



TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

MEMORANDUM

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

FROM: David Moore, Town Administrator

DATE: March 31, 2023

RE: Select Board Agenda and Materials for the April 3rd Regular Meeting

Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for Monday, April 3, 2023.

- III. Consideration of Minutes –March 24, 2023
- IV. Finance and Budget Reports including Treasurer Report (second meeting of the month)
- V. Department Reports & Presentations
 - A. Jeff Denton, Fire Chief

The Fire Chief has some specific requested actions related to advertising for a Fire Inspector Position as well as supporting the request for release of funds for the Fire Truck replacement. Following this he plans to focus on strategic initiatives progressing in the department. An outline of his remarks are included in your packet.

- B. Lamprey Landfill Update – Paul Deschaine – Town of Stratham Representative

There is an action item on your agenda related to this update. I think Paul's two-page summary of the issues is very clear, he knows that you have the materials he provided in your packet. Paul will be available for questions.

- VI. Correspondence
 - A. 2/3/23 email from NHDES re: DW&GB Strategic Planning Grant
 - B. 3/21/23 letter from NHDES re: Groundwater Management Permit
- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
 - A. Jack Rabbit Lane – No Parking Ordinance
- IX. Discussion of Monthly Reports – (second meeting of the Month)
- X. New Business and Action Items

- A. Proposed adoption 2023 Investment Policy

A proposed investment policy is enclosed in your packet and is the collaborative work of our Finance Administrator and Town Treasurer and is developed in accordance with state law and guidance.

Recommended Action: To adopt the proposed policy as the Town's investment policy for the year 2023.

- B. Proposed adoption Policy on Reconciliation Procedures

A proposed policy on reconciliation procedures is also enclosed. It also has been a collaborative work of our Finance Administrator and Town Treasurer and developed in accordance with guidance for carrying out internal controls and other recommended best practices.

Recommended Action: To adopt the proposed policy on reconciliation procedures.

- C. Request for CIP Release of Funds: Police Department Vehicle & Related Equipment

Chief King has a series of requested actions in order to move forward with the acquisition the 2023 police vehicle in accordance with our capital plan.

Recommended Action 1: To release a total of up to \$33,000 from of the Town's CIP funds for the purchase of the 2023 Replacement cruiser, with the remaining funding to be provided through Police Detail fund as described in the Chief's memo of March 22, 2023.

Recommended Action 2: In accordance with the Select Board's role as agents to expend of the Radio Communications Equipment Capital Reserve fund, to approve the release of up to \$5,100 as requested in in the Chief's memo of March 22, 2023.

D. Request for Release of Funds: Engine #1 Replacement Purchase

In its role as agents to expend from the Fire Department Capital Reserve Fund, the Select Board must vote to expend funds for eligible purposes. In addition, to approving the release of funds the Fire Chief is requesting the authority to execute an agreement for the purchase and the sale of the existing vehicle.

As you will recall, the 2023 Town Meeting authorized the gross appropriation of \$950,000 with \$250,000 authorized from the Special Revenue Fund; the use of an \$80,000 from the Fire Department Fair Trust; and \$620,000 coming from the Fire Department Capital Reserve Fund. The final cost of the vehicle (in contract is executed prior to June 2023) is \$871,024.00.

A copy of the proposed contract is attached for additional information along with an addendum reflecting the sale of the current vehicle.

Sale of existing vehicle: Further, the Chief has revisited his thinking relative to the manner of disposition of current Fire Truck. The Chief would like the Select Board's approval to sell the current fire truck to the vendor supplying the new vehicle. The Fire Chief has identified many logistical challenges to selling the vehicle on our own in two years as well as benefits to having this excessing be handled through the provider of the new vehicle. In accordance with guidance from our Finance Office and in accordance with NH Municipal Budget Act and our Town Meeting warrant article, I am advising that this transaction be accounted for separate from the purchase. The proceeds from the sale of the current E-1 would be a general revenue.

Recommended Actions:

To authorize the Fire Chief to enter into a contract for the purchase of the Fire Truck as presented following review of the contract by the Town Administration (Legal and Finance Office review coordinated by the Town Administrator)

To authorize the Fire Chief to enter into an agreement to sell the current E-1 to the firm providing the engine replacement.

