



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 2, 2022

RE: Select Board Agenda and Materials for the September 6th Regular Meeting

Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for Tuesday, September 6, 2022.

III. Consideration of Minutes – August 1, 2022

The minutes from your meeting on August 1, 2022 are included in your packet for your review and consideration for acceptance at your meeting.

IV. Treasurer Report (second meeting of the month)

I have included the August report (as we did not have a second meeting of the month). The September report, will be forthcoming for your second meeting.

V. Department Reports & Presentations

- A. Wiggin Memorial Library – Interim Library Director Steven Butzel
- B. 2022 Elections Preparations Update - Town Clerk/Tax Collector Deb Bakie

VI. Correspondence

- A. NH DOT Letter regarding Highway Block Grant – Supplemental
- B. NH DOT Letter regarding Highway Block Grant – Annual
- C. Letter from Joshua and Kimberly Cooper, 9 Orchard Hill Road
- D. Letter of resignation from Ana Egana (Conservation Commission)

VII. Public Comment

VIII. Public Hearings, Ordinances and/or Resolutions

A. Seacoast Velo Kids Donation for Pump Track Improvements

Please see the attached documentation related to this donation. Included in your packet, is a letter report back from the Recreation Commission regarding this donation as requested by the Board.

B. Grant Acceptance Homeland Security and Emergency Management Active Threat Exercise

The Board has previously discussed this grant extensively with Chief King and Lieutenant Pierce as well as Finance Administrator Christiane McAllister and me. This public hearing is a requirement as part of formal acceptance of the grant.

IX. Discussion of Monthly Reports – (second meeting of the Month)

X. New Business and Action Items

A. PFAS Reimbursement Grant Agreement – State of NH - \$350,000

As you know, the Town has been installing point of entry filtration systems at properties identified in our Groundwater Management Permit with the State of NH. This Town-sponsored activity has taken place since June of 2021. Fourteen installations have been completed as of this date; one more is in progress; and another has failed to get off the ground due to owner cooperation (at a place of business). As you know, there are other properties that the Town is responsible for under the GMP, but who incurred their costs for remediation directly. This grant can cover those expenses as well so long as they occur within a certain timeframe (after September 19, 2019).

The Board will recall that legislation was drafted to address PFAS response in the NH legislature. Due to advocacy on your part, our state delegation and other state leaders, that legislation was later adjusted to enable municipalities to apply for grants (vs. loans). Later 2021 (after the rules were finalized from the revised legislation) the Town submitted a pre-application for \$350,000 in order to fund the remediation costs estimated at that time. We were designated a recipient at that time and the funds reserved for Stratham pending submittal of a formal application to the State, which was completed earlier this month. At this time, the anticipated costs associated with mitigation totals between \$263,000 and \$310,000. This means that all of the anticipated direct mitigation costs incurred during the first year systems are installed, will be able to be 100% funded by the grant. The grant can only fund direct mitigation costs through the first year of system deployment in each property.

The next step in this process is for the Select Board to vote to enter into a grant agreement with the State of New Hampshire for up to \$350,000 in PFAS Remediation Grant and Loan Program funds. The Town is eligible for 100% grant. Also, the Board needs to authorize a signer for the grant. Please see the two recommended actions below.

Recommendation Action: To enter into a grant agreement with the State of New Hampshire for up to \$350,000 in PFAS Remediation Grant funds.

Recommended Action: To authorize Town Administrator David Moore to sign the grant agreement with the State of New Hampshire.

- B. **Trick or Treat Night - Halloween Date for 2022** – Halloween falls on Monday October 31st this year, and Parks and Recreation Director Seth Hickey are recommending trick or treating in Stratham be held on Monday October 31st consistent with the Board’s recent past preferences.

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. Here is are some initial updates that I plan emphasize and/or supplement at the meeting.

1. **Election Preparations (September 13th primary and November 8th general election).**
Town Clerk Deb Bakie and I met with the Moderator to review election preparations and layout. Previously, we met with the broader staff contributors. Town Clerk Bakie, plans to be in attendance on September 6th to discuss preparations to date and related updates from the State of NH. The testing of the AccuVote Machine for the September 13th primary election will take place on Wednesday, September 7th at 1:00 PM at the Stratham Municipal Center in Meeting Room “A” located at 10 Bunker Hill Ave. The public is welcome to attend.
2. **Select Board Schedule of Attendance at Elections**
3. **Upcoming Clerk’s Office Closings:**
 - Monday, September 12th (closing at 5 For election preps)
 - Wednesday & Thursday, October 12 & 13 (all day- Town/City Clerk Conference Manchester)
4. **Status of Open Space RFP** – I will provide an update on our pre-proposal conference held on September 30th.
5. **Status of Employment Manual Update**
6. **Draft 2023 Select Board Schedule**
7. **Update on Information Technology Staff Discussions and Next Step.**

8. **18 Jana Lane Land Donation** – First of two public hearing set for September 19, 2022. See informational item below.
9. **Highway Block Grant – Additional Funds for 2022.** Please see this summary of Highway Block Grant contributions to Stratham (includes data from the correspondence items in your packet for NHDOT). I look forward to reviewing this with you and Christiane to discussion our recommended strategy for putting the additional NH DOT funding to use in 2022.

HIGHWAY BLOCK GRANT AID ANNUAL DISTRIBUTION TO THE TOWN OF STRATHAM						
<i>in accordance with RSA 235:23 for Maintenance, Construction & Reconstruction of Class IV and V Highways</i>						
FY	Jan	April	July	October	SUB TOTAL	FY TOTAL
2023	\$ 35,749.00	\$ 35,749.00	TBD	TBD		TBD
2022	\$ 30,857.55	\$ 30,857.54	\$ 53,623.49	\$ 53,623.49	\$ 168,962.07	\$ 176,858.66
SB367	\$ 3,948.30	\$ 3,948.29			\$ 7,896.59	
SB401		<i>special one time payment</i>	\$ 151,428.12		\$ 151,428.12	\$ 151,428.12
						\$ 328,286.78
2021	\$ 34,683.56	\$ 34,639.39	\$ 46,286.33	\$ 46,286.33	\$ 161,895.61	\$ 173,740.51
			\$ 5,922.45	\$ 5,922.45	\$ 11,844.90	
2020	\$ 36,038.04	\$ 36,018.48	\$ 52,025.34	52025.34	\$ 176,107.20	\$ 176,107.20
2019	\$ 35,459.13	\$ 35,190.78	\$ 54,057.05	\$ 54,057.05	\$ 178,764.01	\$ 178,764.01
2018	\$ 34,969.89	\$ 34,870.02	\$ 53,188.71	\$ 53,188.71	\$ 176,217.33	\$ 176,217.33

10. **Marin Way 2022 Roadway Improvements** - DPW Director Nate Mears and Town Planner Mark Connors met recently with NH DOT regarding their concern related to a driveway permit the Town has submitted for roadway resurfacing and drainage improvements at Marin Way (entire length beginning from NH 111). I briefed the Board on this at a recent meeting and I plan to provide an update at your meeting on the 6th.
11. **NHDOT Follow-up on Bunker Hill Improvements** – One item stemming from the August 1st presentation by DH DOT was to be connected with the new project manager for the Bunker Hill Intersection improvements. I connected with Mr. Lapron as suggested, he is writing a scope of work for traffic counts and beginning the background work for environmental reviews. After that, he says he will convene a meeting of the RPC and

town staff to revisit the project course, scope and alternatives. I will keep you up to date as this moves forward.

12. **MS-1 Signature and Tax Rate Setting 2022 – Timeline, Forms and History.** The Select Board may recall discussing an administrative goal for 2022 that included greater engagement with the tax rate setting process by the Board. We are entering that time of year. Christiane McAllister has created a guide (see chart below) that summarizes the steps in the process. The MS-1 has been prepared by our Contract Assessor and is in the back room for signature (you likely have seen it by the time you read this). We projected that the tax rate would be \$3.15. The value in the MS-1 has us on track for that figure. The next step is to review and revise revenues.

Calendar Schedule	Tax Rate Projection Revisited	DRA MUNICIPAL TAX SETTING FORMS	FORM
February	1st projection	Town Budget - Select Board signature	MS - 636
March		Appropriations as Voted - Select Board sign	MS - 232
September	2nd projection	Assessor Report of Valuation - Select Board sign	MS - 1
September		Town reviews & submits revised revenues	MS - 434
Oct/Nov	3rd projection	DRA reviews revisions & provides State funded \$'s	MS - 434R
Nov		Select Board signs	MS - 434S
Oct/Nov		Auditors prepare Fin Report of FY21 Budget - SB sign	MS - 535
Nov/Dec	Final	DRA provides preliminary tax rate - Town review/revise/sign	
Nov/Dec		DRA approves Final Tax Rate	

Town of Stratham Tax Rate & Fund Balance Look Back

Tax Year	Tax Rate	Muni Tax Rate	Muni % of Total Tax	Fund Balance	% of General Operating Expenditures Retained in Fund Balance **
2022					
2021	\$ 18.52	\$ 3.15	17%	\$ 2,167,828.00	6.44%
2020	\$ 18.95	\$ 3.09	16%	\$ 2,117,226.00	6.32%
2019	\$ 18.63	\$ 3.30	18%	\$ 1,300,872.00	3.98%
2018	\$ 21.00	\$ 3.95	19%	\$ 1,200,000.00	3.87%
2017	\$ 20.30	\$ 3.83	19%	\$ 1,200,000.00	4.11%
2016	\$ 20.40	\$ 3.96	19%	\$ 1,200,000.00	4.23%
2015	\$ 19.90	\$ 3.96	20%	\$ 1,100,000.00	3.99%

**** DRA recommended minimum 5% -- maximum 17%**

- XII. Informational Items
 - A. Concord Monitor article – groundwater
 - B. [2023 march traditional town meeting.pdf \(nhmunicipal.org\)](#)
 - C. [SAU 16 School Calendar 2022 – 2023](#)
 - D. Memorandum - Jana Lane - 8-19-2022
 - E. RPC first annual Municipal Officials Forum

- XIII. Reservations, Event Requests & Permits
 - A. Seacoast Mental Health requesting use of the 4-H Pavilion on 9/30/22 for a staff outing and requesting fee to be waived (they are one of our service providers)

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

- XV. Boards and Commissions Nominations & Appointments
 - A. Appointments *for consideration*: None
 - B. Appointments *to be voted on*: None

- XVI. Miscellaneous & Old Business

- XVII. Adjournment



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INCORPORATED 1716

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**SELECT BOARD AGENDA
SEPTEMBER 6, 2022
7:00 P.M.¹**

**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 1, 2022
- IV. Treasurer Report (second meeting of the month)
- V. Department Reports & Presentations
 - A. Wiggin Memorial Library – Interim Library Director Steven Butzel
 - B. 2022 Elections Preparations Update - Town Clerk/Tax Collector Deb Bakie
- VI. Correspondence

¹ 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.

- A. NH DOT Letter regarding Highway Block Grant – Supplemental
 - B. NH DOT Letter regarding Highway Block Grant – Annual
 - C. Letter from Joshua and Kimberly Cooper, 9 Orchard Hill Road
 - D. Letter of resignation from Ana Egana (Conservation Commission)
- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
- A. Seacoast Velo Kids Donation for Pump Track Improvements
 - B. Grant Acceptance Homeland Security and Emergency Management Active Threat Exercise
- IX. Discussion of Monthly Reports – (second meeting of the Month)
- X. New Business and Action Items
- A. PFAS Reimbursement Grant Agreement – State of NH - \$350,000
 - B. Trick or Treat Night - Halloween Date for 2022
- XI. Town Administrator Report
- XII. Informational Items
- XIII. Reservations, Event Requests & Permits
- A. Seacoast Mental Health requesting use of the 4-H Pavilion
- XIV. Review of Recent or Upcoming Board & Commissions Agendas
- XV. Boards and Commissions Nominations & Appointments
- XVI. Miscellaneous & Old Business
- XVII. Adjournment

MINUTES OF THE AUGUST 1, 2022 SELECT BOARD MEETING

Meeting held in the Hutton Room at the Stratham Municipal Center

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, Town Planner Mark Connors, Police Chief Anthony King, Lt. David Pierce, Officer Amanda Bibeau, NH DOT Highway Safety Engineer Mike Dugas

At 7:00 pm Mr. Houghton opened the public session of the Select Board. Mr. Anderson seconded the motion. All voted in favor.

