OT Self Audit	500.00	0.00	500.00	0.00	1,681.60
<b>TOTAL EXPENSES</b>	<b>1,259,659.00</b>	<b>714,969.42</b>	<b>544,689.58</b>	<b>56.76</b>	<b>599,316.42</b>
<b>LAND USE</b>					
<b>PLANNING</b>					
100 4191 01 120 Planner Salary	80,719.00	46,568.70	34,150.30	57.69	46,114.02
100 4191 01 121 Bldg. & Code Enf. Coordinator	43,706.00	24,173.00	19,533.00	55.31	24,974.40
100 4191 01 122 Land Use Project Coordinator	27,300.00	12,468.75	14,831.25	45.67	7,129.28
100 4191 01 201 Supplies	1,250.00	119.33	1,130.67	9.55	1,857.51
100 4191 01 203 Legal Ads	4,400.00	2,009.76	2,390.24	45.68	2,802.69
100 4191 01 204 Dues & Memberships	750.00	0.00	750.00	0.00	80.00
100 4191 01 270 Rockingham Conservation District	1,000.00	0.00	1,000.00	0.00	0.00
100 4191 01 271 Rock. Planning Commission	7,492.00	7,492.00	0.00	100.00	7,405.00
100 4191 01 276 Special Projects	2,500.00	28.70	2,471.30	1.15	551.00
100 4191 01 306 Software License & Training	2,500.00	1,158.86	1,341.14	46.35	1,525.36
100 4191 01 308 Training	500.00	0.00	500.00	0.00	0.00
100 4191 01 318 Equipment	500.00	0.00	500.00	0.00	118.03
100 4191 01 319 Gas - Mileage	100.00	0.00	100.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>172,717.00</b>	<b>94,019.10</b>	<b>78,697.90</b>	<b>54.44</b>	<b>92,557.29</b>
<b>BUILDING INSPECTOR/CODE ENFORCEMENT</b>					
100 4191 02 122 BI / CEO Payroll	68,000.00	39,230.85	28,769.15	57.69	36,305.67
100 4191 02 201 Supplies	1,000.00	22.41	977.59	2.24	505.37
100 4191 02 235 Fire Inspection Fees	800.00	0.00	800.00	0.00	0.00
100 4191 02 260 Plan Review	16,000.00	18,550.00	(2,550.00)	115.94	6,792.50
100 4191 02 266 Reference Materials	1,500.00	0.00	1,500.00	0.00	0.00
100 4191 02 306 Software License & Training	2,500.00	833.50	1,666.50	33.34	1,200.00
100 4191 02 308 Workshops & Training	2,000.00	580.00	1,420.00	29.00	460.00
100 4191 02 318 Equipment	1,500.00	507.84	992.16	33.86	557.92
100 4191 02 376 Vehicle Maintenance	2,000.00	52.30	1,947.70	2.62	1,191.01
<b>TOTAL EXPENSES</b>	<b>95,300.00</b>	<b>59,776.90</b>	<b>35,523.10</b>	<b>62.72</b>	<b>47,012.47</b>
<b>TOTAL LAND USE EXPENSES</b>	<b>268,017.00</b>	<b>153,796.00</b>	<b>114,221.00</b>	<b>57.38</b>	<b>139,569.76</b>
<b>GENERAL GOVT. BUILDINGS</b>					
100 4194 01 104 Payroll/custodial services	42,640.00	24,976.70	17,663.30	58.58	24,585.38
100 4194 01 106 Custodial PT	16,523.00	9,597.56	6,925.44	58.09	9,607.25
100 4194 01 222 MC Supplies	3,500.00	1,347.68	2,152.32	38.51	825.99
100 4194 01 314 MC Electricity	27,500.00	10,316.69	17,183.31	37.52	15,684.47
100 4194 01 315 MC Heat	8,000.00	6,890.77	1,109.23	86.13	7,243.89
100 4194 01 316 MC Telephone	8,500.00	5,623.30	2,876.70	66.16	5,121.19
100 4194 01 318 MC Equipment	3,200.00	0.00	3,200.00	0.00	0.00
100 4194 01 375 MC Building Maintenance/Repairs	33,000.00	15,584.78	17,415.22	47.23	14,369.33
100 4194 01 999 COVID expenses	0.00	4,207.84	(4,207.84)	0.00	0.00
100 4194 02 375 Gifford Building Maintenance/Repairs	5,000.00	1,496.93	3,503.07	29.94	1,893.18
100 4194 03 375 Foss Property Maintenance/Repairs	5,000.00	0.00	5,000.00	0.00	0.00
100 4194 04 314 Historical Soc. Electricity	1,400.00	456.56	943.44	32.61	629.58
100 4194 04 315 Historical Soc. Heat	5,000.00	3,022.22	1,977.78	60.44	3,022.71
100 4194 04 375 Historical Building Maintenance/Repairs	2,500.00	150.00	2,350.00	6.00	165.00
100 4194 05 375 Cushman Property Maint & Repairs	0.00	0.00	0.00	0.00	3,469.57