To release funds totaling \$541,024 (\$871,024 - \$250,000 in EMS SRF funding - \$80,000 in SVFD Fair Trust Funds) from the Fire Department Capital Reserve fund for the purchase of a replacement engine 1 from Greenwood Emergency Vehicles, LLC.

E. Animal Control Program – Implementation Steps

The Police Chief will be present to speak to the next steps in introducing the Town's Animal Control program. No action is needed on this item. However, the Chief does have a proposed action appropriate for consideration in non-public session.

F. Proposed Amendment to Lamprey Regional Cooperative Agreement

The Board of Directors of the Lamprey Cooperative has negotiated an amendment (“amendment two”) to the current agreement with Waste Management. This agreement and its impacts are summarized in the two-page introductory letter in your packet written by the Coop’s Chair, Paul Deschaine, the Stratham representative to the Board. Your packet also includes the new agreement negotiated and the “joinder” document all participating communities are required to sign-off on to affect the agreement agreed to by the Board of Directors. This agreement extends the current agreement for disposal rates to 2033 from 2026.

Recommended Action: To authorize the Town Administrator to execute the joinder agreement proposed by the Lamprey Cooperative Board of Directors as described and presented in a letter from the Board dated March 22, 2023.

G. Conservation Commission Property Acquisition – Off Stratham Heights Road

Please see the attached memorandum from Town Planner Mark Connors.

Recommended Action: To approve of the purchase of a parcel of land identified in the Stratham Tax Maps as Map 3, Lot 12, owned by the Pace Revocable Trust of 2019, subject to the following condition:

1. The Town shall conduct its due diligence, including a title search, prior to the sale. If any issues are identified which may materially impact this acquisition, this matter shall not proceed and return to the Select Board for additional consideration.

XI. Town Administrator Report

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

- A. Below is an update from Parks & Recreation Director Seth Hickey pertaining to the Food Truck Festival previously approved by the Select Board. The organizers are hoping to reintroduce alcohol sales (beer) for this year’s event. ***The Select Board role at this time is to approve or disapprove of having beer be sold in the park for this event.***

More information from Seth: *The Department is excited to be partnering once again with the Exeter Chamber of Commerce to be hosting the 2023 Great Bay Food Truck Festival. To date, we are right on track to have another successful event. I have been*

working closely with the Chamber to make improvements on last year's event. One of the common areas of feedback on last years, was the absence of alcohol sales. This was something that had been included in the 2019 event and had been planned for 2020 until that year was cancelled due to COVID.

Based on those previous successes and the comments of patrons to the 2022 event, the Parks and Recreation Department and the Exeter Chamber would like work with the Old Salt of Hampton. Old Salt holds a catering license in the State of NH that enables them to have liquor sales at event such at the Food Truck Festival. The Old Salt will fully staff the event (sales, id check) in accordance of the NH Liquor Laws. I have met twice to date with Chief King on this matter and will ensure that he if fully aware of our plan and understand what is required to properly staff the event.

I will also meet with Chief Denton to have NH PERMIT OF ASSEMBLY issued that is required per the State regulations.

XII. Informational Items

- A. Election dates and annual request to the SMS School District
 - a. Tuesday, March 12, 2024 for the local election (set-up on March 11th)
 - b. Tuesday, September 10, 2024 (set-up on September 9, 2024)
 - c. Tuesday, November 12, 2024 (set-up on November 11, 2024)
 - d. Presidential Primary Election (date to be determined by the Secretary of State's Office)
- B. NHMA presents a Seacoast Legislative Half-Time Update, Exeter Town Hall, 4/5/23 at 6:30pm.
- C. Annual Meeting CCPNH, April 31 9 a.m. to 2:00 p.m.

XIII. Reservations, Event Requests & Permits

XIV. Review of Recent or Upcoming Board & Commissions Agendas

XV. Boards and Commissions Nominations & Appointments

A. Appointments *for consideration*:

- 1. John ("Jock") Dyer for appointment to the Trail Management Advisory Committee

B. Appointments *to be voted on*:

- 1. Bob Keating for re-appointment to the Conservation Commission for a three year term expiring 2026
- 2. Tracy Abbott for Town Treasurer for a three-year term expiring 2026

XVI. Miscellaneous & Old Business

XVII. Adjournment



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

SELECT BOARD AGENDA

April 3, 2023

The Select Board will be meeting in non-public session at 6:00 p.m.

