



TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

SELECT BOARD AGENDA

March 2, 2026

7:00 pm

**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

- I. Call to order
- II. Roll Call
- III. Consideration of Minutes – 2/17/26
- IV. Finance Report
- V. Department Reports & Presentations
 - a. Steve Butzel to Present the Library Report
 - b. Seth Hickey to present the Recreation Dept. Report
- VI. Correspondence
- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
 - a. Land Use Fee Structure
- IX. Discussion of Monthly Reports
- X. New Business and Action Items
 - a. PFAS Monitoring Update from Wilcox and Barton
 - b. Highway Safety Grant – Accept the Terms of the FY 26 MTD E-Crash Equipment grant
 - c. Authorization to execute Great Bay Food Truck Festival Contract with Exeter Chamber of Commerce.
 - d. Authorization to approve sale of Renewable Energy Credits from Police Solar Array
 - e. Authorization to sign Plaistow ALS Inter-Municipal Agreement

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



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- f. Authorization to execute Local Emergency Operation Plan Grant Agreement
 - g. Authorization to proceed with Tree Work at the Lane Property
-
- XI. Town Administrator Report
 - XII. Informational Items
 - a. Trail Usage Report for Large Groups
 - XIII. Reservations, Event Requests & Permits
 - a. SPCA Paws Walk at Stratham Hill Park Event Request
 - XIV. Review of Recent or Upcoming Board & Commissions Agendas
 - XV. Boards and Commissions Nominations & Appointments
 - a. Appointments for consideration
 - b. Appointments to be voted on
 - XVI. Miscellaneous & Old Business
 - XVII. Adjournment

MINUTES OF THE FEBRUARY 17, 2026 SELECT BOARD MEETING

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

ALSO PRESENT: Town Administrator Tim Roache, Finance Administrator Lori Ruest

At 7:00pm Mr. Houghton opened the meeting and asked for a motion on the draft minutes. Mr. Anderson motioned to approved the minutes from February 2, 2026. Ms. Knab seconded the motion. All voted in favor.

Mr. Houghton recognized Grahame Emanuel, who presented his proposed Eagle Scout project. Mr. Emanuel explained that he plans to construct a custom ballot box modeled after the Town's historic ballot box and to create an accompanying pamphlet on civic engagement and the history of the ballot box. He hopes to present the completed project at Town Meeting.

He described his fundraising efforts, including hosting a spaghetti supper, and outlined the leadership components of the project, such as coordinating a woodworking group to teach scouts relevant skills. He is seeking donated materials. His preliminary cost estimate for the ballot box is approximately \$550. He also reviewed project phases, including his research work with the Stratham Historical Society.

In response to questions, Mr. Emanuel noted that there are no specific design requirements beyond including a lock. Town Clerk Ms. Bakie expressed enthusiasm for the project. Mr. Emanuel shared a sample image and further design details. The Board was supportive and thanked him for the presentation.

The Board next addressed the request for access to Town-owned land off Lovell Road. Mr. Roache explained that Attorney Elena Smith of DTC, representing Mr. Velasquez, is seeking permission to cross Town property to conduct surveying and wetlands analysis related to the potential purchase of the landlocked Bacon parcel, which has a deeded right-of-way but no frontage. Attorney Smith stated that the deeded 50-foot right-of-way crosses a portion of the Town parcel, and preliminary information suggests possible wetlands. The request is to access the property from Gifford Farm Road to complete surveying and wetlands delineation. Mr. Anderson confirmed that the applicant is simply seeking permission to enter Town land to survey their parcel.

It was noted that the work would involve only hand tools. The applicant also intends to map wetlands on both the Bacon parcel and the Town parcel as part of due diligence. If access from Lovell Road proves feasible without impacting wetlands, that may ultimately be used instead.

Ms. Price shared that she had met with Mr. Velasquez and noted that similar requests have come before the Board in the past, with permission granted for surveying only and no guarantees regarding future access or development. The Board had no concerns with allowing surveying. The applicant also reported contacting Unitil regarding potential utility access.

Mr. Anderson moved to allow access across Town property to reach Lot 22 (the Bacon parcel) for surveying purposes. Ms. Knab seconded the motion. All voted in favor. Mr. Houghton asked that the Town Administrator be notified prior to entering the property.

The Board next took up the Rollins Hill Farm agenda item. Mr. Anderson, as an abutter, recused himself from the discussion. Ms. Price explained that portions of the development were deeded to the HOA in 2017, including the condominium roadways, but the Town did not accept the cul-de-sac at that time because construction was incomplete. When she later reviewed the outstanding bond and received as-builts from Jones & Beach, it became clear that the cul-de-sac still needed to be formally deeded to the Town before the bond could be released. Ms. Price presented a signed 2017 quitclaim deed for the cul-de-sac, which Town Counsel confirmed remains valid. Acceptance of the deed is the next step toward releasing the bond and formalizing Town ownership of the cul-de-sac, which the Town has already been maintaining. Mr. Houghton summarized that the Town is now completing what was agreed to in 2017, following confirmation that all required work has been satisfactorily completed. Ms. Price noted that the former DPW Director had no concerns.

Ms. Knab moved to accept the quitclaim deed for the Rollins Hill Farm cul-de-sac. Mr. Houghton seconded the motion. Mr. Houghton recognized former Town Administrator Paul Deschaine, who clarified that the cul-de-sac surrounds an existing T-shaped public right-of-way; Ms. Price confirmed the deed covers the perimeter created by the development. The motion passed unanimously. Ms. Price stated her office will record the deed.

Mr. Houghton moved to the community power discussion. Matt O'Keefe, Chair of the Energy Commission, along with members Paul Deschaine and Charlie Case, provided an update on Stratham Community Power and the performance of its current supplier, the Community Power Coalition of New Hampshire (CPCNH). They noted that while the first two rate periods in early 2024 offered savings compared to Unitil's default rate, the last four rate periods—including the one beginning in February—have shown steadily increasing costs relative to the utility default.

The Commission did not make any recommendations but outlined three possible paths for the Board's consideration:

1. **Status Quo:** Continue participation in CPCNH, provide periodic updates through Town communications, and ensure residents understand how to opt out if they choose.
2. **Withdrawal from CPCNH:** Begin the formal process to leave CPCNH while retaining the ability to operate a community power program. This would require resolving any outstanding financial obligations before release.
3. **Withdrawal and Transition to a New Supplier:** Leave CPCNH and seek bids from alternative suppliers, with the Energy Commission managing the process.

The Commission also explained the implications for residents who opt out mid-rate-period, including temporary placement on Unitil's variable rate before returning to the fixed default rate in August.

Mr. Case provided additional context regarding CPCNH's recent financial challenges. He noted that CPCNH had initially delivered strong savings and built reserves, but a risk-related decision made by the new CEO in fall 2024—without full board involvement—reduced hedging levels and forced CPCNH to purchase more power on the spot market during a colder-than-expected winter. This contributed to significant losses and the need for substantial working capital borrowing. Mr. Anderson observed that these issues are unlikely to resolve quickly.

The Commission emphasized that other towns are asking similar questions and exploring their options. They reiterated their willingness to support whichever direction the Board chooses and to assist residents who wish to opt out.

Mr. Case provided further context on the uncertainty surrounding future electricity rates. He noted that the State has not yet determined how utilities will recover their recent default-supply losses, a decision that will influence how competitive CPCNH can be. Eversource had proposed recovering its losses through a surcharge on distribution bills, but the State rejected the approach because it would have required CPCNH customers to subsidize utility default supply costs. As a result, it remains unclear how or when utilities will recoup their losses, and default rates beginning August 1 may rise.

Mr. Case explained that while CPCNH may be more expensive in the short term, the organization believes it remains the stronger long-term option. However, rising costs across the region—including natural gas prices, ISO-NE charges, renewable energy requirements, and weather-related volatility—affect all suppliers.

He reported that CPCNH's financial challenges stem in part from a risk-related decision made by its former CEO, which reduced hedging and forced greater reliance on the spot market during a colder-than-expected winter. CPCNH is now borrowing significant working capital—potentially up to \$18 million—and is in the process of hiring a new CEO and operations lead.

Mr. Case shared that a CPCNH representative, Andrew Hatch, acknowledged that CPCNH cannot currently provide a reliable estimate of when reserves will return to positive levels. The representative offered to meet with the Board if desired.

Mr. Deschaine added historical context, noting that Stratham's enrollment in community power has remained stable at roughly 71–73% since launch, with limited resident feedback. He explained that the most recent rate period includes a two-cent increase intended to help rebuild reserves, with hopes of improvement by August, though no guarantees can be made given the organization's youth and the number of unforeseen challenges.

Mr. Case concluded that the Commission has examined whether CPCNH can remain cost-competitive with utility default rates. While the answer is not yet clear—due in part to uncertainty about future utility rates—CPCNH could become more competitive once borrowing costs and other temporary pressures subside.

The Board continued its discussion with the Energy Commission regarding Stratham Community Power. Mr. Houghton noted that the rate comparison and the three outlined options do not

present a clear or straightforward path, and he questioned whether alternative community power rates could be evaluated without withdrawing from CPCNH. Mr. Deschaine explained that while individual residents may choose third-party suppliers on their own, those options cannot serve as the Town's default. Mr. O'Keefe added that competitive supply rates are publicly available through the Department of Energy, though most short-term promotional rates are not competitive with CPCNH.

Mr. Anderson observed that market conditions have changed significantly. Mr. Houghton stated that, given the inherent volatility of energy markets in the Northeast, a full withdrawal from CPCNH does not appear practical. He felt that maintaining the current approach allows residents to make individual choices while the Town continues to provide information.

Mr. Anderson agreed, noting that residents can easily opt out on their own and may benefit from doing so as early as March 1. He emphasized the importance of clearly communicating the opt-out option, particularly for residents on fixed incomes who may be sensitive to cost increases. He also referenced Bow's recent decision to begin the withdrawal process and CPCNH's inability to provide that town with a clear reserve reconciliation figure.

Ms. Knab supported the "do nothing" approach for now and suggested revisiting the issue at a later date.

Mr. O'Keefe stated that CPCNH appears to be struggling in several areas, as reflected in recent rate trends. He noted that CPCNH's early rate advantages were partly due to differences in procurement practices, and that CPCNH successfully pushed the PUC to require utilities to change their procurement policies—changes that have benefited all New Hampshire ratepayers. However, he also expressed concern that CPCNH has at times acted outside its own policies, which he views as a red flag. He supported the "Do Nothing" approach for now, with strong communication to residents about opt-out options, but said that if CPCNH remains uncompetitive in the August rate period, the Town may need to reconsider its long-term participation.

Mr. Anderson agreed and suggested the Town should understand, from its own perspective, what the withdrawal process would entail should the Board choose that path in the future. Ms. Knab concurred and recommended seeking guidance from Town Counsel.

Mr. O'Keefe noted that Bow's withdrawal process is complicated because it must first exit a county-level aggregation before leaving CPCNH, but their experience may clarify the steps and milestones involved. He added that more information will be available once summer rate filings are released.

Mr. Anderson said Town Counsel should review RSA 53, the PUC 2200 rules, and the Town's agreement with CPCNH to identify any procedural hurdles, noting that withdrawal is a lengthy process.

Mr. O'Keefe noted that the Town previously conducted a legal review before entering the CPCNH agreement and believes the withdrawal rules are clear and not overly complex. The

greater challenge would be determining any costs owed to CPCNH before withdrawal, particularly related to long-term power procurement on Stratham's behalf. Mr. Anderson reported that Bow was told by CPCNH representative Andrew Hatch that withdrawal could take one to three years, which appears inconsistent with the written agreement.

Mr. Deschaine explained that the Commission has closely monitored CPCNH's situation since late 2024 and has evaluated several scenarios. He reiterated the three primary options:

1. **Do Nothing**, allowing residents to make individual choices.
2. **Full Withdrawal**, which would return the Town to Unitil's default supply, though future default rates are unknown.
3. **Withdrawal and Transition to a Third-Party Supplier**, which could allow recovery of any negative reserve balance through rates.

He noted that the most recent estimate (November 1) showed a negative reserve of approximately \$58,000 attributable to Stratham. Under the statute, tax dollars cannot be used to cover this amount, so any repayment would need to be incorporated into electricity rates if the Town withdrew.

Mr. O'Keefe added that CPCNH's current rate period includes a two-cent per kilowatt-hour premium intended to rebuild reserves, and CPCNH expects to return to a positive reserve position this spring. However, it remains unclear how any long-term procurement costs would be reconciled if Stratham chose to exit.

Mr. Deschaine explained that several challenges facing CPCNH stem from factors outside its control. ISO is a regional-wide power brokerage for transmissions into the region. ISO charges vary by utility, with Unitil customers facing higher transmission-related costs due to higher peak loads in southern New Hampshire. These costs were not fully understood when CPCNH began modeling rates, and ISO's irregular settlement schedule makes month-to-month forecasting difficult. He emphasized that CPCNH is a young organization still learning its cost structure, and that current reserve estimates remain approximate.

He added that determining a withdrawal cost would require CPCNH to finalize all outstanding data for a specific withdrawal date, which contributes to uncertainty. Bow has encountered similar issues, creating a "catch-22" in which the town cannot determine a withdrawal date without knowing the cost, and CPCNH cannot determine the cost without a date. He also noted that Bow's decision to pursue withdrawal followed a divided initial vote to join CPCNH. Mr. Deschaine suggested there may be value in observing how other communities navigate the withdrawal process before Stratham makes any decisions.

Ms. Knab said she intends to speak with a Bow Select Board member who also serves in the Legislature.

Mr. O'Keefe added that the Energy Commission continues to monitor trends, uncertainties, and best practices, and is in regular communication with other towns and third-party suppliers. He emphasized that the Commission's goal is to stay informed and ensure the Board is aware of developments affecting Stratham residents.

Mr. Houghton observed that the Public Utilities Commission appears to be operating in the background at this stage. Mr. O'Keefe explained that because electricity supply is an open commodity market, the PUC's role is limited; while it has updated utility procurement rules in ways that benefit ratepayers, it has not yet decided how utilities will recover their under-collections from prior rate periods. That decision will affect all customers, including those not on utility default supply.

Mr. Deschaine noted that evaluating third-party suppliers would require a detailed load profile, which CPCNH currently maintains for Stratham. Obtaining that information would effectively signal to CPCNH that the Town is exploring alternatives, which may or may not be advantageous.

Mr. O'Keefe said the Commission does not believe bringing CPCNH representatives to the Board at this time would be productive and instead wanted to provide background from their own analysis. Mr. Deschaine added that unless the Board strongly preferred a different direction, the Commission's recommended approach remains unchanged.

Mr. Case offered to provide Board members with a copy of his written remarks, and the Board accepted.

Mr. Deschaine also noted that the Town's municipal electric accounts, which are coming off the RPC group rate, were intentionally not enrolled in CPCNH and are planned to move to Unitil's default supply. He advised staff to watch for the transition on upcoming bills.

Mr. Roache asked about messaging and who would prepare it. Mr. O'Keefe said the Energy Commission will draft the communication, similar to prior updates included in Select Board newsletters. The message will summarize the new rate period, direct residents to the Stratham Community Power webpage (which provides opt-out instructions), and clearly explain that residents who opt out before August will be placed on Unitil's variable rate for the remainder of the period.

Mr. Anderson suggested prominently updating the Energy Commission's webpage with this information and linking it in the Select Board Newsletter. Staff will proceed with that update.

The Board thanked the Commission for the information and for attending the meeting.

Mr. Houghton introduced the DPW request for authorization to order 2026 truck replacements. He noted that the request aligns with prior discussions but expressed concern that the Town budget has not yet been approved. The Board agreed to take no action at this time and asked that the request be resubmitted after the budget is finalized.

Mr. Roache explained that DPW Director Trevor Batchelder is requesting to switch department cell service from Verizon to AT&T FirstNet to improve connectivity and to add a line for the new Facilities Maintenance Lead. FirstNet holds the contract for first responders, and the transition is expected to be straightforward. The Board agreed the change made sense.

APPOINTMENTS

Ms. Knab motioned to appoint Kim Williams to a three year position on the Heritage Commission to fill the vacant alternate seat to expire at town meeting 2027. Mr. Houghton seconded the motion. All voted in favor.

TOWN ADMINISTRATION

Mr. Roache gave highlights from the departments.

Fire Department - Chiefs from Newmarket, Newfields, and Stratham continue discussions aimed at greater cooperation, recognizing the challenges of operating independently. Stratham recently led an active-shooter training and continues to lead in EMS and paramedic training.

Parks & Recreation - TMAC is updating its charge and will return with recommendations after Town Meeting. A new contract has been executed with the Exeter Area Chamber of Commerce for the Food Truck Festival.

Finance - Comcast franchise fee revenue continues to decline as more residents drop cable service. Staff will monitor the impact. The Finance Department is reconsidering investment options for excess funds and is now in discussions with TD Bank rather than joining the investment pool. The Finance Director also requested moving the monthly financial report to the first meeting of each month to allow for full reconciliation and more accurate reporting.

Planning - Ms. Price is updating internal processes for handling building permits and inspection requests.

Town Clerk - Official town and absentee sample ballots are posted in the hallway. Ballot machine testing is scheduled for February 25.

Library - Circulation is up 14%. AARP tax assistance is experiencing high demand.

Town Administration - Preparations are underway for Town Meeting and Voter Information Night. Senator Shaheen's office is accepting congressionally directed spending requests, with applications due March 6. Projects must be shovel-ready. Possible submissions include SHP bathrooms at the 4-H barn, the roof project, or Stevens Park improvements. Longer-term opportunities may include water system or PFAS-related projects.