Ms. Knab motioned to accept the minutes of the July 18, 2022 as written. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton recognized Parks and Recreation Director Seth Hickey for his department report. Summerfest was a successful event and will likely return next year. Senior programming will be ramping up in the fall. Soccer, our largest program, will begin soon. Baseball is wrapping up. Parking lot changes at Jack Rabbit are going well. Community response has been good. People have been noticing positive changes. The eco counter system has been gathering data. Summer camps are going well.

Seacoast Velo Kids offered to donate funds raised to renovate the pump track to the Town. The Recreation Commission supports accepting the donation and feels they could bridge the gap with funds out of their account. Mr. Moore advised that the Board would need to have a public hearing to accept the funds. Ms. Knab motioned to authorize the Town Administrator to move forward with a public hearing in September to accept the funds from Seacoast Velo Kids. Mr. Anderson seconded the motion. All voted in favor.

Mr. Hickey and Mr. Moore met with Bruce Scamman, civil engineer, to review the overall scope of Stevens Park and how it might better meet our needs. Mr. Scamman was previously involved in designing the park and subsequent modifications. Currently, it is a comprehensive athletic space hosting soccer, softball, and baseball games as well as a playground. In examining the space, Mr. Hickey would like to explore the park's potential to address various programmatic needs, including parking, court sports and a pavilion. Parking is a concern mostly on spring Saturday mornings and he is hoping to better manage those peak times. Court sports, such as pickle ball and tennis, have grown in popularity. To respond to that interest, Mr. Hickey would like to consider expanding court sports. Constructing an open air pavilion should be considered as a means of protecting the children from the sun and rain. Around 15 – 20 years ago, the Soccer Board raised \$25,000 with the hope of building a structure there. Mr. Hickey would like to continue engaging with Mr. Scamman on this project. CIP funds have been set aside for initial planning costs. Ideally, the park would have a pavilion with a bathroom. We have the funds, it's time to put a plan together to expend the funds as they were intended. Mr. Moore said that Mr. Hickey would bring back a scope of work for engineering services, a conceptual design

and identify programs to be added. He would bring it back to board before incurring any costs. They continued to discuss the possibilities as well as potential issues. The Board expressed no concerns and would the staff to move forward with his preparation as proposed.

Mr. Hickey gave an update on Smyk Park noting that Ms. Knab provided language for the plaque. The plaque will be mounted on a rock.

Mr. Houghton recognized NH DOT Highway Safety Engineer, Mike Dugas, to discuss proposed Route 33 safety improvements. McFarland Johnson has been engaged to assist NH DOT with the project. Mr. Dugas's presentation consisted of reviewing the existing conditions, proposed improvements, cost and schedule, longer term possibilities, and next steps beyond the project.

NHDOT believes adding a center lane from the technical college to the intersection in Greenland would provide increased safety. They contend 1. A center lane provides a refuge for anyone stopped, making a left turn. 2. Physically separates the opposing lanes. 3. In the eyes of the driver it makes it less comfortable for the driver to go fast. They will be reducing the shoulders from 10 feet to 5 feet. A center lane will deter high speed traffic from going onto the shoulder to bypass a turning vehicle. It also provides room for vehicle to shy away from someone in the shoulder, provided no one is turning.

They will do a study on before and after measurements. The speed will be posted in line with the expectations of the highway. The cost is covered entirely by federal safety funds. They will advertise for bids in the fall and start construction next summer.

Two possible future activities:

1. A corridor study. Since the last one in 1992, traffic has decreased.
2. Non-motorized users. Recently, there's been a heightened focus on the environment, pedestrians and bicyclists. New laws could facilitate improvements, such as a parallel side path.

Ms. Knab wanted it to be clear that Stratham did not ask for this project. She questioned doing the work prior to doing the corridor study. She inquired about public outreach. Mr. Houghton echoed Ms. Knab's comments. He questioned how this project was prioritized over the Bunker Hill intersection project which has been on the list for decades. Bunker Hill is a safety concern in our opinion. Mr. Dugas explained that DOT bases their metrics on fatalities and serious injuries. As is the case of Rt. 33, if a worthwhile fix can be done quickly and easily, the project will rise to the top with safety funds outside of the ten-year plan process. Mr. Houghton explained that we have been advocating and promoting the adoption of more pedestrian friendly community and this takes a 10 foot wide thorough fare and reduces it in half. The Board believes the public will oppose this project and they feel strongly that they should have a way to voice their opinion. Mr. Dugas contends it increases safety because they are taking the high speed traffic off the shoulder. Mr. Moore asked about his experience in other communities regarding similar projects. Mr. Dugas said that although DOT philosophy about side paths is evolving, such an improvement for this project would be at a later phase. They discussed the many issues that would be involved in creating a side path. Mr. Moore inquired about providing pedestrian safety at the Sandy Point crossing. Mr. Dugas said that, although it was outside the

scope of this project, he would look at the possibility of adding it. DOT has guidelines based on speed and volume.

Mr. Moore volunteered to host a DOT session for outreach to the community regarding the project. Ms. Knab asked how the project would be funded if costs continue to rise. Mr. Dugas admitted inflation will play a role. When asked for input, Chief King advocated for a consistent speed limit and speed deterring devices or markings, especially by SHP.

Mr. Moore moved the conversation to the Transportation Advisory Committee meeting regarding the 10 year plan. Mr. Connors explained that Rockingham Planning Commission has 99 projects that they scored and came up with 15 finalists. Two of our projects made it in - improvements to the Stratham circle which has been in the plan for a long time and is based on a study done 10 years ago and our newly introduced Portsmouth Avenue bicycle/pedestrian improvements project. Six of the top finalists will definitely receive funding; two more additional projects will be funded if they have extra money. Stratham circle was one of the six finalists to receive funding. The Planning Board decided they would rather the Portsmouth Avenue bike/ped project get funded. They requested to flip the projects. TAC agreed but they are only an advisory committee; the Commission makes the final decision. Mr. Anderson asked for details surrounding the circle project. Mr. Connors explained that the circle study was done years ago and things have changed. Additionally, the circle project is more expensive, making it less likely to advance on the list. Mr. Houghton noted the Portsmouth Avenue project is consistent with our master plan, but that we should have a clear rationale informed by accident data or lack thereof as part of making this decision. Mr. Connors pointed out that in the transportation survey, the residents prioritized pedestrian/bicycle paths.

Mr. Moore asked about Bunker Hill project which has been on the 10 year plan. Mr. Dugas believes that in 2023 the funds should be released for design work. The project manager is taking steps to move forward when funds become available. Project should begin in 2027. Mr. Dugas advised we stay in touch with the project manager and ask for frequent updates. The Board thanked Mr. Dugas for coming in this evening.

Mr. Houghton recognized Police Chief King for his department report who gave an update on his department's budget. The new vehicle is being delivered at the end of August. Body worn cameras are expected to arrive by the end of the summer. He has been working with the DPW Director on the HVAC system. It is 15 years old; needs maintenance. Funds are in the CIP for replacement of HVAC / heating. Prior estimates will need to be revised. Looking to replace the system in 2023.

Chief King reported that Lt. Pierce has been researching different types of vehicles (hybrid, electric, etc.). Lt. Pierce gave a synopsis of his research. He found that the biggest issue with the hybrid vehicles is the lack of mechanics to repair it if something goes wrong. Wolfeboro has an electric vehicle and would not recommend purchasing one until its many issues are resolved. All agreed the gas savings would be a significant benefit. Lt. Pierce recommended waiting and monitoring new developments. The Board agreed.

Chief King talked about the upcoming Homeland Security exercise. He, along with the Fire Department, is creating a new rescue task force policy on how they work together to respond to a critical incident. He gave a general update on how they would respond to a critical incident. They have several upcoming trainings planned. Lt. Pierce and Finance Administrator Christiane McAllister worked together to complete the Homeland Security grant for \$79,515.95. They continued to discuss the upcoming drill and agreed to hold a public hearing at an upcoming meeting in accordance with RSA 31:95b.

Chief King introduced Officer Amanda Bibeau, saying that she is doing an outstanding job with community outreach regarding Civilian Response to Active Shooter Events (CRASE) training. Officer Bibeau described the training which was developed by Texas State University. She's received a lot of positive feedback and interest. The program involves giving a presentation, breaking down past events and what we've learned from them. She talks about human response; what worked, what didn't. She also talks about human stress response and how to combat that. She reviews options if you are in the event. A public presentation will be held on August 25th for the public, not just businesses. The Board commended Officer Bibeau on bringing this very important training to the community. Mr. Anderson asked about this type of training at the schools. Officer Bibeau described the protocol the schools follow.

Chief King reported that a lieutenant will be chosen soon. He has five internal candidates for the sergeant position. That process is going well. He requested a non-public session to discuss employee updates.

At 8:40 pm Mr. Houghton motioned to go into a non-public session in accordance with RSA 91-A:3, II (a) Personnel. Seconded by Ms. Knab. Roll Call: Houghton – Yes, Knab – Yes, Anderson – Yes

At 8:59 pm Mr. Houghton motioned to exit the non-public session and seal the minutes noting that failure to do so may adversely affect the reputation of another or render the proposed action ineffective. Ms. Knab seconded the motion. All voted in favor.

Mr. Houghton motioned to authorize Chief King to post for an officer to replace an upcoming vacancy in the department. Ms. Knab seconded the motioned. All voted in favor.

Mr. Houghton commented on the success of Summerfest. Mr. Anderson suggested we send a letter to the Summerfest Committee thanking them. The Board agreed that was a great idea.

The Board briefly discussed Chief Denton's request for temporary signage to be erected at the fire Department in support of a fundraising effort on behalf of a recent past firefighter, Chief Sabine of Newington. All supported the request.

NEW BUSINESS

Mr. Houghton more to the update on the electricity aggregation. Mr. Moore reported we are on target for August 9th. The group has decided on a 36 month contract. It must be signed on August 9th. They discussed the rates and the likelihood that they will increase. Ms. Knab

motioned to authorize Mr. Moore to move forward with signing the aggregation agreement. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton directed attention to the Jana Lane agenda item. Mr. Moore referred to Town Planner Mark Connors' memo on the subject saying the Planning Board and Conservation Commission both support the acquisition, other consultation with the Heritage Commission is needed in accordance with the RSA for accepting and disposing of property. Mr. Moore described the process if the Board chooses to accept the land. Mr. Houghton motioned to move forward with a public hearing to accept the transfer of the 18 Jana Lane property to the Town. Mr. Anderson seconded the motion. All voted in favor.

Mr. Moore said he will do a public notice and include all 3 upcoming public hearings: Seacoast Velo Kids donation; grant from Homeland Security; and 18 Jana Lane.

TOWN ADMINISTRATOR

Mr. Moore reported on the September election preparations at the Stratham Memorial School. Students will be in school that day. Town Clerk Deborah Bakie suggested a compelling change to the pedestrian circulation, which improves a number of previous issues. More study will take place in coordination with the Moderator.

Mr. Moore recalled a previous Select Board discussion regarding the location and date of Town meeting in March 2023. The Board concurred that CMS was a better venue than SMS, but expressed concern regarding not being able to consistently secure the auditorium on the Saturday after the election. They requested Mr. Moore have further conversations with CMS.

Next, Mr. Moore talked about the lawn watering restrictions. We have received some calls from residents wanting to be compliant with the regulations. Mr. Moore expressed appreciation for how the police have worked to follow-up on complaints and increase awareness.

Mr. Moore has met with Nate Merrill to discuss an event regarding naming the livestock barns. Mr. Merrill thought doing this at the beginning of Summerfest next year, would be a good approach. Meanwhile, Mr. Moore will move forward with signage in coordination with Mr. Merrill. Mr. Merrill offered to do a write up. Mr. Moore proposed doing the same for Room A - a plaque that would be on side of the door with the name and a brief explanation of the significance.

As discussed in the Employee meeting, staff are participating in an IT discussion tomorrow.

Mr. Moore reported that the Library Director search is in the beginning stages. He has been invited to serve on a selection committee by the Trustees; he indicate he is pleased to be involved so long as the Board has no objection.