7:00 P.M. (Regular meeting start)

Hutton Room, Stratham Municipal Center

10 Bunker Hill Avenue, Stratham, NH 03885

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

The public may access this meeting at the date and time above using this conference call information. Please dial the conference number **(877) 205-7349** and input **2254** when prompted for a user pin/code. If at any time during the meeting you have difficulty hearing the proceedings, please e-mail dmoore@strathamnh.gov.

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

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

- I. Call to order
- II. Roll Call
- III. Consideration of Minutes – March 24, 2023
- IV. Finance and Budget Reports including Treasurer Report (second meeting of the month)
- V. Department Reports & Presentations
 - A. Jeff Denton, Fire Chief
 - C. Lamprey Landfill Update – Paul Deschaine – Town of Stratham Representative
- VI. Correspondence
 - A. 2/3/23 email from NHDES re: DW&GB Strategic Planning Grant
 - B. 3/21/23 letter from NHDES re: Groundwater Management Permit
- VII. Public Comment

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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- VIII. Public Hearings, Ordinances and/or Resolutions
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- IX. Discussion of Monthly Reports – (second meeting of the Month)

- X. New Business and Action Items
 - A. Proposed adoption 2023 Investment Policy
 - B. Proposed adoption Policy on Reconciliation Procedures
 - C. Request for CIP Release of Funds: Police Department Vehicle & Related Equip.
 - D. Request for Release of Funds: Engine #1 Replacement Purchase
 - E. Animal Control Program – Implementation Steps
 - F. Proposed Amendment to Lamprey Regional Cooperative Agreement
 - G. Conservation Commission Property Acquisition – Off Stratham Heights Road

- XI. Town Administrator Report

- XII. Informational Items
 - A. Election dates and annual request to the SMS School District
 - B. NHMA presents a Seacoast Legislative Half-Time Update
 - C. Annual Meeting, CCPNH, April 31, 9am-2pm

- XIII. Reservations, Event Requests & Permits

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

- XV. Boards and Commissions Nominations & Appointments
 - A. Appointments *for consideration*:
 - 1. John (“Jock”) Dyer for appointment to the Trail Management Advisory Committee

 - A. Appointments *to be voted on*:
 - 1. Bob Keating for re-appointment to the Conservation Commission for a three year term expiring 2026
 - 2. Tracy Abbott for Town Treasurer for a three-year term expiring 2026

- XVI. Miscellaneous & Old Business

- XVII. Adjournment

MINUTES OF THE MARCH 24, 2023 SELECT BOARD MEETING

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

ALSO PRESENT: Town Administrator David Moore, Finance Administrator Christiane McAllister, Public Works Director Nate Mears

At 8:00 am Mr. Houghton opened the meeting and requested motions on the March 6th minutes. Mr. Anderson noted the spelling of McAllister is incorrect in two places. Ms. Knab seconded the motioned. All voted in favor.

Mr. Houghton recognized Mr. Mears for his department report. Mr. Mears began by informing the Board that three bids have been put out: road reconstruction, pavement preservation and reflective long line striping. Soon he will put out a bid for the fire tower painting. This spring they will be stabilizing and reconstructing the gravel lots at Stratham Hill Park using reclaimed asphalt and geosynthetic fabric beneath the subsoils. This will make the lots easier to maintain. The DPW is progressing on the installation of the sander rack, which represents a significant workplace safety improvement and is being completed “in house”.

Mr. Mears spoke about shortages on his staff and the difficulty attracting qualified applicants to fill the open positions. His is also focused on retaining current staff through greater training opportunities and expanding workplace responsibilities. The group discussed the recently posted park maintenance position and the various needs in the park that arise on weekends. The staff is exploring ways to direct park inquiries efficiently without creating an expectation of services that are not sustainable to provide. Ms. Knab urged Mr. Mears to be thoughtful about the level of service we provide at the park. Mr. Moore said the park assistant role is one we have been providing in the park historically and animal control officer are in response to an increase in park users and user conflicts Mr. Houghton suggested Mr. Mears consider contracting out some work, such as mowing as we way of managing through labor supply challenges.