# Budget vs Actual by Department Town of Stratham For 7/31/2020

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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual2019
100 4194 06 240 Smyk Landscape Maintenance	3,200.00	0.00	3,200.00	0.00	11,175.00
100 4194 07 375 Park Cottage Maintenance	1,200.00	642.46	557.54	53.54	0.00
<b>TOTAL EXPENSES</b>	<b>166,163.00</b>	<b>84,313.49</b>	<b>81,849.51</b>	<b>50.74</b>	<b>97,792.54</b>
<b>CEMETERIES</b>					
100 4195 01 141 Cemetery Payroll	29,110.00	17,073.67	12,036.33	58.65	4,255.16
100 4195 01 142 Cemetery Overtime	994.00	267.25	726.75	26.89	90.66
100 4195 01 222 Supplies	1,000.00	570.73	429.27	57.07	886.78
100 4195 01 240 Ground Maintenance	1,875.00	2,941.83	(1,066.83)	156.90	1,240.00
100 4195 01 306 Computer Maintenance	500.00	0.00	500.00	0.00	0.00
100 4195 01 317 Equipment Maintenance	3,625.00	1,191.35	2,433.65	32.86	3,155.64
100 4195 01 318 Equipment	812.00	399.68	412.32	49.22	62.13
<b>TOTAL EXPENSES</b>	<b>37,916.00</b>	<b>22,444.51</b>	<b>15,471.49</b>	<b>59.20</b>	<b>9,690.37</b>
<b>INSURANCE</b>					
100 4196 01 190 Workers' Compensation	48,872.00	48,872.00	0.00	100.00	0.00
100 4196 01 248 Property & Liability Insurance	56,236.00	56,236.00	0.00	100.00	53,557.00
<b>TOTAL EXPENSES</b>	<b>105,108.00</b>	<b>105,108.00</b>	<b>0.00</b>	<b>100.00</b>	<b>53,557.00</b>
<b>OTHER GEN. GOVT.</b>					
100 4199 01 243 Town Ctr Water Contamination Expenses	11,000.00	5,424.00	5,576.00	49.31	2,186.16
100 4199 01 268 Refunds: M.V. / Misc	0.00	0.00	0.00	0.00	209.65
100 4199 01 283 Property Tax Refunds (abated)	0.00	0.00	0.00	0.00	10,735.52
<b>TOTAL EXPENSES</b>	<b>11,000.00</b>	<b>5,424.00</b>	<b>5,576.00</b>	<b>49.31</b>	<b>13,131.33</b>
<b>TOTAL GENERAL GOVERNMENT</b>	<b>2,645,933.00</b>	<b>1,534,236.55</b>	<b>1,111,696.45</b>	<b>57.98</b>	<b>1,328,997.93</b>
<b>PUBLIC SAFTEY</b>					
<b>POLICE</b>					
100 4210 01 130 Police - Full Time	801,956.00	455,064.30	346,891.70	56.74	414,073.76
100 4210 01 131 Secretary Payroll	48,226.00	27,828.02	20,397.98	57.70	27,571.80
100 4210 01 132 Special Officers	0.00	0.00	0.00	0.00	56,256.74
100 4210 01 133 Police-Holiday pay	23,236.00	0.00	23,236.00	0.00	0.00
100 4210 01 134 Prosecutor Payroll	37,326.00	20,816.50	16,509.50	55.77	21,324.18
100 4210 01 135 Police Overtime	112,000.00	25,041.97	86,958.03	22.36	0.00
100 4210 01 136 Police - PT	0.00	1,306.62	(1,306.62)	0.00	0.00
<b>Total Payroll</b>	<b>1,022,744.00</b>	<b>530,057.41</b>	<b>492,686.59</b>	<b>51.83</b>	<b>519,226.48</b>
100 4210 02 201 PD Office Supplies	5,000.00	2,232.23	2,767.77	44.64	3,081.80
100 4210 02 202 Legal - Office Supplies	3,000.00	685.67	2,314.33	22.86	2,114.38
100 4210 02 210 Cruiser Purchase	0.00	0.00	0.00	0.00	35,411.00
100 4210 02 226 Community Service Program	1,000.00	105.18	894.82	10.52	917.82
100 4210 02 278 Special Response Team (SERT)	2,500.00	0.00	2,500.00	0.00	2,500.00
100 4210 02 305 Technical Support	18,000.00	2,600.90	15,399.10	14.45	11,802.36
100 4210 02 308 Training & Dues	13,000.00	4,280.00	8,720.00	32.92	5,026.35
100 4210 02 310 Uniforms	12,000.00	2,294.08	9,705.92	19.12	9,474.59
100 4210 02 317 Equipment Repairs	3,000.00	2,109.02	890.98	70.30	360.01
100 4210 02 318 New Equipment	8,000.00	18,435.13	(10,435.13)	230.44	4,590.99
100 4210 02 319 Gas & Oil	19,000.00	2,040.54	16,959.46	10.74	12,260.89
100 4210 02 376 Vehicle Maintenance	16,000.00	7,100.97	8,899.03	44.38	5,833.39
100 4210 02 999 COVID expenses	0.00	28,498.09	(28,498.09)	0.00	0.00
<b>BUILDING</b>	<b>100,500.00</b>	<b>70,381.81</b>	<b>30,118.19</b>	<b>70.03</b>	<b>93,373.58</b>
100 4210 03 314 Electricity	11,000.00	4,911.15	6,088.85	44.65	5,364.28
100 4210 03 315 Heating	4,500.00	1,621.27	2,878.73	36.03	2,469.46
100 4210 03 316 Telephone	7,500.00	4,701.90	2,798.10	62.69	3,101.46
100 4210 03 375 PD Building Maintenance	16,000.00	2,680.05	13,319.95	16.75	11,901.39
<b>TOTAL EXPENSES</b>	<b>1,162,244.00</b>	<b>614,353.59</b>	<b>547,890.41</b>	<b>52.86</b>	<b>635,436.65</b>
<b>FIRE DEPARTMENT</b>					
100 4220 01 100 Fire Dept. Payroll	236,812.00	121,588.88	115,223.12	51.34	78,294.80
100 4220 01 200 FD Detail Payroll	5,000.00	200.00	4,800.00	4.00	1,987.50
100 4220 01 204 Dues	2,700.00	2,120.00	580.00	78.52	2,020.00
100 4220 01 222 Supplies	2,500.00	1,291.80	1,208.20	51.67	1,808.09
100 4220 01 228 EMS Supplies	13,000.00	8,466.06	4,533.94	65.12	10,369.67
100 4220 01 236 Fire Prevention	3,000.00	0.00	3,000.00	0.00	43.98
100 4220 01 243 Haz-Mat Start Team	3,200.00	3,198.20	1.80	99.94	3,198.20
100 4220 01 245 Insurance	1,232.00	0.00	1,232.00	0.00	1,232.00
100 4220 01 308 Training & Conferences	4,000.00	0.00	4,000.00	0.00	2,354.96
100 4220 01 310 Uniforms	3,500.00	0.00	3,500.00	0.00	1,124.46
100 4220 01 317 Equipment Maintenance	30,000.00	6,568.30	23,431.70	21.89	12,045.69