Mr. Moore described how the staff is following up on funding opportunities in particular with regard to Drinking Water SRF Funds and other funds to respond to PFAS contamination over the long term. The State of NH has encouraged the Town in this work and he indicated he is meeting with DES on August 9th as part of finalizing the long-term PFAS approach study.

Mr. Moore referred to a memo sent by Mr. Mears previously regarding the salt shed roof and the paving program. Mr. Moore recommend moving forward with Mr. Mears's two requests. We will be using the ARPA funds for the salt shed roof and a portion of the paving project. Mr. Houghton motioned to approve both town salt shed roof replacement and repaving proposal consistent with DPW Nate Mears' recommendations and authorize the Town Administrator to sign. Ms. Knab seconded the motion. All voted in favor.

Mr. Moore recalled that when the Select Board originally approved their schedule for this year, they decided the meeting for the second meeting in August would be for signatures only. Since that time, every Wednesday has been designated as signature day. All agreed to continue with the Wednesday signatures and skip the second meeting in August meeting.

Mr. Houghton briefly mentioned the remaining agenda items.

At 9:24 pm Mr. Houghton motioned to go into a non-public session in accordance with RSA 91-A:3, II (a) Personnel. Seconded by Mr. Anderson. Roll Call: Houghton – Yes, Anderson – Yes, Knab -Yes

At 10:15 pm Ms. Knab motioned to exit the non-public session and seal the minutes noting that failure to do so may adversely affect the reputation of another or render the proposed action ineffective. Mr. Houghton seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard
Recording Secretary

Town of Stratham - Finance Held Accounts

Bank Statement Balances as of 7/31/2022

<u>Account Name:</u>	<u>Fund</u>	<u>Bank:</u>	
General Fund	100	Citizen's	\$ 10,905,027.51 *
Payroll	100	Citizen's	\$ 504,576.57 *
Investment Account	100	Citizen's	\$ 2,690,339.65 *
Police Detail Fund	103	Citizen's	\$ 196,178.63 *
Heritage Fund	109	People's Bank	\$ 7,002.48 *
EMS Fund	102	People's Bank	\$ 534,742.30 *
Recreation Revolving	104	People's Bank	\$ 291,325.70 *
SHP Revolving Fund	105	People's Bank	\$ 50,140.77 *
Drug Forfeiture Fund		People's Bank	\$ 33.31 *
Stratham DARE		People's Bank	\$ 6,229.44 *

Cemetery Land Fund ??		People's Bank	\$7,514.82 *
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ASSET ACCOUNTS

Bunker Hill Ave Improvements		People's Bank	\$17,226.47 *
Bunker Hill Commons Fire Cistern		People's Bank	\$8,030.54 *
MOBIL Cistern		ID Bank	\$33,853.45 *
Tansy Ave		People's Bank	\$7,095.35 *
Winterberry Cistern		People's Bank	\$942.57 *
Fire Protection Fund		People's Bank	\$47,363.18 *
Total Asset Accounts			\$114,511.56

Very long term or perhaps asset

Green Solar Surety		People's Bank	\$4,408.97 *
Varsity wireless HISTORIC Sign (designated for Heritage Comm for signage--spend)		People's Bank	\$7,298.90 *

Rental Deposit Escrow Accounts

Foss Property Sec. Dep.		People's Bank	\$3,664.62 *
Gifford House Sec. Deposit		People's Bank	\$2,116.59 *
Park Cottage Sec. Dep.		People's Bank	\$969.18 *
			\$6,750.39

PERFORMANCE BONDS

Altia Enterprises (2011 Bond-Mark will confirm release w/ DPW)		People's Bank	\$11,209.95 *
Kennebunk Savings Landscape Bond		People's Bank	\$1,018.50 *
Kennebunk Savings Performance (Maint) Bond		People's Bank	\$2,546.26 *
200 Domain Drive Landscape Bond		People's Bank	\$2,552.88 *
Lindt Offsite Improvements (expired impact fees?)		People's Bank	\$1,262.04 *
Prepare for immediate release			\$18,589.63

NHSPCA		People's Bank	\$35,894.08 *
Robie Farms--renamed Treat Farms		People's Bank	\$111,743.34 *
Anticipate release in 2022			\$147,637.42

GCNE (2004)		People's Bank	\$35,315.68 *
Jotaph Realty (2005)		People's Bank	\$22,739.93 *
Very old and probably should have been released long ago			\$58,055.61

SUMMARY

for immediate release			\$18,589.63 *
anticipate 2022 release			\$147,637.42 *
should have been released and will be confirmed			\$58,055.61 *
FUNDS TO BE RELEASED			\$224,282.66
cemetery land fund			\$7,514.82
asset			\$114,511.56
like asset			\$4,408.97
escrow			\$6,750.39
to spend			\$7,298.90
FUNDS TO BE MAINTAINED			\$140,484.64

Current Balance of DESA Account
Current Balance of Mobil Cistern (TD Bank)

	<u>\$33,853.45</u>
<i>proof</i>	\$33,853.45
	-\$224,282.66
	<u><u>-\$140,484.64</u></u>

*These balances are not reconciled and are informational only.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

August 10, 2022

William Cass, P.E.
Assistant Commissioner

Mike Houghton, Chair of Selectboard
Town of Stratham
10 Bunker Hill Avenue
Stratham, NH 03885

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

Dear Mr. Houghton:

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

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

August 2022 Actual Payment: \$151,428.12

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

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

Sincerely,

C. R. Willeke

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

CRW/dmp



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

August 2, 2022

William Cass, P.E.
Assistant Commissioner

Mike Houghton, Chair of Selectboard
Town of Stratham
10 Bunker Hill Avenue
Stratham, NH 03885

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

Dear Mr. Houghton:

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

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

July 2022 Actual Payment:	\$53,623.49
October 2022 Actual Payment:	\$53,623.49
January 2023 Actual Payment:	\$35,749.00
April 2023 Estimated Payment:	\$35,749.00

TOTAL FOR FY 2023: \$178,744.98

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

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

Sincerely,

C. R. Willeke

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

CRW/dmp

August 16, 2022
Members of the Select Board
Town of Stratham
10 Bunker Hill Ave
Stratham, NH 03885

Dear Select Board,

I am writing you to request a change to the Town of Stratham's Noise Ordinance. We have had discussions with the town administration, code enforcement, town planning and the police about the current ordinance. The consensus is that the current wording of Stratham's noise ordinance is vague and unenforceable. The police were very supportive and empathic to the situation but the current noise ordinance doesn't give them any ability to act. It was the town administration and code enforcement's recommendation that the noise ordinance be changed.

Under the current ordinance there is no limit during daytime hours, allowing for no enforcement, regardless of how loud or prolonged the noise would be. Even after 10:00pm, the wording is vague. Most towns in the seacoast have a more robust noise ordinance. Not just larger towns such as Exeter, but ones that have a similar agricultural history such as Newfields.

Why is this relevant now? In 2019, Saltonstall farm was granted a zoning exception to hold events in their barn. The zoning board allowed this exception with strict rules that Saltonstall farm must follow to mitigate the nuisance to neighboring properties. This included language that all events must follow the Stratham Noise Ordinance. The Saltonstalls started holding events in 2020 that have consisted mainly of extremely loud wedding receptions.

They do not have an exception for noise based on "agritourism" or farm-based activities as they stated to the ZBA. We consulted with a zoning legal expert and they confirmed that there is no inherent rights granted to a farm as "agritourism" in NH. A town or municipality has the right to establish zoning restrictions and noise ordinances at will. The state supreme court upheld a town's right to do so in a decision in 2015 when a similar situation happened in Henniker where someone converted their barn into a wedding space.

Without any limit to noise, apart from having to follow the noise ordinance, there is no limit to how loud these events can be from 8am to 9pm. Even so loud that the DJ and screaming guests can be heard all the way down the street. Although the zoning board required that all speakers must be kept inside the barn, they did not think to specify that 1) the barn doors at both ends of the building should have to be shut to be effective. When opened, the entire side of the barn exposes the neighboring properties to noise from the events. And 2) the board did not assume that a professional PA system would be installed in the un-insulated space. The low bass and high SLP (sound pressure levels) created by professional PA systems are ineffectively blocked by un-insulated barn walls. Low bass is omnidirectional in nature and easily passes through walls. This PA system can potentially be used at any time without restriction, not just for weddings.

For 20 years, I worked in the custom audio industry, designing and developing acoustic products for homes and commercial use. I have worked with many acoustic engineers, including the creators of the IMAX theater sound systems. I am intimately familiar with the effects of sound dampening on SLP and low bass.

It is important to note that since this zoning exception was granted, the town has modified its the Zoning Regulations to specifically disallow this type of use in RA Zones. If requested today, an exception such as this would not even be discussed, much less granted.

We have researched other ordinances in surrounding towns, and it seems that nearly every town surrounding Stratham, many arguably more rural in setting, have a stronger noise ordinance. In fact, many of them seem to be worded to address almost the exact same circumstances.

For example, Newfields just changed their noise ordinance with very robust language that includes:

"The using or operating of any radio receiving set, musical instrument, phonograph or other machine or device for producing or reproducing the sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room..."

It would be interesting to know how successful the enforcement of Newfield's ordinance has been. It was passed by the Select Board in 2020, one can presume to deal with a similar issue. They had some pretty strong penalties too:

"Any person violating any of the provisions of this Article shall be guilty of a violation and upon conviction thereof, shall be liable for a penalty of not more than one hundred (\$100.00) for the first offense, and up to the maximum penalty allowed by law for each subsequent offense."

Some towns mention a dB (decibel) limit using a dB meter with an A-weighted scale. However, bass (which is our primary concern) is notoriously hard to measure with a standard dB meter with A-weighting. C-Weighting is better at measuring bass.

Most towns have language that specifically exempts home maintenance activities, construction, public events by the school board, police, fire, etc. So that shouldn't be a barrier to crafting an improved noise ordinance.

With more people working from home, renting out their homes through AirBNB and VRBO, choosing to improve their properties and take staycations, more people are staying and playing at home. That increases the need to have rules that are enforceable. To ensure that neighbors

can enjoy their property free from nuisance is a reasonable expectation. Unfortunately, not everyone is always a good neighbor. In those circumstances it is important that the police have a clear and enforceable code to follow, which they currently don't.

A "plainly audible" standard, as measured by the human ear from across a property line can be a low cost standard of enforcement. The advantage of using this standard is that it requires no special equipment and doesn't require an enforcement officer to make an arbitrary evaluation of whether or not the noise is unwanted or bothersome. Such a standard also has the advantage of encompassing noises that, while not considered loud, fall within the definition of "unwanted or disturbing." From this neighbor's standpoint, those "disturbing sounds" are excessive noise from loud music, a DJ with a microphone, and screaming wedding guests.

You can imagine that no one in Stratham would want to find themselves in this situation. We never imagined that this would be possible when we moved here 10 years ago, that an organic vegetable farm could become a party barn in a Residential/Agricultural zone. Nor do I think that this was the intent of the ZBA in granting the exception. The noise is persistent, loud and can go on for hours at a time. We enjoy having guests over to our house for outdoor parties. Unfortunately, our conversations are overpowered by the noise from our neighbor's events.

We have tried every reasonable measure to work with our neighbors, and even enlisted the help of the town, to no avail. When we asked the farm if they could do anything to reduce the sound, such as closing the barn doors they said no and suggested, "You could plan to enjoy activities away from your home during the scheduled events," refusing to address our concerns. As was pointed out by Shanti (the previous code enforcement officer) the town can't force someone to be considerate or kind. They can only enforce the zoning codes. The current noise ordinance doesn't address noise that is persistent, loud and hours in duration during the day. We are hoping that can be changed.

Currently, any resident of Stratham can make any noise at any volume from 6am to 10pm under the noise ordinance. On behalf of our neighbors and for the benefit of all the residents of Stratham, I formally request that the Stratham Select Board take up the investigation of improving Stratham's Noise Ordinance. We ask that you give specific attention to address noise issues associated with events that are currently being held under the zoning exception.

To the members of the select board, I thank you for your time and attention. If I or my research can be of any help, please don't hesitate to contact me.

