



TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

MEMORANDUM

TO: Michael Houghton, Select Board Chair
Allison Knab, Select Board Vice Chair
Joe Anderson, Select Board

FROM: David Moore, Town Administrator

DATE: September 1, 2023

RE: Select Board Agenda and Materials for the September 5th Regular Meeting

Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for Tuesday, September 5, 2023.

- III. Consideration of Minutes –August 14, 2023
- IV. Finance and Budget Reports (second meeting of the month)
 - A. Preparation for tax rate setting
- V. Department Reports & Presentations
- VI. Correspondence
 - A. Email re: Comcast Service
 - B. SVFDA 2nd Set Fire Gear Donation Letter 08-15-2023
- 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. NHSPCA letter and contract – signature needed
- XI. Town Administrator Report

I will present developments associated with open items and other business of the Town. If any Board member has a specific request of an item I cover at the meeting, I welcome hearing from you at any time.

XII. Informational Items

- A. Memorial to Public Works Employees Dedication: Tuesday, September 12, 2023
- B. Surcharge on Electric Vehicles. Effective 9/1/23, the Department of Motor Vehicles will impose a surcharge for all electric vehicles. Stratham currently has 147 residents/businesses that this will effect. Below is the excerpt from HB2 for a little more clarification. The attachment is being provided by the Director of Motor Vehicles. Deb Bakie is happy to answer any additional questions that you have.

261:141-c Electric Vehicle Registration Fee to be Collected.

- I. Battery electric vehicles, as defined in RSA 236:132, I, shall be assessed a surcharge of \$100 on annual registration, and plug-in hybrid vehicles, as defined in RSA 236:132, V shall be assessed a surcharge of \$50, to be deposited in the highway fund. The department of safety, division of motor vehicles shall determine necessary procedures for determining vehicles subject to this surcharge.*

D. Governor & Council Approval of PFAS Alternatives Phase 2 Work

XIII. Reservations, Event Requests & Permits

- A. Request to use Room A for a wedding, 11/11/23
- B. NHSPCA request use of and fee waiver for 4-H Pavilion 9/20 for staff outing

XIV. Review of Recent or Upcoming Board & Commissions Agendas

XV. Boards and Commissions Nominations & Appointments

A. Appointments *for consideration*:

- 1. Gale Lyon to the Wiggin Memorial Library Board of Trustees as an Alternate

B. Appointments *to be voted on*:

XVI. Miscellaneous & Old Business

XVII. Adjournment



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SELECT BOARD AGENDA

September 5, 2023

7:00 P.M.

Hutton Room, Stratham Municipal Center
10 Bunker Hill Avenue, Stratham, NH 03885

This meeting of the Select Board will be held in the Hutton Room 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 e-mail dmoore@strathamnh.gov.

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 14, 2023
- IV. Finance and Budget Reports (second meeting of the month)
 - A. Preparations for tax rate setting
- V. Department Reports & Presentations
- VI. Correspondence
 - A. Email re: Comcast Service
 - B. SVFDA 2nd Set Fire Gear Donation Letter 08-15-2023
- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
- IX. Discussion of Monthly Reports – (second meeting of the Month)

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.



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- X. New Business and Action Items
 - A. NHSPCA letter and contract – signature needed

- XI. Town Administrator Report

- XII. Informational Items
 - A. Memorial to Public Works Employees Dedication: Tuesday, September 12, 2023
 - B. Department of Motor Vehicles surcharge for electric vehicles
 - C. Governor & Council Approval of PFAS Alternatives Phase 2 Work

- XIII. Department Linkage Reports

- Reservations, Event Requests & Permits
 - A. Request to use Room A for a wedding, 11/11/23
 - B. NHSPCA request use of and fee waiver for 4-H Pavilion 9/20 for staff outing

- XIV. Review of Recent or Upcoming Board & Commissions Agendas

- XV. Boards and Commissions Nominations & Appointments
 - A. Appointments *for consideration*:
 - 1. Gale Lyon to the Wiggin Memorial Library Board of Trustees as an Alternate

 - B. Appointments *to be voted on*:
 - 1.