Mr. Roache reported that work continues on the noise ordinance. He noted that the Lane property lease is in the signature folder and that he has been attempting to schedule a walk-through. The Board agreed on March 11 at 10:00 am for the site visit. Mr. Anderson reminded him that the walk-through constitutes a public meeting and must be properly noticed.

Mr. Roache also confirmed that he reviewed Town contracts for DEI-related language and found none. Mr. Houghton motioned to authorize the Town Administrator to execute a notice confirming the Town has reviewed its DEI-related provisions. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton asked Mr. Roache to review the estimated tax rate spreadsheet and the material planned for Town Meeting. Mr. Roache explained that during budget preparation, the goal was to keep the tax rate increase at or below 3%. He clarified that the EMS Special Revenue Fund had been omitted from the earlier 2024–2025 spreadsheet model, creating a discrepancy. It should have been shown as an offsetting revenue, and it is now correctly included in the 2026 budget.

Ms. Ruest verified the updated figures against the DRA's MS-636, confirming that the net appropriations figure of \$5,724,822 matches the State filing. The Town had previously used \$550,000 in fund balance to reduce the tax impact. With the corrected treatment of the EMS Special Revenue Fund, the projected tax rate decreases from approximately \$2.20 to \$2.17, allowing the Town to use less fund balance. Mr. Roache summarized that the issue stemmed from not applying the offset initially. Once corrected, the Town could reach the desired tax rate target without additional fund balance use. The Board agreed that the resulting 2.7% increase was an appropriate place to land.

Mr. Roache reviewed plans for Voter Information Night on Thursday, March 5. Ms. Price will present the zoning articles via slideshow, and Mr. Roache will present the Warrant Articles. He explained that he organized the presentation from a voter's perspective by grouping articles into those with a tax impact, those funded by fund balance, and those funded by revenues.

Mr. Houghton noted that fund balance use is still a tax impact. Mr. Roache reviewed the Operating Budget from past Town Reports and found the average annual increase to be approximately 3.75%, meaning this year's operating budget is close to historical norms. He plans to explain that the operating budget reflects all expenses and revenues required to run Town government, highlighting staffing levels, the grant-funded 13th police officer, fire operations, and teen programming. He also referenced the "dollar bill" slide showing the distribution of tax dollars, with the Town portion at \$2.20.

Ms. Knab expressed concern about the perception that the Town and School District are being pitted against each other, noting comments she has heard from School Budget Committee members. She does not support framing the Town's share as "only 16%," as it can be interpreted as blaming the schools. She emphasized that broader state funding issues contribute to school budget pressures.

Mr. Houghton felt the dollar bill slide remains a useful visual for taxpayers to understand where their tax dollars go and said it is not intended to compare or criticize the school budget.

Mr. Roache continued reviewing his presentation, including the CIP overview. He plans to explain the purpose of the CIP without going into project-level detail, noting items such as town-wide technology and server upgrades, MC improvements, restroom projects, and LED lighting. The CIP reflects a 9% decrease from the prior year. He will also explain Article 11 (Capital Reserve), including the \$400,000 breakdown.

He reviewed additional warrant articles, including the Fire Tower and Keyless Access System. His goal is to clearly answer the question, "Why am I doing this?" for voters. Mr. Houghton suggested reorganizing some items and emphasized the importance of highlighting safety, security, data integrity, and the age of existing systems as key reasons for the proposed investments.

Mr. Roache reviewed several remaining warrant articles for the Town Meeting presentation:

- Article 12 – EMS Special Revenue Fund: Revenues generated from ambulance calls are deposited into this fund and used to support EMS operations.
- Article 15 – Cemetery Lot Sales: Proceeds from the sale of cemetery lots will be directed back into cemetery maintenance.
- Article 16 – Right-of-Way Transfer: This article proposes conveying a right-of-way to an abutting property owner.
- Optional Veteran’s Credit: This article corrects changes made under HB 99, which eliminated the ability to combine the former \$4,000 and \$750 veteran credits. The proposed article restores the ability for eligible veterans to receive the same total benefit in a single combined credit.

Mr. Roache said he would incorporate the Board’s suggested changes into his presentation. The Board continued reviewing the presentation details and then walked through the Town Meeting agenda, including identifying individuals to read the Dedication and Memoriam and determining which Board members would move, second, and speak to each article.

At 8:52pm Mr. Houghton motioned to go into a non-public session in accordance with RSA 91-A:3, II(d). Mr. Anderson seconded the motion. All voted in favor.

At 9:15pm Mr. Houghton motioned to come out of the non-public session. Mr. Anderson seconded the motion. All voted in favor.

Ms. Knab motioned to allow the Town Administrator to move with an offer for the Haley property in the amount of \$58,800 to be expended from the Land Conservation Fund . Mr. Anderson seconded the motion. All voted in favor.

At 9:17pm Mr. Houghton motioned to adjourn. Ms. Knab seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard
Recording Secretary



TOWN OF STRATHAM

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10 Bunker Hill Avenue, Stratham NH 03885
Planning Department (603) 772-7391, option 4
Fax (All Offices) 603-775-0517

TO: Select Board
FROM: Vanessa Price, Director of Planning & Building
DATE: February 20, 2026
RE: Land Use Fees – Updated Fee Schedule

At the Select Board meeting on March 2, 2026, the Planning and Building Department will provide an update on the recently adopted Rules of Procedure for the Planning Board and the Zoning Board of Adjustment (ZBA), which includes the increase in the notice costs for the ZBA and the increase in application fees and notice costs for the Planning Board.

The Select Board typically approves the fees after the Planning Board and/or ZBA sets the fees, by adoption at a Public Hearing. The Director of Planning & Building respectfully requests the Select Board to approve the recommended land use fees proposed by the Planning Board and the ZBA.

The updated fee schedule will be posted following the approval at the March 2, 2026, Select Board Meeting, as the Notice of Land Use Board Fees Under RSA 673:16, III (as amended).

Enclosures:

1. Drafted Land Use fee schedule
2. Zoning Board of Adjustment Rules of Procedure & Fee Structure
3. Planning Board Rules of Procedure & Fee Structure

Drafted Fee Schedule



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Incorporated 1716

10 Bunker Hill Avenue, Stratham NH 03885
Planning Department (603) 772-7391, option 4
Building and Code Enforcement (603) 772-7391, option 2
Fax (All Offices) 603-775-0517

NOTICE OF LAND USE BOARD FEES UNDER RSA 673:16, III (as amended)

ZONING BOARD OF ADJUSTMENT FEES:

Appeal from Administrative Decision	\$100 plus notice costs
Equitable Waiver of Dimensional Requirements	\$100 plus notice costs
Special Exception.....	\$100 plus notice costs
Variance	\$100 plus notice costs
Notice Costs	\$150 plus \$10 per abutter

PLANNING BOARD FEES:

SITE PLAN REVIEW APPLICATIONS:

Preliminary Conceptual Consultation	\$100
Design Review	\$300 plus notice costs
Minor Site Plan Review	\$200 for each 1,000 sq ft of building construction plus notice costs (minimum \$200)
Major Site Plan Review	\$350 for each 1,000 sq ft of building construction plus notice costs (minimum \$350)
Site Plan Amendment	\$200 for each 1,000 sq ft of building construction plus notice costs (minimum \$200)

SUBDIVISION APPLICATIONS:

Preliminary Conceptual Consultation	\$100
Design Review	\$300 plus notice costs
Minor Subdivision	\$200 for the first lot, plus \$200 for each lot or unit thereafter plus notice costs and 1. LCHIP fee (\$25 or as revised) payable to the Rockingham County Registry of Deeds. 2. Exact Recording Fees payable to the Rockingham County Registry of Deeds.
Major Subdivision.....	\$500 for the first lot, plus \$150 for each lot or unit thereafter plus notice costs and 1. LCHIP fee (\$25 or as revised) payable to the Rockingham County Registry of Deeds. 2. Exact Recording Fees payable to the Rockingham County Registry of Deeds.
Lot Line Revision	\$150 plus notice costs and 1. LCHIP fee (\$25 or as revised) payable to the Rockingham County Registry of Deeds. 2. Exact Recording Fees payable to the Rockingham County Registry of Deeds.

- Voluntary Merger..... \$25 per merger.
1. Includes certified mailing fee to and return postage from Rockingham County Registry of Deeds for recording.
 2. Additional exact Recording Fees payable to the Rockingham County Registry of Deeds.

MISCELLANEOUS:

Conditional Use Permit..... \$250 plus notice costs.

Residential Open Space Cluster Development Conditional Use Permit\$1000 application fee plus notice costs.

Route 33 Legacy Highway Heritage District Applications:

1. \$50 for an existing residential or agricultural application;
2. \$150 for a new residential application plus \$100 per new housing unit;
3. \$150 for a minor commercial/mixed-use application where no more than 1,500 square feet of additional interior space is proposed;
4. \$150 plus \$100 per 1,000 square feet for a major commercial/mixed use application where more than 1,500 square feet of additional interior space is proposed.
5. The Route 33 Heritage District application fees for all projects shall not exceed \$450.

Special Event Permit.....\$25 (for a single event) or \$50 (for two to four events)

Notice Costs..... \$50.00 plus \$10.00 per property owner, applicant, abutter (as defined in RSA 672:3), and each agent/attorney/consultant/interested party entitled to notice under New Hampshire Law.

Special Investigative Plans: The Planning Board may require the applicant to pay reasonable costs of special investigative studies, which may be necessary for the Planning Board to evaluate properly the impact of a proposed subdivision.

Rockingham County Recording Costs: The applicant shall prepare checks payable to the Rockingham County Registry of Deeds for submission to Rockingham County after the subdivision has been approved. The amount shall be determined by Rockingham County at the time of submission, and a \$25 fee shall be charged by the Town for transportation costs for every trip to the Registry of Deeds. Checks and mylar shall be submitted to the Planning Department. It will be the responsibility of the Town to record all approved plans.

Municipal Review: The Planning Board will require the applicant to reimburse the Town for the cost of having duly appointed agents of the municipality review a submitted plan. Such costs may be encountered in the following instances:

- i. Witnessing of test pits by an agent designated by the Planning Board.
- ii. Review of roadway design, drainage and stormwater management, and erosion and sediment control plans by an agent appointed by the Planning Board.
- iii. Periodic construction inspections and/or tests.

COPY AND ELECTRONIC PAYMENT FEES:

Copies (8.5" by 11" sheets)	\$0.50 per sheet
Copies (11" by 17" sheets)	\$1.00 per sheet
Copies of full-size plans.....	\$10.00 per sheet
Site Plan or Subdivision Regulation Booklet	\$15.00 flat fee
Zoning Ordinance Booklet.....	\$15.00 flat fee
Master Plan Booklet.....	\$40.00 flat fee
Fee for Credit Card payments	\$1.75 vendor fee plus 3% service fee per transaction (or as amended by the third-party vendor)
Fee for ACH payments	\$1.75 vendor fee plus \$2.50 service fee per transaction (or as amended by the third-party vendor)
Fee for a returned check due to insufficient funds (plus any assessed bank fees):.....	\$25.00 flat fee

The Select Board has ordered a public hearing on the proposed fee schedule shown below to be held on Monday, March 2, 2026, during the Select Board Meeting in the Stratham Municipal Center at 7:00pm.

Witness our hands and sealed to be adopted this 2nd of March, 2026, and effective on the 3rd of March, 2026.

**TOWN OF STRATHAM:
By its Select Board**

Michael Houghton, Chair

Allison Knab, Vice Chair

Joseph Anderson, Member

This is to certify on the _____ day of _____, 2026 at _____ PM the above referenced fee schedule was filed and recorded with the records of the Town Clerk of the Town of Stratham, NH.

Witness my hand _____
Deborah Bakie

Zoning Board of Adjustment Rules of Procedure & Fee Structure



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
FROM: Vanessa Price, Director of Planning & Building
DATE: February 20, 2026
RE: Zoning Board of Adjustment Rules of Procedure & Fee Structure

At a regularly scheduled and duly noticed meeting of the Stratham Zoning Board of Adjustment (ZBA) on December 16, 2025, the Board adopted its 2025 Rules of Procedure. The ZBA Rules of Procedure provide guidelines for how a local board conducts its internal operations and public hearings regarding zoning variances, special permits, and appeals. These rules cover various aspects, including the election of officers, quorum requirements, and meeting conduct, such as the order of business and the submission of evidence. They also address decision-making procedures, including the need for majority votes and the timing of decisions.

The updates included guidelines, processes, and an updated fee structure as follows:

1. The fees payable for each application are as follows:
 - a. Application Fees:
 - \$100.00 per variance request
 - \$100.00 per Special Exception
 - \$100.00 per Appeal from Administrative Decisions
 - \$100.00 per Equitable Waiver of Dimensional Requirements
 - b. Public Notice Fee: \$150.00.
 - c. Certified Mail Fee: \$10.00, to be sent to each applicant, agent, attorney, abutter, and interested party entitled to notice under New Hampshire Law.
 - d. Notice of Decision to include certified mailing fee of \$10.00.
2. The applicant shall pay for all additional fees for public notice and certified mail resulting from the following, except as provided in sections 4 and 5 below:
 - a. A rehearing being granted on an application, regardless of who requests the rehearing, and/or
 - b. Any other hearing on the application which requires additional public notice because of an appeal to the superior court or any other intervening litigation, or for any other reason.
3. Failure of the applicant to pay for all additional fees for public notice and certified mail required by section 2 above shall result in the Board taking whatever action, including but not limited to revocation of the approval, as it deems just and reasonable under the circumstances.
4. If the need for additional notice under section 2 above is due entirely to the fault of the Board, the Board shall pay for the additional notice.

5. If the Select Board is seeking the rehearing or is otherwise primarily responsible for the requirement for additional fees for public notice or otherwise, then the town, and not the applicant, shall pay for all such notice fees.

The updated fee schedule will be posted following the approval at the March 2, 2026, Select Board Meeting, as the Notice of Land Use Board Fees Under RSA 673:16, III (as amended).



ZONING BOARD OF ADJUSTMENT RULES OF PROCEDURE

AUTHORITY:

These rules of procedure are adopted under the authority of the New Hampshire Revised Statutes Annotated, 1983; Chapter 676:1, as amended in the most recent edition of the New Hampshire Statutes.

OFFICERS:

1. A **Chair** shall be elected annually by a majority vote of the Board in the month of April or at the first meeting after the annual Town Election, whichever is sooner. The Chair shall preside over all meetings and hearings, appoint such committees as directed by the Board, and shall affix a signature in the name of the Board.
2. A **Vice Chair** shall be elected annually by a majority vote of the Board in the month of April or at the first meeting after the annual Town Election, whichever is sooner. The Vice Chair shall preside in the absence of the Chair and shall have the full powers of the Chair on matters which come before the Board during the absence of the Chair.

MEMBERS AND ALTERNATES:

1. The Board shall consist of five (5) members who shall be appointed by the Select Board. Members must reside in Stratham. They are expected to attend each meeting of the Board to exercise their duties and responsibilities. Any member unable to attend a meeting shall notify the Chair and Code Enforcement Officer as soon as possible. Members, including the Chair and the other officers of the Board, shall participate in the decision-making process and vote to approve or disapprove all motions under consideration.
2. Up to three (3) alternate members may be appointed by the Select Board. The alternates shall attend all meetings to familiarize themselves with the workings of the Board. They shall be ready to serve as a voting member of the Board whenever a regular member of the Board is unable to fulfill required responsibilities.

MEETINGS:

1. Meetings may be held at the request of the Chair provided public notice and notice to each of the members and alternates are given in accordance with RSA 91-A:2, II.
2. Public Hearing Meetings: Public hearings will generally be held at the Municipal Center, at 7:00p.m. on the first Tuesday of each month. If the first Tuesday of the month falls on a holiday or if the Municipal Center is unavailable to hold the public hearing on the first Tuesday, the public hearing will be scheduled to occur at a date, time and place as determined by the Chair, after consultation with the Code Enforcement Officer or Director of Planning and Building.

Public hearings will be scheduled only when there is business to conduct.

If a public hearing is scheduled and subsequently cancelled, a notice of cancellation shall be posted at the Municipal Center and, if practical, on the Town's website and elsewhere as determined by the Chair.

3. **Quorum.** A quorum for all meetings of the Board shall be three members, including alternates sitting in the place of members. The Board will make every effort to ensure that a five-member Board is present for the consideration of any appeal. If any regular Board member is absent from any meeting or hearing, or requests disqualification from sitting on a particular case, the Chair shall designate one of the alternate members to sit in place of the absent or disqualified member, and such alternate shall be in all respects a full member of the Board while so sitting for an entire case or for an entire meeting.

A vote of three members voting in the affirmative, regardless of the number of members in attendance, is required to approve an application. In the event that fewer than five members are anticipated for a public hearing, the applicant shall be afforded the opportunity to postpone the public hearing at least one time to a future meeting date.

4. **Disqualification.** If any member requests disqualification from sitting in a particular case, as provided in RSA 673:14, the member shall notify the Chair as soon as possible so that an alternate may be requested to sit in the member's place. When there is uncertainty as to whether a member should be disqualified to act in a particular application, that member or another member of the Board may request the Board to vote on the question of disqualification. Any such request shall be made before the public hearing gets underway. The vote shall be advisory and non-binding. The disqualified member shall refrain from sitting at the Board table during the public hearing and during all deliberation on the case.

5. **Order of Business.** The order of business for meetings shall be as follows:

- a. Call to order.
- b. Roll call by the Chair.
- c. Adoption of minutes of previous meeting.
- d. Open public hearing.
- e. New cases(s).
- f. Unfinished business/old case(s).
- g. Communications and miscellaneous.
- h. Other Board business.
- i. Adjournment.

6. **Meeting Schedule.** The annual meeting schedule will be voted on no later than December 1 of the preceding year and will consist of a minimum of one meeting per month.