Mr. Mears said the new DPW Admin Coordinator is off to a great start.

CORRESPONDENCE

Mr. Moore gave a brief summary of the correspondence. Mr. Moore will look into having a Covid vaccine clinic in the fall.

NEW BUSINESS

Mr. Houghton moved the conversation to a request from Mr. Mears to raise the fees at the Transfer Station in response to rising disposal costs. The Board supported the request and elected to move it to a public hearing.

Mr. Houghton recognized Ms. McAllister. Ms. McAllister directed attention to the Feb. expenditure and revenues report included in new monthly financial summary report. She explained some of the modifications she made to the report. In response to a question from Mr. Houghton, Ms. McAllister described which agents are able to expend from the various funds.

Mr. Houghton observed a large amount of funds held in different accounts all related to Stratham Hill Park. Mr. Moore suggested the monies might be needed in the future when an overall plan for the park is implemented and agreed it was an area that more attention can be paid. Ms. McAllister suggested spending down some of the other smaller funds. Mr. Houghton would like to see a coordinated effort to bring the various groups and their funds together on an overall plan for the park.

Ms. McAllister has finished drafting the reconciliation policy and discussed it with the Treasurer. When the Board sees the Treasurer's entry on the report, they can be assured that Treasurer's reconciliation will match the Finance Administrator's reconciliation. Ms. McAllister explained that the process of the Treasurer's reconciliation is not as straight-forward as it seems. It is complex but she should have it completed soon.

Mr. Houghton recognized Charlie Case, Chair of the Energy Commission. Mr. Case reported on the volatility of electric rates. On behalf of the Energy Aggregation Committee, he requested the Board sign the NH Community Power Coalition Agreement. This agreement would aggregate the demand for power supply among communities in the coalition, thereby lowering electric supply rates. Town Counsel has reviewed the agreement and has no concerns. Entering into the coalition has no liability and no obligation for the Town or its residents. There is no impact to taxes. Residents may opt out if they choose. The Town Attorney is also looking at a Cost Sharing Agreement but we do not anticipate any concerns based on the legal reviews of the same document which have taken place in other communities whose legislative bodies have approved Community Power Plans. A public information session will be held in May. Seeing the enormity of potential for engaging in this, Mr. Houghton asked if we could accelerate implementation. Mr. Moore stated that this must be voted on at Town Meeting and the prospect of holding a special Town Meeting. Mr. Case explained that once we sign the Joint Powers Coalition Agreement, will get assistance from CPCNH. The Board recognized the tremendous value this would bring to the residents and asked him to bring to the EAC if they feel a special town meeting would be beneficial. Ms. Knab motioned support for signing the agreement. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton recognized the auditors from Vachon Clukay, Jarad Vartanian and Matthew Murray to review the 2021 audit. They began by giving a history of their affiliation with the Town of Stratham. Once again this year, the Town received an Adverse Opinion on Governmental Activities as a result of the obligations for post employment benefits (OPEB), which is related to non-compliance with GASB 75. This determination is uncommon among towns and they noted many Towns including Stratham have long chosen to not comply due to the theoretical nature of the obligation and the cost associated with doing the actuarial and accounting work to demonstrate compliance, some costs of which are ongoing annually. They discussed the steps necessary to comply and the costs. The auditors continued, explaining in detail how they look for compliance with accounting standards while doing their annual audit. Next they explained the accounting behind the school district taxes and common challenges to accounting for these funds given the nature of the Town and the school fiscal years and the fact that Towns collect 100% of the property tax revenues due to the schools. Year-end payroll accrual and accounting for the ARPA funds were briefly reviewed. They spoke to challenges they encountered in completing the audit that related directly to the turnover in senior staff roles

in recent years compounded by enormous complexity in the accounting system as a result of many different bank accounts that were added over years. In addition, they felt the lack of continuity just prior to Ms. McAllister's employment, which included turnover in the Finance Administrator role and turnover in the finance support position, led to her having to put in a tremendous amount of work to bring our accounting records up to allow the audit to take place. The auditors make adjustments annually to assist the Town finance staff in completing year ends and the auditors reviewed the major adjustments for 2021. Land use change tax collections in 2020 – 2021 had not been transferred due to a lack of awareness of an earlier Town Meeting vote to devote 100% of the proceeds to the Land Conservation Fund. The auditors expressed appreciation for the work Ms. McAllister did to keep the Town current while finding the errors in 2021. Ms. McAllister explained how she had to consolidate pages of the balance sheet. Mr. Murray said that Ms. McAllister likely saved the Town money because she has the competency to find and fix the errors as opposed to our having to hire an outside firm to correct them.