Sincerely,
Joshua & Kimberly Cooper
9 Orchard Hill Road
Stratham, NH 03885
(603)770-1894

51 Stratham Heights Road
Stratham, NH 03885
August 24th, 2022

Town of Stratham
Stratham, NH 03885

To whom it may concern,

I am notifying the Town of Stratham of my resignation as Secretary and member of the Conservation Commission effective on September 12th, 2022. It has been a pleasure to serve in this post for the past 5 years.

Sincerely,

Ana

Ana L. Egana PhD



TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

STRATHAM SELECT BOARD

PUBLIC HEARING NOTICE

Stratham Municipal Center
10 Bunker Hill Avenue
Stratham, NH 03885
Meeting to be held in the Hutton Room
Tuesday, September 6, 2022
7:00 pm

The Stratham Select Board will hold a public hearing in the Stratham Municipal Center to invite public comments on the following items:

- In accordance with RSA 31:95-b on the question of acceptance of a donation in the amount of \$14,740.51 from Seacoast VeloKids to the Stratham Recreation Department to be used towards improvements to the pump track.
- In accordance with RSA 31:95-b on the question of acceptance of a grant in the amount of \$79,515.95 from State of New Hampshire Homeland Security and Emergency Management to be used for the 2022 Active Threat Exercise.

July 31,2022

To the Stratham Select Board:

The Seacoast VeloKids organization recently reached out to Seth Hickey, Stratham Parks & Recreation Department Director, regarding the funds they have raised for the Pump Track remodel. Seacoast VeloKids feel they have exhausted their capacity to raise additional funds and would like to donate these funds to the Town to be used for this project.

On behalf of the Stratham Recreation Commission, we would like to show our support for this project and request that the Stratham Select Board accept this donation from Seacoast VeloKids. The Commission feels that the upgrades and improvements which will be made, including allowing safe access for kids/adults of all ages and capabilities, is a worthwhile project and we fully support moving forward with it.

Respectfully,

~Tracy Abbott, Chairperson

Stratham Recreation Commission



June 17, 2022

To the Town of Stratham;

I am writing on behalf of Seacoast VeloKids, a local 501.c.3 in NH supporting youth cycling initiatives in the seacoast areas of NH and ME. In July of 2021 we enter into an agreement with the Town of Stratham where we proposed to raise the funds needed support a renovation of the pump track currently located at Strath Hill Park.

Over the past year we engaged in fundraising efforts focused on achieving that outcome through two primary mechanisms.

- A public "Go Fund Me" campaign with 74 donors raising \$9740.51. Donors supported our effort to "upgrade and improve the layout of the track. It will include something for riders of all abilities."
- A grassroots request to local businesses to support the same efforts mentioned above that raised an additional \$5000.00 from three (3) organizations. The local organizations were Exeter Hospital, Dockham Builders, and Great Bay Orthodontics

In total we are please to have raised \$14,740.51 though that was less than our objective. We feel we have exhausted our capacity to raise additional funds and would like to offer the fund raised as a donation to the Town Recreation Department towards improvements to the pump track.

We appreciate any progress that can be made towards our shared goal to improve the positive impact the pump track makes to riders of all ages that enjoy Stratham Hill Park today.

Please let us know if you are accepting of our offer and what is needed to move forward. As always we have enjoyed and appreciate our partnership with the Town of Stratham and The Stratham Recreation Department.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "RM" followed by a stylized flourish.

Rich Matthes

President, Seacoast VeloKids



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Richard C. Bailey, Jr., Assistant Commissioner
Eddie Edwards, Assistant Commissioner

Homeland Security and Emergency Management

Jennifer L. Harper, Director
Grant M. Nichols, Assistant Director



July 5, 2022

Lieutenant David Pierce
Stratham Police Department
76 Portsmouth Avenue
Stratham, NH 03885

Dear Lieutenant Pierce,

The New Hampshire Department of Safety, Division of Homeland Security & Emergency Management CFDA # 97.067, has approved your grant application for the October 27, 2022 Full Scale Active Threat Exercise. For this event, we have set aside grant funds in the amount of:

\$79,515.95

from Federal Fiscal Year 2020 Exercise LETPP-General account which covers the following expenses:

Overtime, Backfill & Volunteers	\$75,400.00
Meals	\$1,125.00
Supplies, Facilities & Equipment Rentals	\$990.95
Other	\$2,000.00

The signature on the grant application indicates that your agency understands the Grant Terms & Conditions and the New Hampshire Division of Homeland Security & Emergency Management's Training & Exercise Grant Guidelines. All reimbursement materials must be submitted to the New Hampshire Division of Homeland Security & Emergency Management's Training & Exercise Unit no later than **December 12, 2022**.

If you have any questions, please do not hesitate to contact myself or your Exercise and Training Officer, Steven Cooper.

Sincerely,

Deborah A. Yeager

Deborah A. Yeager
Assistant Chief Preparedness and Response - Training and Exercise
New Hampshire Division of Homeland Security & Emergency Management
exercisetraining@dos.nh.gov

O: (603) 223- 3665
C: (603) 931-2120

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964

**State of New Hampshire
Department of Safety
DHS-Approved Overtime/Backfill Worksheet**

Enter attendees name, date of class, class hours and payroll rate.
Enter **CURRENT** percentages for W/C & Unemployment in **Column G**, NHRS in **Column H**. Do this for each attendee.
For Paid on Call, enter W/C & Unemployment if paid. Disregard the NHRS. For Volunteers, disregard both Benefits Columns
The spreadsheet should automatically calculate the totals.

Agency Name:	Enter Agency Name Stratham Police Department
Class Name/Date(s):	Enter Class Name or Grant Award (example OPSG) - then date range

Attendee Name	Date	Hours	Employment Status	Payroll Rate	Total pay	Total Pay cannot exceed \$650	FICA	W/C and Unemp.	NHRS	Benefits based upon entire payroll (not limited to \$650)	Total Pay and Benefits	OT/BF form attached?	Signed payroll documentation?
Stratham Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Stratham Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Stratham Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Stratham Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Stratham Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newfields Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newfields Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Greenland Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Greenland Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Greenland Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Greenland Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Exeter Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Exeter Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Exeter Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Exeter Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
North Hampton Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
North Hampton Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newmarket Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newmarket Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newington Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newington Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Newington Police Department	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Rockingham County Sheriff's Dept.	10/27/22	8		\$ -	\$ -	\$ 650.00	0.00%	0.00%	0.00%	\$ -	\$ 650.00		
Rockingham County Sheriff's Dept.	10/27/22	8				\$ 650.00							
Rockingham County Sheriff's Dept.	10/27/22	8				\$ 650.00							
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Rockingham County Sheriff's Dept.	10/27/22	8				\$ 650.00							
Rockingham County Sheriff's Dept.	10/27/22	8				\$ 650.00							
Rockingham County Sheriff's Dept.	10/27/22	8				\$ 650.00							
NH State Police	10/27/22	8				\$ 650.00							



HOMELAND SECURITY EMERGENCY MANAGEMENT

NEW HAMPSHIRE DEPARTMENT OF SAFETY

TRAINING AND EXERCISE HSGP Terms & Conditions

FFY 18

Preface

This document serves as the Terms & Conditions for all Division of Homeland Security & Emergency Management, Training & Exercise Unit grants under the Homeland Security Grant Program.

The Training & Exercise Unit reserves the right to impose sub-recipient specific terms and conditions as deemed necessary.

For questions about the Training & Exercise Unit's Grant Program, please reference the [Training & Exercise Grant Guidance](#).

Contact Information

For questions or assistance with this document or any training and exercise initiatives, please contact the Training & Exercise Unit at exercisetraining@dos.nh.gov or (603) 271-2231.

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Allowable Costs:

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2018

U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2018 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.

Freedom of Information Act (FOIA):

FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.

Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

Bidding Requirements

The subrecipient must comply with proper competitive bidding procedures as 2 CFR §200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.

Buy American Act SEE ARTICLE II herein) : In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest

Bonding

It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.

Closed-Captioning of Public Service Announcements

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

Compliance Agreement

The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.

Conflict Of Interest

Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

Advice: No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and/or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

Consultants

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**

Continuation

The applicant agrees that if the requested project is funded continuation is not guaranteed.

Contract Requirements

The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.

Construction Projects

HSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdol.gov>.

Data Collection

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Deobligation of Grant Funds

All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.

Disclosure of Federal Participation

In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:

- Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
- Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

Equipment

The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Unit." Additionally, when

practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.

Financial Responsibility

The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

- Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- The accounting system should provide accurate and current financial reporting information; and,
- The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Interest and Other Program Income

The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

Interoperable Equipment

Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards

Legal Action

The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.

Obligation of Grant Funds

Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.

Performance

This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.

Property Control

Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CRF 200.310-200.316):

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions.

Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:

1. Title will remain vested in the Federal Government.
2. Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
3. When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

1. The property shall be identified in the grant or otherwise made known to the grantee in writing.
2. The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
3. When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

1. The property shall be identified in the grant or otherwise made known to the grantee in writing.
2. The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200
3. When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Records

The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

Recording and Documentation of Receipts and Expenditures

Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

Retention of Records

Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial

records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in this section: Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CFR 200.310-200.316).

Reports

The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.

Final and fiscal close-out Report

The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.

Suspension or Termination of Funding

DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:

- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
- Failure to adhere to the requirements, standard conditions or special conditions;
- Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
- Failure to submit reports;
- Filing a false certification in this application or other report or document;
- Other good cause shown.

Utilization and Payment of Grant Funds

Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.

Utilization of Minority Businesses

Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

Written Approval of Changes

Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Reporting Requirement - Typing of Equipment and Training:

Ongoing HSGP Guidance, FOA, and NOFAs require that all where applicable grantees report equipment purchases and the typed capability the equipment supports (where such typing guidance exists); the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and the total number of a defined type of resource and capabilities built utilizing the resources of this grant. Grantees will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. GMU will advise further on format for reporting upon grant award.

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over \$5,000:

To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit for 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds.

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 Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
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 03-44-44-444010-8873-073	1.7. Completion Date December 1, 2023	1.8. Grant Limitation \$ 350,000
1.9. Grant Officer for State Agency Amy Rousseau (Amy.Rousseau@des.nh.gov)		1.10. State Agency Telephone Number (603) 271-8801	
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	
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: / /			
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

Grantee Initials _____

Date _____

- 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 TERMS & CONDITIONS

1. Project-related changes to the Scope of Services outlined in Exhibit B require New Hampshire Department of Environmental Services (NHDES) approval in advance and if applicable as determined by NHDES, may require approval by the PFAS Revolving Loan Fund and a grant amendment subject to approval by the Governor and Executive Council.
2. 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 September 30, 2019, and ends on the completion date listed on the grant agreement (section 1.7).
3. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

EXHIBIT B

SCOPE OF SERVICES

Town of Stratham

The Town of Stratham will use the grant funds to install point of entry treatment (POET) systems in approximately 18 impacted sites (private and public water systems) affected by aqueous film forming foams used by the Stratham Fire Department. In addition, the Town will reimburse affected private/public water systems that proactively installed POETs prior to the establishment of the groundwater management zone, as well as the first year of sampling and testing expenses. Grant funds will be used to complete the construction and engineering oversight of the construction contract for the project.

This Agreement consists of the following documents: Exhibits A, B, C, and attachments, which are all incorporated herein by reference as if fully set forth herein.

EXHIBIT C

METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to \$350,000 for eligible drinking water improvements costs not to exceed the total Grant Limitation of \$350,000 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Request for Disbursement form as supplied by the NHDES, which shall be

Grantee Initials _____
Date _____

completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

This grant is not combined with any other funding source. The total reimbursement shall not exceed the grant award of \$350,000. Each disbursement request will be paid 100% grant funds up to \$350,000.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials _____
Date _____

Granite Geek: It's dry up here but what is happening underground?

As we all crunch across our lawns in yet another dry summer, we should spare a moment's thought for what's happening underground. It might be changing and that might not be good.

"It seems we are seeing a shift in baseline conditions of our monitoring wells," is how the situation is described by Michael Howley, a geoscience program specialist with the state Department of Environmental Services, in suitably cautious scientific prose.

What he means is that levels of below-ground water found in the state's 31 monitoring wells show signs of deviating from our long-held expectations, due to changes in the amounts of rain and snow we get as well as increasing temperatures, which increases evaporation. (The state has wells in 23 locations, many dating to the 1960s and a shallow dug well in New London that dates to 1947, so the data is pretty decent.)