- XVI. Miscellaneous & Old Business

- XVII. Adjournment

MINUTES OF THE AUGUST 14, 2023 SELECT BOARD MEETING

MEMBERS PRESENT: Board Members Chair Mike Houghton, Vice Chair Allison Knab; Joe Anderson

ALSO PRESENT: Town Administrator David Moore; Finance Administrator Christiane McAllister; Parks & Recreation Director Seth Hickey, Police Chief Anthony King

At 7:00 pm Mr. Houghton opened the meeting and asked for motions on the minutes. Ms. Knab motioned to accept the minutes of July 31, 2023 as written. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton recognized Parks & Recreation Director Seth Hickey for his department report. Mr. Hickey reported a successful summer camp season. Approximately 140 – 160 kids attended per day; a huge increase over last year. Food trucks on Thursdays at the park has been extended to Oct. Summerfest was also successful and will happen next year. He thanked Chief Denton and Chief King for their involvement and cooperation. They are in their 10th year of offering the mountain bike series. With 100 bicyclists participating, it has generated \$7,000 which goes back into the trails which have sustained significant damage from the rains this year. They are starting to focus on fall programming. The Programming Assistant position is still open with interviews ongoing. Mr. Hickey called attention to a new, volunteer run discussion group for seniors.

Mr. Hickey noted that the Trail Management Advisory Committee will meet in a few weeks and discuss the trail damage. Stratham Hill Park Association will meet in Sept.

Pickle ball has been seen a lot of participation all summer long. The nets that DPW constructed for easier set up and breakdown are beneficial.

The Recreation Commission requested that Mr. Hickey do some preliminary research on purchasing a van for the dept. This topic had been discussed at previous Select Board meetings. The van would be used to support senior and middle school trips. This would allow Parks and Rec to plan smaller outings to attend local events without the expense of having to hire a Coach bus. Initial feedback indicates people want to participate in local outings but don't want to drive.

Referring to the summer camp program, Mr. Moore expressed appreciation for having a high quality, safe, local program that benefits Stratham families. Mr. Hickey was grateful for the high quality staff.

Ms. Knab asked if DPW had removed the story walk at the park and if not if we could move that project up. It was installed some time ago and is now in disrepair. Mr. Moore will ensure this is done.

Mr. Houghton recognized Police Chief Anthony King. Chief King reported that the new administrative assistant is off to a great start. The department has improved coverage due to a full complement of part-time officers. He plans to conduct individual meetings with all of the officers to gain input as to their future goals and address retention issues which continue to

dominate the field. He then requested a non-public session to discuss hiring. Ms. Knab asked if, on a State level, legislation might help in the retention of officers. Chief King talked about the nationwide issue of retaining and attracting individuals to be police officers.

Chief King requested funds be released from the First Responder Golf Donation. Funds in the amount of \$2,414.51 would be used to purchase Officer Wynn a SERT Tactical Vest. Officer Wynn's vest needs replacement due to age and proper fitting. In addition, he would like to use \$3,326 of the funds to purchase and upgrade camera sensors at the Police Station. This would allow for better coverage of the back parking lot to the station and a portion of the main entrance. Chief King reported that the IT consultant recently updated the internal server for the cameras. Ms. Knab motioned approval for the release of \$5,741 from the Stratham First Responder Golf Tournament for the two pieces of equipment. Mr. Anderson seconded the motion. All voted in favor.

At 7:22 pm Mr. Houghton motioned to enter into a non-public session in accordance with RSA 91-A:3, II(a) dismissal, promotion, compensation; (b) hiring; and (c) reputational matters, would likely affect adversely the reputation of another. Mr. Anderson seconded the motion. Roll call: Houghton-yes; Knab – yes; Anderson-yes.

At 10:20 pm Ms. Knab motioned to come out of the non-public session and seal the minutes noting that failure to do so would render a proposed action ineffective. Mr. Houghton seconded the motion. Roll call: Houghton-yes; Knab – yes; Anderson-yes.

NEW BUSINESS

Mr. Moore narrowed down possible dates to hold a special town meeting on Stratham Community Power to Oct 19 or Oct 26. After a brief discussion, the Board decided on October 26.

Mr. Houghton motioned to release the performance guarantees for Kennebunk Savings based upon execution of the agreement. Mr. Anderson seconded the motion. All voted in favor.