The auditors talked about Accufund and the switch in banking, which will provide much more streamlined accounting. Ms. McAllister explained the reasoning behind the change. As part of the switch, Ms. McAllister reviewed how the funds were attached to the bank.

The auditors said that, going forward, they want to focus more on the future, not the past. They felt that the Finance Administrator and the Treasurer were on a good path by doing a collaborative reconciliation.

NEW BUSINESS

Ms. Knab motioned to nominate Mr. Houghton as Select Board Chair. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson motioned to nominate Ms. Knab as Vice Chair. Mr. Houghton seconded the motion. All voted in favor.

Mr. Houghton reflected on Town Meeting, saying that overall it went well. They credited it going so smoothly to good communication with the public, preparing well in advance and good budgeting practices. Regarding the elections, Mr. Houghton felt the side door at Stratham Memorial School would provide easier access to the polls. When school is in session, this might be an issue because that entrance gives access to the building. It was suggested that a police officer be stationed there to prevent this.

Ms. Knab motioned adoption of the Select Board Rules of Procedure as they currently stand. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton moved the conversation to the Select Board liaisons with Boards and Committees. Ms. Knab felt that it has been difficult for her to attend the Recreation Commission meetings but was willing to stay on as the liaison to that committee. They decided to continue with their current Select Board linkages to the committees and departments. Mr. Houghton wanted to talk about the engagements they are having with the departments at the beginning of each month. He requested the Board remain vigilant regarding employee morale.

Returning to the conversation about policies, Mr. Moore believes it is important to review and keep them current. Regarding financial policies, Mr. Anderson feels it is important to set a threshold for the unassigned fund balance. This raises the question of what our target is and what our guidelines will be once we reach it. Mr. Houghton recalled an informal guideline had been set and requested Mr. Moore provide a refresher of that at a future meeting.

Ms. Knab motioned to adopt the current Orders, Rules and Policies as they stand. Mr. Anderson seconded the motion. All voted in favor.

Mr. Houghton confirmed that Mr. Case will send Mr. Moore the document regarding adoption of the Joint Powers Agreement.

Mr. Houghton turned the conversation to the Engine 1 replacement. Mr. Moore indicated his draft motion was dependent upon receipt of the contract for the purchase which had not yet been received. Mr. Anderson would like to see the contract before making a motion. Mr. Moore will bring it to the April 3rd meeting. In response to a question from Mr. Anderson, they discussed past practices regarding disposal of vehicles which had been done in a variety of ways. Mr. Anderson asked how the money was accounted for. Mr. Moore clarified that sale of town property is a revenue to the general fund. Mr. Houghton wants clarification of the process steps once something is approved at Town Meeting so that department heads will know how they should properly pursue that purchase. Mr. Moore noted they are aware that the Select Board needs to release the funds.

Mr. Anderson motioned to authorize the Town Administrator to lock in an agreement with Constellation Energy between March 23 and May 31 following recommendation by the RPC Aggregation team and in consultation with the Energy Commission Chair. Mr. Moore advised the final rate is not known until the day of contract signature.

Mr. Moore noted that Interware, our credit card vendor, is increasing their rates. We have no control over the increase in rates.

Mr. Moore and Ms. McAllister in consultation with Town Clerk/Tax Collector Deb Bakie, recommend May 1st as the start date to begin the Motor Vehicle Transportation fee on vehicle registrations. Mr. Anderson motioned to approve the start date of May 1st for the Motor Vehicle Transportation fee. Mr. Houghton seconded the motion. All voted in favor.