7. **Site Walk.** Whenever a majority of board members believe it would be helpful, a site walk of the subject property shall be scheduled. The site walk shall be conducted at such other time as the Board shall agree. The time, date and place of the site walk shall be given as part of the public notice for the application, appeal or action. Board members intending to sit on the Board during the determination of a particular case are strongly encouraged to attend the site walk.

During the site walk, the applicant shall identify key aspects of the property that the applicant deems important for consideration by the Board. The site walk is not the appropriate venue for taking testimony, and the Chair should restrict any attempts by persons to testify during the site walk. The Chair should direct all such persons to attend the public hearing to offer testimony at the appropriate time.

8. **Continuations of Public Hearings.** A public hearing may be continued for any of the following reasons:
 - a. Upon written request of the applicant (if prior to a hearing) or upon oral request at the time of the hearing.
 - b. Upon reaching 9:30 p.m. all cases may be discussed and decided on the following Thursday at 7:00 pm.
 - c. Upon the membership falling below five members.
 - d. Upon the Board resolving that additional information or evidence is necessary, or for any other good cause.

9. **Cancellations.** If a public hearing is scheduled and subsequently canceled, a notice of cancellation shall be posted at Town Hall and, if practical, on the Town's website and elsewhere as determined by the Chair. This may include a lack of quorum or an inclement weather situation. If there is no quorum present and the Town Staff Member cannot reach the board members, then staff and board members present will wait 15 minutes before determining the meeting cancellation.

JOINT MEETINGS AND HEARING:

1. RSA 676:2 provides that the Board may hold joint meetings or hearings with other "land use boards", including the Planning Board, the Heritage Commission, and Conservation Commission, and that each board shall have discretion as to whether or not to hold a joint meeting with any other land use board.
2. Joint business meetings with any other land use board may be held at any time when called jointly by the Chair of the two Boards.
3. A public hearing on any appeal to the Board of Adjustment will be held jointly with another board only under the following conditions:
 - a. The joint public hearing must be a formal public hearing on appeals to both Boards regarding the same subject matter; and
 - b. If the other Board is the Planning Board, RSA 676:2 requires that the Planning Board Chair shall chair the joint hearing. If the other board is not the Planning Board, then the Zoning Board of Adjustment Chair shall chair the joint hearing; and
 - c. The provisions covering the conduct of public hearings set forth in these rules, together with such additional provisions as may be required by the other board, shall be followed; and
 - d. The other board shall concur in these conditions.

NONPUBLIC SESSIONS:

The decision to hold a nonpublic session must be included in the minutes of the open session. Minutes must be kept of the nonpublic session. Minutes of such sessions shall record all actions in such a manner that the vote of each member is ascertained and recorded. Minutes of nonpublic sessions shall include the names of members, persons appearing before the Board, and a brief description of the subject matter discussed and final decisions. Refer to RSA 91-A:3, III as amended.

APPLICATION/DECISION:

1. Applications.

- a. Prior to filing an application with the Board, the applicant must first make application to the Building / Code Enforcement Department for a determination of need for relief. Should it be necessary, the applicant will be denied a building permit or obtain a written denial for the proposed activity from the Code Enforcement Officer. An application before the Board will only be accepted and processed after the issuance of a denial letter.
- b. Each application for a hearing before the Board shall be made on forms provided by the Board and administered by the Building or Planning staff.
- c. When an application involves the Wetlands Conservation District, the Shoreland Protection District, or a vegetated non-disturbance buffer area, it shall be forwarded by Town staff to the Conservation Commission for an advisory opinion prior to the Board hearing the case. Additionally, the Zoning Board may request an advisory opinion of the Conservation Commission for any application pending before the Board.
- d. Applications must be received by the Building / Code Enforcement and/or Planning Department twenty-eight (28) days prior to the next regularly scheduled meeting.
- e. Appeals from an administrative decision taken under RSA 676:5 shall be filed within 30 days of the decision.
- f. All forms and revisions prescribed shall be adopted by resolution of the Board and shall become part of these rules of procedure.
- g. The Code Enforcement Officer will review applications for technical completeness, and notice the Board of that. Any written report on the merits of the case will be presented with a copy to the applicant no less than three (3) business days before the meeting.

2. Public Notice.

- a. Public notice of public hearings on each application shall be given in a local newspaper and shall be posted at several locations within the Stratham Municipal Center not less than five (5) business days before the date fixed for the hearing not including the date the notice is posted or the date of the public hearing. Notice shall include the name of the applicant, description of the property including tax map identification, action desired by the applicant, provisions of the zoning ordinance concerned, the type of appeal being made, and the date, time and place of the hearing.
- b. Personal notice shall be made by certified mail and regular first class mail to the applicant and every abutter and holders of conservation, preservation, or agricultural preservation restrictions not less than five days before the date of the hearing. Notice shall also be given to the Planning

Board, Town Clerk, Board of Selectmen, and other parties deemed by the Board to have special interest. Said notice shall contain the same information as the public notice.

- c. The applicant shall pay for all required notice costs in advance.

3. **Public Hearing.**

- a. The Chair shall introduce the first case or ask the Town staff representative to present the first case.
- b. If queried by a member of the Board, the Town staff representative shall provide a description of the application and report on how the public notice and personal notice were given.
- c. The applicant, or the applicant's representative, shall be responsible to present and describe the application.
- d. Members of the Board may ask questions at any point during the testimony. Alternates may ask questions at any point during the testimony, as well as any member of the audience. All questions and comments shall be posed through the Chair.
- e. All persons who appear shall be required to state their name and address and indicate whether they are a party to the case or an agent or counsel of a party to the case.
- f. Any member or alternate of the Board, through the Chair, may request any party to the case to speak a second time.
- g. Any party to the case who wants to ask a question of another party to the case must do so through the Chair.
- h. All those in attendance at the public hearing shall be permitted to speak. Written correspondence related to the application and received by 4:00 pm on the night of the public hearing shall be read into the record. The Chair, at his or her discretion, may provide the applicant or other parties, the opportunity to speak in rebuttal to comments made. The Chair, at his or her discretion, may limit comments from those in attendance to a specific duration in order to ensure a timely and efficient public hearing process.
- i. The Board will hear any evidence that pertains to the facts of the case or how the facts relate to the provisions of the Zoning Ordinance and state land use law.
- j. Public comment ends at the close of the public hearing.
- k. Board deliberation begins after close of the public hearing. The Board may postpone a public hearing, provided the date of the next public hearing is announced at the first hearing.
- l. At any juncture during the public hearing and deliberative process, the Board may call upon Town Staff for administrative, regulatory, and/or technical guidance on the application.

4. **Decisions.**

The Board shall decide all cases during the public hearing or within 30 days of the close of the public hearing and after all final application materials have been submitted by the applicant. The Board shall approve, approve with conditions, or deny the application.

FEES:

1. The fees and payable for each application are as follows:
 - a. Application Fees:
 - \$100.00 per variance request
 - \$100.00 per Special Exception
 - \$100.00 per Appeal from Administrative Decisions
 - \$100.00 per Equitable Waiver of Dimensional Requirements
 - b. Public Notice Fee: \$150.00.
 - c. Certified Mail Fee: \$10.00, to be sent to each applicant, agent, attorney, abutter, and interested party entitled to notice under New Hampshire Law.
 - d. Notice of Decision to include certified mailing fee of \$10.00.
2. The applicant shall pay for all additional fees for public notice and certified mail resulting from the following, except as provided in sections 4 and 5 below:
 - a. A rehearing being granted on an application, regardless of who requests the rehearing, and/or
 - b. Any other hearing on the application which requires additional public notice because of an appeal to the superior court or any other intervening litigation, or for any other reason.
3. Failure of the applicant to pay for all additional fees for public notice and certified mail required by section 2 above shall result in the Board taking whatever action, including but not limited to revocation of the approval, as it deems just and reasonable under the circumstances.
4. If the need for additional notice under section 2 above is due entirely to the fault of the Board, the Board shall pay for the additional notice.
5. If the Select Board is seeking the rehearing or is otherwise primarily responsible for the requirement for additional fees for public notice or otherwise, then the town, and not the applicant, shall pay for all such notice fees.

RECORDS:

1. The records of the Board shall be kept by Town staff and made available for public inspection at the Town Hall in accordance with RSA 676:17.
2. Final written decisions will be included in the minutes of the meeting and will be made available for public inspection within five (5) business days after the decision is made. RSA 676:3
3. Minutes of all meetings including names of Board members, persons appearing before the Board, and a brief description of the subject matter shall be open to the public for inspection within five (5) business days of the public meeting. Approval of the minutes of meeting will take place at a regularly scheduled meeting of the Board.
4. Meetings are audio recorded for the purpose of preparing meeting minutes. Barring any unforeseen

technological issues, recordings will be provided to the public upon request up to 60 days from the date of the meeting.

PROCEDURE FOR TOWN COUNSEL OPINIONS

Should a question arise at hearing related to any issue, including any issue related to a pending application, the Board may vote to continue the meeting to consult with Town Counsel or request an opinion from Town Counsel before continuing taking evidence or deliberating. In such event, the Board shall continue the matter for reasonable time to allow for receipt of the legal opinion.

All communication with Town Counsel shall be made through the Director of Planning and Building or the Code Enforcement Officer (CEO), unless Town Counsel is present at a particular public hearing or is present at a closed meeting for purposes of attorney client communication. Upon receipt of an opinion, the Director of Planning and Building or CEO shall provide copies of the opinion to the Board at the ZBA Board meeting for the board members to review, and the Director of Planning and Building or CEO shall collect the documents at the meeting end.

AMENDMENTS:

These rules of procedure may be amended by a majority vote of the members of the Board provided that such amendment is read at a regular meeting, immediately preceding the meeting at which vote is to be taken. This version of the Rules was adopted on December 16, 2025.

WAIVERS:

Any portion of these rules of procedure may be waived in such cases where, in the opinion of the Board, strict conformity would pose a practical difficulty to the applicant and waiver would not be contrary to the spirit and intent of the rules.

Planning Board

Rules of Procedure & Fee Structure



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
FROM: Vanessa Price, Director of Planning & Building
DATE: February 20, 2026
RE: Planning Board Rules of Procedure & Fee Structure

At a regularly scheduled and duly noticed meeting of the Stratham Planning Board on January 21, 2026, the Board adopted its 2026 Rules of Procedure. It was not updated in over two decades. The Planning Board's Rules of Procedure provide guidelines for how a local board conducts its internal operations and public hearings, and cover various aspects, including the election of officers, quorum requirements, and meeting conduct, such as the order of business and the submission of evidence. They also address decision-making procedures, including the need for majority votes and the timing of decisions.

The Board updates included guidelines and processes, and had a discussion on increasing its application fees and notice costs. These costs correlate with the application process. The Select Board typically approves the fees after the Planning Board sets the fees, by adoption at a Public Hearing.

The updated fee schedule will be posted following the approval at the March 2, 2026, Select Board Meeting, as the Notice of Land Use Board Fees Under RSA 673:16, III (as amended).



TOWN OF STRATHAM
Incorporated 1716
10 Bunker Hill Avenue, Stratham NH 03885
Planning Department (603) 772-7391, option 4
Fax (All Offices) 603-775-0517

PLANNING BOARD RULES OF PROCEDURE

ARTICLE 1. AUTHORITY

These rules of procedure are adopted under the authority of New Hampshire Revised Statutes Annotated (**RSA 676:1**).

ARTICLE 2. MEMBERS AND ALTERNATES

- A. The Planning Board shall consist of FIVE (5) members. The Select Board shall appoint FOUR (4) residents of the Town of Stratham to serve as voting members and shall designate ONE (1) select board member to serve as an ex-officio member with the same rights and duties as the voting members.
- B. Selection, qualification, term, removal of members, and filling of vacancies shall conform to **RSA 673**.
- C. Alternate members may serve on the Planning Board as authorized by **RSA 673:6** and participate as nonvoting members.
- D. Up to TWO (2) residents of the Town of Stratham may be appointed by the Select Board to serve as alternate members of the Planning Board. Alternate members should attend all meetings to familiarize themselves with the workings of the Board to stand ready to serve whenever a voting member of the Board is unable to fulfill his/her responsibilities.
- E. At Planning Board meetings, alternates who are not activated to fill the seat of an absent or disqualified member or who have not been appointed by the Chair to temporarily fill the unexpired term of a vacancy may participate with the Board in a limited capacity. During a public hearing, alternates shall sit at the table with the voting members and may view documents, listen to testimony, and actively participate and interact with other Board members, the applicant, abutters, and public.

At all times, the Chair shall fully inform the public of the status of any alternate present and identify the members who shall be voting on the application prior to hearing the application.

- F. Members are expected to attend each meeting of the Board to exercise their duties and responsibilities. Any member unable to attend a meeting shall notify the Planning & Building Office as soon as possible. Members, including the Chair and all officers, shall participate in the decision-making process, unless disqualified from doing so or if they recuse, and vote to approve or disapprove all motions under consideration.
- G. Each newly appointed or re-appointed member shall be sworn in and take an oath of office as required by **RSA 42:1**, and the Board further recommends that each newly appointed or re-appointed member complete the training offered by the Office of Energy and Planning pursuant to **RSA 673:3-a**.
- H. The Planning & Building Office shall obtain from the Select Board the appointment and expiration dates of the terms of each member of the Planning Board.

ARTICLE 3. OFFICERS

The officers of the Board shall be as follows:

- A. Chair: The Chair shall preside over all meetings and hearings and shall perform all other duties customary to the office
- B. Vice-Chair: The Vice-Chair shall preside in the absence of the Chair and shall have the full powers of the Chair on matters that come before the Board in the absence of the Chair.
- C. In the absence of the Chair and the Vice Chair at any meeting, a Presiding Member Pro Temp shall be designated by the Chair or Vice-Chair and if they fail to do so, shall elect by majority vote of the members present and shall thereafter act as the presiding officer to call the meeting to order.
- D. The officers of the Board shall be elected annually as soon as practicable, after the Board of Selectmen appoint(s) members to any vacancy and those appointments have been qualified. Election of Officers shall be by majority vote of the Planning Board.

ARTICLE 4. MEETINGS

- A. **Regular Meetings:** shall be held monthly on the first and third Wednesdays of each month, or with proper notice of date and time at a place designated by the Chair. Meetings are held at the Municipal Center located at 10 Bunker Hill, Stratham, NH 03885 at 7:00 PM unless otherwise designated.
 - 1. An individual who anticipates submitting a formal application for a subdivision approval shall be required to consult with the Planning Board prior to submission of the formal application and supporting documentation in accordance with Town Meeting vote on March 8, 2005.
 - 2. An individual who anticipates submitting a formal application for a site plan review approval shall be required to consult with the Planning Board prior to submission of the formal application and supporting documentation in accordance with the Town Meeting vote on March 14, 2006.
 - 3. Only for Preliminary Conceptual Consultation applications, all materials to be considered at a Board meeting shall be submitted to the Chairperson of the Planning Board c/o the Town of Stratham Planning Office, prior to 12:00 PM at least fifteen (15) calendar days in advance of a regularly scheduled Planning Board meeting.
 - 4. For Design Review and Formal Applications, all materials to be considered at a Board meeting in order to determine whether an application is complete pursuant to the Town's Subdivision and Site Plan Regulations, internal policies, and **RSA 676:4, I (b)**, shall be submitted to the Chairperson of the Planning Board c/o the Town of Stratham Planning Department, prior to 12:00 PM at least twenty-one (21) days in advance of a regularly scheduled Planning Board meeting. Once it is determined that all required checklist items are provided, the plans will be scheduled for review by the Planning Board. The Department of Planning and Building office shall provide these materials to the Board four (4) days prior to the meeting.
 - 5. Once an application has been accepted as complete, any additional materials requested by the Board and/or submitted by the applicant, town staff, abutters, or any other party or entity with standing to appear and provide comment, shall provide those materials to the Department of Planning and

Building office no later than fifteen (15) days prior to the meeting at which they will be discussed/considered.

6. The Department of Planning and Building office shall provide these materials to the Board four (4) days prior to the meeting. Failure of the Department of Planning and Building office to provide the materials four (4) days prior, does not constitute grounds to challenge any decision by the Board.

B. **Special meetings:** May be called by the Chair or in her/his absence, by the Vice-Chair, or at the request of three members of the Board, provided public notice and notice to each board member is given at least 24 hours in advance of the time of such meeting. The notice shall specify the purpose of the meeting. Emergency meetings are an instance of special meeting and are to be conducted pursuant to **RSA 91-A:2 (II)**.

C. **Nonpublic Sessions:** Shall be held only in accordance with **RSA 91-A:3**.

D. **Quorum:** A majority of the membership of the Board shall constitute a quorum, including alternates sitting in place of voting members.

E. **Alternates:** If any voting member is absent from a meeting or hearing or disqualifies her/himself from sitting on a particular application, the Chair shall designate one of the alternate members to sit in place of the absent or disqualified member. Such alternate shall have all the powers and duties of a voting member in regard to any matter under consideration on which the alternate has been appointed

F. **Absent Voting Member:** If the Board's consideration of action on the application at issue extends to a subsequent Board meeting or hearing, a voting member who was not in attendance at the first meeting may resume his/her role as a full voting member provided the voting member has reviewed the minutes and any materials submitted at any prior meetings at which the voting member was not present

G. **Disqualified Voting Member:** The alternate should continue in place of the voting member until the Board's action on the application is completed.

H. **Disqualification**

1. If any member finds it necessary to be disqualified from sitting on a particular case, as provided in **RSA 673:14**, they shall notify the Chair as soon as possible so an alternate may be appointed to fill the vacancy. The disqualification shall be announced by either the Chair or the member before discussion or public hearing on the application begins. The member disqualified shall leave the Board table during the Board's consideration of and deliberations on the application.
2. If uncertainty arises as to whether a Board member should disqualify themselves, the Board may exercise its ability pursuant to **RSA 673:14, II**.