That's potentially worrisome because we built our infrastructure, economy and lifestyles on the expectation of how much water will exist in which places at which times. If that changes due to the extremes brought by climate change, both wet and dry, then we've got problems.

Admittedly, New England's water problems are minor compared to many parts of the world. (I wonder how many people who fled our winters to live in Phoenix are having second thoughts?) But they are still problems.

Consider the upper Connecticut River Valley.

The state's monitoring wells above Claremont are showing the lowest levels of any part of the state. The Lisbon well level, for example, is lower than normal at this time of year more than 9 times out of 10.

Yet rainfall in that area hasn't been too bad compared to the rest of the state over the past month, or all season, or since the start of the year. So what's the problem?

Mostly shortage of melting snow, which is an important source of aquifer recharge in the North Country.

Although recent rains are OK, precipitation in that area has been just 50% to 75% of the long-term average over the past 365 days, Howley said. Since it takes months for water to percolate down to aquifers, "We're seeing the long-term effects of that now."

In layperson terms, there are two different types of drought: Above ground and below ground. Recent precipitation affects what you and I see, but the water we drink depends on much longer-term measurements of rain and snow.

Climate change, as meteorologists have predicted for years, may not have a big effect on the total amount of annual precipitation in our area but it's changing how and when it arrives. Mostly, we're seeing bigger bursts that run off quickly as well as longer dry spells like right now that border on being "[flash droughts](#)." Combined with erratic winters that reduce the accumulated snowpack, which many rural areas need in spring and summer, these could spell trouble for our water supply.

If you depend on a private well – as do more than half of New Hampshire homes, including virtually everybody in rural areas, and also me – the idea that underground water supplies might change in unpredictable ways is alarming.

The intelligent thing to do is for New Hampshire to assume the worst and prepare for it. We should upgrade building codes to require more efficient appliances, encourage factories and companies to reduce use by raising the cost and/or providing incentives, change laws so that utilities and water districts can clamp down on outdoor watering when necessary – although it might hurt our freedom to gaze on flat green spaces outside our homes and businesses – and spend money (ugh) to repair and upgrade water and wastewater systems.

All of those require regulation or government action, anathema to the folks who think like the Free State Project and have infected our politics, so I wouldn't count on them happening any time soon. But as I said, they would be intelligent things to do.

If you want to keep an eye on groundwater levels in the state, the New Hampshire Geological Survey has created a web app for viewing data from the NH Groundwater Level Monitoring Network. It's available through the NHDESGeodata Portal at <https://nhdes.maps.arcgis.com> or directly at <https://bit.ly/3QbtJ>

2023 SELECT BOARD MEETING SCHEDULE¹

Adopted by the Select Board on _____

<u>DATE OF MEETING²</u>	<u>DEPARTMENT TO REPORT</u>
Tuesday, January 3, 2023	Police, 2023 Goals check-in
Tuesday, January 17, 2023	Assessing, Planning, Legislative Delegation
Monday, February 6, 2023 ³	Library, Public Hearing on Budget/Warrant
Tuesday, February 21, 2023	Town Meeting Preparations
Monday, March 6, 2023	Parks & Recreation, 2023 Goals check-in
Tuesday, March 14, 2023	Town Meeting (First Session - Ballot portion)
TBD – March 18 or March 25	Town Meeting (Second Session)
Monday, March 20, 2023	Public Works
Monday, April 3, 2023	Treasurer Report and Fire, Building
Monday, April 17, 2023	Assessing, Planning, 2023 Goals check-in
Monday, May 1, 2023	Police
Monday, May 15, 2023	Parks & Recreation
Monday, June 5, 2023	Library, Legislative Delegation
Monday, June 19, 2023	Public Works, 2023 Goals check-in
Monday, July 3, 2023	Fire, Building
Monday, July 17, 2023	Assessing, Planning
Monday, August 7, 2023	Police, Parks & Recreation
Monday, August 21, 2023	<i>Only if needed</i>
Tuesday, September 5, 2023	Library
Monday, September 18, 2023	Public Works
Monday, October 2, 2023	Treasurer Report, Building
Monday, October 16, 2023	Assessing, Planning
Monday, November 6, 2023	Police, Fire
Monday, November 20, 2023	Parks & Recreation
Monday, December 4, 2023	Public Works
Monday, December 18, 2023	Fire, Building, 2023 Goals check-in

¹ For reference only, school vacation weeks are February 27th to March 3rd and April 24th to April 28th

² Items for Select Board signature are gathered 4:00 p.m. on Wednesdays through Thursday morning.

³ In accordance with NH RSAs as summarized by NH Municipal Association, the last day to hold a public hearing on the budget is February 17, 2023. This date is subject to finalization.



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, Vice Chair
Joe Anderson, Select Board

FROM: David Moore, Town Administrator

DATE: August 19, 2022

RE: Process for Accepting Donated Land – 18 Jana Lane

As you may recall, the Select Board has authorize scheduling a public hearing for acceptance of a donation of land, 18 Jana Lane. The process for accepting an interest in land is laid out in RSA 41:14a. Whereas the Stratham Town Meeting has previously authorized the Select Board to accept and dispose of interests in land, the next steps is to follow the RSA driven procedures, which include the following:

1. Consultation with the Planning Board (complete – see attached memo from Mark Connors).
2. Consultation with the Conservation Commission (complete – see attached memo from Mark Connors).
3. Consultation with the Heritage Commission (scheduled for September 7, 2022)
4. Two public hearings are to be held, no closer than 10 days apart.

Based on the requirements of the law and the Board's past direction, I will publish a legal notice for the first public hearing on September 19, 2022. With the Board's agreement on that evening, I will release a notice for a second public hearing.

We have kept the donors up to date on our progress as well as consulted with our Town Counsel concerning the potential upcoming transaction.

If you have any questions, please do not hesitate to reach out to me.

cc: Mark Connors, Town Planner



TOWN OF STRATHAM

Incorporated 1716

10 Bunker Hill Avenue · Stratham, NH 03885 Town

Clerk/Tax Collector 603-772-4741

Select Board/ Administration/ Assessing 603-772-7391

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

Fax (All Offices) 603-775-0517

TO: Select Board Members
FROM: Mark Connors, Town Planner
FOR: August 1, 2022
RE: **Potential Land Donation to Town – 18 Jana Lane**

Pursuant to the Select Board's request, the Planning Board and Conservation Commission recently evaluated the proposal by Richard and Marilyn Young to donate a 0.84 tract of land at 18 Jana Lane (Tax Map 24, Lot 31) to the Town of Stratham. Both the Planning Board and Conservation Commission voted to recommend the Select Board accept this donation.

The Planning Board and Commission discussed several advantages of the proposal including the tract's location adjacent to the Salt River Association Land which, through its conservation easement, allows for public access for passive recreational activities. The Board and Commission felt that there was minimal risk to accepting the donation but that it provided for many potential benefits. Because the parcel is currently only assessed at \$17,200, it generates only approximately \$320 in tax revenues annually. The impact of removing the parcel from the community tax base would therefore be non-consequential. The Jana Lane parcel has been identified as a potential location for a trailhead and a few parking spaces to provide better public access to the Salt River land and to other abutting conservation tracts owned by the Town and the NH Fish and Game Department that do provide for public access. For your reference, minutes from the Planning Board discussion and a letter from the Conservation Commission are attached.

The Town is aware that a sizable portion of the parcel is wetland. Drainage from the housing development has been directed to this area through existing conveyance systems. However, the Youngs have indicated that the eastern areas of the parcel include uplands. The only way to confirm this would be to have the property surveyed and flagged by a certified wetland scientist.

If development of the property involved a wetland impact or crossing, a Dredge and Fill Permit would need to be obtained from NHDES. However, if the impacts are relatively minimal, it is possible no significant mitigation would be required.

At this early juncture, it is too soon to determine the best use of the property, but it is clear from the discussions and further analysis that the potential benefits of accepting the donation of 18 Jana Lane outweigh the potential disadvantages. Staff agrees with the Planning Board and Conservation Commission recommendations that the Select Board vote to begin the process of formally accepting the land donation. Whatever the Board decides, staff will promptly let the Youngs know.

Finally, if the Board votes to accept the land donation, staff would recommend that an outlay be budgeted for, ideally for next year, to survey the property and develop preliminary plans for its highest and best use.

131 **Mr. Canada made a motion to open the public hearing. Mr. Zaremba seconded the motion.**
132 **All voted in favor. Mr. Canada made a motion to close the public hearing. Mr. Zaremba**
133 **seconded the motion. All voted in favor and the motion was approved.**
134

135 **Mr. Canada made a motion to adopt the following interim fee schedule for Route 33**
136 **Heritage District application fees: base fee/existing residential/agricultural applications is**
137 **\$50; the new residential application fee is \$150 plus \$100 per new housing unit; minor**
138 **commercial/mixed use applications is \$150 where no more than 1,500 square feet of**
139 **additional interior space is proposed; and major commercial/mixed use applications is \$150**
140 **plus \$100 per 1,000 square feet where more than 1,500 square feet of additional interior**
141 **space is proposed and to be capped at \$450. The fees will remain in place until revised at**
142 **the continued public hearing on September 7, 2022. Mr. Houghton seconded the motion.**
143 **All voted in favor and the motion was approved.**
144

145 **4. Public Meeting:**

146 **a. Potential land donation of 18 Jana Lane to Town of Stratham**

147
148
149 Mr. Connors presented the topic. The property is 0.84 acres on Jana Lane in Stratham. Mr. and
150 Mrs. Young, the owners, previously lived adjacent to this property that abuts the Salt River
151 Association Conservation Land which is open to the public for passive recreation uses like
152 hiking, cross country skiing, picnicking, and even for boating access to Squamscott River. The
153 land abuts other land owned by the State of New Hampshire and the Town of Stratham which are
154 also open for public access. There is an opportunity for Stratham to build a trailhead on the
155 property to access the adjacent conservation land potentially with a small parking area. Mr.
156 Canada asked for confirmation that it is not a buildable lot. Mr. Connors believes that it is not
157 buildable based on some information that the Youngs presented to Stratham, but buildable for a
158 trailhead and limited parking is very different than buildable for a single-family structure. Mr.
159 Connors referred to the letter and maps submitted to the Select Board from the Youngs.
160

161 Mr. Canada asked if there is any liability to Stratham and suggested the tax value must be low if
162 it is not buildable. The Youngs had the land for sale for \$125,000 and the tax assessor increased
163 the assessed value, but they could not find a buyer and submitted to the assessor an opinion from
164 a wetlands scientist who believes the lot is quite wet and would be very difficult to build a home
165 on. Based on the information submitted, the tax assessor reduced the assessed value to
166 approximately \$20,000. Mr. Houghton asked if we have access to New Hampshire Fish and
167 Game's parcels for trails and walking. Mr. Connors replied yes. Mr. Houghton stated it would be
168 nice to get this parcel to connect to Salt River, come down Linda Lane to New Hampshire Fish
169 and Game's parcel to Turnberry. Mr. Connors stated that unfortunately Turnberry does not allow
170 public access.
171

172 Mr. Kunowski asked if Stratham were to acquire this, would there be a problem with abutters
173 with regards to the public access? Would the abutters have a say if Stratham could make it a
174 trailhead? Mr. Connors does not believe it would be problematic; this would be a Town project
175 and we would probably notify abutting property owners as a courtesy. We would obviously want

176 to work with the abutting property owners, he said. Mr. Zaremba asked if there were reasons to
177 not accept the donation? Discussion ensued that it would be removed from the tax revenue base
178 but is a nominal value. Mr. Zaremba noted there would be a cost to maintaining the trailhead, but
179 is a separate discussion and not pertinent. Mr. Connors noted that the downside is that we find
180 out it is completely wet and we cannot build a trail. If that were the case, there may be another
181 town use for it, for example perhaps a fire department use, but there is very limited downside.
182 Mr. Canada asked for confirmation that the Planning Board is reviewing this because the Select
183 Board asked for a recommendation. Mr. Connors replied yes.