INFORMATIONAL

Mr. Moore called attention to a memo regarding legislation proposed by the governor regarding removing state standards for professional licensure. The Planning Board and Conservation Commission have concerns about removing the licensures. They are requesting the Select Board submit an advocacy letter on the position summarized in the memo. Ms. Knab informed the group that many organizations are opposing this proposed legislation. Mr. Anderson motioned to authorize the Select Board Chair to write a letter on their behalf. Ms. Knab seconded the motion. All voted in favor.

Mr. Moore highlighted the Credit Card Policy, saying Ms. McAllister has a high level of attention and cooperation from department heads.

Mr. Moore informed the group that Tara Madden and Ms. McAllister will be hosting HealthTrust informational sessions. This is being offered to help employees understand the different plans we offer.

RESERVATIONS

Ms. Knab motioned approval of the raffle permit request from Acorn School. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson motioned to allow the Stratham Community Church to use the top of the hill at Stratham Hill Park for their Easter sunrise service. Ms. Knab seconded the motion. All voted in favor.

In light of Mr. Merrill's significant contributions to the town, Mr. Houghton motioned to approve and waive the fee for Nate Merrill's use of the Morgera Room on June 3, 2023.

APPOINTMENTS

Mr. Anderson motioned to re-appoint Matt O'Keefe to the Energy Commission for a term of three years to expire in 2026. Ms. Knab seconded the motion. All voted in favor.

Mr. Houghton motioned to re-appoint Nate Merrill and Forrest Barker to the Heritage Commission for a term of three years each to expire in 2026. Ms. Knab seconded the motion. All voted in favor.

Ms. Knab motioned appointment of John Singleton to the Trail Management Advisory Committee for a term to coincide with the committee's expiration. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson motioned to appoint Drew Pierce to the Zoning Board of Adjustment for a three year term to expire in 2026. Mr. Houghton seconded the motion. All voted in favor.

Mr. Moore indicated the need for a non-public session. At 10:37am Mr. Houghton motioned to go into a non-public session in accordance with RSA 91-A:3, II(c) to discuss a matter which, if discussed in public, would likely affect adversely the reputation of another. Ms. Knab seconded the motion. Roll call: Houghton-yes; Knab-yes; Anderson-yes

At 11:25am Mr. Houghton motioned to come out of the non-public session and seal the minutes noting failure to do so may render a proposed action ineffective. He then motioned to adjourn the meeting. Ms. Knab seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard
Recording Secretary

DRAFT

Select board in person Meeting 03 April 2023

1. Fire Truck replacement contract:
 - a. Price \$871,024.00
 - b. Legal approval
 - c. Select board approval—Scheduled to sign contract on April 4th at 1300
 - d. Letter To the Trustees—Submit ASAP for \$80K funding transfer
2. Fire Inspector position Hiring:
 - a. Job Description
 - i. 16 hours per week max. Flexible scheduling with Chief approval
 - ii. Primary POC for setting up inspection program including
 1. Computer systems for documentation
 2. Scheduling current required inspections
 3. Identifying and scheduling additional business inspections and permitting process.
 4. Jeff and Josh to augment inspections only as necessary
 - a. High priority inspections needing Chief level oversight
 - b. Inspections required above the 16 hour per week limit
 - b. Job Posting-
 - i. State Fire Academy jobs list site
 - ii. FD Facebook page
 - iii. Town web site
 - iv. Other job post areas the town deems necessary
 - v. 6 month probation period.
 1. Start at \$25/hr with upgrade possible to \$30/hr after successfully completing probation period and performance review.
 - vi. Looking to have rolling application period to cast wide net.
 1. Looking for the right balance of code enforcement and diplomacy to ease the town into the process.
 - c. Interview process:
 - i. Request Select board presence if able
 - ii. Possible interviews as early as May
 - d. Need for equipment:
 - i. Vehicle—Possibly an old PD Cruiser
 - ii. Computer and office area—FD will work
 - iii. Computer software to upgrade documentation of inspections etc....
3. FD ongoing processes and improvements:
 - a. R&R committee- Highly successful

- i. Very engaged group
 - ii. Ready to move on recruiting projects soon
 - iii. Implementing retention events such as group workouts and family fun nights already.
- b. Onboarding process improvements
 - i. Officer group is finalizing a new Phased approach process to allow new members to successfully be on boarded and follow a process for initial service and training through full qualification within the SVFD in both the Fire and EMS disciplines.
- c. Chief's Vision for the SVFD. moving forward;
 - i. Improve Recruiting and Retention
 - ii. Improve annual Training planning and execution
 - 1. Make it relevant and rewarding
 - iii. Improve overall compensation in the next budget cycle to maintain retention and competitive edge over other area fire departments. Direct relation with ability to attract highly qualified members.
 - iv. Provide baseline leadership training for current and future Officer Members.