Ms. Knab motioned approval of the Troop 185 Raffle Permit Application for the car show. Mr. Anderson seconded the motion. All voted in favor.

Ms. Knab motioned to re-appoint Dan McAuliffe to a full member seat on the Conservation Commission for a three year term ending at Town Meeting 2026. Mr. Anderson seconded the motion. All voted in favor.

Ms. Knab motioned to re-appoint Brad Jones to a full member seat on the Conservation Commission for a three year term ending at Town Meeting 2026. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton recognized Ms. McAllister for a brief financial report update. Given the late hour, Mr. Moore suggested moving the discussion to Sept. 25th. Ms. McAllister added that by Sept. 25th she will have done the revised revenues which is the next step in the tax rate setting.

Mr. Anderson announced that the governor signed a bill last week regarding non-public minutes over 10 years old. Implication of the bill is that non-public minutes will be made public unless resealed. Mr. Moore will obtain guidance from Town Counsel to ensure we are in compliance with the law.

The group briefly discussed a request from an abutter to use the municipal center parking lot on August 20 from noon to 5:00 pm. As long as there were no conflicts with other building events, the Board decided to allow it.

At 10:28 pm Mr. Anderson motioned to adjourn. Ms. Knab seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard
Recording Secretary

On Aug 29, 2023, at 4:07 PM, Contact form at Town of Stratham NH
<cmsmailer@civicplus.com> wrote:

Hello mhoughton,

James Bond (007@ttlc.net) has sent you a message via your contact form (<https://www.strathamnh.gov/user/473/contact>) at Town of Stratham NH. If you don't want to receive such e-mails, you can change your settings at <https://www.strathamnh.gov/user/473/edit>.

Message:

Hi Mike. Just a quick note about Comcast. The frequent outages are totally unacceptable, and the technical assistance is horrible. I know that I'm not the first one to complain, and there may not be much that can be done; but we really need to think long and hard about their contract the next time it comes up for renewal.

Thanks.

Jim Bond
24 Jana Lane

STRATHAM VOLUNTEER FIRE DEPARTMENT ASSOCIATION

4 Winnicut Road, Stratham, NH 03885

Tuesday, August 15, 2023

To: Town of Stratham

Re: Fire Gear Donation

Dear Select-Board,

The Stratham Volunteer Fire Department Association wishes to support the vision and mission of the Stratham Fire Department including its efforts to better serve the community and maintain the safety of our responding members through a variety of initiatives and programs. This donation of **\$50,000.00** is made with the understanding that the Select Board, upon receiving recommendations from the Fire Chief, will use the funds for the following purposes:

- To provide our certified Firefighters a second set of protective Firefighter Bunker Gear as a health and safety initiative. This second set of fire gear will allow our firefighters to safely, decontaminate any gear worn in a fire or other hazardous exposure situation that may be harmful to their health. It also allows these same firefighters to immediately respond to any follow-on calls with a clean set of gear for the safety of the firefighters themselves and the public they serve. This ability to have more than one set of gear coupled with department decontamination protocols will help to keep our members health and safety a number one priority for the department.

The Fire Dept. Association Officers and Directors met and approved of this donation on Tuesday **August 15, 2023**. I look forward to answering any and all of your questions or concerns.

Sincerely,



Dan Crow, President, SVFDA



Les Barker, Treasurer, SVFDA



Jeffrey M. Denton, Chief, Stratham Vol. Fire Dept.

City-Town Agreement

Agreement made this 14th day of August, 2023 by and between the Town of Stratham, NH hereinafter called Town of Stratham and the New Hampshire Society for the Prevention of Cruelty to Animals, hereinafter called Society.

Section A:

IMPOUNDMENT SERVICES FOR STRAY ANIMALS: Fees to be billed quarterly to the Town of Stratham according to the Fee Schedule. The maximum hold time will be seven days per animal (ten days for rabies quarantine).