184
185 **Mr. Canada moved that the Planning Board recommend to the Select Board to accept the**
186 **donation because there is very little downside and the tax benefit is minimal. Mr. Zaremba**
187 **seconded the motion. All voted in favor and the motion was approved.**
188

189 **b. Formation of the Pedestrian-Bicycle Sub-Committee of the Planning Board.**
190

191 Mr. House asked if Ms. Hollasch is on the sub-committee. Mr. Connors replied yes and that he'd
192 like to present this topic with the Master Plan Implementation topic regarding walking, biking,
193 and automobiles which is listed later in the agenda. Stratham has had for many years the PCAC
194 (Pedestrian and Cyclist Advocacy Committee). The charge of the PCAC was approved annually
195 by the Select Board, but it was a very independent Committee. This year it was felt that some
196 changes might be beneficial and that discussion moved toward creating a subcommittee of the
197 Planning Board focused specifically on pedestrian and bicycle issues. It would change from an
198 advocacy committee however, to one that makes recommendations to the Planning Board and is
199 delegated certain tasks by the Board. The Planning Board could delegate specific activities to the
200 committee with deadlines for completion. The Sub-Committee would also be staffed by the
201 Planning Department so staff would help address these tasks.

202
203 The committee has been inactive since the start of the year and we've been recruiting people to
204 serve on it. We have a group of four members of the public and Ms. Hollasch has volunteered to
205 be the Planning Board representative. There could be a second Planning Board representative if
206 any other members are interested in serving on it. The committee would like specific tasks
207 designated to them. Mr. Connors presented ten recommendations from the 2019 Master Plan and
208 three suggested tasks to the Planning Board.

209
210 Mr. House asked if there was a consultant who worked on the first recommendation in the past.
211 Mr. Houghton believes there was someone from the State Transportation Department who gave a
212 presentation on the first recommendation of adopting a "Complete Streets" policy. Mr. House
213 suggested we find and review that presentation. Mr. Houghton stated that part of the outcome of
214 that presentation was bicycle lanes that were created in certain places around town. Mr. Connors
215 stated the second recommendation related to "Green Streets" might be able to merge with the
216 first recommendation to address both issues at once.

217
218 There are three suggested tasks for the sub-committee. The first is to produce a draft Complete
219 Streets Policy for the consideration of the Planning Board and the Select Board including
220 specific corridors or roadways where pedestrian and bicycle accommodations would be most
221 impactful. The second is to advise the Planning Board, Conservation Commission, and Open
222 Space Plan Committee (which has not been formed yet) on recommendations related to the Open
223 Space and Connectivity Plan and participate in public outreach activities associated with the



TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

July 27, 2022

Stratham Select Board
Attn: Michael Houghton, Chair
10 Bunker Hill Avenue
Stratham, NH 03820

Dear Mr. Houghton

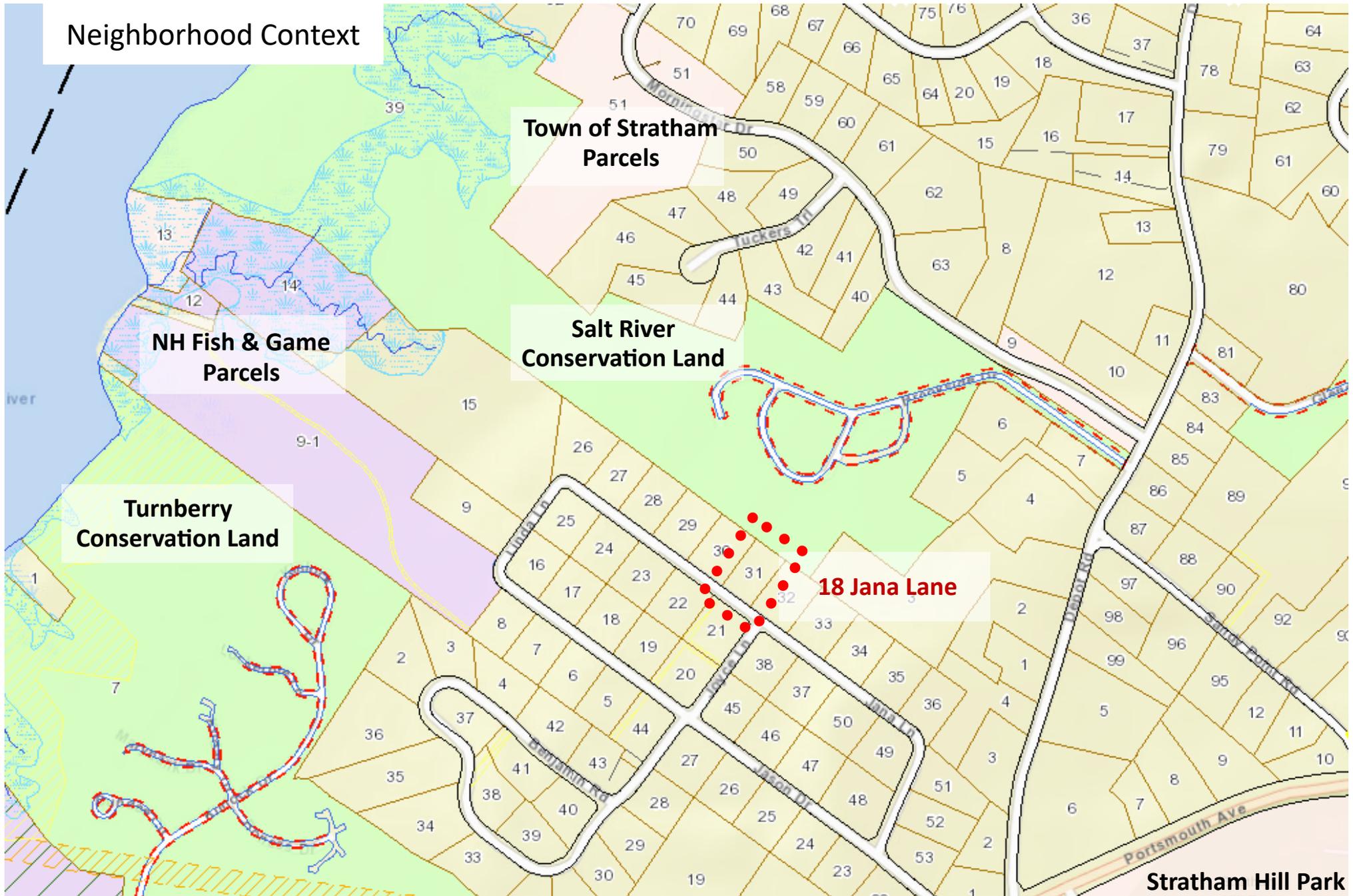
The Conservation Commission discussed the proposed donation of the land at 18 Jana Lane to the Town at its meeting on July 27, 2022. I served as chair for the meeting in the absence of the Chair and Vice Chair. The Commission voted to recommend that the Select Board accept the donation of the land without the need for the site walk. The Conservation Commission felt that there was clear conservation value in the property with little downside to the Town which informed their decision to recommend to recommend the acceptance of the Youngs' donation.

Please feel free to contact me should you have any questions.

Sincerely,

William 'Bill' McCarthy
Stratham Conservation Commission

Neighborhood Context



Neighborhood Context







June 30, 2022

Stratham Select Board
C/O David Moore, Town Administrator
10 Bunker Hill Avenue
Stratham, NH 03820

RE: Potential land donation of 18 Jana Drive

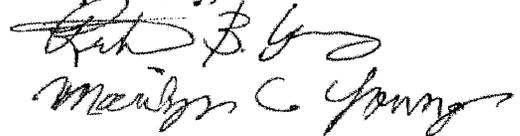
Dear Members of the Stratham Select Board,

We own property at 18 Jana Lane in Stratham (Tax Map 24, Lot 31). The lot is approximately 0.84 acres and includes approximately 150 feet of frontage along Jana Lane. We previously lived at the abutting lot at 20 Jana Lane but sold the property and relocated out of the area. If the Town is interested, we would like to donate the property to the Town. The lot abuts the Salt River Association Conservation Area and we believe it would be beneficial for conservation and/or recreational purposes. Additionally, there may be some benefit to the Fire Department to maintain equipment on the property to serve the Jana Lane/Joyce Lane/Jason Drive/Linda Lane neighborhoods.

Although we are willing to transfer the land to the Town at no cost, the transfer of the property would be contingent on the Town being responsible for costs associated with the property transfer, including associated taxes, legal or other professional fees, document preparation (including preparation of the deed) and other costs associated with the transfer and/or the Town's due diligence of this offer. However, if we choose to be represented by our own attorney, we recognize we would be responsible for those costs and we will remain responsible for the paying property taxes on the parcel up to the date of the property transfer.

We recognize that the Board will likely want to conduct its due diligence and solicit the input of other Boards and Commissions, however we are anxious to move forward and would appreciate a response if the Town desires to accept the land donation no later than August 1, 2022. We understand that the transfer may not happen until a later date to allow for sufficient time to accommodate the need for public hearings and the preparation of the necessary transfer paperwork.

Respectfully,

Handwritten signatures of Richard and Marilyn Young in cursive ink.

Richard and Marilyn Young

From: [David Moore](#)
To: [Karen Richard](#)
Subject: Fwd: Municipal Officials Forum - September 14 at 6:30PM
Date: Friday, August 26, 2022 1:39:20 PM
Attachments: [image001.png](#)
[Municipal Officials Forum Flyer.pdf](#)

Please put on agenda as Info item .

David Moore
Town Administrator
Town of Stratham, NH

Begin forwarded message:

From: Tim Roache <troache@therpc.org>
Date: August 26, 2022 at 12:31:26 PM EDT
To: Rockingham Planning Commission <email@therpc.org>
Subject: Municipal Officials Forum - September 14 at 6:30PM

Dear Municipal Officials,

Please join us for the Rockingham Planning Commission's first [Annual Municipal Officials Forum](#). The forum will take place on Wednesday September 14 from 6:30 to 8:30 PM at Stratham Town Hall located at 10 Bunker Hill Avenue in Stratham. We are hosting this event to provide an opportunity for municipal officials and RPC Commissioners to share important regional and local planning issues. The goal of the evening is to identify opportunities for integrating community needs into the RPC work plan.

The evening will feature an overview of the RPC and an update of regional housing highlighting the nexus between housing and other important regional planning initiatives. The presentations will be followed by a regional roundtable conversation to share local experiences regarding housing and other regional planning needs. The agenda will include:

- The RPC Overview
- Regional Housing Update
- Regional Roundtable Conversation

This event will include a remote participation option via Zoom, though in-person participation is requested if possible. [Please indicate if you plan to attend in-person or online when you RSVP. A zoom link will be provided to those who need to participate remotely.](#)

Please RSVP by September 12 to Jill Longval at jlongval@therpc.org

Light refreshments will be served. Please share the attached flyer with interested members of your community.

Tim Roache, Executive Director
[Rockingham Planning Commission](#)
156 Water Street



Stratham
Summary Inventory of Valuation

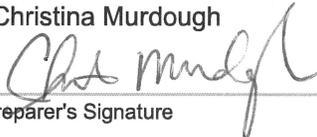
Reports Required: RSA 21-J:34 as amended, provides for certification of valuations, appropriations, estimated revenues and such other information as the Department of Revenue Administration may require upon reports prescribed for that purpose.

Note: The values and figures provided represent the detailed values that are used in the city/towns tax assessments and sworn to uphold under Oath per RSA 75:7.