I. **Order of Business shall be as follows:**

1. Call to Order (Chair)

At the time appointed for any meeting of the Board, the Chair or, in his/her absence, a designated presiding officer shall be determined and take the Chair and call the meeting to order. If a quorum is present, as defined in this section, the presiding officer shall proceed with the order of business prescribed for the meeting.

2. Roll Call (Individual Members)

The roll of members shall be called, and their presence or absence recorded.

3. Minutes for Review and Approval of Previous Meeting received, reviewed, approved.

Minutes shall record the vote on each agenda item and summarize public comments as well as the concerns, recommendations, and explanations of votes made by Board Members and Alternate Board Members. Except as noted for recused Members, all Members present when Minutes are being discussed are eligible to participate. Voting Members and Alternate Members that were recused from an agenda item are not eligible to participate in the discussion of that item during review and approval of minutes but are eligible to participate on all other items. Changes to minutes may be suggested by eligible members and the minutes shall be changed or not changed based on the consensus of eligible members. After all items of the minutes have been discussed and modified as agreed, the Chair shall approve the minutes as a whole majority vote.

4. Action Items:

- i. Hearing(s) on subdivision/site plans, continuation requests, and extension requests with public comment following each presentation as might be on the agenda;
- ii. Conditional Use Permit Application;
- iii. Open non-binding consultation with people seeking a preliminary conceptual review or design review.
- iv. Route 33 Heritage Applications

5. Miscellaneous:

- i. Report of Officers/Committees;
- ii. Member Comments;
- iii. Staff Notes/Correspondence;
- iv. Other business that may come before the board.

6. Adjournment

J. Supplemental Information:

1. The Board reserves the right to modify the order of agenda items as appropriate. For example, it may work more efficiently for the Board to consider brief agenda items at the outset, and to place longer agenda items following.
2. Motions: Such motions as will facilitate the process of the Board may be allowed by the Chair. A motion, duly seconded, shall be carried by an affirmative vote of a majority of the members voting. On all matters concerning an application before the Board, voting shall be recorded by roll call. On process and procedural matters, the manner of voting shall be at the discretion of the Chair.
3. Meeting Decorum: The presiding officer shall be responsible for the orderly conduct of business at each Board meeting. While the Board is in session, the members of the Board are expected to preserve order and decorum and the Chair shall monitor that expectation. As illustration and not

limitation no Board member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Board or disturb any member of the Board while speaking except as may be provided herein.

ARTICLE 5. MEMBER'S PARTICIPATION IN TRAINING

There are several seminars and conferences available to members where training seminars are given. Members and alternates are encouraged to attend one training seminar during the course of each year. Members and alternates are reminded that their re-appointment takes into account seminar attendance, among other factors.

Should a member, alternate or regular, attend a seminar and incur an admission fee or mileage fee, the member may submit proof of payment to the Chairperson who shall ask for reimbursement from the Department of Planning and Building office.

ARTICLE 6. APPLICATIONS FOR SUBDIVISION AND SITE PLAN REVIEW

- A. Applications shall be made on forms provided for that purpose and shall be presented to the Board's designee who shall sign and record the date of receipt.
- B. Notice shall be given as required in **RSA 676:4, I(d)**. For any public hearing on the application, the same notice as required for notice of submission of the application shall be given. If notice of public hearing has been included in the notice of submission or any prior notice, additional notice of that hearing is not required nor shall additional notice be required of an adjourned session of a hearing with proper notice if the date, time, and place of the adjourned session was made known at the prior hearing.
- C. As required in 676:4, 1 (c): The Board shall decline to accept any application which is not complete.
- D. Additional Submittals: Additional information, updated plans, and any other material submitted by the applicant, or any other party with standing, shall provide materials to the Planning & Building office no later than 15 days prior to the meeting at which they will be discussed/considered.

ARTICLE 7. FORMS

All forms prescribed herein, and revisions thereof shall be adopted by resolution of the Board and shall become part of these Rules of Procedure.

ARTICLE 8. FEES

The fees payable for each application by the applicant are as follows:

- A. Site Plan Review Application Fees:
 - 1. Preliminary Conceptual Consultation: \$100.00 application fee.
 - 2. Design Review: \$300.00 application fee plus Notice Costs.
 - 3. Minor Site Plan Review: \$200.00 application fee for each 1,000 square feet of building construction with a minimum of \$200.00 plus Notice Costs.
 - 4. Major Site Plan Review: \$350.00 application fee for each 1,000 square feet of building construction with a minimum of \$350.00 plus Notice Costs.

5. Site Plan Amendment: \$200.00 application fee for each 1,000 square feet of building construction with a minimum of \$200.00 plus Notice Costs.
- B. Subdivision Application Fees:
1. Preliminary Conceptual Consultation: \$100.00 application fee.
 2. Design Review: \$300.00 application fee plus Notice Costs.
 3. Minor Subdivisions:
 - a. \$200.00 application fee for the first lot, plus \$200.00 for each lot or unit thereafter plus Notice Costs.
 - b. LCHIP (\$25, or as revised, payable to the Rockingham County Registry of Deeds.).
 - c. Exact Recording Fees (Payable to the Rockingham County Registry of Deeds.).
 4. Major Subdivisions
 - a. \$500.00 application fee for the first lot, plus \$150.00 for each lot or unit thereafter plus Notice Costs.
 - b. LCHIP (\$25, or as revised, payable to the Rockingham County Registry of Deeds.).
 - c. Exact Recording Fees (Payable to the Rockingham County Registry of Deeds.).
 5. Lot Line Revision:
 - a. \$150.00 application fee plus Notice Costs.
 - b. LCHIP (\$25, or as revised, payable to the Rockingham County Registry of Deeds.).
 - c. Exact Recording Fees (Payable to the Rockingham County Registry of Deeds.).
- C. Voluntary Merger: \$25 application fee per merger.
- a. Includes certified mailing fee to and return postage from Rockingham County Registry of Deeds for recording.
 - b. Additional exact Recording Fees (Payable to the Rockingham County Registry of Deeds.).
- D. Conditional Use Permit: \$250.00 application fee plus Notice Costs.
- E. Residential Open Space Cluster Development Conditional Use Permit: \$1000.00 application fee plus Notice Costs.
- F. Route 33 Legacy Highway Heritage District application:
1. \$50 for an existing residential or agricultural application.
 2. \$150 for a new residential application plus \$100 per new housing unit.
 3. \$150 for a minor commercial/mixed-use application where no more than 1,500 square feet of additional interior space is proposed.
 4. \$150 plus \$100 per 1,000 square feet for a major commercial/mixed-use application where more than 1,500 square feet of additional interior space is proposed.
 5. The Route 33 Heritage District application fee shall not exceed \$450.
- G. Special Event Permit: A fee of \$25 (for a single event) or \$50 (for two to four events).
- H. Notice Costs: \$50.00 plus \$10.00 per property owner, applicant, abutter (as defined in **RSA 672:3**), and each agent/attorney/consultant/interested party entitled to notice under New Hampshire Law, for

the costs of all notice requirements including the cost of postage for certified mail, reproduction costs, and any publication and/or posting costs.

- I. **Special Investigative Costs:** The Planning Board may require the applicant to pay reasonable costs of special investigative studies, which may be necessary for the Planning Board to evaluate properly the impact of a proposed subdivision.
- J. **Rockingham County Recording Costs:** The applicant shall prepare a check payable to the Rockingham County Registry of Deeds for submission to Rockingham County after the subdivision has been approved. The amount shall be determined by Rockingham County at the time of submission and a \$25 fee shall be charged by the Town for transportation costs for every trip to the Registry of Deeds. Check and mylar shall be submitted to the Planning Department. It will be the responsibility of the Town to record all approved plans.
- K. **Municipal Review Costs:** The Board will require the applicant to reimburse the Town for the cost of having duly appointed agents of the municipality review a submitted plan. Such costs may be encountered in the following instances:
 - i. Witnessing of test pits by an agent designated by the Planning Board.
 - ii. Review of roadway design, drainage and stormwater management, and erosion and sediment control plans by an agent appointed by the Planning Board.
 - iii. Periodic construction inspections and/or tests.
- H. The applicant shall pay for all additional fees for public notice and certified mail resulting from the following:
 - 1. A rehearing being granted on an application, regardless of who requests the rehearing, and/or
 - 2. Any other hearing on the application which requires additional public notice because of an appeal to the superior court or any other intervening litigation, or for any other reason.
- I. Failure of the applicant to pay for all additional fees for public notice and certified mail required in Article VIII shall result in the Board taking whatever action, including but not limited to revocation of the approval, as it deems just and reasonable under the circumstances.
- J. If the need for additional public notice is entirely due to the fault of the Board, the Board shall pay for the additional notice.
- K. If the Select Board is seeking the rehearing or is otherwise primarily responsible for the requirement for additional fees for public notice or otherwise, then the town, and not the applicant, shall pay for all such notice fees.

ARTICLE 9. NOTICE

For any meeting on any application for which notice is required, pursuant to **RSA 676:4 I (d)**, the Board shall notify the applicant; abutters (as defined in **RSA 672:3** as amended); professionals whose seals appear on the plat; and holders of restrictions under **RSA 477:45** by certified mail at least ten (10) days

prior to the meeting and on Town's website, posting in two (2) public spaces. The notice shall include a general description of the proposal and shall identify the applicant and the location of the land.

The Board may combine notice of submission and public hearing on a particular application in one notice.

ARTICLE 10. PUBLIC HEARINGS

The conduct of public hearings shall be governed by the following rules:

- A. The Chair shall call the hearing in session and shall read the application summary, report on the manner in which public and abutter notice was given, identify the applicant or agent, and ask for the Director of Planning & Building's report on the proposal.
- B. The Board shall vote on the determination of application completeness.
- C. If the application is determined to be complete by the Board, the Chair shall allow the applicant to present the application.
- D. Members of the Board may ask questions at any point during the presentation.
- E. Any party to the matter who desires to ask a question of another party must go through the Chair.
- F. The applicant or agent shall be called to present the proposal.
- G. The Chair shall ask for public comment.
- H. The Chair shall recognize alternately those in favor and opposed to the application to speak. At the Chair's discretion, prior to a person speaking for a second time, all individuals who may wish to speak for a first time shall be recognized.
- I. Any applicant, agent, abutter or person with a direct interest in the matter may testify in person or in writing. Other persons may testify as permitted by the Board at each hearing.
- J. Each person who speaks shall be required to state her/his name and address and indicate whether s/he is a party to the matter or an agent or counsel to a party to the matter.
- K. Other parties such as representatives of town departments and other town boards and commissions who have an interest in the proposal shall be allowed to present their comments in person or in writing anytime during the Board's consideration of any application.
- L. To allow for the orderly function of the Board, the Chair may move that a time limit be set on individual speakers or when all debate shall end. Any motion to limit debate shall require a majority vote of the Board. The Board shall use the goal of ensuring that all who wish to be heard on an application are able to speak before the Board as their guide in determining to limit any debate.
- M. When it has been determined that all individuals have spoken, the applicant or their agent may be asked to give a closing statement.
- N. Comments during a public hearing shall be addressed only to the Planning Board concerning the pending application. An applicant may rebut or address comments at the conclusion of the public comments.
- O. The Chair shall indicate when the Board is no longer taking public comment and whether the hearing is closed or continued pending submission of additional material or information or the correction of noted deficiencies. There shall be no public comment once the public hearing is closed.

P. In the case of adjournment, additional notice is not required if the date, time, and place of the continuation are made known at the continuance.

Q. Continuations of Public Hearings:

1. A public hearing may be continued for any of the following reasons:
 - a. Upon written request of the applicant (if prior to a hearing) or upon oral request at the time of the hearing.
 - b. Planning Board meetings will end no later than 10:00 p.m. Any items remaining on the agenda will be heard first at the next scheduled meeting.
 - c. Upon the Board resolving that additional information or evidence is necessary, or for any other good cause (this includes site walk necessary).
2. Fees upon continuance: The Board will not levy fees for additional notice if, during the hearing, the matter is continued to a specific date and time.
3. Membership upon continuation of a hearing: In the event that a hearing is continued, all members and alternates shall use their best efforts to be present at the subsequent hearing. If a different member or alternate must sit in a subsequent hearing, then such different member or alternate shall review the file, all minutes taken to date, and view the subject site (if needed).
4. Alternate's status upon continuation of hearing: In the event that an alternate sits on a case and the case is continued, the alternate shall sit on all subsequent proceedings until the final decision is rendered on that case, even if a regular member becomes available, unless the alternate member must step down for other reasons.

R. Site Walk Necessary: Whenever a majority of board members believe it would be helpful, a site walk of the subject property shall be scheduled. The site walk shall be conducted at such other time as the Board shall agree. The time, date, and place of the site walk shall be given as part of the public notice for the application, appeal, or action. Board members intending to sit on the Board during the determination of a particular case are strongly encouraged to attend the site walk.

During the site walk, the applicant shall identify key aspects of the property that the applicant deems important for consideration by the Board. The site walk is not the appropriate venue for taking testimony, and the Chairperson should restrict any attempts by persons to testify during the site walk. The Chairperson should direct all such persons to attend the public hearing to offer testimony at the appropriate time.

S. When it has been determined that all individuals who may wish to speak or provide testimony have spoken, the Chair shall indicate whether the hearing is closed or adjourned pending the submission of additional material or information or the correction of noted deficiencies. In the case of an adjournment, additional notice is not required if the date, time, and place of the continuation is made known at the adjournment. If a hearing is closed, the Board may move to final deliberations or continue the application to a future date for action without further public input or comment.

T. As needed, "Compliance Public Hearings" may be required pursuant **RSA 676:4, I(i)** in relation to "conditional approvals". See Article 11 below.

ARTICLE 11. DECISIONS

The Board shall act to approve, conditionally approve, or disapprove an application within 65 days of the date of acceptance of a completed application, subject to extension or waiver as provided in **RSA 676:4**.

The Board shall issue a final written decision which either approves or disapproves an application for a local permit and make a copy of the decision available to the applicant. The decision shall include specific written findings of fact that support the decision., in accordance with **RSA 677:5** or **RSA 677:15**. If the application is not approved, the board shall provide the applicant with written reasons for the disapproval. If the application is approved with conditions, the board shall include in the written decision a detailed description of all conditions necessary to obtain final approval.

The Board's written decision containing the reasons therefor and all conditions of approval, shall be placed on file in the Planning & Building Department Office and shall be made available for public inspection within 5 business days of such vote as required in **RSA 676:3**.

If an application is approved subject to conditions, the decision will state which conditions, if any, must be satisfied to obtain final approval of the application ("conditions precedent"), and which conditions need not be satisfied prior to final approval ("conditions subsequent").

As provided in **RSA 676:4, I(i)**, if an approval is subject to conditions precedent, the approval will become final upon certification by the Director of Planning and Building or other authorized official or upon evidence of satisfactory completion submitted by the applicant, but **only** if such conditions are (1) minor plan changes imposed by the board or staff, compliance with which is administrative and does not involve discretionary judgment by the board; (2) conditions that are themselves administrative and involve no discretionary judgment on the part of the board; or (3) conditions with regard to permits or approvals granted by other boards or agencies, including state and federal permits.

For any conditions precedent other than those described in the preceding paragraph, a further public hearing will be required to determine whether the conditions have been satisfied, with notice to the applicant, abutters, and others as provided in Article 9. The board will state in its decision which conditions, if any, will require a further public hearing.

ARTICLE 12. RECORDS

- A. The records of the Board shall be kept in the Stratham's Department of Planning & Building and shall be made available for public inspection at that office as required by **RSA 91-A:4**.
- B. Minutes of the meeting, including the names of Board members, persons appearing before the Board, and a brief description of the subject matter, shall be open to public inspection within five (5) business days after the meeting as required in **RSA 91-A:2, II**.
- C. Motions shall be recorded as made, noting the motion maker, second, discussion, if any, and the vote.

ARTICLE 13. JOINT MEETINGS AND HEARINGS

- A. The Planning Board may hold joint meetings and hearings with other “land use boards,” including the Zoning Board of Adjustment, and the Building Inspector. Each board shall have discretion whether or not to hold such joint meeting or hearing (**RSA 676:2**).
- B. Joint business meetings with another local land use board may be held at any time when called jointly by Chair of the two boards.
- C. A joint public hearing must be a formal public hearing when the subject matter of the hearing is within the responsibilities of the boards convened.
- D. Site Walk meetings, other than the observations of the site, no evidence shall be taken and there shall be no discussion of the evidence or any deliberations. The Board shall refrain from making decisions, any comments, motions, or directions to an application at the site walk. Any decisions, any comments, motions, or directions to an application shall be made at the next public hearing.
- E. The Planning Board Chair shall chair all joint meetings and public hearings when the subject matter involves the Planning Board.
- F. The rules of procedure for joint meetings and hearings, the subject matter of which involves the Planning Board, shall be the same as these rules of procedure except that the order of business shall be as follows:
 - 1. Call to order by Chair.
 - 2. Introduction of members of both Boards by Chair.
 - 3. Explanation of reason for joint meeting/hearing by Chair.
 - 4. In the case of a public hearing relative to a requested permit or an application for a plat approval, or both, the applicant shall be called to present his/her proposal, and the public allowed to provide comment.
 - 5. Adjournment.
- G. Each Board involved in a joint public hearing makes its own decision, based on criteria for the particular matter.

ARTICLE 14. WAIVERS

Any portion of these rules of procedure may be waived in such cases where, in the opinion of the board, strict conformity would pose a practical difficulty to the applicant, and a waiver would not be contrary to the spirit and intent of the rules.