1. The Society is hereby employed and authorized to act as the impoundment and care facility for unclaimed domestic companion stray animals as may be found at large in the Town of Stratham, NH. While these animals are in our facility, the Society will provide food, water, shelter and other humane animal care services including necessary and emergency veterinary services deemed to benefit the animal up to and including euthanasia. Society accepts no responsibility for the ownership of the animal while being held by the Society. The Town of Stratham relinquishes all rights and claims to all dogs and positive I.D. cats when turned over to the Society after seven (7) days, and all other cats and animals after five (5) days. If at the end of each respective holding period, the animal has not been reclaimed by the owner, Society will place for adoption or otherwise dispose of the animal pursuant to RSA 466:18.
2. Society will dispose of stray domestic companion animals brought to the facility dead on arrival by the Town of Stratham authority. The Society does not provide euthanasia or disposal of privately owned (citizen's) animals.
3. Society shall provide admission, rehoming, transferring out or, if necessary, euthanasia and disposal of feral (wild) cats that may be brought in by the Town of Stratham.
4. At the Town of Stratham's request, the Society shall rabies quarantine and provide care for any stray domestic companion animal known to have bitten a person or another animal up to 10 days from date of bite. In the case that an owner is found, the Town of Stratham is ultimately responsible for payment if the owner refuses to or is unable to pay. If requested, Society shall provide euthanasia and disposal of Rabies Quarantined animals after the 10-day holding period. ***The Society does not offer Rabies Quarantine services to the public for owned animals; this service is for stray domestic companion animals only.***
5. Owner Surrender via Police Departments: Society shall accept admittance to the facility any domestic companion animal that was willfully surrendered by an owner to the Town of Stratham authority. ***Any animal surrendered must have a Transfer of Ownership Form and any known behaviors or aggressions/bites must be noted on the form.***

6. In the event a stray animal being impounded is reclaimed by the owner, all impoundment fees will be paid by the owner in lieu of the Town of Stratham.

Section B:

NHSPCA CRUELTY INVESTIGATION SERVICES: Fees to be billed monthly to the Town of Stratham according to Fee Schedule, throughout the duration of a case.

1. The Society is hereby employed and authorized to act as the impoundment and care facility for Rescued/Seized/Protective Custody animals as may be found in the Town of Stratham, New Hampshire. While these animals are in our facility, the Society will provide humane animal care services (as described in Paragraph 1 of Impoundment Services) Society accepts no responsibility for the ownership of the animal(s) while being held by the society.

2. While the Society agrees to house the animal(s) at our facility while awaiting disposition by the courts, the Town of Stratham, NH agrees to pay a holding fee per animal as listed in the Fee Schedule. While the animals are in our custody, the Society reserves the right to obtain assistance from other Agencies, and Foster Homes to help house and care for the animals if we are short of space. The Society will assure the other holding Agencies and Foster Homes will follow the same policies and procedures listed in this contract, up to and including all holding fees and veterinarian care. The Town of Stratham, NH also agrees to pay all medical costs incurred per animal while held by the Society. Every effort will be made to have the animals surrendered to avoid excessive costs.

****New Law in effect as of January 1, 2020:***

Courts shall give cases in which animals have been confiscated by an arresting officer, priority on the court calendar. In cases in which the animals have been confiscated by an arresting officer or his or her agency, a status hearing shall be held by the court within 14 days of the confiscation of the animals.

Towns now have the authority and obligation to assist in expediting hearings for animals held in Protective Custody. Efforts should be made to ensure that this new statute is adhered to.

3. The Town of Stratham, NH has the legal right under RSA 644:8 IV. (a) Cruelty to Animals to recover all costs incurred for the boarding and treatment of the animals from the owner, pending disposition of the case.
4. The Society will work with the town Police Departments and their Officers in the investigation and prosecution, if needed, of cruelty to animal complaints.

5. Information on grant funds to cover Protective Custody Expenses is available on the State of the New Hampshire website: Section 437-B:1 - Cost of Care Fund <https://gencourt.state.nh.us/rsa/html/XL/437-B/437-B-mrg.htm>

6. The Town of Stratham in its discretion will prosecute all violations of the Town of Stratham ordinances and State animal cruelty laws requiring police action and seek restitution.

7. The Town of Stratham is responsible for all fees incurred for any services provided by the Society. It is up to the Town of Stratham, NH to recover the restitution from a person convicted, not the Society.