# Budget vs Actual by Department Town of Stratham For 7/31/2020

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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual2019
100 4220 01 318 New Equipment	22,000.00	3,067.31	18,932.69	13.94	1,285.27
100 4220 01 319 Gas & Oil	4,500.00	478.80	4,021.20	10.64	3,155.35
100 4220 01 323 Billing Expenses	13,000.00	4,587.48	8,412.52	35.29	6,326.51
100 4220 01 999 COVID expenses	0.00	33,171.24	(33,171.24)	0.00	0.00
<b>Building</b>					
100 4220 02 240 Landscape Maintenance	1,000.00	0.00	1,000.00	0.00	50.00
100 4220 02 246 Internet/IT Charges	4,000.00	1,088.12	2,911.88	27.20	860.72
100 4220 02 314 Electricity	21,000.00	7,876.97	13,123.03	37.51	11,833.81
100 4220 02 315 Heat	16,000.00	11,566.47	4,433.53	72.29	11,054.15
100 4220 02 316 Telephone	7,500.00	4,026.80	3,473.20	53.69	3,382.48
100 4220 02 375 Building Maintenance & Repairs	15,000.00	6,838.88	8,161.12	45.59	12,038.26
<b>TOTAL EXPENSES</b>	<b>408,944.00</b>	<b>216,135.31</b>	<b>192,808.69</b>	<b>52.85</b>	<b>164,465.90</b>
<b>EMERGENCY MANGEMENT</b>					
100 4290 01 149 OEM Payroll (Reimbursed)	0.00	507.50	(507.50)	0.00	472.50
100 4290 01 227 Emergency Management Expenses	9,638.00	0.00	9,638.00	0.00	0.00
<b>DISPATCH SERVICES</b>					
100 4299 01 316 Dispatch Phone Expense	1,000.00	422.54	577.46	42.25	551.08
<b>TOTAL PUBLIC SAFTEY</b>	<b>1,581,826.00</b>	<b>831,418.94</b>	<b>750,407.06</b>	<b>52.56</b>	<b>800,926.13</b>
<b>HIGHWAY &amp; STREETS</b>					
<b>HIGHWAY</b>					
100 4312 01 140 Highway Payroll	244,135.00	139,804.71	104,330.29	57.27	130,645.36
100 4312 01 141 Highway Overtime	26,808.00	14,149.94	12,658.06	52.78	14,905.12
100 4312 01 142 Temporary Plow Drivers	10,000.00	1,098.45	8,901.55	10.98	2,005.34
100 4312 01 210 Hwy Vehicle Purchase	33,161.00	0.00	33,161.00	0.00	0.00
100 4312 01 211 Drainage	2,400.00	0.00	2,400.00	0.00	0.00
100 4312 01 222 Supplies	4,200.00	730.52	3,469.48	17.39	4,669.91
100 4312 01 224 Meals	1,000.00	567.12	432.88	56.71	656.21
100 4312 01 279 Substance Abuse Testing	1,250.00	174.00	1,076.00	13.92	707.00
100 4312 01 303 Rented Equipment	6,000.00	1,086.59	4,913.41	18.11	1,155.00
100 4312 01 306 Computer Software Maintenance	1,734.00	763.63	970.37	44.04	0.00
100 4312 01 308 Training	1,500.00	0.00	1,500.00	0.00	370.00
100 4312 01 310 Uniforms	5,125.00	1,017.37	4,107.63	19.85	3,445.78
100 4312 01 314 Electricity	8,750.00	4,286.02	4,463.98	48.98	5,405.87
100 4312 01 315 Heating	2,500.00	725.40	1,774.60	29.02	1,300.43
100 4312 01 316 Telephone	4,208.00	1,616.83	2,591.17	38.42	941.01
100 4312 01 317 Equipment Repairs & Maintenance	50,000.00	17,377.98	32,622.02	34.76	31,283.05
100 4312 01 318 New Equipment & Signs	8,400.00	2,973.94	5,426.06	35.40	6,671.11
100 4312 01 319 Gas & Oil	39,200.00	17,940.50	21,259.50	45.77	7,922.17
100 4312 01 320 Road Paint	10,080.00	285.86	9,794.14	2.84	421.60
100 4312 01 321 Salt	70,000.00	0.00	70,000.00	0.00	0.00
100 4312 01 322 Sand & Gravel	8,500.00	177.00	8,323.00	2.08	5,100.00
100 4312 01 325 Paving & Road Reconstruction	115,739.00	0.00	115,739.00	0.00	0.00
100 4312 01 375 Building Maintenance	20,000.00	12,013.34	7,986.66	60.07	9,574.48
100 4312 01 999 COVID expenses	0.00	24.16	(24.16)	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>674,690.00</b>	<b>216,813.36</b>	<b>457,876.64</b>	<b>32.14</b>	<b>227,179.44</b>
<b>STREET LIGHTING</b>					
100 4316 01 314 Street Lighting	10,000.00	4,208.72	5,791.28	42.09	5,182.07
<b>TOTAL HIGHWAY &amp; STREETS</b>	<b>684,690.00</b>	<b>221,022.08</b>	<b>463,667.92</b>	<b>32.28</b>	<b>232,361.51</b>
<b>SANITATION</b>					
<b>SOLID WASTE COLL. &amp; DISPOSAL</b>					
100 4323 01 142 Sanitation Payroll	23,276.00	12,960.83	10,315.17	55.68	9,113.03
100 4323 01 143 Sanitation Overtime	1,558.00	0.00	1,558.00	0.00	45.33
100 4323 01 212 MSW/Recycling Coll. & Disposal	731,929.00	478,055.65	253,873.35	65.31	401,731.75
100 4323 01 242 Hazardous Waste Collection	3,340.00	0.00	3,340.00	0.00	0.00
100 4323 01 247 Landfill Closure Costs	9,500.00	3,814.67	5,685.33	40.15	3,245.91
100 4323 01 309 Transfer Station Expenses	59,890.00	31,817.19	28,072.81	53.13	31,473.63
100 4323 01 314 Electricity	750.00	409.33	340.67	54.58	416.21
100 4323 01 317 Materials & Supplies	800.00	363.46	436.54	45.43	436.48