ARTICLE 15. AMENDMENT

The Planning Board’s Rules of Procedure may be amended by a majority vote of its members. Rules of procedure shall be adopted at a regular meeting of the Board and shall be placed on file with the Town Clerk for public inspection (**RSA 676:1**).



STRATHAM POLICE DEPARTMENT

Anthony J. King – Chief of Police

76 Portsmouth Avenue, Stratham, NH 03885
(603) 778-9691 – FAX (603) 778-6183

To: Stratham Select Board
From: Chief Anthony King
Subject: FY26 MDT E-Crash Equipment Grant
Date: February 12, 2026

Dear Board Members,

In October 2025 the Select Board, in majority vote, had previously accepted the terms of the Highway Safety Grant Agreement in the amount of \$11,000 and had also previously accepted the terms of the 1st Grant Agreement Amendment Notice in the amount of \$4,800 for an adjusted total grant limitation of \$15,800.00, and now we are asking the Select Board to allow us to amend the grant terms of the MDT's ONLY Equipment as presenting in the 2nd Grant Agreement Amendment Notice in the amount of \$15, 907.78 for an adjusted total grant limitation of \$31, 707.78.

Period: This is for the federal fiscal year 2026. All equipment *must* be invoiced by *May 31st*, installed and in use by *July 1st*, and reimbursement *must* be submitted no later than *July 15th*.

Total MDT ONLY Grant Amount we would be requesting: Total cost of 3 MDT with docking station is \$22,434.72. The NH Office of Highway Safety cost sharing is \$15,907.78 and the PD Match amount is \$6,526.94 for a grand total of \$22,434.72.

Match: There is a minimum 20 % local cash match (cost share) requirement, NH OHS shall reimburse 80% of any approved estimate for the following MDT equipment. As with the past highway grants, I request the match funds come from the **Golf Donation** fund line item.

Process for reimbursement: This grant is submitted and tracked through the NH Office of Highway Safety. Upon Select Board approval SPD will send the “draft” minutes noting approval of the request to NH Office of Highway Safety. Who will then in turn review the information and forward it to the Attorney General Office for review and consideration of approval. If approved by the Attorney General, NH Office of Highway Safety will respond to us with approval. Then, after the March

Town Meeting, where funds are allocated, SPD will purchase the equipment and follow the timeline and due dates outlined by NH Office of Highway Safety for reporting and reimbursement.

Requirement from Board: Stratham Police Department is requesting the Select Board's approval to move forward with this grant application with the understanding that there is a monetary commitment of the town.

A motion is needed: *Sample verbiage provided by NH Office of Highway Safety in the packet or:* To accept the terms of the FY26 MDT E-Crash equipment grant as presented in the amount of \$22,434.72 & the match of 20% at \$6,526.94. The Select Board is to further authorize the Town Administrator or Finance Director to sign all documents related to the grant on behalf of the Select Board.

Thank you for your consideration and if you have any questions or concerns, please do not hesitate to reach out at any time.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Anthony King".

Anthony King

Chief of Police

STRATHAM PD FFY26 MDT's ONLY GRANT AGREEMENT AMENDMENT NOTICE - IMMEDIATE ACTION NEEDED!

From DOS: Highway Safety Mailbox <HWYSAFETYMAIL@dos.nh.gov>

Date Thu 2/12/2026 8:28 AM

To Anthony King <aking@strathampd.org>; Jenn Schaaff <jschaaff@strathampd.org>; David Pierce <DPierce@strathampd.org>

Cc Clegg, John <John.A.Clegg@DOS.NH.GOV>

4 attachments (4 MB)

Grant Agreement Signature requirements.pdf; Grant and Amendment Guidance Language 051225.pdf; STRATHAM PD FFY26 MDT's ONLY EQUIPMENT APPLICATION W edits and locked 021126.pdf; STRATHAM PD FFY26 MDT's ONLY EQUIPMENT APPLICATION W edits and locked 021126.xlsm;

New AG verbiage needed: ** Please include in minutes*

The Select Board, in a majority vote, had previously accepted the terms of the Highway Safety Grant Agreement in the amount of \$11,000.00 and had also previously accepted the terms of the 1st Grant Agreement Amendment Notice in the amount of \$4,800.00 for an adjusted total grant limitation of \$15,800.00, and now the Select Board, in a majority vote, is accepting the amended grant terms of the MDT's ONLY Equipment as presented in the 2nd Grant Agreement Amendment Notice in the amount of \$15,907.78 for an adjusted total grant limitation of \$31,707.78.

Greetings,

We are pleased to be sending out your **MDT's ONLY** Highway Safety Grant Agreement Amendment Notice for FFY26 that you will find attached in PDF format. This Grant Agreement Amendment comes with fillable fields and allows for electronic signatures. We require electronic signatures to be date and time stamped, in order to be accepted. However, if your agency's internal processes requires hand signatures, please print the contract out to facilitate that. Please note, at this time you are not required to have a Notary or Justice of the Peace sign off on the grant agreement, but if one is available please have the grant agreement notarized.

Also attached is the approved **MDT's ONLY** equipment applications for your records.

Please review the grant agreement amendment in its entirety to verify all information is correct, sign and return it back to us for final approval by Commissioner Quinn, or Designee. Once Commissioner Quinn, or Designee has signed the grant agreement amendment, we will scan the complete package and email it to the AG's office for their final approval signature.

You will need to execute each action item indicated below. Please note that all incomplete contracts will be returned to you. More importantly, **PLEASE DO NOT BEGIN YOUR PROJECTS or PURCHASE ANY EQUIPMENT** until you have received your signed final AG approved grant agreement amendment with effective date.

Action items to be completed on your Office of Highway Safety Grant Agreement Amendment for FFY2026;

1. First page review information and provide subrecipient signatures needed. A signature is required in Section 1.11 and then the name and title of the signer in Section 1.12, such as the Chairman of Selectmen, Town/City Manager, Mayor, County Commissioners, or whomever has legal authority to enter into a grant agreement amendment. *Please see attached PDF document outlining as to whom is approved to sign the grant agreement amendment.*
2. Review each Scope of Work page within Exhibit B, related to each of your awarded projects. The same authorized subrecipients as page 1 are required to initial and date at the bottom of each respective page where indicated.

Golf found

There may be missing page numbers in this section where we removed certain scopes of work that were not required based on your invite application.

3. We will need a Copy of the draft Town/City/County Meeting Minutes or Certificate of Vote showing all required parties voted with signature approval from all or the Town Manager, Chairman of the Board of Selectmen, County Commissioners, accepting this grant agreement amendment and showing the amount of the grant agreement amendment being awarded. Please see attached pdf document labeled Grant and Amendment Guidance Language for verbiage required in Meeting Minutes/Certificate of Vote. ***Note: Incorrect or missing required verbiage in the meeting minutes could result in a prolonged final approval.**

Again, due to the ability to accept electronic signatures, **we no longer require a hard copy to be mailed to our office.** So once all the above-required action items are completed, please email your contract to HWYSAFETYMAIL@DOS.NH.GOV

If you have any questions regarding this or need assistance, please feel free to contact either one of us directly.

Regards,
James and Stephen



THINK & DRIVE
603



#GetHomeSafely
#CrashNotAccident
#ThinkandDrive603

James Gilbert
Highway Safety Field Rep
New Hampshire Department of Safety
33 Hazen Drive Room 208
Concord, NH 03305
Office: 603-271-2131
Direct: 603-271-2021
Email: James.M.Gilbert@dos.nh.gov

Stephen Fisher
Highway Safety Field Rep
New Hampshire Department of Safety
33 Hazen Drive Room 208
Concord, NH 03305
Office: 603-271-2131
Direct: 603-271-6708
Email: Stephen.C.Fisher@dos.nh.gov

Highway Safety Public Survey: <https://www.surveymonkey.com/r/OHS-FLIER>
Highway Safety Media Toolbox: <https://www.trafficsafetymarketing.gov/>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify me by telephone at (603) 271-2131.

Guidance for Meeting Minutes

Please use language similar to this when documenting meeting minutes accepting the grant

For grant acceptance (no amendment):

"The Select Board, in a majority vote, accepted the terms of the Highway Safety Grant as presented in the amount of \$XXXXXX."

For grant acceptance (with amendment):

"The Select Board, in a majority vote, accepted the terms of the Highway Safety Grant as presented in the amount of \$XXXXXX and the amended grant terms as presented in the Grant Agreement Amendment Notice for an adjusted total grant limitation of \$XXXXXX."

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *"(name and/or title/position) is authorized to sign all documents related to the grant".*



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Eddie Edwards, Assistant Commissioner
Steven R. Lavoie, Assistant Commissioner

Office of Highway Safety
John A. Clegg, Program Manager



GRANT AGREEMENT AMENDMENT NOTICE

Attn: Chief Anthony King
Stratham Police Department
76 Portsmouth Ave
Stratham, NH 03885

Date: 02/11/2026
Grant Agreement Title/Number: STRATHAM PD HIGHWAY SAFETY GRANT 26-176

The NH Office of Highway Safety is amending your FFY26 original award amount from \$15,800.00 to \$31,707.78

Upon your acceptance of this amendment, it shall be attached to and made a part of your department's current Federal Fiscal Year's grant agreement. Please refer to your Grant Agreement and Scopes of Work for any requirements, which will also apply to this amendment.

Adjustments:

Table with 3 columns: Additional Project & Funds Awarded, Adjustment, Match Requirement. Rows include items like Laptop/Tablet/Operating System/Internal GPS and Docking Station/Charger/Mounting Hardware/Stand/Antenna/External Keyboard- for Tablet Only, with a Total row at the bottom.

Comments: Scope of Work Attached

Signature and Title of Subrecipient 1 Date Signature and Title of Subrecipient 2 Date

Signature and Title of Subrecipient 3 Date

Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person(s) identified above, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) signed above, and acknowledged that he/she executed this document in the capacity indicated above.

Name, Title & Signature of Notary Public or Justice of the Peace

Robert L. Quinn, Commissioner, or Designee Date
NH Department of Safety

Approval by Attorney General (Form, Substance and Execution) (if G & C approval required By: _____
Assistant Attorney General, On: _____

Scope of Work

E-Crash Equipment

NOTE: All equipment that is \$10,000.00 or more individually must meet the "BUY AMERICA" requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

NOTE: Agencies shall follow all internal standard operating procedures in obtaining vendor quotes prior to submission of the OHS equipment grant application. Once a quote and vendor have been agency approved and submitted to the OHS, quotes/vendors shall not be changed.

NOTE: All equipment must be purchased and invoiced by May 31st. Equipment Reimbursements must be submitted no later than July 15th. *Purchased equipment must be installed and in use by July 1st for utilization in quarter 4.

***Attorney General Final written approval must be given prior to purchase of equipment.**

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

Printer, External Bar Code Scanner, External USB GPS Receiver Equipment, Hardware Firewall, CAD-RMS Software.

- A reimbursable **product** includes the following six items: - OHS will reimburse @ 100% for each awarded:
 - Compatible Printer w/Mobile Adapter Kit/Printer Mount and Adapter Plate
 - Compatible External Bar Code Scanner
 - Compatible External USB GPS Receiver
 - One roll of paper per printer
 - Hardware Firewall
 - CAD-RMS Software

- Only cruisers that are **primarily (used more than 50% of the time for enforcement efforts)** used for traffic enforcement, Electronic Crash Reporting, and must have and continue connectivity to the J-One state system, will be considered eligible for this E-Crash equipment grant.
- Law Enforcement agencies who want to participate in this program are expected to begin submitting electronic MMUCC5 crash reports to the Division of Motor Vehicles as soon as possible, but prior to receiving and installing this equipment.

Mobile Data Terminal Equipment with Internal GPS and/or Scanner

- A reimbursable **product** includes the following two items:
 - X**Laptop/Tablet - OHS will reimburse @ 80% for each awarded.
 - X**Docking Station/Mounting Hardware/Cords/Stands/Antenna/External Keyboard-for Tablet Only/Shipping - OHS will reimburse @ 80% for each awarded.
- Only cruisers that are **primarily (used more than 50% of the time for enforcement efforts)** used for traffic enforcement, Electronic Crash Reporting, and must have and continue connectivity to the J-One state system, will be considered eligible for this E-Crash equipment grant.
- Law Enforcement agencies who want to participate in this program are expected to begin submitting electronic MMUCC5 crash reports to the Division of Motor Vehicles as soon as possible, but prior to receiving and installing this equipment.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

ENTER INFORMATION IN BLUE FIELDS BELOW



NEW HAMPSHIRE OFFICE OF HIGHWAY SAFETY
EQUIPMENT GRANT APPLICATION



EMAIL COMPLETED APPLICATION TO:

j1support@dos.nh.gov

FFY26

26-176

MOBILE DATA TERMINAL

Agency Name	Stratham Police Department			
Agency Address	76 Portsmouth Ave Stratham, NH 03885			
Police Chief's Name	Anthony King			
Police Chief's E-Mail	aking@strathamdpd.org			
Grant Point of Contact	Jenn Schaaff			
Grant Contact Phone	603.778.9691			
Grant Contact Email	jschaaff@strathamdpd.org			
UEI Number & SAMS Exp. date	H95KLG5PNJ3	JULY	21	2026

Is your agency planning for electronic submission of motor vehicle citations?	YES
Does your agency intend to submit electronic criminal complaints to the NH Courts?	YES
Does your agency intend to electronically submit crash reports?	YES
Does your agency have the necessary IPSECC/VPN connectivity to send and receive J-One messaging with the State of NH Records Management System?	YES
Does your agency own licenses for CAD/RMS?	NO
Does your agency have its own "SWITCH"?	NO
Is your agency connected to some other agencies system? If "YES" enter system owner below	YES
Rockingham County dispatch	
What brand of CAD/RMS system does your agency use?	CAD Central Square
Will this grant be used to replace current equipment?	NO
If "YES" was the equipment purchased with any federal funds?	NO
JANUARY	20 2026
J-ONE RECEIVED DATE	
JANUARY	14 2026

	2022	2023	2024
Total Number of Traffic Summons ----->	223	167	229
How many cruisers does your agency currently have that are used more than 50% for traffic enforcement?	8		
Of those cruisers that are used for traffic enforcement, how many are equipped with Mobile Data Terminals?	8		
How many cruisers would this equipment be installed in?	3		
Please provide a short narrative below about how this equipment will assist your agency in achieving its highway safety goals. Also if you are receiving any other Federal grants please note them.			
The Stratham Police Department would like to purchase 3 ruggedized Getac computers (tablets) equipped with the latest technology which will allow the new Pro Suite program to be utilized to its fullest extent and allo SPTS in our patrol units. The Getac computers we are currently running are at the end of their life.			
J-ONE APPROVED		J-ONE EXPORTED TO OHS DATE	
YES		JANUARY	20 2026

ENTER INFORMATION IN BLUE FIELDS

MOBILE DATA TERMINAL (MDT) BUDGET INFORMATION

IMPORTANT REQUIREMENTS

Your agency shall only use a vendor that has developed software to connect to the state system. Your agency must also have the necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash/eCitation information using this equipment.

Below is the required MDT equipment that can be used to support the e-crash/e-citation program:

- Laptop/Tablet/Operating System/Internal GPS (Cellular Modem)/Internal Bar Code Scanner. *OHS will reimburse 80% of the cost per laptop/tablet.*
- Docking Station/Charger/Mounting Hardware/Stand/Antenna/External Keyboard-for Tablet Only/Shipping. *OHS will reimburse 80% of the cost per Docking Station/Charger/Mounting Hardware/Stand/Antenna/External Keyboard-for Tablet Only/Shipping.*

Use the interactive table below to enter your desired items and their costs. The Total Cost & NHOHS Share will automatically be calculated.

MDT EQUIPMENT TYPE	Number of Each	Cost per Item	Total Cost	NHOHS Share
Laptop/Tablet/Operating System/Internal GPS (Cellular Modem)/Internal Bar Code Scanner	3	4,120.00	12,360.00	9,888.00
Docking Station/Charger/Mounting Hardware/Stand/Antenna/External Keyboard-for Tablet Only/Shipping	3	2,508.24	7,524.72	6,019.78
TOTALS			19,884.72	15,907.78

MATCH

NHOHS will only reimburse 80% for laptop/tablet/Docking Station/Mounting Hardware/Stand/Antenna/External Keyboard-for Tablet Only/Shipping, therefore the departments 20% overage of difference is considered hard match and is payment of the costs not covered by NHOHS. Match is the non-federal share of costs that the grantee is required to contribute to accomplish the purposes of the grant". For E-crash your match must be a soft match of 25% of the total grant amount requested. Any items/services you use towards match must not have been paid for using any federal funds.