TERMS & CONDITIONS

1. This Impoundment Services portion of this contract is to run for a term of twelve (12) months from this date. Either party may terminate this contract at any time during the term thereof by supplying the other party thirty (30) days notice in writing of intent to terminate the contract. Without written notice, this contract shall remain in effect until a new contract is executed by Society and the Town of Stratham.

2. The Cruelty Investigation Services portion of this contract is in effect during each case until a case is closed, all fees paid, and the case is adjudicated by the courts.

3. The Town of Stratham agrees to pay any and all expenses and costs, including but not limited to, attorney's fees should there be a breach of this contract.

4. The Town of Stratham shall hold Society harmless and indemnify it for any causes of action, claims, lawsuits or demands made against Society.

5. The Society reserves the right to refuse admittance of any animal not considered a domestic companion animal. The Town of Stratham agrees to contact the Society for approval prior to bringing any questionable animal for admittance.

FEE SCHEDULES

Impoundment Services

<i>Admission of Surrendered Animal</i>	\$30 / animal	
<i>Holding of unclaimed stray domestic companion animals</i>	\$25 per day, per animal or crate* (\$175 per week)	*small animals or multiples (ex. litter of kittens) charged at discretion of the Director of Animal Care
<i>Rabies Quarantine* 10 day hold (double kennel required)</i>	\$500 Dogs \$500 Cats	
<i>Rabies symptoms exhibited*</i>	\$200 for prep and transport Holding fee prorated per day	*If a vet determines an animal is exhibiting signs of rabies, it will be immediately euthanized and submitted for testing with the state.
<i>Rabies Quarantine Vet Exam for Disposition of Animal (required by law of all rabies suspects)</i>	\$30 per animal	
<i>Euthanasia after Rabies Quarantine</i>	\$85 / Large Dog \$50 / Small Dog / Cat \$25 / Small Mammal	\$200 / Aggressive Dog

Admission & Euthanasia of Feral Cat	\$50 / cat	
Disposal of animal remains (either DOA or after Euthanasia)	\$50 / dog \$35 / cat or other animal	

Cruelty Investigation Services

Holding of animals awaiting disposition by the courts*	\$30 1 st Day and \$25 per additional day / Dogs, Cats and Other Animals	* \$30 per Day Aggressive Animal
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City/Town Authorized Signature below indicates entry into contract for: (please select)

- Section A:** Impoundment Services only
- Section B:** Cruelty Investigation Services only
- Section A & B:** Both Impoundment and Cruelty Investigation Services

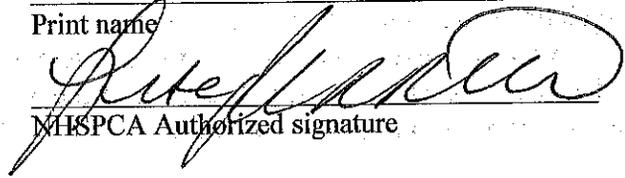
City/Town Authorized Signature below indicates entry into contract for: (please select)

Town of Stratham Authorized Signature

Date

Print name

Title



8/4/2023
Date

Lisa Dennison

Print name

Executive Director

Title



August 4, 2023

David Moore
Town Administrator
Town of Stratham
76 Portsmouth Ave.
Stratham, NH 03885

Dear Mr. Moore:

Attached is the 2023 Town Impoundment Contract illustrating fees for impoundment (stray) services from the NHSPCA.

To continue receiving impoundment services, we ask that you sign both copies of the enclosed contract, return one and keep the other for your records.

Once the contract has been accepted and a signed copy submitted to us, please contact Savannah Alcerro, Director of Animal Services at 603-772-2921 x 123 if you want to visit the facility and have any officer or ACO train on Surrender Procedures. She will arrange a tour of our facility, provide training on the use of the holding kennel, and supply a key fob, if necessary, to access the kennel during hours that the agency may be closed for business.

Please know that we continue to be here as a resource for you and your community. Enclosed is a brief outline of other agency services offered along with our Private Line number for police use only.

Let me know if you have any questions or concerns. I can be reached at 603-772-2921 ext. 107 or at ldennison@nhspca.org.