Stratham Volunteer Fire Department

10 Bunker Hill Avenue. • Stratham, NH 03885. • (603) 772-9756

PART TIME FIRE INSPECTOR

The Stratham Volunteer Fire Department is accepting resumes for the position of Part Time Fire Inspector. This position is responsible for conducting fire prevention and life safety inspections in accordance with state and local fire code, town ordinances as well as development and maintenance of a robust fire inspections program for the Department. This is an administrative, non-operations position that reports directly to the Fire Chief.

Qualified applicants will be certified NH State Firefighter 2, Nationally Registered EMR/EMT and State of NH Fire Inspector 1 qualified with at least 1 year of active inspection experience with a municipal fire department. Residency in the Stratham local area is preferred but not required.

This position will work directly with the town Planning office, Building Inspectors office and other town agencies as part of their assigned duties. A successful candidate will possess good computer skills, aural and written communication skills, people skills, and a willingness to work with the public to promote effective and safe fire prevention practices.

This is a non-exempt part time position of 16 hours per week with a flexible schedule to meet the needs of the town fire inspection requirements. Pay rate is set at \$25-\$30/hour depending on qualifications and experience.

Interested candidates may submit a resume and cover letter to:

Stratham Fire Department
Attn: Chief Jeff Denton
10 Bunker Hill Ave
Stratham, NH 03885

Or

Email Jdenton@strathamnh.gov

Applications will be accepted on a rolling basis. Interviews with qualified candidates will begin April 24, 2023.



TOWN OF STRATHAM VOLUNTEER FIRE DEPARTMENT



JOB TITLE: Fire Prevention & Inspections Officer

03/20/2023

DEPARTMENT: Fire - Administrative - Non-Operations

EMPLOYMENT STATUS: Non-exempt, part-time (16 hrs /week maximum)

PAY RATE: \$25-\$30 per hour depending on experience.

JOB SUMMARY: The position provides the administration and implementation of the Fire and Life Safety inspection program for the Stratham Volunteer Fire Department. The Fire Prevention & Inspections Officer coordinates a comprehensive fire prevention & code enforcement program, with an emphasis on assuring proper code and permit compliance. Duties will also include providing emergency, regulatory, and educational services to the citizens of Stratham. The Fire Prevention & Inspection Officer is not required to respond to operational emergencies in the execution of his or her duties unless directed to do so by the Fire Chief, Assistant Fire Chief or Deputy Fire Chief. The inspector will work in coordination with the Town Health Officer, Building Inspection Office, Town Planner, Fire Investigation Team, Operations Officers and Town Administration to develop and manage a comprehensive fire and life safety inspection program to include recurring inspections, new construction inspections, NFPA 1 required permits and other duties as assigned.

SUPERVISION RECEIVED: This position reports to the Fire Chief, and may receive general supervision and policy direction from the Chief, Assistant Fire Chief or Deputy Fire Chief. The Inspector will exercise independent judgment and is evaluated by the Fire Chief based upon the achievement of assigned goals and objectives.

ESSENTIAL RESPONSIBILITIES:

1. Develops & conducts programs to ensure proper fire safety for the community.
2. Monitors all statutes, codes & regulations, and ordinances for applicability, and provides feedback to the Chief of Department and/or Assistant Fire Chief as necessary to insure proper compliance and/or enforcement actions are taken.
3. Determines applicability of statutes, codes & regulations, and enforcement action to be taken, issues citations or directions for compliance. Participates in legal action against violations, and testifies as an expert witness in court when necessary.
4. Develops and maintains a comprehensive electronic inspection records system to effectively document inspections, violations, corrective actions, and mandatory reporting requirements. Works with the town Building Inspection Office to manage inspection and permitting requests, completion and fee structure.