**Budget vs Actual by Department  
Town of Stratham  
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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual 2019
<b>TOTAL EXPENSES</b>	<b>831,043.00</b>	<b>527,421.13</b>	<b>303,621.87</b>	<b>63.46</b>	<b>446,462.34</b>
<b>PUBLIC WORKS (OTHER)</b>					
100 4339 01 327 Public Works Commission	1.00	0.00	1.00	0.00	9,214.00
<b>Total Expenses</b>	<b>1.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>9,214.00</b>
<b>HEALTH</b>					
<b>ANIMAL CONTROL</b>					
100 4414 01 244 Impoundment Fees/Supplies	600.00	0.00	600.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>600.00</b>	<b>0.00</b>	<b>600.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PEST CONTROL</b>					
100 4414 02 326 Pest Control Contracted Services	67,680.00	23,305.00	44,375.00	34.43	23,305.00
<b>PUBLIC SERVICE AGENCIES</b>					
100 4415 01 000 Annie's Angels	2,500.00	0.00	2,500.00	0.00	0.00
100 4415 01 001 American Red Cross	800.00	0.00	800.00	0.00	0.00
100 4415 01 350 Lamprey Health Care	3,000.00	0.00	3,000.00	0.00	0.00
100 4415 01 351 Seacoast Mental Health Ctr.	3,000.00	0.00	3,000.00	0.00	0.00
100 4415 01 352 Waypoint	2,500.00	0.00	2,500.00	0.00	0.00
100 4415 01 353 Haven	4,250.00	0.00	4,250.00	0.00	0.00
100 4415 01 354 Big Brother & Big Sister	1,000.00	0.00	1,000.00	0.00	0.00
100 4415 01 355 Community Action Prog.	4,500.00	0.00	4,500.00	0.00	0.00
100 4415 01 356 Retired & Senior Volunteer Prog	500.00	0.00	500.00	0.00	0.00
100 4415 01 357 Richie McFarland Children's Center	6,000.00	0.00	6,000.00	0.00	0.00
100 4415 01 359 AIDS Response of the Seacoast	500.00	0.00	500.00	0.00	0.00
100 4415 01 360 Rockingham County Nutrition Program	2,420.00	0.00	2,420.00	0.00	0.00
100 4415 01 361 Seacoast Shipyard Assoc.	200.00	0.00	200.00	0.00	0.00
100 4415 01 362 Crossroads House	1,000.00	0.00	1,000.00	0.00	0.00
100 4415 01 366 Child Advocacy Center	1,250.00	0.00	1,250.00	0.00	0.00
100 4415 01 368 Families First	2,500.00	0.00	2,500.00	0.00	0.00
100 4415 01 369 Womenade of Greater Squamscott	2,000.00	0.00	2,000.00	0.00	0.00
100 4415 01 370 Transportation Assistance for Seacoast Citizens	3,000.00	0.00	3,000.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>40,920.00</b>	<b>0.00</b>	<b>40,920.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL HEALTH</b>	<b>109,200.00</b>	<b>23,305.00</b>	<b>85,895.00</b>	<b>21.34</b>	<b>23,305.00</b>
<b>WELFARE</b>					
<b>DIRECT ASSISTANCE</b>					
100 4445 01 314 Public Asst. Electricity	5,000.00	576.40	4,423.60	11.53	1,319.33
100 4445 01 340 Public Asst. Food	3,333.00	0.00	3,333.00	0.00	0.00
100 4445 01 341 Public Asst. Heat	6,665.00	0.00	6,665.00	0.00	259.90
100 4445 01 343 Public Asst. Medical-Pharmacy	3,333.00	140.13	3,192.87	4.20	0.00
100 4445 01 344 Public Asst. Rent-Mortgage	33,336.00	2,400.00	30,936.00	7.20	6,973.00
100 4445 01 345 Public Asst. Misc. Assistance	3,333.00	298.00	3,035.00	8.94	50.00
<b>TOTAL EXPENSES</b>	<b>55,000.00</b>	<b>3,414.53</b>	<b>51,585.47</b>	<b>6.21</b>	<b>8,602.23</b>
<b>TOTAL WELFARE</b>	<b>55,000.00</b>	<b>3,414.53</b>	<b>51,585.47</b>	<b>6.21</b>	<b>8,602.23</b>
<b>CULTURE &amp; RECREATION</b>					
<b>PARKS</b>					
100 4520 01 144 PT Ranger Payroll	46,644.00	12,365.22	34,278.78	26.51	14,818.72
100 4520 01 201 Office Supplies	400.00	87.80	312.20	21.95	107.07
100 4520 01 240 Grounds Maintenance	32,000.00	9,849.83	22,150.17	30.78	12,060.22
100 4520 01 308 Training	0.00	0.00	0.00	0.00	76.23
100 4520 01 310 Uniforms	0.00	0.00	0.00	0.00	109.95
100 4520 01 314 Electricity	6,100.00	1,896.70	4,203.30	31.09	3,710.06
100 4520 01 317 Equipment Maintenance	3,500.00	1,765.87	1,734.13	50.45	2,119.43
100 4520 01 318 New Equipment	0.00	0.00	0.00	0.00	183.27
100 4520 01 330 Park Maintenance Supplies	4,625.00	2,103.91	2,521.09	45.49	2,058.57
100 4520 01 375 Park Cottage Building Maintenance	0.00	0.00	0.00	0.00	980.37
100 4520 01 376 Park Vehicle Maintenance	4,000.00	0.00	4,000.00	0.00	1,598.94
100 4520 01 377 All Other Park Building Maintenance	1,734.00	1,019.25	714.75	58.78	5,596.14