Sincerely,

Lisa Dennison
Executive Director

NEW HAMPSHIRE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

PO Box 196, 104 PORTSMOUTH AVE., STRATHAM, NH 03885 | P: 603-772-2921 | F: 603-778-7804 | WWW.NHSPCA.ORG



*The Honor of Your Presence Is Requested
At The 2023 Dedication of Names.*

Please RSVP to (603) 271-2693 or highwaymaintenance@dot.nh.gov with an approximate number of attendees by Friday, September 8, 2023. Direct any questions to the number or email above.

New Hampshire
**MEMORIAL TO
PUBLIC WORKS
EMPLOYEES
Who Have Died in
Service**



DEDICATION of NAMES

Tuesday, September 12, 2023

9:00 a.m. – 10:30 a.m.

7 Hazen Drive, Concord, NH

From: [Arlon Chaffee](#)
To: [Karen Richard](#)
Cc: [David Moore](#)
Subject: Fwd: King Challenge charity bicycle ride - Oct 21st
Date: Monday, August 21, 2023 8:52:25 AM
Attachments: [Town of Stratham.pdf](#)

Karen - I am forwarding the below in David's absence.
Arlon

----- Forwarded message -----

From: **Arlon Chaffee** <arlonchaffee@gmail.com>
Date: Mon, Aug 21, 2023 at 8:48 AM
Subject: King Challenge charity bicycle ride - Oct 21st
To: David Moore <dmoore@strathamnh.gov>
Cc: Anthony King <aking@strathampd.org>, Jeff Denton <jdenton@strathamnh.gov>

David - The 13th Annual King Challenge bicycle ride is scheduled to take place on Saturday October 21st. The logistics will be essentially the same as previous years' events. The Start & Finish is at Timberland and the course spends only a brief amount of distance in Stratham (on Rt 111). See www.kingchallenge.org for event details.

We expect about 400 riders this year and, again, there will be a post-ride celebration on Timberland's recreation field. We will have a licensed caterer serving beer; they will secure the necessary liquor permit and the serving area will be cordoned off, approved with a letter for Permit of Assembly from Stratham FD. As in the past, no DOT Parade Permit is required!

I will also be in touch with Chief King to review course safety and operations, and discuss any officer details.

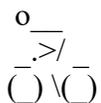
An ambulance/EMT detail will be requested through the Fire Department to make sure the equipment and resources are reserved.

Over the first 12 years of the event we raised nearly \$1.3 Million for Krempels Center, a Portsmouth-based nonprofit organization dedicated to improving the lives of people living with brain injury from trauma, tumor or stroke. We are hoping to continue that success this year!

I am sending along a certificate of insurance, see attached. Please let me know if there is anything else required of the Town in order for us to conduct this ride or confirm that we are all set.

If this matter appears before the Select Board, please also let me know if and when it is approved by them.

Kindest regards,
Arlon



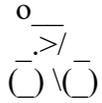
Friends don't let friends ride slow

Arlon A. Chaffee

Mobile: 603.682.9954

Please consider the environment before printing this e-mail

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Friends don't let friends ride slow

Arlon A. Chaffee

Mobile: 603.682.9954

Please consider the environment before printing this e-mail



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 26, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE August 02 2023
ITEM # 66

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Strategic Planning grant to the Town of Stratham, (VC# 177230-B001) totaling \$50,000 to improve public water system sustainability, effective upon Governor and Council approval through June 15, 2025. 100% Federal Funds.

Funding is available in the following account:

03-44-44-440010-2476-072-500574
Dept Environmental Services, ARPA Program, Grants Federal
Activity Code: 00FRF6020WB4401A

FY 2024
\$50,000

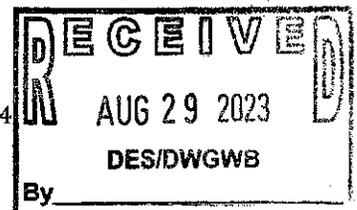
EXPLANATION

During the Fall of 2022, NHDES went out for solicitation of interest to community water systems serving a population greater than 150 people. Forty-six (46) proposals were received, evaluated, and ranked based on criteria included in the request for proposals, such as the ability to demonstrate a "shovel-ready" drinking water infrastructure project following the planning efforts and an ability to make improvements to the sustainability of the system. Out of the forty-six project proposals, twenty-three (23) were selected to be funded under the American Rescue Plan Act (ARPA) funds. See attachment A for the proposal rankings and list of reviewers.