For assistance please contact:
NH DRA Municipal and Property Division
(603) 230-5090
<http://www.revenue.nh.gov/mun-prop/>

Assessor
Christina Murdough (Christina Murdough)

Municipal Officials		
Name	Position	Signature
Michael Houghton, Chair	Select Board, Chair	
Allison Knab	Select Board Member	
Joseph Anderson Jr.	Select Board Member	

Preparer		
Name	Phone	Email
Christina Murdough 	603-772-7391	cmassessing@gmail.com
Preparer's Signature		



New Hampshire
 Department of
 Revenue Administration

**2022
MS-1**

Land Value Only		Acres	Valuation	
1A	Current Use RSA 79-A	2,344.01	\$343,309	
1B	Conservation Restriction Assessment RSA 79-B	47.53	\$1,286	
1C	Discretionary Easements RSA 79-C	0.00	\$0	
1D	Discretionary Preservation Easements RSA 79-D	1.41	\$3,400	
1E	Taxation of Land Under Farm Structures RSA 79-F	0.00	\$0	
1F	Residential Land	5,477.67	\$420,552,700	
1G	Commercial/Industrial Land	552.52	\$84,322,000	
1H	Total of Taxable Land	8,423.14	\$505,222,695	
1I	Tax Exempt and Non-Taxable Land	881.16	\$11,758,900	
Buildings Value Only		Structures	Valuation	
2A	Residential	0	\$940,725,673	
2B	Manufactured Housing RSA 674:31	0	\$3,940,500	
2C	Commercial/Industrial	0	\$149,120,100	
2D	Discretionary Preservation Easements RSA 79-D	24	\$155,827	
2E	Taxation of Farm Structures RSA 79-F	0	\$0	
2F	Total of Taxable Buildings	0	\$1,093,942,100	
2G	Tax Exempt and Non-Taxable Buildings	0	\$53,758,800	
Utilities & Timber			Valuation	
3A	Utilities		\$27,869,800	
3B	Other Utilities		\$0	
4	Mature Wood and Timber RSA 79:5		\$0	
5	Valuation before Exemption		\$1,627,034,595	
Exemptions		Total Granted	Valuation	
6	Certain Disabled Veterans RSA 72:36-a	0	\$0	
7	Improvements to Assist the Deaf RSA 72:38-b V	0	\$0	
8	Improvements to Assist Persons with Disabilities RSA 72:37-a	0	\$0	
9	School Dining/Dormitory/Kitchen Exemption RSA 72:23-IV	0	\$0	
10A	Non-Utility Water & Air Pollution Control Exemption RSA 72:12	0	\$0	
10B	Utility Water & Air Pollution Control Exemption RSA 72:12-a	0	\$0	
11	Modified Assessed Value of All Properties		\$1,627,034,595	
Optional Exemptions		Amount Per	Total	Valuation
12	Blind Exemption RSA 72:37	\$15,000	3	\$45,000
13	Elderly Exemption RSA 72:39-a,b	\$0	43	\$6,264,000
14	Deaf Exemption RSA 72:38-b	\$0	0	\$0
15	Disabled Exemption RSA 72:37-b	\$0	0	\$0
16	Wood Heating Energy Systems Exemption RSA 72:70	\$0	0	\$0
17	Solar Energy Systems Exemption RSA 72:62	\$0	0	\$0
18	Wind Powered Energy Systems Exemption RSA 72:66	\$0	0	\$0
19	Additional School Dining/Dorm/Kitchen Exemptions RSA 72:23	\$0	0	\$0
19A	Electric Energy Storage Systems RSA 72:85	\$0	0	\$0
19B	Renewable Generation Facilities & Electric Energy Systems	\$0	0	\$0
20	Total Dollar Amount of Exemptions			\$6,309,000
21A	Net Valuation			\$1,620,725,595
21B	Less TIF Retained Value			\$0
21C	Net Valuation Adjusted to Remove TIF Retained Value			\$1,620,725,595
21D	Less Commercial/Industrial Construction Exemption			\$0
21E	Net Valuation Adjusted to Remove TIF Retained Value and Comm/Ind Construction			\$1,620,725,595
22	Less Utilities			\$27,869,800
23A	Net Valuation without Utilities			\$1,592,855,795
23B	Net Valuation without Utilities, Adjusted to Remove TIF Retained Value			\$1,592,855,795



Utility Value Appraiser

Christina Murdough

The municipality **DOES NOT** use DRA utility values. The municipality **IS** equalized by the ratio.

Electric Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
NEXTERA ENERGY SEABROOK LLC	\$0	\$21,000	\$0	\$0	\$21,000
PSNH DBA EVERSOURCE ENERGY	\$3,806,700	\$125,900	\$0	\$5,082,100	\$9,014,700
UNITIL ENERGY SYSTEMS INC	\$0	\$8,717,100	\$0	\$0	\$8,717,100
	\$3,806,700	\$8,864,000	\$0	\$5,082,100	\$17,752,800

Gas Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
GRANITE STATE GAS TRANSMISSION INC	\$0	\$1,855,500	\$0	\$0	\$1,855,500
MARITIMES & NORTHEAST PIPELINE LLC	\$0	\$4,422,600	\$0	\$0	\$4,422,600
NORTHERN UTILITIES INC	\$0	\$521,900	\$0	\$0	\$521,900
PORTLAND NATURAL GAS TRANSMISSION SYSTEM	\$0	\$2,538,900	\$0	\$0	\$2,538,900
	\$0	\$9,338,900	\$0	\$0	\$9,338,900

Water Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
AQUARION WATER COMPANY	\$0	\$778,100	\$0	\$0	\$778,100
	\$0	\$778,100	\$0	\$0	\$778,100



Veteran's Tax Credits	Limits	Number	Est. Tax Credits
Veterans' Tax Credit RSA 72:28	\$600	317	\$189,900
Surviving Spouse RSA 72:29-a	\$700	0	\$0
Tax Credit for Service-Connected Total Disability RSA 72:35	\$4,000	16	\$64,000
All Veterans Tax Credit RSA 72:28-b	\$600	44	\$26,400
Combat Service Tax Credit RSA 72:28-c	\$0	0	\$0
		377	\$280,300

Deaf & Disabled Exemption Report

Deaf Income Limits	
Single	\$0
Married	\$0

Deaf Asset Limits	
Single	\$0
Married	\$0

Disabled Income Limits	
Single	\$0
Married	\$0

Disabled Asset Limits	
Single	\$0
Married	\$0

Elderly Exemption Report

First-time Filers Granted Elderly Exemption for the Current Tax Year	
Age	Number
65-74	1
75-79	0
80+	0

Total Number of Individuals Granted Elderly Exemptions for the Current Tax Year and Total Number of Exemptions Granted				
Age	Number	Amount	Maximum	Total
65-74	11	\$125,000	\$1,375,000	\$1,364,400
75-79	14	\$145,000	\$2,030,000	\$2,030,000
80+	18	\$165,000	\$2,970,000	\$2,869,600
	43		\$6,375,000	\$6,264,000

Income Limits	
Single	\$36,000
Married	\$60,000

Asset Limits	
Single	\$200,000
Married	\$200,000

Has the municipality adopted an exemption for Electric Energy Systems? (RSA 72:85)

Granted/Adopted? No Properties:

Has the municipality adopted an exemption for Renewable Gen. Facility & Electric Energy Storage? (RSA 72:87)

Granted/Adopted? No Properties:

Has the municipality adopted Community Tax Relief Incentive? (RSA 79-E)

Granted/Adopted? Yes Structures: 1

Has the municipality adopted Taxation of Certain Chartered Public School Facilities? (RSA 79-H)

Granted/Adopted? No Properties:

Has the municipality adopted Taxation of Qualifying Historic Buildings? (RSA 79-G)

Granted/Adopted? No Properties:

Has the municipality adopted the optional commercial and industrial construction exemption? (RSA 72:76-78 or RSA 72:80-83)

Granted/Adopted? No Properties:

Percent of assessed value attributable to new construction to be exempted:

Total Exemption Granted:

Has the municipality granted any credits under the low-income housing tax credit tax program? (RSA 75:1-a)

Granted/Adopted? No Properties:

Assessed value prior to effective date of RSA 75:1-a:

Current Assessed Value:



Current Use RSA 79-A	Total Acres	Valuation
Farm Land	999.69	\$253,587
Forest Land	1,041.52	\$83,793
Forest Land with Documented Stewardship	0.00	\$0
Unproductive Land	129.88	\$2,553
Wet Land	172.92	\$3,376
	2,344.01	\$343,309

Other Current Use Statistics

Total Number of Acres Receiving 20% Rec. Adjustment	Acres:	174.96
Total Number of Acres Removed from Current Use During Current Tax Year	Acres:	67.33
Total Number of Owners in Current Use	Owners:	56
Total Number of Parcels in Current Use	Parcels:	102

Land Use Change Tax

Gross Monies Received for Calendar Year		\$325,000
Conservation Allocation	Percentage: 100.00 %	Dollar Amount: \$0
Monies to Conservation Fund		\$325,000
Monies to General Fund		\$0

Conservation Restriction Assessment Report RSA 79-B

	Acres	Valuation
Farm Land	0.00	\$0
Forest Land	12.25	\$593
Forest Land with Documented Stewardship	0.00	\$0
Unproductive Land	0.00	\$0
Wet Land	35.28	\$693
	47.53	\$1,286

Other Conservation Restriction Assessment Statistics

Total Number of Acres Receiving 20% Rec. Adjustment	Acres:	0.00
Total Number of Acres Removed from Conservation Restriction During Current Tax Year	Acres:	
Owners in Conservation Restriction	Owners:	1
Parcels in Conservation Restriction	Parcels:	4



Discretionary Easements RSA 79-C	Acres	Owners	Assessed Valuation
	0.00	0	\$0

Taxation of Farm Structures and Land Under Farm Structures RSA 79-F					
Number Granted	Structures	Acres	Land Valuation	Structure Valuation	
0	0	0.00	\$0	\$0	

Discretionary Preservation Easements RSA 79-D					
Owners	Structures	Acres	Land Valuation	Structure Valuation	
15	24	1.41	\$3,400	\$155,827	

Map	Lot	Block	%	Description
000018	000001	000000	75	79-D HISTORIC BARN
000013	000058	000000	75	79-D HISTORIC BARN
000013	000058	000000	75	79-D HISTORIC BARN
000009	000099	000000	75	79-D HISTORIC BARN
000009	000099	000000	75	79-D HISTORIC BARN
000009	000099	000000	75	79-D HISTORIC BARN
000017	000052	000000	75	79-D HISTORIC BARN
000022	000031	000000	75	79-D HISTORIC BARN
000011	000037	000000	75	79-D HISTORIC BARN
000011	000037	000000	75	79-D HISTORIC BARN
000011	000028	000000	75	79-D HISTORIC BARN
000006	000193	000000	75	79-D HISTORIC BARN
000022	000014	000000	75	79-D HISTORIC BARN
000022	000014	000000	75	79-D HISTORIC BARN
000009	000007	000000	75	79-D HISTORIC BARN
000017	000013	000000	75	79-D HISTORIC BARN
000021	000153	000000	75	79-D HISTORIC BARN
000005	000002	000000	75	79-D HISTORIC BARN
000005	000002	000000	75	79-D HISTORIC BARN
000009	000100	000000	75	79-D HISTORIC BARN
000009	000100	000000	75	79-D HISTORIC BARN
000009	000101	000000	75	79-D HISTORIC BARN

Tax Increment Financing District	Date	Original	Unretained	Retained	Current
<i>This municipality has no TIF districts.</i>					

Revenues Received from Payments in Lieu of Tax	Revenue	Acres
State and Federal Forest Land, Recreational and/or land from MS-434, account 3356 and 3357	\$0.00	0.00
White Mountain National Forest only, account 3186		0.00

Payments in Lieu of Tax from Renewable Generation Facilities (RSA 72:74)	Amount
<i>This municipality has not adopted RSA 72:74 or has no applicable PILT sources.</i>	

Other Sources of Payments in Lieu of Taxes (MS-434 Account 3186)	Amount
<i>This municipality has no additional sources of PILTs.</i>	



Notes



Lindsey M. Stepp
Commissioner

Ora M. LeMere
Assistant Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



MUNICIPAL AND PROPERTY
DIVISION
Samuel T. Greene
Director

Adam A. Deñoncour
Assistant Director

August 18, 2022

Town of Stratham
ATTN: Board of Selectmen
10 Bunker Hill Avenue
Stratham, NH 03885-2403

RE: 2020 Assessment Review

Honorable Members of the Board of Selectmen:

The New Hampshire Department of Revenue Administration has completed its review of the Town of Stratham's assessments required by RSA 21-J: 11-a. The Department has considered the degree to which assessments in Stratham achieved substantial compliance with applicable statutes and rules. The Department considered compliance with the six assessment areas specifically identified in RSA 21-J: 11-a, and RSA 21-J: 14-b I. (c).