**Budget vs Actual by Department**  
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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual 2019
<b>TOTAL EXPENSES</b>	<b>99,003.00</b>	<b>29,088.58</b>	<b>69,914.42</b>	<b>29.38</b>	<b>43,418.97</b>
<b>RECREATION</b>					
100 4520 02 145 Recreation Payroll	71,750.00	41,394.30	30,355.70	57.69	40,990.38
100 4520 02 146 Rec. Seasonal Payroll	0.00	7,864.54	(7,864.54)	0.00	6,165.03
100 4520 02 147 Program Asst Salary	46,904.00	21,411.26	25,492.74	45.65	26,796.01
100 4520 02 201 Office Expenses	1,200.00	502.34	697.66	41.86	302.79
100 4520 02 204 Memberships	1,000.00	1,017.59	(17.59)	101.76	861.80
100 4520 02 232 Field Improvements	0.00	0.00	0.00	0.00	25.21
100 4520 02 273 Seniors Trips	6,000.00	2,010.00	3,990.00	33.50	1,640.00
100 4520 02 280 Summer Program	50,000.00	500.00	49,500.00	1.00	22,059.13
100 4520 02 308 Staff Training/Education	500.00	144.01	355.99	28.80	0.00
100 4520 02 310 Rec. Uniforms	200.00	0.00	200.00	0.00	0.00
100 4520 02 314 Electricity	0.00	279.95	(279.95)	0.00	727.29
100 4520 02 316 Cellphone Reimbursement	1,302.00	813.40	488.60	62.47	488.04
100 4520 02 317 Field Maintenance	0.00	119.01	(119.01)	0.00	1,999.81
100 4520 02 318 Equipment	0.00	596.83	(596.83)	0.00	102.01
100 4520 02 319 Gas-Mileage	650.00	426.30	223.70	65.58	481.12
100 4520 02 324 Brochures/Newsletters	1,500.00	517.94	982.06	34.53	411.41
100 4520 02 328 Special Events	13,000.00	1,529.13	11,470.87	11.76	3,522.86
<b>TOTAL EXPENSES</b>	<b>194,006.00</b>	<b>79,126.60</b>	<b>114,879.40</b>	<b>40.79</b>	<b>106,572.89</b>
<b>TOTAL PARKS &amp; RECREATION</b>	<b>293,009.00</b>	<b>108,215.18</b>	<b>184,793.82</b>	<b>36.93</b>	<b>149,991.86</b>
<b>LIBRARY</b>					
100 4550 01 147 Library Payroll	403,599.00	222,890.23	180,708.77	55.23	212,373.48
100 4550 01 249 Non-salary expenses	104,000.00	40,000.00	64,000.00	38.46	55,169.05
<b>TOTAL EXPENSES</b>	<b>507,599.00</b>	<b>262,890.23</b>	<b>244,708.77</b>	<b>51.79</b>	<b>267,542.53</b>
<b>PATRIOTIC PURPOSES</b>					
100 4583 01 238 Flags	500.00	0.00	500.00	0.00	134.81
100 4583 01 277 Patriotic Misc.	1,200.00	0.00	1,200.00	0.00	830.72
<b>TOTAL EXPENSES</b>	<b>1,700.00</b>	<b>0.00</b>	<b>1,700.00</b>	<b>0.00</b>	<b>965.53</b>
<b>TOTAL CULTURE &amp; RECREATION</b>	<b>802,308.00</b>	<b>371,105.41</b>	<b>431,202.59</b>	<b>46.25</b>	<b>418,499.92</b>
<b>CONSERVATION</b>					
100 4611 01 207 Conservation Commission	4,000.00	450.00	3,550.00	11.25	652.47
<b>HERITAGE COMMISSION</b>					
100 4619 01 215 Heritage Administrative Expenses	400.00	63.49	336.51	15.87	168.64
100 4619 01 302 Survey/Software-Heritage	5,000.00	390.00	4,610.00	7.80	200.00
100 4619 01 308 Training/Conferences	100.00	0.00	100.00	0.00	0.00
100 4619 01 313 Veterans/Engraving	200.00	0.00	200.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>5,700.00</b>	<b>453.49</b>	<b>5,246.51</b>	<b>7.96</b>	<b>368.64</b>
<b>CONSERVATION/HERITAGE</b>	<b>9,700.00</b>	<b>903.49</b>	<b>8,796.51</b>	<b>9.31</b>	<b>1,021.11</b>
<b>ECONOMIC DEV. COMM.</b>					
<b>TOWN CENTER REVITALIZATION</b>					
<b>ENERGY COMMISSION</b>					
100 4660 02 281 Energy Commission Expenses	1,200.00	0.00	1,200.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>
<b>DEBT SERVICE</b>					
<b>PRINCIPLE - LONG TERM</b>					
100 4711 00 400 Debt Service Principal	570,000.00	570,000.00	0.00	100.00	0.00
100 4711 03 402 PSC Principal	0.00	0.00	0.00	0.00	281,875.00
100 4711 04 402 Fire House/Conservation Bond Principal	0.00	0.00	0.00	0.00	180,000.00
100 4711 06 402 Scamman Conservation Bond Principal	0.00	0.00	0.00	0.00	120,000.00
<b>INTEREST - LONG TERM</b>					
100 4721 00 401 Debt Service Interest	188,090.00	166,840.00	21,250.00	88.70	0.00

# Budget vs Actual by Department Town of Stratham For 7/31/2020

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	Dept Budget 2020	YTD Actual 2020	Budget v. Actual Difference	% Expended	YTD Actual2019
100 4721 03 401 PSC Interest	0.00	0.00	0.00	0.00	26,562.50
100 4721 04 401 Fire House/Conservation Interest	0.00	0.00	0.00	0.00	144,225.42
100 4721 09 401 Scamman Conservation Interest	0.00	0.00	0.00	0.00	27,718.75
<b>TOTAL EXPENSES</b>	<b>758,090.00</b>	<b>736,840.00</b>	<b>21,250.00</b>	<b>97.20</b>	<b>780,381.67</b>
<b>TOTAL OPERATING BUDGET</b>	<b>7,478,991.00</b>	<b>4,249,667.13</b>	<b>3,229,323.87</b>	<b>56.82</b>	<b>4,049,771.84</b>