The Town of Stratham will use the funds to assess the possibility of interconnection and explore the cost effectiveness of the regional interconnection. Through the strategic planning efforts, the results of the assessment will potentially help the capacity and cost-effectiveness of their community.

ARPA of 2021 is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964



relief to states and making investments in water, sewer, and broadband infrastructure. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

In the event grant funds become no longer available, general funds will not be requested to support this program. These grant agreements have been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

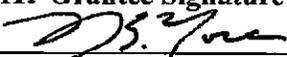
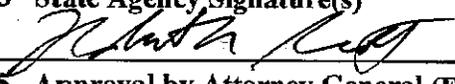
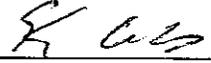


Robert R. Scott
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3. Grantee Name Town of Stratham		1.4. Grantee Address 10 Bunker Hill Ave., Stratham, NH 03885	
1.5 Grantee Phone # 603-772-7391	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date June 15, 2025	1.8. Grant Limitation \$ 50,000.00
1.9. Grant Officer for State Agency Mathew Deterling		1.10. State Agency Telephone Number 603-271-1994	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 David Moore, Town Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 7/11/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. 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 or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. INSURANCE.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
 18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. 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 first above given.
 20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. 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.
 23. 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 relating hereto.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

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SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use

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documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or

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extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

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REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40,

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United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
 2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
 4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.
 5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
 6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged,

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demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.”

EXHIBIT B
SCOPE OF SERVICES

The Town of Stratham will complete the following outlined tasks. The goal of the project is to allow the town to plan for implementation of redundancy by exploring cost-effectiveness and costs for a regional interconnection.

Task 1 – Kick off meeting

Task 2 - Finalize Regional Partner

- Coordinate meetings with the potential Regional Partners.
- Select preferred Regional Partner based on outcome of discussions and cost factors.
- Develop a suggested memorandum of understanding with cost sharing allocations.

Task 3 – Mid- level meeting

Task 4 - Regional Interconnection – Conceptual Design

- Refine project goals and create a vision statement.
- Review hydraulic grade line information for the Town and the Regional Partner.
- Refine the scope and costs of improvements needed, including a booster pump station, water main, and water storage tank.
- Establish a Basis of Design for the necessary infrastructure.
- Update opinion of project costs to support the CIP and funding applications.
- Identify future cadastral work and easements or land acquisition needed.
 - Summarize findings and recommendations in a technical memorandum.
- Identify next steps for final design, including hydrogeological investigations, pilot studies, topographical survey, and subsurface investigations.
- Identify funding alternatives and schedule for implementation.
- Submit draft memorandum to Town and State for review.
- Submit final memorandum to Town and State pending incorporation of comments.

Task 5 – Wrap-up meeting

Deliverables: All Deliverables will be submitted to NHDES in electronic format.

- Memorandum of Understanding between the Town and preferred Regional Partner.
- Meeting notes.
- Opinions of costs.
- Technical Memorandum summarizing findings, conclusions, and recommendations of the work.

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Date 5/31/2023

- Work Plans at an appropriate scale to show the overall scope of recommended work.

An invitation for NHDES participation in meetings is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council. **Completion date for the contract will be as listed on the grant agreement (section 1.7).**

EXHIBIT C
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

Grantee Initials D.S.M.
Date 5/31/2023

Certificate of Vote of Authorization

TOWN OF STRATHAM

10 BUNKER HILL AVENUE, STRATHAM, NH 03885

I, Christiane McAllister of the Town of Stratham do hereby certify that at a meeting held on May 30, 2023, the Select Board voted to enter into a 2023-2025 Strategic Planning Grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Stratham further authorized the Town Administrator, David Moore, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Christiane McAllister of Town of Stratham, the 31st day of May 2023.