MDT EQUIPMENT TYPE	Quantity	PD Match
Laptop/Tablet/Operating System/Internal GPS (Cellular Modem)/Internal Bar Code Scanner	3	\$2,472.00
Docking Station/Charger/Mounting Hardware/Stand/Antenna/External Keyboard-for Tablet Only/Shipping	3	\$1,504.94
Installation	3	\$2,550.00
TOTAL MATCH		\$6,526.94
TOTAL QUOTE		\$22,434.72

***Please email a PDF copy of the actual full quote from your approved vendor with your saved excel application.**

Date: 2/9/25
 Customer: Stratford NH Police Department
 Contact: LT Dave Pierce
 Phone:

Ryan Garofano
 401-741-8361
 rgarofa@northeastmdt.com



QTY	NE MDT Part Number	Category	Description	Extended
3	14743082	LTE	A110G2 Sector Specific 5G-U - Intel Ultra 5 125U, W/ Webcam, Microsoft Windows 11 Pro 64 with 16GB RAM, 512GB PCIe SSD, Sunlight Readable (Full HD LCD + Touchscreen + Stylus), US Power Cord, 8M Rear Camera, WiFi + BT + GPS / Glonass + 4G LTE (EM7511) + Passthrough, Hard Handle, LAN, Smart Card reader, Thunderbolt 4 x 2, 3 Year Warranty B2B	\$4,120.00 \$12,360.00
Total: Price Base Configuration				\$12,360.00

ACCESSORIES & ADDITIONAL SERVICES

QTY	NE MDT Part Number	Category	Description	Extended
3	4686766	Charger	GETAC: Getac 11-16V, 22.32V DC Vehicle adapter / Charger (120W for Docking Station)	\$109.99 \$329.97
3	6251780	Havis Charge Guard	Havis Charge Guard: CG-X	\$101.97 \$305.91
3	4869688	Dock	Havis Triple Pass Through Vehicle Dock	\$1,069.00 \$3,207.00
3	500-0001	Hint Mount: TM-5502UD8 UNIB-E	Tablet and Keyboard Mount with Two Telescopic Posts, 12" Tablet Post with G.R.I.P. Tilt/Swivel and Single Arm with Universal Display Bracket with VESA 75, VESA 100 & 2X4 Patterns (UD8-01), 10" Keyboard Post with G.R.I.P. Tilt/Swivel and Double Arm with Triple Pivot and Adjustable Tray for 12" Keyboard, Telescopic Mid Section with the Next Generation Under the Seat UNIBASE EVOLUTION (See list of vehicles)	\$755.00 \$2,265.00
3	15272145	5G Antenna	Dual Cellular 5G Roof Antenna	\$177.28 \$531.84
3	9047313	Keyd - Hard key	Description 83 Key, Backlit, Hard Key, Touchpad, USB, Two Cables, US	\$295.00 \$885.00
3	Install	Install	Installation of Antenna	\$200.00 \$600.00
3	Install	Install	Installation of Computer	\$650.00 \$1,950.00
Discount	0.00%		Total Discounted Price Accessories	\$10,074.72

\$22,434.72

New Hampshire Local Government Center

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Town Managers vs. Town Administrators: What's the Difference?

It would be hard to imagine any board of selectmen that could operate efficiently and effectively without the assistance of capable administrators and office staff. Selectmen are called upon to make many important decisions as they "manage the prudential affairs" of the town, and to do so, they often turn to town managers and town administrators to assist them.

Q: Is there a difference between having a town manager or a town administrator working for the town?

A: Yes, and it's a pretty significant difference. A town manager has the power and duties that are outlined in [RSA Chapter 37](#), while a town administrator (or administrative assistant, business manager or other similar titles) has no similar statutory authority, but instead works under the direct supervision of the board of selectmen, which retains all of its statutory authority.

Q: Who decides whether the town will have a town manager?

A: The legislative body. In order to have a town manager, the voters must adopt the provisions of [RSA Chapter 37](#) at an annual meeting. The question must be included on the warrant upon the written application of 10 or more voters, or one-sixth of the voters in town, [RSA 37:12](#). The selectmen may place the question on the warrant as well. The question must be placed on the official ballot to be voted on simultaneously with the balloting for town officers. Without a vote at town meeting, following the procedures set out in the statute, the town may not operate under the town manager form of government. [RSA 37:15](#). If there is no authority for a town manager, the selectmen remain the executive, managerial and administrative body that carries out the votes enacted at town meeting.

Q: If there is no provision for a town manager, can the selectmen hire a town administrator?

A: Yes, subject to budgetary considerations, the selectmen may hire a town administrator, administrative assistant or other staff they deem necessary to assist them in running the everyday business of the town. The legislative body has the option to create any elected or appointed officials it deems necessary to perform the work of the town. [RSA 41:2](#). They may vote to create the position of town administrator, administrative assistant, or other positions, to assist the selectmen in the management of the town. Often, town meeting delegates the tasks of supervising the work performance and job descriptions of these various positions to the selectmen.

Q: Do the selectmen lose some of their authority under a town manager form of government?

A: Yes. This is an important distinction between the town manager position and the town administrator position. By adopting the town manager form of government, the legislative body is placing some of the authority that would otherwise be held by the selectmen into the hands of a non-elected official. While the town manager is subject to the direction and supervision of the selectmen, he or she assumes several important duties when appointed. For example, the town manager becomes the administrative head of all town departments and has the authority to hire and fire employees under his or her control and to set their salary. The town manager also has the authority to approve the payment of bills incurred by the departments under his or her supervision. See [RSA 37:6](#) for a complete list of the powers and duties of a town manager.

The town administrator does not have these statutory powers and duties.

Q: Is there any difference between the town manager and the town administrator in the area of hiring and termination?

A: Yes. The statutes require that the town manager be selected by the selectmen "with special reference to his education, training, and experience to perform the duties of his office [.]". As discussed earlier, there is no statutory provision for a town administrator, or other administrative positions, so the selectmen may hire personnel with whatever qualifications they feel necessary. They may hire a person with no experience at all and allow the person to "learn on the job." This is not the case with the town manager position, who must be selected based on experience and training to perform the job. In the case of termination, a town manager may be removed by the selectman at any time "for cause." This is in contrast to a town administrator, who is an employee "at will" and who may be removed without notice or cause. An important caveat: while New Hampshire is an "at will" state, employment contracts and personnel policies often contain provisions that require the employer to take certain steps before terminating an employee. Additionally, there may be statutory requirements that must be followed before action may be taken against some positions, for example, police officers, some fire department staff and library staff. Before taking any employment action, review the town's policies and contact the town's attorney.

Q: Can an official ballot referendum (SB 2) town have a town manager?

A: Yes. Either a traditional town meeting town or an official ballot referendum (SB 2) town may adopt the provision of RSA Chapter 37 and operate as a town manager form of government. The provisions of RSA Chapter 37 apply to towns (unless it is a town council town, in which case it is a council-manager form of government that is adopted as part of the town's charter) and village districts or precincts. However, it does not apply to cities or school districts.

Q: What happens if there is a vacancy?

A: If there is a vacancy in the office of town manager, the selectmen must fill the position as soon as practical. While they search for a qualified replacement, they may appoint a person to fill the position on a temporary basis. RSA 37:8. If there is a vacancy in the town administrator position, the position may or may not be filled, as the selectmen deem appropriate and in accordance with the town's personnel policies, if any.

Q: Can the legislative body decide to elect the town manager or town administrator?

A: A town manager cannot be elected because the statute provides that the selectmen make the appointment. RSA 37:2. A town administrator may be appointed or elected pursuant to RSA 669:17, IX which allows for the election of any other officers the town may judge necessary for managing its affairs. The most common way to fill the position of town administrator is by appointment by the selectmen.

Q: Can a town manager or a town administrator serve on the budget committee?

A: A town manager may not serve as a member-at-large of the budget committee in the town he or she serves, but may serve as the alternate for the ex-officio member representing the governing body, if so designated. RSA 32:15, I (b) & V. A town administrator is similarly precluded from serving as a member-at-large on the budget committee if he or she is a full-time employee or a part-time department head. Like the town manager, the town administrator could serve as the alternate for the ex-officio member representing the governing body. When serving as an alternate, the person so designated has the same authority as the regular member.

Q: Can a town vote to discontinue the town manager form of government?

A: Yes. The legislative body may vote to discontinue the town manager form of government in the same manner that it adopted it. The question must be placed on the warrant and voted on in the same way as balloting for town officers. If the voters decide to discontinue the town manager form of government, the revocation will become effective on the second Tuesday in April following the vote. RSA 37:15.

June 2006, *Town and City*

PO Box 617 • Concord, NH 03301 • 603.224.7447

**Memorandum of Understanding between
Stratham Parks and Recreation Department & Exeter Area Chamber of Commerce**

February 12, 2026

Preamble: The Stratham Parks and Recreation Department (SPR) and the Exeter Area Chamber of Commerce (EACC) wish to continue their partnership agreement (AGREEMENT) to organize, manage, execute and revenue share the Great Bay Food Truck Festival (Event). This agreement was originally signed in 2019.

Event: The Great Bay Food Truck Festival is a community event open to the public offering food via food trucks, music, and beverages.

Timeframe: Five years with the option to continue.

Ownership: Equal ownership of the Event, any related trademarks, any related intellectual property or physical assets.

Both parties agree that they are equal partners in sharing the liabilities, expenses, labor and net revenues related to the Event.

Yearly Settlement: All bills and revenue for the event each year must be settled and paid out 90 days after the event. It is incumbent on each party to see that all revenues are received and bills are paid so this date can be met.

Severability: Each party can end this agreement with written notice to the other party no later than 10 months prior to when the Event will be held. There is no formal severing of the agreement until all current revenues and bills are settled and proceeds paid out. The party notifying their intent to sever this agreement will automatically forfeit all of its rights under this agreement and any ownership of any of the assets related to the Event to the other party.

Separation of Duties: The separation of all other duties related to the Event will be defined from year to year. There may be a need from time to time to hire additional help to assist in the event management. This will be outlined in the budget projections.

Budgets: Each year after the final settlement and before any expenses are incurred the two parties will come up with a projected budget. It is understood that this budget is a projection and is fluid. There may be a need for additional expenses from time to time necessitated by weather or other factors.

Representation: Neither party can individually make any commitments, obligations, etc. on behalf of the Event without the consent of the other party.

Confidentiality: Neither party has the right to disclose, sell or giveaway any Event related information (i.e. customer databases, etc.) with the consent of the other party. It is also understood that the Parks and Recreation Department is a Town department; they are subject to the 91-A laws meaning they must turn over all records if a request is filed.

Reporting and Information Sharing: Both parties agree to provide the other party any information relating to the Event, including financials, correspondences, etc. upon request.

Assign ability of Agreement: Neither party can assign its rights or responsibilities relating to this AGREEMENT without the written consent of the other.

Sourcing of Products and Services: Although the desire is to use Chamber members whenever feasible, any purchases made by the Parks and Recreation are subject to Town bid regulations. Generally the lower bid wins assuming the proper quality and delivery. Chamber members are encouraged to bid and will be solicited.

Logo trademark registry needs to be done.

Exeter Area Chamber of Commerce
120 Water St
Exeter, NH 03833

Ph: 603-772-2411

By: _____

Title: _____

Date: _____

Town of Stratham Parks and
Recreation Department
10 Bunker Hill Ave
Stratham, NH 03885

Ph: 603-772-4741

By: _____

Director

Date: _____



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

Date: March 2, 2026

To: Select Board

From: Tim Roache, Town Administrator

Subject: Sale of RECs

The Stratham Energy Commission is seeking authorization for the Town Administrator to sign the agreement with Energy Audits Unlimited, LLC to support the sale Renewable Energy Credits generated by the solar array on the Police Station at a proposed \$38 per year.

The SEC has provided the following bullet points to support the request.

Overview of Renewable Energy Certificate (REC) Generation:

- REC's are the accounting mechanism for Power Suppliers to ensure they adhere to the state's Renewable Portfolio Standard (RPS), requiring X% of all power sold in the state is renewable.
- 1 REC is equivalent to 1 MWh (1,000 kWh) of generation
- Stratham Police Solar array was originally installed as part of a Power Purchase Agreement (PPA), with the installer (Revision Energy) taking the REC revenue as part of the PPA.
- Last year Stratham bought out the remaining contract of the PPA and now fully owns the system and can collect the REC revenue.
- Stratham signed an agreement with Knollwood Energy to sell RECs on behalf of Stratham at a rate of \$27 per MWh.
- Average Solar Generation from the Police array is 46 MWh or \$1,242 per year.
- To qualify a REC, an independent third-party auditor must "mint" the REC before our broker is allowed to sell the certificate on our behalf.
- The **Stratham Energy Commission recommends contracting with Energy Audits Unlimited, LLC to perform this service at a proposed \$38 per year.** SEC members will read the solar production meter monthly and report the reading to be emailed to Paul Button (EAU) for his recording and submittal to Knollwood for processing.

INTER-MUNICIPAL AGREEMENT FOR INTERCEPT SERVICES

THIS AGREEMENT is effective as of the 1st day of April 2026 by and between the Town of Plaistow, New Hampshire, a New Hampshire municipal corporation with an address of 145 Main Street, Plaistow, New Hampshire, and the Municipalities identified in **Exhibit A** of this Inter-Municipal Agreement. Plaistow and all other signatories to this IMA as of the Effective Date or who sign this IMA thereafter shall be referred to throughout as “the Parties.”

I. RECITALS

- a.** WHEREAS, municipalities in Rockingham County have been the beneficiary of the Exeter Hospital’s Advanced Life Support Program (the “ALS Program”);
- b.** WHEREAS, the Exeter Hospital ALS Program has provided critical life-saving resources through the deployment of paramedics in a specialized “intercept” vehicle that is equipped with medical equipment to communities in Rockingham County where advanced medical care is needed;
- c.** WHEREAS, in September of 2024, Exeter Hospital announced its intent to discontinue the ALS Program;
- d.** WHEREAS, the termination date for the ALS Program is currently scheduled for March 21, 2025;
- e.** WHEREAS, Plaistow wishes to establish an Intercept Car Program to continue the availability of an intercept car to communities in Rockingham County and, if feasible, beyond;
- f.** WHEREAS, commencing on March 21, 2025, Plaistow will offer that service to signatory municipalities, subject to the terms and conditions of this Successor Agreement.

NOW THEREFORE, for the covenants and consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged and in accordance with RSA chapter 53-A, the Parties agree as follows.

II. SERVICE.

Plaistow has established and maintains a program to deploy paramedics via a specialized vehicle to those municipalities that are Parties to this Agreement (“Intercept Service”) in accordance with the following standards.

- a.** Staffing:
 - i.** Plaistow shall employ and make available as an “Intercept Clinician” three (3) paramedics to be available on a 24 hours-per-day, seven-days-per-week basis. An “Intercept Clinician” shall be defined as a paramedic that is available to be dispatched to a location where advanced medical care that is above the level that may be administered by an Advanced-EMT (“AEMT”) is or is believed to be necessary.
 - ii.** All clinicians associated with the intercept program shall be certified as Paramedics by the New Hampshire Department of Safety, Division of Fire Standards and Emergency Medical Service, Bureau of Emergency Medical Services (“EMS Bureau”).

- iii. The Intercept Clinician shall respond, as directed, when dispatched to a location in need of Intercept Services, provided that the Intercept Clinician is not already deployed to another call.
- iv. Except as expressly provided herein, the operations of the Intercept Program, including, but not limited to, all hiring, promotion, retention, and other personnel matters, day-to-day operations, equipment requisitions and procurement, and scheduling shall be the responsibility of Plaistow and subject to Plaistow's discretion.
- v. Plaistow shall develop internal policies governing the protocols and requirements of the Intercept Clinician as it relates to responding to calls for service and interacting with emergency medical services providers employed with other Parties. Such standards shall include standards of cooperation and respect toward any such emergency medical services providers, including the sharing of any patient care plans with providers employed by other communities. Member municipalities shall similarly adopt policies directing employees of any emergency medical service departments of that member municipality to cooperate with Intercept Clinicians and to adhere to all standards and practices related to the provision of emergency medical services. Such policies shall be available for inspection upon request by any Party.
- vi. Plaistow shall provide coverage through Plaistow's selected pooled risk management exchange for all Intercept Clinicians and the Intercept Car(s), such coverage to include professional liability, automotive, worker's compensation (in accordance with statutory limits, and casualty for all Intercept Program vehicles and equipment. Such liability coverage may be provided through Plaistow's umbrella coverage for general municipal operations.
- vii. The Intercept Clinician shall be authorized to triage patients that are not in need of paramedic level services and to direct care of the patient back to the transporting service.
- viii. Upon dispatch, the requesting party shall respond to the incident to which the Intercept Clinician is dispatched with a licensed ambulance fully staffed with emergency medical service providers having a certification of EMT-Basic or better by the EMS Bureau sufficient for at least a Basic Life Support ("BLS") response. The Intercept Clinician shall not be considered as the second required certified crew member per the regulations of the EMS Bureau.

b. Dispatch:

- i. The Intercept Clinician and Intercept Car shall be stationed at the Plaistow Fire Station, 145 Main Street, Plaistow, New Hampshire. Staffing permitted, a second Intercept Clinician and Intercept Car shall be stationed at Brentwood Fire Station, 419 Middle Road, Brentwood, New Hampshire.
- ii. Plaistow reserves the right to identify additional locations to station the Intercept Clinician and Intercept Car or additional Intercept Clinicians and Intercept Cars.
- iii. Simultaneous Dispatch
 - 1. Whenever it is deemed by the applicable dispatcher(s) that the circumstances of an emergency medical call meet the criteria for simultaneous dispatch, i.e. dispatch of transporting services and the Intercept Clinician, then the dispatcher shall be authorized to

simultaneously dispatch both the emergency medical services of the Town or other transporting services from which the medical originates and the Intercept Service.

iv. Dispatch Upon Request of Transporting Ambulance:

1. Whenever Intercept Service is deemed advisable by dispatch based on information provided at the scene, during transport, or upon request of the transporting ambulance, the dispatcher shall be authorized to dispatch the Intercept Service to the medical call.

v. Unavailability of the Intercept Clinician

1. The provision of Paramedic Intercept Services under the terms of this Agreement shall not be construed to guarantee or warrant the availability of an Intercept Clinician in the event of clinicians of the Intercept Services are previously committed or otherwise unavailable. In such case, the Plaistow Dispatch Center will inform the requesting party that there are no clinicians available. The requesting party will be responsible for seeking other appropriate assistance.