## COVID expenses by function:

Administration	\$25,853.24	(Includes the cost for the July Town Meeting)
Election & Registration	600.00	
Finance	135.00	
Computer Services	2,024.98	
Legal	4,824.50	
Police	28,498.09	(Includes First Responder Stipends)
Fire	33,171.24	(Includes First Responder Stipends)
Public Works	<u>24.16</u>	
Total	\$99,339.15	



Town of Stratham  
CIP/Capital Projects  
Balances As of July 31, 2020

Project/Account	Balance Forward (2016-2019)	YTD	\$ Remaining
<b>Assessing Vehicle Replacement</b>	<b>15,000.00</b>	<b>0.00</b>	<b>15,000.00</b>
100 4908 19 670 2019 Assessing Vehicle Replacement	15,000.00	0.00	15,000.00
<b>FD Computer Replacement</b>	<b>333.71</b>	<b>0.00</b>	<b>333.71</b>
100 4908 16 546 2016 FD Computer Replacement	333.71	0.00	333.71
<b>Gifford Barn Painting</b>	<b>14,366.92</b>	<b>0.00</b>	<b>14,366.92</b>
100 4909 19 547 2019 Gifford Barn Painting	14,366.92	0.00	14,366.92
<b>Library Carpet Replacement</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>
100 4903 18 572 2018 Library Carpet Replacement	10,000.00	0.00	10,000.00
100 4903 19 572 2019 Library Carpet Replacement	10,000.00	0.00	10,000.00
<b>Library Computer Replacement</b>	<b>6,207.36</b>	<b>0.00</b>	<b>6,207.36</b>
100 4908 17 511 2017 Library Computer Replacement	3,207.36	0.00	3,207.36
100 4908 19 511 2019 Library Computer Replacement Program	3,000.00	0.00	3,000.00
<b>Maple Lane Cemetery Landscaping</b>	<b>18,003.69</b>	<b>5,503.12</b>	<b>12,500.57</b>
100 4909 18 598 2018 Maple Lane Cemetery Landscaping2	3.69	3.69	0.00
100 4909 19 598 2019 Maple Lane Cemetery Landscaping	18,000.00	5,499.43	12,500.57
<b>Maple Lane Cemetery Paving</b>	<b>14,000.00</b>	<b>0.00</b>	<b>14,000.00</b>
100 4909 17 597 2017 Maple Lane Cemetery Paving	7,000.00	0.00	7,000.00
100 4909 19 597 2019 Maple Lane Cemetery Paving	7,000.00	0.00	7,000.00
<b>Master Plan Update</b>	<b>41,809.65</b>	<b>3,036.15</b>	<b>38,773.50</b>
100 4909 18 599 2018 Master Plan Update	21,809.65	3,036.15	18,773.50
100 4909 19 599 2019 Master Plan Update	20,000.00	0.00	20,000.00
<b>MC Phone System Replacement</b>	<b>15,012.00</b>	<b>4,557.49</b>	<b>10,454.51</b>
100 4908 18 316 2018 MC Phone System Replacement	15,012.00	4,557.49	10,454.51
<b>Playing Field Improvements</b>	<b>14,951.37</b>	<b>11,592.00</b>	<b>3,359.37</b>
100 4909 19 574 2019 Playing Field Improvements	14,951.37	11,592.00	3,359.37
<b>Public Safety Buildings Improvements</b>	<b>15,305.19</b>	<b>0.00</b>	<b>15,305.19</b>
100 4903 19 574 2019 Public Safety Buildings Improvements	15,305.19	0.00	15,305.19
<b>PWC Environmental Match/Grant</b>	<b>60,000.00</b>	<b>0.00</b>	<b>60,000.00</b>
100 4909 16 654 2016 PWC Environmental Match/Grant	20,000.00	0.00	20,000.00
100 4909 17 654 2017 PWC Environmental Match/Grant	20,000.00	0.00	20,000.00
100 4909 18 654 2018 PWC Environmental Grant Match	20,000.00	0.00	20,000.00
<b>Revaluation Expenses</b>	<b>58,939.71</b>	<b>750.00</b>	<b>58,189.71</b>
100 4909 17 664 2017 Revaluation	8,939.71	750.00	8,189.71
100 4909 18 664 2018 Revaluation	25,000.00	0.00	25,000.00
100 4909 19 664 2019 Revaluation Expenses	25,000.00	0.00	25,000.00