Christiane McAllister Signature: 

STATE OF NEW HAMPSHIRE, County of Rockingham

On this 31st day of May 2023, Deborah Bakie, before me (Notary Public) the undersigned Officer, personally appeared. Christiane McAllister, who acknowledged herself to be the Finance Administrator of Town of Stratham, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal. Notary Public my commission expires:


DEBORAH L. BAKIE
Justice of the Peace-NH
My Comm. Expires Nov. 22, 2026



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Official's Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Stratham 10 Bunker Hill Avenue Stratham, NH 03885		Member Number: 301	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2023	1/1/2024	Combined Single Limit (Each Accident)	Included in the above	
		Aggregate			
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2023	1/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 5/31/2023 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			

Attachment A
2023-2025 Grant Round – Strategic Planning Grant Program
Applications and Rankings

PWS ID	Applicant	Amount Requested	Score (out of 42)
2041010	Rye Water District- Garland Road	\$33,000	34
0161010	Bartlett Village Water Precinct	\$48,500	30
0752020	Lakeview Condo Assoc.	\$19,520	29
0761010	Epping Water and Sewer Dept.- F1 Permitting	\$50,000	29
1793020	Loon Estates	\$50,000	29
2041010	Rye Water District- Treatment Plant Study	\$50,000	29
1971010	Town of Raymond	\$50,000	27
1321010	City of Lebanon	\$50,000	24
1861010	Town of Pembroke	\$50,000	24
N/A	Town of Stratham	\$50,000	24
2401010	Town of Walpole	\$50,000	24
2501010	Town of Whitefield	\$50,000	24
1241010	City of Keene	\$50,000	24
1211010	Jackson Water Precinct	\$50,000	23
2301020	West Swanzey Water Co.	\$50,000	22
1521010	Town of Meredith	\$50,000	22
1351010	Town of Lincoln	\$50,000	21
1181020	Hooksett Village Water Precinct	\$50,000	21
1191010	Contoocook Village Precinct	\$50,000	21
2411010	Warner Village Water District	\$50,000	20
N/A	Town of Pelham	\$50,000	19
1181020	Hooksett Village Water Precinct	\$35,000	19
2571020	Town of Woodstock	\$36,500	19
..... PROJECTS CURRENTLY ELIGIBLE FOR FUNDING LISTED ABOVE THIS LINE			
0761010	Epping Water and Sewer Dept.	\$50,000	18
0801010	Town of Exeter	\$50,000	18
1141020	Emerald Lake Village District	\$50,000	18
0251010	Penacook-Boscawen Water Precinct	\$50,000	18
1471010	Manchester Water Works	\$50,000	16
1181010	Central Hooksett	\$50,000	16
2011010	Rollinsford Water and Sewer	\$50,000	16
2051010	Town of Salem	\$50,000	16
2531010	Town of Winchester	\$50,000	16
0691010	UNH/Durham Water System	\$50,000	14
0881020	Gunstock Acres Village District	\$46,800	13
0101010	Town of Ashland	\$50,000	11
N/A	Town of Epsom	\$50,000	10
0882150	Lake Shore Park Association	\$50,000	10

N/A	Town of Brentwood	\$50,000	8
N/A	Town of Litchfield	\$50,000	8
2401020	North Walpole Village District	\$50,000	6
1181020	Hooksett Village Water Precinct	\$50,000	0
0161020	Lower Bartlett Water Precinct	\$49,870	0
1731010	Town of Newmarket	\$50,000	0
0511030	North Conway Water Precinct	\$50,000	8
0341030	Waterville Estates Village District*	\$50,000	26
2041010	Rye Water District-Interconnection/Booster Pump Station **	\$45,000	21

*Disqualified for part-time residency

**2 grants maximum per water system

Grant Reviewer List

Name	Bureau	Title
Richard Skarinka	Drinking Water & Groundwater Bureau	Sanitary Engineer III
Johnna McKenna	Drinking Water & Groundwater Bureau	Sustainability and Finance
Randall Suozzo	Drinking Water & Groundwater Bureau	Sanitary Engineer
Mike Unger	Drinking Water & Groundwater Bureau	Sanitary Engineer
Stephen Roy	Drinking Water & Groundwater Bureau	Hydrogeologist V
Jennifer Mates	Drinking Water & Groundwater Bureau	Sanitary Engineer
Luis Adorno	Drinking Water & Groundwater Bureau	Administrator II
Mathew Deterling	Drinking Water & Groundwater Bureau	Environmentalist III