They are:

- A. Level of assessments and uniformity of assessments are within acceptable ranges as recommended by the Assessing Standards Board (ASB) by considering, where appropriate, an assessment-to-sales-ratio study conducted by the Department for the municipality;
- B. Assessment practices substantially comply with applicable statutes and rules;
- C. Exemption and credit procedures substantially comply with applicable statutes and rules;
- D. Assessments are based on reasonably accurate data;
- E. Assessments of various types of properties are reasonably proportional to other types of properties within the municipality; and,
- F. For all revaluations including full revaluations, partial revaluations, cyclical revaluations and statistical updates conducted on or after the April 1, 2006 assessment year, either by an independent contractor or an in-house assessor, a report based on the most recent edition of the Uniform Standards of Professional Appraisal Practice (USPAP) shall be produced.

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

In accordance with RSA 21-J: 11-a, II, the Department shall report its findings to the ASB and the municipality. This letter constitutes our report.

After completing its review, the Department has determined that the Town of Stratham is not in substantial compliance with applicable assessing statutes and rules as identified in RSA 21-J: 11-a, I and RSA 21-J: 14-b, I(c) because it has not met one or more of the standards adopted by the ASB pursuant to N.H. Administrative Rule ASB 102.02. See Standards for Monitoring of Local Assessing Practices by the Department of Revenue Administration Adopted by the Assessing Standards Board May 11, 2018 (the ASB Standards).

The ASB standards not met include:

ASB III, B.2. Assessments as of April 1, 2020

Some sample properties showed data inconsistencies which resulted in inaccurate values as of April 1, 2020. When visiting properties in the field, care should be taken to ensure that the information on the property record card accurately describes the property's physical characteristics.

ASB III, B.4.a-c. Current Use

Multiple current use files reviewed did not contain an adequate map, and some others showed incorrect application of the recreational reduction. Every current use file should contain a map that identifies the parcel in question, indicates total parcel acreage, any acreage not in current use, and the acreage enrolled in each relevant current use category. Additionally, if the applicant has elected to receive the recreational reduction, it must be correctly applied on the property record card.

Attached please find the Department's worksheets indicating areas that should be addressed.

Prior to the release of this report to the ASB you have an opportunity to respond to the findings in this report. Please let us know within 30 days if you have a response to this letter.

We would like to thank you and the staff members who assisted the Department for working with us in an understanding and cooperative manner.

Your next Assessment Review is scheduled for 2025. Should you be interested in changing your Assessment Review year, such a request may be approved so long as the time between reviews does not exceed five years.

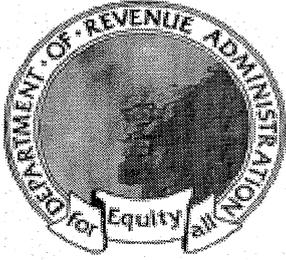
If you have any questions, feel free to contact me.

Sincerely,



Samuel Greene, Director
Municipal and Property Division

cc: Assessing Standards Board
File



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION

ASSESSMENTS as of April 1, 2020

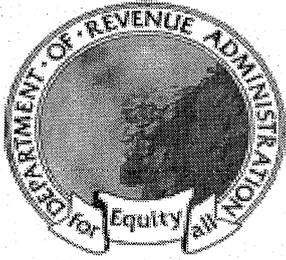
ASB III, B. 2.

Name of Municipality:

Date of Review:

Assessments RSA 74:1

<u>Sample Number:</u>	<u>Parcel ID:</u>	<u>Values Reflect April 1:</u>
1	10-144-58	Yes
2	10-63-0	No
3	11-14-0	Yes
4	11-39-0	Yes
5	14-17-0	Yes
6	15-74-0	Yes
7	16-16-0	Yes
8	17-74-0	Yes
9	18-24-0	No
10	19-100-0	Yes
11	19-36-1	Yes
12	21-26-0	Yes
13	23-19-54	Yes



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION

ASSESSMENTS as of April 1, 2020

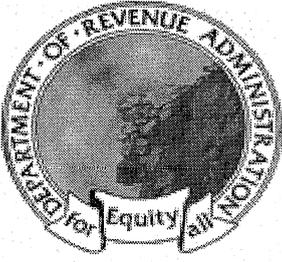
ASB III, B. 2.

Name of Municipality:

Date of Review:

Assessments RSA 74:1

<u>Sample Number:</u>	<u>Parcel ID:</u>	<u>Values Reflect April 1:</u>
14	23-30-0	Yes
15	25-37-0	Yes
16	3-105-0	No
17	3-106-0	No
18	3-107-0	No
19	3-29-0	Yes
20	3-30-20	Yes
21	3-71-0	No
22	3-79-0	Yes
23	3-92-0	No
24	5-37-0	Yes
25	6-163-0	Yes
26	6-51-0	Yes
27	6-79-0	Yes



NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION

ASSESSMENTS as of April 1, 2020

ASB III, B. 2.

Name of Municipality:	Stratham	Date of Review:	3/30/2021
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Assessments RSA 74:1

Sample

Number:

Parcel ID:

Values Reflect April 1:

Comments:

10-63: Observed 4x5 portion of rear deck not noted on PRC.
18-24: Observed 16 solar panels not noted on PRC.
3-105: Rear deck on PRC as 16x16, observed as 11x16.
3-106: Garage on PRC as 13x22, observed as 10x22.
3-107: Patio on PRC as 17x14, observed as 12x14.
3-71: Patio on PRC as 348sqft, observed as 303sqft.
3-92: Patio on PRC as 18x20, observed as 14x15. Deck on PRC missing additional 4x4 area.

DRA Appraiser Signature:

Ben Lafond

Date:

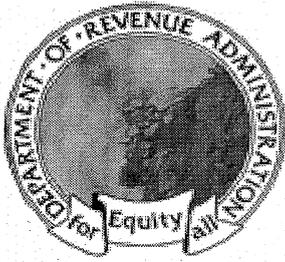
6/14/2021

DRA Supervisor Initials:

AD

Date:

6/14/21



**NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION**

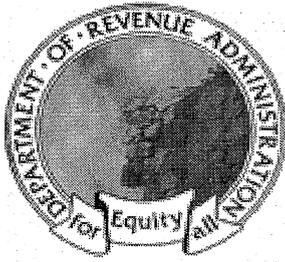
CURRENT USE WORKSHEET as of APRIL 1, 2020

ASB III, B. 4. a-c

Name of Municipality: <input style="width: 90%;" type="text" value="Stratham"/>	Date of Review: <input style="width: 90%;" type="text" value="7/13/2021"/>
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Current Use RSA 79-A

Sample Number	Parcel ID:	a				b	c	Met/Not Met
		(i) <u>Original current use A-10 Application for Assessment, timely filed, and recorded or equivalent documentation</u>	(ii) <u>Recreational discount being correctly applied</u>	(iii) <u>Site Map outlining current use categories and land not in current use</u>	(iv) <u>The Equalization Ratio is being correctly applied</u>	(v) <u>Appropriate Stewardship documentation being correctly applied (current stewardship plan)</u>	(vi) <u>All municipality's current use assessments comply with CUB 304 value ranges (Marlow)</u>	
1	10-157-0	Yes	Yes	No	Yes	N/A	Yes	Did Not Meet Standard
2	10-158-0	Yes	Yes	No	Yes	N/A	Yes	Did Not Meet Standard
3	10-88-0	Yes	Yes	No	Yes	N/A	Yes	Did Not Meet Standard
4	11-35-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
5	11-37-0							Did Not Meet Standard
6	13-70-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
7	13-72-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
8	13-82-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
9	14-33-0	Yes	No	Yes	Yes	N/A	Yes	Did Not Meet Standard
10	14-35-0	Yes	No	Yes	Yes	N/A	Yes	Did Not Meet Standard



**NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION**

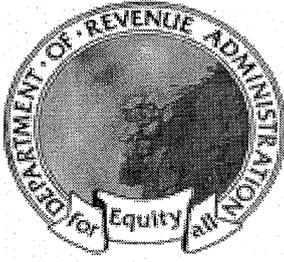
CURRENT USE WORKSHEET as of APRIL 1, 2020

ASB III, B. 4. a-c

Name of Municipality: <input style="width: 90%;" type="text" value="Stratham"/>	Date of Review: <input style="width: 90%;" type="text" value="7/13/2021"/>
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Current Use RSA 79-A

<u>Sample Number</u>	<u>Parcel ID:</u>	<u>a</u>				<u>b</u>	<u>c</u>	<u>Met/Not Met</u>
		<u>(i) Original current use A-10 Application for Assessment, timely filed, and recorded or equivalent documentation</u>	<u>(ii) Recreational discount being correctly applied</u>	<u>(iii) Site Map outlining current use categories and land not in current use</u>	<u>(iv) The Equalization Ratio is being correctly applied</u>	<u>Appropriate Stewardship documentation being correctly applied (current stewardship plan)</u>	<u>All municipality's current use assessments comply with CUB 304 value ranges (Marlow)</u>	
11	14-39-0	Yes	No	Yes	Yes	N/A	No	Did Not Meet Standard
12	14-57-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
13	15-41-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
14	17-23-0	Yes	Yes	No	Yes	N/A	Yes	Did Not Meet Standard
15	17-27-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
16	20-1-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
17	21-1-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
18	22-31-0	Yes	Yes	Yes	Yes	N/A	Yes	Did Not Meet Standard
19	22-42-0	No	Yes	No	Yes			Did Not Meet Standard
20	25-48-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard



**NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION**

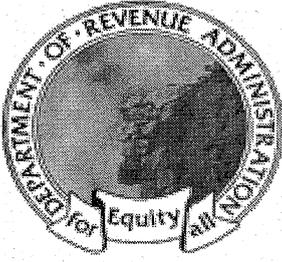
CURRENT USE WORKSHEET as of APRIL 1, 2020

ASB III, B. 4. a-c

Name of Municipality: <input style="width: 90%;" type="text" value="Stratham"/>	Date of Review: <input style="width: 90%;" type="text" value="7/13/2021"/>
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Current Use RSA 79-A

<u>Sample Number</u>	<u>Parcel ID:</u>	a				b	c	<u>Met/Not Met</u>
		<u>(i) Original current use A-10 Application for Assessment, timely filed, and recorded or equivalent documentation</u>	<u>(ii) Recreational discount being correctly applied</u>	<u>(iii) Site Map outlining current use categories and land not in current use</u>	<u>(iv) The Equalization Ratio is being correctly applied</u>	<u>Appropriate Stewardship documentation being correctly applied (current stewardship plan)</u>	<u>All municipality's current use assessments comply with CUB 304 value ranges (Marlow)</u>	
21	3-2-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
22	4-18-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
23	5-121-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
24	5-2-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
25	6-15-0	Yes	Yes	Yes	Yes	N/A	Yes	Did Not Meet Standard
26	6-81-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
27	9-111-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
28	9-112-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard
29	9-18-0	Yes	Yes	Yes	Yes	N/A	Yes	Met Standard



**NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL and PROPERTY DIVISION**

CURRENT USE WORKSHEET as of APRIL 1, 2020

ASB III, B. 4. a-c

Name of Municipality: <input style="width: 90%;" type="text" value="Stratham"/>	Date of Review: <input style="width: 90%;" type="text" value="7/13/2021"/>
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Current Use RSA 79-A

<u>Sample Number</u>	<u>Parcel ID:</u>	<u>a</u>				<u>b</u>	<u>c</u>	<u>Met/Not Met</u>
		<u>(i) Original current use A-10 Application for Assessment, timely filed, and recorded or equivalent documentation</u>	<u>(ii) Recreational discount being correctly applied</u>	<u>(iii) Site Map outlining current use categories and land not in current use</u>	<u>(iv) The Equalization Ratio is being correctly applied</u>	<u>Appropriate Stewardship documentation being correctly applied (current stewardship plan)</u>	<u>All municipality's current use assessments comply with CUB 304 value ranges (Marlow)</u>	

Comments:

Samples # 1, 2, & 3 - Categories shown on map do not match categories on PRC.

Sample #5 - No current use file could be located.

Samples # 9, 10, & 11 - Application requests recreational reduction, no reduction applied on PRC.

Sample #14 - Map does not identify 26 acres NICU.

Sample #19 - No adequate map in file.

DRA Appraiser Signature:	Ben Lafond	Date:	9/9/2021
DRA Supervisor Initials:	AD	Date:	9/9/21