vi. Diversion

1. The Intercept Clinician reserves the right to divert to another call when, in the judgment of the Intercept Clinician, the Intercept Clinician determines that the public interest is better served by responding to that other call. In making such determination, the Intercept Clinician shall consider the nature of the medical calls, the seriousness of the injury or patient condition, the complexity of emergency medical services to be provided, the potential availability of alternative emergency medical personnel to respond, and such other factors as are appropriate. In the event of a diversion, dispatch shall notify the original requesting party of the diversion.

c. Training:

- i. Plaistow shall provide opportunities to all Intercept Clinicians to obtain best-in-class training and continuing education. Such training opportunities may include, but shall not be limited to, Rapid Sequence Intubation, Mechanical Ventilation, Fundamental Critical Care Support, International Board of Specialty Certifications amongst such other classes as Plaistow determines to be relevant for the training/certification of Intercept Clinicians
- ii. Plaistow shall provide opportunities to all contracted town EMS employees to obtain best-in-class training and continuing education. Such training opportunities may include, but shall not be limited to, Pre-Hospital Trauma Life Support, Tactical Emergency Casualty Care, Advanced Medical Life Support, Emergency Pediatric Care, Geriatric Education for EMS, Advanced Medical Life Support, amongst such other classes as Plaistow determines to be relevant for the training for the regional emergency medical services system. These training sessions may be subject to a fee for certain programs and for “no-shows” who have registered for a given class or program and then cancel or do not attend.
- iii. All such training opportunities shall be subject to any monies allocated for training to the program for the Intercept Program.

d. Equipment:

- i. Plaistow shall provide a vehicle for use as an Intercept Car. Such car shall be appropriate for use as an intercept car. Plaistow shall be responsible for the maintenance and repair of said vehicle.
- ii. All personal property, vehicles, items, and equipment used or employed by Plaistow in the provision of Intercept Services, or used in the administration of the Intercept Program shall be deemed property of Plaistow.
- iii. If the event that the Town of Plaistow terminates the Intercept Program, the Intercept Car(s) and associated medical equipment related to the Intercept Program will be offered to be donated to another municipal service provider(s) that is/are willing to continue regional intercept program that would be comparable to this Intercept Program. Any such donation shall be subject to the final approval of the Town of Plaistow, but shall, at the least, be accompanied by a commitment to the donating community to operate for at least one (1) year from the date of donation.

e. Quality Control:

- i. Plaistow shall develop a system for ensuring quality assurance and quality control of the Intercept Services. Such system shall include a protocol for Intercept Clinicians to contact emergency medical services departments of member municipalities following a deployment to that member municipality to address any concerns regarding the care provided by any Intercept Clinician or emergency medical services provider and identify any strengths or weaknesses of any emergency medical services provider.
- ii. In the event that a member municipality has a grievance related to the provision of Intercept Services provided by an Intercept Clinician that cannot be addressed through a discussion held in accordance with Article II, Section (e)(i), a Fire Chief of a member municipality may file a grievance with the Chief of the Plaistow Fire Department within ten (10) business days of the date that the member municipality became aware or reasonably should have become aware of the grievance.
 1. A grievance for the purpose of this Article II, Section (e)(ii) shall be defined as any alleged breach of the standard of care to be provided by the Intercept Clinician under the terms of this agreement.
 2. The Plaistow Fire Chief shall respond to the grievance within twenty (20) business days by either sustaining the grievance, denying the grievance, or identifying a reasonable amount of additional time necessary to administer the grievance. In the event that a grievance is sustained, the Plaistow Fire Chief shall take appropriate action to address the grievance in accordance with the provisions of the Plaistow Personnel Policies, any applicable collective bargaining agreement, and applicable regulations of the Plaistow Fire Department.
 3. The decision of the Plaistow Fire Chief on a grievance shall be considered final, provided that nothing contained herein shall be construed as preventing any Party from reporting a violation of any statute, rule, or regulation related to the provision of Emergency Medical Services to any law enforcement, administrative, or regulatory agency.

- f. Revenue: Plaistow shall, to the extent permissible, seek to bill the transporting ambulance town at the following rates for emergency medical services provided by the Intercept Clinician:

ALS1: \$115.00

Definition: An advanced life support (ALS) intervention that is in accordance with State and local laws, required to be done by an emergency medical technician-intermediate (EMT-Intermediate) or EMT-Paramedic.

ALS2: \$327.18.

Definition: Advanced life support, level 2 (ALS2) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transport, medically necessary supplies and services, and the provision of at least one of the ALS2 procedures listed below:

1. Manual defibrillation/cardioversion;
2. Endotracheal intubation;
3. Central venous line;
4. Cardiac pacing;
5. Chest decompression;
6. Surgical airway; or
7. Intraosseous line.

Application: Crystalloid fluids include fluids such as 5 percent Dextrose in water, Saline and Lactated Ringer's. Medications that are administered by other means, for example: intramuscular/subcutaneous injection, oral, sublingually or nebulized, do not qualify to determine whether the ALS2 level rate is payable. However, this is not an all-inclusive list. Likewise, a single dose of medication administered fractionally (i.e., one-third of a single dose quantity) on three separate occasions does not qualify for the ALS2 payment rate. The criterion of multiple administrations of the same drug requires a suitable quantity and amount of time between administrations that is in accordance with standard medical practice guidelines. The fractional administration of a single dose (for this purpose meaning a standard or protocol dose) on three separate occasions does not qualify for ALS2 payment.

There shall be no charge for cancellations. Revenues received from emergency medical services provided by an Intercept Clinician pursuant to the Intercept Program shall be separately accounted for and shall only be expended for the purposes of the Intercept Program for such time as the Intercept Program remains in operation. The invoices will be billed and mailed to each participating community. Intercept invoices shall be paid within thirty (30) days of receipt. In the event that an Intercept Invoice remains for a period of more than thirty (30) days, any unpaid balance shall accrue interest at a rate of eighteen percent (18%) per annum until the unpaid invoice is paid. In the event that an invoice remains unpaid for longer than thirty (30) days, the Town of Plaistow may issue a Notice of Arrearage to the subject community identifying that, if the balance is not paid within thirty (30) days, the Town of Plaistow may dissociate the subject community from the Intercept Program.

III. TERM

This Agreement shall be for a twelve (12) month term, commencing on April 1, 2026, at 12:00 a.m. and terminating on March 31, 2027, at 11:59 p.m. (“Current Term”).

- a.** This Agreement shall be terminated on March 31, 2027 at 11:59 p.m. All Intercept Services shall terminate as of 12:00 a.m. on April 1, 2027 unless a successor agreement has been approved by the Town of Plaistow and member municipalities.
- b.** The Town of Plaistow reserves the right to terminate the Intercept Program provided that the Town of Plaistow provides ninety (90) days’ written notice to the member municipalities.
- c.** A member municipality may withdraw from this Agreement provided the member municipality provides ninety (90) days’ written notice to the Town of Plaistow and the other member municipalities.
- d.** Notwithstanding the foregoing, the Town of Plaistow may disassociate a member municipality for that member municipality’s failure to pay an invoice for medical services in accordance with the procedures set forth in Article II, Section (f). Further, the Town of Plaistow may disassociate a member municipality upon that member municipality’s material breach of the covenants and conditions set forth in this Agreement, provided that the Town of Plaistow has provided that member municipality with a Notice of Disassociation specifying the breach by that member municipality and that member municipality has failed to cure that breach within thirty (30) days’ receipt of the Notice of Disassociation.
- e.** In the event that additional communities seek to enroll in the Intercept Program, they shall be deemed a party to this Agreement upon the date that communities’ execution of this Agreement, provided that under no circumstances shall the enrollment of any municipality after the Effective Date be construed as altering the Current Term beyond March 31, 2027.

IV. TRANSPARENCY

- a.** Upon request, the Plaistow Fire Chief or the Deputy Chief of EMS will agree to meet with any Fire Chief, Town Manager, Town Administrator, or any member of a member municipality’s governing body to:
 - i.** discuss the level and quality of Services provided by the Department;
 - ii.** review the revenue and expenses for the Department; and
 - iii.** vote upon such matters that are expressly delegated to the AAC pursuant to this Agreement.
- b.** Annually, Plaistow shall provide updates as to any needed capital expenses related to the operation of the Intercept Program.
- c.** Any member municipality may make recommendations to Plaistow related to any appropriations, expenditures, or other fiscal or operational concerns related to the operation of the Intercept Program.

V. BUDGET PREPARATION

- a. For the period of April 1, 2026, through March 31, 2027, the Intercept Program shall be partially funded through a DOJ grant, private donations made to the Town of Plaistow, and fees for intercept transports and held in a reserve fund to be used solely for the Intercept Program. Budget and cost allocations for any periods after March 31, 2027 shall be the subject of a successor Agreement.
- b. Plaistow shall make reasonable efforts to prudently manage costs and engage in fiscal responsibility while assuring the current level of proficiency of the Services to be provided under this Agreement.
- c. In advance and anticipation of the negotiation and approval of a successor agreement, Plaistow shall prepare a draft operating budget for the Intercept Program no later than September 1. Said draft operating budget shall be circulated to the member municipalities first quarterly meeting of the calendar year. The member municipalities shall promptly review the draft budget and may make recommendations no later than December 1st of each year. The Town of Plaistow shall strive to finalize its recommended Department operating budget and capital expenditures related to the Intercept Program on or before January 1st of each year to allow the member municipalities the ability to prepare for their annual budget hearings held pursuant to RSA 32:5. If the Intercept Program budget and capital expenditures are not final by January 1st, the Town shall provide the most recent draft of the operating budget and capital expenditures for informational purposes only.
 - i. The failure of any member municipality to meet and review the draft budget on or before January 1st shall not preclude Plaistow from finalizing Plaistow's general operating budget or any warrant article using the draft budget for the Intercept Program or any derivation thereof.
- d. The Intercept Program's operating budget shall include all direct operating costs for the upcoming fiscal year. Such operating budget shall include, all personnel costs (wages, benefits, and retirement), equipment and supplies, utilities, operating costs, administrative costs, maintenance expenses, insurances, pooled risk management, and other prudently incurred costs related to the operation of an emergency medical services program. The operating budget shall also include all any lease and equipment costs, all capital reserve appropriations (if any), and all other appropriations that Plaistow determines appropriate to replace capital equipment or make capital improvements related to the Intercept Program.
- e. Member municipalities agree to allow a representative from the Town of Plaistow Fire Department the opportunity to discuss the ALS program, budget needs, and the impact of the program to the respective governing body during a regular scheduled Board of Selectmen/Council meeting.

VI. INDEMNIFICATION

- a.** The Parties agree to indemnify, defend, and hold each other (including their officials, employees, agents, board members, successors, and assigns) harmless from any and all claims, injuries, damages, losses, demands, causes of action, judgments, orders, liabilities, obligations, fines, penalties, and costs (including reasonable attorney's fees), arising out of any claim of death, injury, or property damage due, in whole or in part, to the negligent, reckless or intentional misconduct of that Parties employees, agents, officials, volunteers, contractors, or subcontractors. Any such indemnification shall be without derogation, alteration, or waiver to any and all privileges, defenses, and immunities arising under the law.

VII. MISCELLANEOUS

- a.** The Parties agree that the terms of this Agreement shall be binding upon the Parties' heirs, agents, successors, and assigns.
- b.** The Intercept Services to be provided by Plaistow are for the sole benefit of the member municipalities and are not for the benefit of any individual person, the provision of ambulance services being an emergency service and a governmental discretionary function.
- c.** Nothing in this Agreement shall be construed as a waiver, derogation, reduction, or release of any right, immunity, privilege, or limitation of liability available to Plaistow, existing at law or equity, whether established by statute or common law.
- d.** In addition to any provisions set forth in Article II, Section (a)(viii), member municipalities shall use best reasonable efforts to make their emergency personnel available to assist an Intercept Clinician in the provision of Intercept Services, including, but not limited to, traffic control, assisting the Department as required to enter a premises safely, or securing a scene to protect Department personnel.
- e.** The Parties agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.
- f.** This Agreement has been negotiated and prepared by the Parties and their respective counsel, and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.
- g.** This Agreement constitutes the sole and entire understanding among the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements, letters of intent and previous agreements, whether written, oral, electronic or otherwise, relating to the subject matter hereunder.
- h.** Nothing in this Agreement shall be construed as establishing a general partnership, joint venture, or any other form of professional business association.
- i.** In executing this Agreement, the undersigned represent and acknowledge that they have the requisite power and authority to execute this Agreement and to bind the parties for whom they are signing. The undersigned further represent that all required formalities have been followed to make the signatures below legally binding on behalf of all entities that are parties to this Agreement.

EXHIBIT A

Each party is signing this agreement on the date stated opposite that party's signature.

Dated: _____ By: Town of Plaistow
Duly Authorized

Dated: _____ By: Town of _____
Duly Authorized

Dated: _____

Town of _____
By: _____
Duly Authorized

Dated: _____

Town of _____
By: _____
Duly Authorized

Dated: _____

Town of _____
By: _____
Duly Authorized

Dated: _____

Town of _____
By: _____
Duly Authorized

Dated: _____

Town of _____
By: _____
Duly Authorized

Dated: _____

Town of _____
By: _____
Duly Authorized

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Stratham (VC# 177230-B001)		1.4. Subrecipient Address 10 Bunker Hill Avenue, Stratham, NH 03885	
1.5 Subrecipient Tel. # (603)778-9691	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2026	1.8. Grant Limitation \$4,500.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 271-2231	
"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. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: _____ On: / /		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Subrecipient Initials: 1.) _____ 2.) _____

3.) _____ Date: _____

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Subrecipient Initials: 1.) _____ 2.) _____

3.) _____ Date: _____

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States

Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

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

Subrecipient Initials: 1.) _____ 2.) _____

3.) _____ Date: _____

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT A.1

Special Provisions Addendum

The “Subrecipient” agrees to be bound to the same terms and conditions of the *Code of Federal Regulations (CFR) Title 2, Grants and Agreements, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200) in which the State of New Hampshire is bound as “Recipient” as specified here: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Incorporation of Approved Application by Reference

The Subrecipient's application, including the narrative and budget as approved by New Hampshire Department of Safety, Division of Homeland Security and Emergency Management prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR §200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions outlined in the grant’s award letter.

2. Governing Statutes and Regulations

The administration of this award by USDHS/FEMA and all recipients will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762);
- The *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.);
- The *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.);
- The *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.);
- [2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#);
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
 - The Subrecipient must comply with [Appendix A to Part 418, Title 2 – Certification Regarding Lobbying](#), which is incorporated by reference in this award.
 - The Subrecipient must comply with [Title VI of the Civil Right Act of 1964](#), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
 - The Subrecipient must comply with [2 CFR §200.300 Statutory and national policy requirements](#). 2 CFR §200.300 is incorporated by reference into this award.
 - The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2
 - C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- No term or condition of this award is intended to require the Subrecipient to violate any applicable State law;
- The Subrecipient must immediately notify the NH Division of Homeland Security and Emergency Management (HSEM) EMPG grant program staff of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Subrecipient's ability to perform the program in accordance with the terms of this award;

3. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award;
- Any special terms and conditions of this award contained in Exhibit A, Special Provisions;
- General terms and conditions of this award.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

4. Government-wide Debarment and Suspension (Non-procurement)

In accordance with [2 CFR §200.214 Suspension and debarment](#), Subrecipients and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and [2 CFR Part 180 OMB Guidelines to agencies on government-wide debarment and suspension \(nonprocurement\)](#). These regulations restrict subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Subrecipient must also comply with [2 CFR Part 1200 Nonprocurement Suspension and Debarment](#), which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a contract under the grant, the Subrecipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs.

5. Payment

Unless otherwise authorized, the EMPG program payment is under the reimbursement method. Subrecipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a federal agency or pass-through entity. The Subrecipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR §200.302. Payments for allowable costs to Subrecipients may be withheld during the period of performance if:

- The Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
- The Subrecipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.”
- While separate depository accounts for grant funds are not required, the Subrecipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- The Subrecipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Each reimbursement request may be mailed in or made electronically via the EMPG Reimbursement Request Form located on our HSEM EMPG page, found here: [EMPG Reimbursement Request Form](#). Payments will be made after receipt of required reporting forms and other supporting documentation as requested. Supporting documentation may include accounting records, payroll records, travel receipts, invoices or other receipts. During the normal course of monitoring, HSEM will perform periodic “spot check” desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Subrecipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

6. Allowable Costs

The allowability of costs incurred by the Subrecipient will be determined using the OMB cost principles located at 2 CFR Part 200 – Subpart E.

7. Pre-Award Costs

All costs incurred before HSEM notifies the Subrecipient of the award are at the Subrecipient's risk (i.e., HSEM is under no obligation to reimburse such costs if for any reason the Subrecipient does not receive a federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

8. Matching Requirement

The Subrecipient must at least equally match (cash or third party in-kind) the federal contribution pursuant to sections 611(j) and 613(a) of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121 *et seq.*). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. The recipient’s contribution should be specifically identified. These non-federal contributions have the same eligibility requirements as the federal share. Subrecipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during HSEM’s processing of the Subrecipient’s reimbursement request. A lack of documentation for the statutory requirements may result in the Subrecipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs.

Subrecipient Initials: 1.)_____ 2.)_____ 3.)_____ Date:_____

9. Programmatic Performance and Financial Reporting Requirements

Upon request, the Subrecipient must provide information on activities performed and any expenditure made against the award throughout the grant’s period of performance (i.e., quarterly, mid-year progress report, annual report and final report). Requested information may include:

- A summary of what was accomplished under the EMPG award during a specific reporting period or grant year.
- A narrative detailing how planning and/or training goals and objectives for the EMPG award were achieved during a specific performance period.