Town of Stratham  
CIP/Capital Projects  
Balances As of July 31, 2020

Project/Account	Balance Forward (2016-2019)	YTD	\$ Remaining
<b>Road Reconstruction Program</b>	<b>119,247.91</b>	<b>92,258.67</b>	<b>26,989.24</b>
100 4909 19 601 2019 Road Reconstruction Program	119,247.91	92,258.67	26,989.24
<b>SHP Facility Improvements</b>	<b>22,092.93</b>	<b>0.00</b>	<b>22,092.93</b>
100 4903 17 573 2017 SHP Facility Improvements	2,162.64	0.00	2,162.64
100 4909 19 573 2019 SHP Facility Improvements	19,205.53	0.00	19,205.53
101 4903 18 573 2017 SHP Facility Improvements	724.76	0.00	724.76
<b>SHP Front Pavilion Painting</b>	<b>296.87</b>	<b>0.00</b>	<b>296.87</b>
100 4909 18 545 2018 SHP Front Pavilion Painting	296.87	0.00	296.87
<b>SHP Parking Lot Improvement</b>	<b>32,000.00</b>	<b>0.00</b>	<b>32,000.00</b>
100 4909 17 575 2017 SHP Parking Lot Improvements	11,000.00	0.00	11,000.00
100 4909 18 575 2018 SHP Parking Lot Improvements	11,000.00	0.00	11,000.00
100 4909 19 575 2019 SHP Parking Lot Improvements	10,000.00	0.00	10,000.00
<b>SHP Parking Lot Replacement</b>	<b>8,500.00</b>	<b>0.00</b>	<b>8,500.00</b>
100 4909 16 575 2016 SHP Parking Lot Replacement	8,500.00	0.00	8,500.00
<b>SHP Roadways</b>	<b>52,500.00</b>	<b>0.00</b>	<b>52,500.00</b>
100 4909 17 602 2017 SHP Roadways	17,500.00	0.00	17,500.00
100 4909 18 602 2018 SHP Roadways	17,000.00	0.00	17,000.00
100 4909 19 602 2019 SHP Roadways	18,000.00	0.00	18,000.00
<b>Stevens Park parking lot Improvements</b>	<b>9,000.00</b>	<b>0.00</b>	<b>9,000.00</b>
100 4909 19 610 2019 Stevens Park parking lot Improvements	9,000.00	0.00	9,000.00
<b>Stormwater Planning &amp; Grant Match</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>
100 4909 19 654 2019 Stormwater Planning & Grant Match	20,000.00	0.00	20,000.00
<b>Tennis Court Improvements</b>	<b>3,000.00</b>	<b>0.00</b>	<b>3,000.00</b>
100 4909 19 604 2019 Tennis Court Improvements	3,000.00	0.00	3,000.00
<b>Town Center Match/Grant</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>
100 4909 16 668 2016 Town Center Match/Grant	25,000.00	0.00	25,000.00
100 4909 17 668 2017 Town Center Match/Grant	25,000.00	0.00	25,000.00
<b>Town Office Computer Replacement</b>	<b>7,878.84</b>	<b>3,255.00</b>	<b>4,623.84</b>
100 4908 16 502 2016 Town Office Computer Replacement	188.86	188.86	0.00
100 4908 18 502 2018 Town Office Computer Replacement	2,689.98	2,689.98	0.00
100 4908 19 502 2019 Town Office Computer Replacement	5,000.00	376.16	4,623.84
<b>Traffic Control Program</b>	<b>1,396.50</b>	<b>0.00</b>	<b>1,396.50</b>
100 4909 19 603 2019 Traffic Control Program	1,396.50	0.00	1,396.50
<b>Water &amp; Sewer Infrastructure Study</b>	<b>165,000.00</b>	<b>3,279.66</b>	<b>161,720.34</b>
100 4909 16 655 2016 Water & Sewer Infrastructure Study	125,000.00	3,279.66	121,720.34
100 4909 17 655 2017 Water & Sewer Study	20,000.00	0.00	20,000.00
100 4909 18 655 2018 Water & Sewer Infrastructure Study	20,000.00	0.00	20,000.00

Town of Stratham  
CIP/Capital Projects  
Balances As of July 31, 2020

Project/Account	Balance Forward (2016-2019)	YTD	\$ Remaining
<b>Capital Project</b>	<b>389,580.00</b>	<b>0.00</b>	<b>389,580.00</b>
100 4913 01 000 2018 Skate Park Capital Project Funds	24,580.00	0.00	24,580.00
100 4913 19 000 2019 Curbside Collection Automation	365,000.00	0.00	365,000.00
<b>Grand Total</b>	<b>1,174,422.65</b>	<b>124,232.09</b>	<b>1,050,190.56</b>

Projects Lapsing at December 31, 2020:

Year/Project	Balance Forward	YTD	\$ Remaining
<b>2016</b>	<b>179,022.57</b>	<b>3,468.52</b>	<b>175,554.05</b>
FD Computer Replacement	333.71	0.00	333.71
PWC Environmental Match/Grant	20,000.00	0.00	20,000.00
SHP Parking Lot Replacement	8,500.00	0.00	8,500.00
Town Center Match/Grant	25,000.00	0.00	25,000.00
Town Office Computer Replacement	188.86	188.86	0.00
Water & Sewer Infrastructure Study	125,000.00	3,279.66	121,720.34
<b>Grand Total</b>	<b>179,022.57</b>	<b>3,468.52</b>	<b>175,554.05</b>

TOWN OF STRATHAM  
APPLICATION FOR APPOINTMENT

<input type="checkbox"/> BOARD OF ADJUSTMENT	<input type="checkbox"/> PUBLIC WORKS COMMISSION
<input type="checkbox"/> BUDGET ADVISORY COMMITTEE	<input type="checkbox"/> RECREATION COMMISSION
<input type="checkbox"/> CONSERVATION COMMISSION	<input type="checkbox"/> RT 108 CORRIDOR STUDY COMMITTEE
<input type="checkbox"/> ENERGY COMMISSION	<input type="checkbox"/> STRATHAM FAIR COMMITTEE
<input type="checkbox"/> HERITAGE COMMISSION	<input type="checkbox"/> TECHNICAL REVIEW COMMITTEE
<input type="checkbox"/> PLANNING BOARD	<input checked="" type="checkbox"/> OTHER Cemetery Trustee

APPLICANT'S NAME RICHARD GOULET PHONE # 978 578-0826  
ADDRESS 7 STRATHAM GREEN, STRATHAM, NH 03085  
EMAIL goulet.richard@comcast.net  
REGISTERED VOTER OF STRATHAM? YES ☒ NO ☐  
NUMBER OF YEARS AS A RESIDENT 2+

I WOULD LIKE TO BE CONSIDERED BY THE SELECT BOARD FOR APPOINTMENT  
TO A TOWN BOARD/COMMISSION/COMMITTEE INDICATED ABOVE BECAUSE:

EXPERIENCE IN PROPERTY MANAGEMENT  
& TIME AVAILABLE AS A RETIREE

I FEEL THE FOLLOWING EXPERIENCE AND BACKGROUND QUALIFIES ME FOR  
THIS POSITION:

30+ YEARS IN PROPERTY MANAGEMENT  
(RESUME ATTACHED)

SIGNATURE OF APPLICANT Richard Goulet DATE 8/10/20

## Resume

**Richard C. Goulet**  
**7 Stratham Green**  
**Stratham, NH 03885**  
cell (978) 518-0826  
e-mail [goulet.richard@comcast.net](mailto:goulet.richard@comcast.net)

(Confidential)

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### **SUMMARY OF EXPERIENCE AND QUALIFICATIONS**

***Senior facilities management professional with broad experience in public and private higher education, state government and industry.***

#### **Academic credentials**

- MBA, Babson College
- BSBA, summa cum laude, UMass Lowell
- Adjunct faculty

#### **Administration and planning**

- Strategic Planning; campus master plans, space plans, capital renewal plans
- Managed operating and capital budgets of over \$50 million
- Design and construction of numerous new buildings, renovation projects and campus landscape improvements
- Guided projects through local, state, federal and community approval processes.
- Negotiated leases and property management agreements
- Experience working with Massachusetts public agencies (DCAMM, purchasing, energy, inspectional services, environmental health & safety)
- Developed capital renewal programs to address deferred maintenance
- Led processes to change and develop diverse teams focused on providing excellent service to support students, faculty and staff
- Managed services; public safety, events, leasing, food services, shuttle programs, parking programs, student housing
- Consulted on capital renewal, classroom planning and organization assessments at a number of college campuses

#### **Energy management and sustainability**

- Created and chaired the first Energy Affairs Council at Tufts University
- Supported student sustainability initiatives on a number of campuses
- Participated in the design of net zero energy and low energy consumption buildings
- Member of project teams working on energy projects from simple solar arrays to extensive energy retrofits
- Managed several net-zero buildings

**Operations**

- Managed all aspects of campus facilities operations with organizations of more than 300 employees and total building space of over 6 million square feet at multiple locations.
- Implemented computer maintenance management systems and building management systems.
- Managed facilities with BSL3-level labs (CDC regulated) and research labs.
- Managed design & construction projects up to \$150 million.
- Negotiated and procured service contracts for HVAC, electrical, fire protection systems, security systems and janitorial and other service contracts
- Managed union staff according to collective bargaining agreements, including contract negotiations, grievance and arbitration processes

**Academia (adjunct faculty, lecturer)**

Hesser College	Manchester, NH (finance, management)
Rivier College	Nashua, NH (finance, accounting, management)
Colby-Sawyer College	New London, NH (accounting)
Northeastern University	Boston, MA (facilities management)
Northern Essex Community College	Haverhill, MA (hybrid capstone finance courses)

**EMPLOYMENT HIGHLIGHTS**

**2019 – present      Great Bay Consultants**

President

Facilities management and planning consultants.

**2014-2019      Commonwealth of Massachusetts, Executive Branch, Division of  
Capital Asset Management and Maintenance (DCAMM)**

Director of Property Operations, Security and Engineering

Responsible for managing a portfolio of 6 million square feet of state properties throughout the Commonwealth. 120 union employees, annual operating budget of \$40 million. Provided property management services for sites managed by DCAMM. Reviewed and approved agency requests for deferred maintenance project funding. Act as liaison to DCAMM finance, real estate and design & construction. Chaired Safety & Health Committee.



**2010 - 2014**

**Northern Essex Community College, Haverhill and Lawrence, Massachusetts**

Director of Facilities Management for three campuses.

Responsible for maintenance, grounds, custodial, public safety, capital projects, space planning, deferred maintenance and event planning. Adjunct faculty member of the business department.

**2007 to 2010**

**Sightlines, LLC**

National consultants to higher education and K-12 school systems.

Director of Consulting Services, Senior Technical Services Consultant

Consultant to higher education institutions throughout the U.S. providing strategic analyses for; facility asset planning, facilities operations, condition assessment, energy and utilities, best practice implementation, and space utilization studies.

**2003 to 2007**

**Sodexo USA, Education Services Division**

National outsourcing firm providing facility management services to higher education

General Manager Facilities and Capital Projects

**Summary of assignments with Sodexo**

**Roger Williams University, Bristol, Rhode Island (three years)**

Director of Facilities Management & Capital Projects. Contract management of facilities, 1.3 million square feet of buildings. Adjunct Faculty.

**American International College, Springfield, MA.**

Interim General Manager. Start up of a new facilities account, 700,000 square feet.

**Western Kentucky University, Bowling Green, KY.**

Interim General Manager, over 5 million square feet.

**1994 to 2003**

**Tufts University, Medford Massachusetts**

Private research university including medical, dental and veterinary colleges

Director of University Facilities

Responsible for all facilities management functions and design & construction for over 4 million square feet of space on three campuses including Tufts Medical and Dental Schools. Managed an annual operating budget of \$30+ million, 300 employees including over 200 union employees. Created and chaired the Energy Affairs Council.

**1990 – 1994**

**Marriott Management Services, Inc.** (later acquired by Sodexo)

National facilities outsourcing firm. Higher Education Division.

Director of Facilities, Colby-Sawyer College, New London, NH.

Initially as an employee of the college in 1990 then successfully outsourced all facilities operations. Managed over 500,000 square feet of buildings. Adjunct faculty.

**CORPORATE EXPERIENCE IN FACILITIES, ADMINISTRATION AND FINANCE**

**Electronic Pre-Press Systems, Inc. Bedford, MA.**

A high-tech subsidiary of Eastman Kodak

Director of Corporate Services: facilities, construction, security, food services, travel, parking.

**Computervision Corporation, Bedford, MA.**

High-tech computer-aided design systems manufacturer

Manager of Real Estate Planning, Finance and Administration

**Sanders Associates, Inc. Nashua, NH.**

Defense contractor

Corporate Auditor, Division Accounting Manager

Corporate Pilot

**OTHER PROFESSIONAL EXPERIENCE AND MEMBERSHIP**

- Vietnam-era veteran; United States Navy, Naval Aviation
- FAA licensed air transport pilot and aircraft mechanic
- MA MCPPO Certified Public Purchasing Official
- MA Certified Construction Manager at Risk
- NH Real Estate License
- Zoning Board of Appeals, Newburyport, MA (Secretary) 2013-2018
- Zoning Board of Adjustment, Stratham, NH (current)