A brief description of any issues or delays, such as severe weather and forest fires, that impact the Subrecipient’s ability to utilize or administer its EMPG award. Failure to provide required reports by the requested due dates or any extended due date in a delay approved by HSEM, may result in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

10. Reporting Total Compensation of Recipient Executives

- Applicability and what is reported:
The total compensation for each of your five most highly compensated executives for the preceding completed fiscal year is report, if -
 - The total Federal funding authorized to date under this award is \$30,000 or more;
 - In the preceding fiscal year, you received -
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
- Where and when it is reported:
 - As part of your registration profile at <https://www.sam.gov/SAM/>.
 - By the end of the month following the month in which this award is made, and annually thereafter.

11. Changes to the Approved Application and Budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Subrecipients are required to report deviations from budget or project scope or objective, and request prior approvals from the HSEM EMPG Program Manager for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from the HSEM EMPG Program Manager for the following program or budget-related reasons:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Request for approval to engage in programmatic activities that were not detailed in the Subrecipient’s application, budget narrative and project narrative.
- Change in a key person specified in the application or the Federal award (the Subrecipient Project Director).
- The disengagement from the project for more than three months by the approved Subrecipient Project Director.
- Unless described in the application and funded in the approved award, the subawarding, transferring or contracting out of any work under a federal award, including fixed amount subawards as described in 2 CFR §200.333 - Fixed Amount Subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the Subrecipient must notify the HSEM EMPG Program Manager in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 90 calendar days before the end of the period of performance specified in the Federal award (shown in Block 1.7 of the executed Grant Agreement). A *Grant Change Request Form* must be used to request an extension and must be signed or endorsed by an official with authority, the Subrecipient Project Director as well as their Financial Officer within the Subrecipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances – there needs to be

Subrecipient Initials: 1.)_____ 2.)_____ 3.)_____ Date:_____

extenuating circumstances to justify approval for an extension to utilize unobligated balances. Extensions require explicit prior approval from HSEM. Requests for extension may be submitted through HSEM's EMPG page here: [Change Request Form](#).

12. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the Subrecipients, respectively, unless otherwise specified under 2 CFR §200.313 - Equipment or the special terms and conditions of the grant award.

13. Copyrights

USDHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a subaward, or a contract under a subaward; and
- Any rights of copyright to which a Subrecipient purchases ownership with grant support.

14. Texting While Driving

In accordance with Executive Order, 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company- owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

15. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- all manufactured products used in the project are produced in the United States? This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - applying the domestic content procurement preference would be inconsistent with the public interest;
 - the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

16. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Stratham (hereinafter referred to as “the Subrecipient”) \$4,500.00 to update the community’s Local Emergency Operations Plan (LEOP).
2. “The Subrecipient” agrees that the project grant period ends August 31, 2026 and that a final performance and expenditure report will be sent to “the State” by September 30, 2026.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
Awarding Agency: Federal Emergency Management Agency	Pass-through Entity: Homeland Security & Emergency Management
Federal Award: \$3,544,752.00	Assistance Listings Number/Title: Emergency Management Performance Grant / 97.042
Federal Award Date: 9/20/2023	R&D: No
Indirect Cost Rate: 17.33%	Federal Award Identification Number (FAIN): EMB-2023-EP-00005
Subrecipient Information	
Name: Town of Stratham	UEI: H95KLKG5PNJ3
Current Subaward Amount: \$4,500.00	Total Subawards Amount: \$4,500.00
Project Cost	
Applicant Share (Match Required): \$4,500.00	Total Project Cost: \$9,000.00
Period of Performance	
Start	End
10/1/2022	8/31/2026
Budget Period	
Start	End
10/1/2022	8/31/2026

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,500.00.
- b. "The Subrecipient" may request an advancement of grant funds in writing to the "The State". "The State" will forward the funds to "the Subrecipient" upon receiving and reviewing the request. "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

- c. Upon review and approval of the invoices and supporting match documentation “The State” shall reimburse up to \$4,500.00 to “the Subrecipient” upon “the State” receiving a reimbursement request on letterhead, copies of purchase orders, vendor invoices, cancelled checks, and required match documentation.
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, 10/1/2022, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)_____ 2.)_____ 3.)_____ Date:_____

Guidance for Meeting Minutes

Please use language similar to this when documenting meeting minutes accepting the grant

“The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$4,500.00 for the LEOP update. Furthermore, the Board acknowledges that the total cost of this project will be \$9,000.00, in which the town will be responsible for a 50% match (\$4,500.00).”

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *“(name and/or title/position) is authorized to sign all documents related to the grant”*. Refer to the Certificate of Authority for additional guidance.



TOWN OF STRATHAM

Department of Public Works

70 Bunker Hill Avenue • Stratham, NH 03885 • 603-772-5550

MEMORANDUM

TO:	Michael Houghton, Select Board Chair Allison Knab, Select Board Vice Chair Joe Anderson, Select Board
CC:	Tim Roache, Town Administrator Lori Ruest, Finance Administrator
FROM:	Trevor Batchelder, Director of Public Works Britt Fowle, Departmental Admin Coordinator
DATE:	2/13/2026
RE:	Tree Work – Lane Property at Stratham Circle

The Department of Public Works requests authorization to proceed with necessary tree removal and pruning at the recently acquired Lane Property at the Stratham Circle.

Following multiple site walk-throughs by Town staff and contractors, several trees were identified as hazardous or compromised and should be addressed prior to other planned maintenance and site work. These conditions present safety concerns for nearby structures, parking areas, and pedestrian access.

Certified arborists from Royal Green Landscaping evaluated the property and provided a proposal in the amount of \$12,800 to complete the following work:

1. Remove and dispose of two yellow birch, one cherry, and one hazardous sugar maple adjacent to the antique shop and parking area, leaving low stumps.
2. Prune the large oak to remove dead limbs overhanging the parking area.
3. Remove two large hazardous shade trees in the right rear corner of the main house/pool area, along with one conifer and two small trees in the left rear corner of the main house area, leaving low stumps.
4. Remove a large rotted tree near the ponds/shed by the water, leaving a low stump.
5. Prune the large multi-stem oak next to the rented building and adjacent trees along the driveway to remove hazardous limbs.
6. Chip and remove all resulting debris from the site.

A copy of their proposal is attached.

This work is necessary to mitigate safety hazards and allow the Town to proceed with ongoing maintenance and stewardship of the property. Funding for this work will be drawn from the maintenance funds gifted to the Town at the time of the property's donation. We respectfully request the Select Board authorize the department to move forward with this proposal.

Please let me know if additional information is needed.

Sincerely,

Trevor Batchelder
Director of Public Works

ROYAL GREEN



Bruce Pacy Sr. Fully Insured
(603)-770-0344 or (978)-948-2222
NH Seacoast MA NO. Shore
www.royalgreentree.com
603-770-0344

TREE & SHRUB CARE PROPOSAL

For: STRATHAM public works Date: 2/12/26
70 BUNKER HILL ROAD Prepared By: Bob Bosley MCA
STRATHAM, NH
Phone: 603 804 0203 Cell Phone: 978-395-1741
Email: TRATCHELDER@STRATHAM.GOV

The following program is recommended for the trees and shrubs on your property. Please review this information, and the terms and conditions on the reverse side. Sign and return the white copy authorizing this program. Please retain a copy for your own records. **THIS IS NOT AN INVOICE.**

	AMOUNT
- TAKE DOWN/REMOVE 2 YELLOW BIRCH, 1 CHERRY & 1 HAZARDOUS SUGAR MAPLE ADJACENT TO ANTIQUE SHOP / PARKING AREA LEAVING LOW STUMPS.	\$ 12,800.00
PRUNE LARGE OAK TO REMOVE ANY DEAD LIMBS HANGING OVER PARKING AREA	
- REMOVE 2 LARGE HAZARDOUS SHADE TREES RIGHT REAR CORNER OF BLUE COLONIAL / POOL & 1 CONIFER, 2 SMALL TREES LEFT REAR CORNER OF COLONIAL LEAVING ^{Low} STUMPS	
- REMOVE LARGE POTTED TREE NEXT TO POND / SHEDS LEAVING A LOW STUMP	
- PRUNE LARGE MULTISTEM OAK NEXT TO RENTAL UNIT & ADJACENT TREE ALONG DRIVEWAY FOR ANY HAZARDOUS LIMBS	
- CHIP UP & REMOVE ALL RESULTING DEBRIS.	

(PLEASE SIGN) (DATE) TOTAL \$ _____

TERMS AND CONDITIONS

The following terms and conditions are a part of the confirmation of work to be performed by Royal Green and with the information on the front, constitutes the entire agreement.

INHERENT HAZARDS AND RISKS

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Royal Green are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of a tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any other act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. While a detailed inspection and evaluation normally does result in the detection of potentially hazardous conditions, there can be no guarantee or certainty that all hazards will be detected.

PERFORMANCES BY ROYAL GREEN

Work crews will arrive at the job site unannounced unless otherwise noted herein. Royal Green shall attempt to meet all performance dates but shall not be liable for damages due to delays for inclement weather or other causes beyond its control. The customer shall not be relieved of his/her responsibility because of delays.

WORKMANSHIP

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, Royal Green will remove wood, brush and other debris associated with work job.

INSURANCE

Royal Green Tree Services, Inc. is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance.

OWNERSHIP

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from owner. Royal Green is to be held harmless from all claims for damages resulting from the customers failure to obtain such permission.

TERMS OF PAYMENT

All accounts are net payable upon receipt of invoice. A service charge of 1 1/2 % per month, which is an annual rate of 18% , will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the customer is responsible for all costs associated with collection including, but not limited to, attorney fees and court costs.

PERMITS

Customer shall obtain and pay for all required permits.

PROPERTY LINES - RESTRICTIONS

Customer shall indicate to Royal Green the corners of the property and shall assume all responsibility for accuracy of markers. Customer shall give a copy to Royal Green any restrictions, easements or rights of way prior to commencement of work.

CONCEALED UTILITY LINES

Customer represents that he has no knowledge of any concealed utility lines other than those, if any, set forth on the face page of this agreement as a special remark.

ACCESS TO WORK

Customer shall provide free access to work areas for Royal Green, its employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during normal work hours. Royal Green employees shall not be expected to keep gates closed for animals and children.

CONCEALED CONTINGENCIES

Customer agrees to pay Royal Green on a time and materials basis for any additional work required to complete the job occasioned by concrete, or any other foreign matter, or stinging insect nests or branches, rock, pipe or electrical lines encountered in excavations and not described on the face of this agreement, or any other condition not apparent in estimating the work specified.

SPRAY APPLICATIONS

Royal Green will be responsible for proper application of any spray formulation that is commonly used in the business to control a specific problem involving trees, shrubs or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use of such spray. The parties agree that in no instance may Customer seek damages in excess of the contract price.

STUMPS

Stumps will be cut to within approximately twelve (12) inches above ground unless specified to the contrary on the face of this agreement. Stump removal is not included in this agreement unless specifically provided for on the face of this agreement hereof.

ACCEPTANCE OF PROPOSAL

The customer agrees to indemnify and hold harmless Royal Green Tree Service, Inc. and its employees from surface damage that may be caused as a result of entering private property with the heavy equipment. (i.e. lawn, pavement).

New Hampshire SPCA's Paws Walk

Paws Walk is a peer-to-peer fundraising event held by the New Hampshire SPCA. This year's event will take place on Sunday, June 7, 2026, at Stratham Hill Park. The event consists of the following elements:

- 1 Mile Fundraising Walk – beginning near stage and continuing up Jack Rabbit Road, through woods trails, and up to fire tower
- Vendor Village – setup in the area around the 4H Barns
- NHSPCA Representation – including adoptable dogs, activities for kids, dog training games, and more
- Farm Animals – located in paddocks near 4H Barns, typically a mini horse and donkey owned by NHSPCA staff
- Demos from various dog/animal related groups – past years have included police dogs, agility dogs, sheep herding dogs, and disc catching dogs
- DJ (DJ Lori D from the River) and Emcee (Kelly Brown from iHeartMedia) – setup on stage, with additional speakers located near 4H Barns
- Speaking Program – approximately 20 minutes long taking place at the stage

We anticipate approximately 300 to 400 people attending Paws Walk, many with their dogs. Additionally, there will be 40 to 50 vendors (typically 3 of these are food trucks), and 100 staff and volunteers working the event.

All rentals are provided by Revelry Event Collections (formerly Sperry Tents Seacoast). These include two 20x20 tents (one near the main Portsmouth Ave. parking lot, and one near the 4H Pavilion), and a catwalk style stage (18" high) set up in front of the park's stage, plus tables and folding chairs which are stored in the 4H barns before and after the event.

Additionally, we utilize the 4H Pavilion as a staging point for event staff and volunteers, with first aid and other supplies. There are also 10x10 pop-up tents set up throughout the Vendor Village area. We have two police traffic details (one at each park entrance), and EMTs on site.

A timeline for the event is as follows:

Saturday, June 6

- TBD Time – Rentals delivered and tents/cat walk stage setup
- 10 to 11:30 am – NHSPCA staff and volunteers mark vendor village spots and put out walk route directional signage (weather permitting)

Sunday, June 7

- 7 am – NHSPCA staff and volunteers arrive for setup
- 8 am – Vendors arrive for setup
- 10 am – Event begins, Vendor Village Opens
- 12 pm – Speaking program held at stage
- 12:20 pm – Walk kicks off
- 1 pm – Walk portions ends
- 2 pm – Event ends
- 3:30 pm – Breakdown complete and NHSPCA staff and volunteers leave park

Monday, June 8

- TBD Time – Rentals picked up, and tents/cat walk stage broken down

Should you have any questions please contact Julie Halama, New Hampshire SPCA Special Events and Sponsorship Manager at 603-773-5735 or jhalama@nhspca.org.



Stratham Hill Park

Town of Stratham

SHP - Scamman Pavilion, SHP - Front Pavilion, SHP - 4 H Pavilion

**02857604
2026**

Paws Walk- SPCA

**6/6/2026 8:00 AM
6/7/2026 9:00 PM**

SHP - Scamman Pavilion: 1

SHP - Front Pavilion: 1

SHP - 4 H Pavilion: 1 people

1. SHP - Scamman Pavilion – 6/6/2026 8:00 AM – 6/7/2026 9:00 PM

Group Size: 1

2. SHP - Front Pavilion – 6/6/2026 8:00 AM – 6/7/2026 9:00 PM

Group Size: 1

3. SHP - 4 H Pavilion – 6/6/2026 8:00 AM – 6/7/2026 9:00 PM

Group Size: 1

**Julie Halama
PO Box 196**

**Stratham NH 03885
(603) 772-2921**

jhalama@nhspca.org

2/26/2026 1:19 PM



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: Stratham Select Board

From: Tim Roache, Town Administrator

Date: March 2, 2026

Subject: Town Administrator Report

The following report provides an update on town operations, departmental coordination, and ongoing projects, and is intended to keep the Select Board informed of significant developments and upcoming matters.

Fire Department:

- Working with the Fire Department to implement the new NH SB245 balanced billing law for our ambulance billing. This involves contracts with insurance companies. Contracts are under legal review and will be brought before the Select Board for authorization at the next Select Board meeting.

Parks and Recreation:

- Reporting at the meeting.

Finance:

- Treasurer and Finance Administrator met with TDBank representatives on February 20 to consider investment of General Fund funds utilizing laddering of Certificates of Deposit. Town Treasurer considering information received and will make a recommendation to the Select Board in accordance with the Investment Policy.
- The FY2025 Annual Audit has been scheduled for April 13-17, 2026. The Trustees of the Trust Funds, Town Clerk and Library Trustees have been informed and have indicated that records are available.
- Record of Rate of Pay forms are being prepared now that pay rates have been approved by the Select Board and will be distributed for signatures once complete.

Planning and Building

- Public Information meeting for the NH 108/ Bunker Hill Intersection is being planned for early April. Exact date will be shared when available.
- Local Emergency Operation Plan is scheduled to be updated. This was not included
- Continuing to work on updating the tracking of inspection requests.

Town Clerk

- Testing of the VotingWorks machine took place on 2/25/2026 at 1:00 PM. The test was successful and all equipment is ready to go on Election Day.

Library

- Reporting at the meeting.

Town Administration

Town Meeting and Voter Information Night

- Voter Information Night is March 5
- Town Meeting and Voter Information Night Presentations and handout are in draft form.
- Town Report has been sent to the printer and will be available on March 5.
- Coordinating with the SAU on audio and video needs as well as the set-up of the space.

Performance Review Process

- Making progress on a performance review process which features quarterly check in meeting and an evaluation against SMART (Specific, Measurable, Attainable, Relevant and Time-Bound) goals. We will be discussing this with Department heads on March 3 and may bring a draft to the March 16 Select Board.
- Seeking Possible rollout of this process for April 2026

Employee Manual Update

- A top priority for the period following Town Meeting will be the review and update of the Employee Manual. I will be working with the management team to begin the process of updating the manual and addressing need procedures and policies.

Congressionally Directed Spending:

- Senator Shaheen's office announced that they are accepting applications for congressionally directed spending. Applications are due March 6.
- Possible application to offset costs for improvements to the SHP 4H Barn facilities. Currently investigating eligibility under USDA Community Facilities program through Senator Shaheen.

Noise Ordinance

- Coming up to speed on the past work related to the draft noise ordinance. Research needed improvements to improve enforceability.

Grant Applications Procedure:

- Working to develop a process for grant applications so that Town Administration and the Select Board are aware of potential grants that could be awarded to the Town.

SHP Visioning

- Schedule staff organizational meeting to plan our strategy for visioning session and charrette. We need to be our internal planning to hold the session in the early spring after town meeting.

Lane Property Updates:

- Walk through of the property is scheduled for March 11. This will include Drew Bedard, Nate Merrill, Patrick St. Onge, Trevor Batchelder and the Select Board.

DEI Contract Review:

- Submitted certification that we have reviewed existing contracts for DEI provisions.