5. Reviews plans and specifications for multiple occupancies with mixed use to insure compliance with State of New Hampshire Fire Codes; makes necessary recommendations.
6. Investigates complaints and violations of the State of New Hampshire Fire Code.
7. Investigates complaints related to hazardous waste and materials, and coordinates inspections of and documentation of all underground and above ground fuel storage tanks.
8. Inspects all commercial establishments to insure compliance with fire codes.
9. Issues assembly permits and conducts inspections
10. Prepares reports in an accurate and timely fashion.
11. Submits a weekly report to the Fire Chief detailing all activities under his/her command.
12. Insures all inquiries are answered in a prompt and professional manner.
13. Represents the department on the Stratham E911 committee and assists with road names, numbering and compliance with State of NH E911 best practices.
14. Assists the Operations Training Officers conducting classes and developing programs as appropriate.
15. May represent the department on various state and regional committees related to fire and building code review, and fire prevention & public education.
16. Develops a cooperative and supportive relationship with both internal and external stakeholders.
17. Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED BY THE POSITION:

1. Knowledge of the fire department operations, technology, practices and policies.
2. Knowledge of the geography and population patterns of the jurisdiction.
3. Knowledge of modern firefighting and EMS principles, procedures, techniques and equipment.
4. Knowledge of the department rules and regulations, state & federal laws, and town ordinances.
5. Knowledge of supervisory and administrative practices and procedures.
6. Ability to communicate effectively both orally and in writing.
7. Skill in planning, organizing, analyzing, decision-making and problem solving.
8. Skill in the use of office equipment, including a computer and calculator.
9. Skill in public and interpersonal relations.



10. Ability to insure compliance with safety practices and procedures common to emergency service delivery.
11. Ability to establish and maintain effective working relationships with town officials, other agencies, service and community organizations, businesses and the public.
12. Ability to evaluate performance, analyze weakness and apply corrective action.
13. Ability to compile reports that are complete, accurate and timely.
14. Ability to organize staff to ensure maximum efficiency and productivity for all programs and activities.
15. Ability to maintain high morale within the department and to set and maintain a positive role model for all personnel.

PHYSICAL DEMANDS: The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 pounds, crouching or crawling in restricted areas.

WORK ENVIRONMENT: The work environment involve high risk with exposure to potentially dangerous situations or unusual environmental stress, which require a range of safety and other precautions (e.g. working at great heights under extreme outdoor weather conditions, subject to possible physical injury, or similar situations where conditions cannot be controlled).

MINIMUM QUALIFICATIONS:

1. Minimum State of NH Certified Firefighter Level 2, NH State Fire Inspector 1 (*Fire Inspector 2 National Registry / State of NH EMR, (EMT or AEMT preferred). Fire Investigator certification/ experience preferred but not required.*
2. Knowledge and level of competency commonly associated with the completion of an Associate's Degree in Fire Science, Emergency Management, Public Administration or related field, experience in progressive fire service leadership as a Company Officer or higher.
3. Specific certified training as Fire Inspector I, (*Fire Inspector II highly desirable*). Experience sufficient to thoroughly understand the diverse objectives and functions of the position usually interpreted to require ten (10) years of general fire service experience.
4. Possession of, or ability to readily obtain, a valid driver's license issued by the State of New Hampshire for the type of vehicle or equipment operated (CDL-B).
5. Outside candidates are subject to pre-employment background checks, including credit, criminal record and driving record check.

From: [David Moore](#)
To: [Karen Richard](#)
Subject: FW: Town of Stratham - DWGB Strategic Planning Grant
Date: Monday, March 27, 2023 11:47:03 AM

Karen,

Can you please make this a correspondence item for April 3rd?

David M.

From: Deterling, Mathew <Mathew.G.Deterling@des.nh.gov>
Sent: Friday, February 03, 2023 10:43 AM
To: David Moore <dmoore@StrathamNH.gov>
Subject: Town of Stratham - DWGB Strategic Planning Grant

Hello David Moore

We are pleased to inform you that your project for addressing PFAS contamination has been selected for a grant award up to \$50,000 under the 2023 Drinking Water & Groundwater Bureau's Strategic Planning Grant Program.

Please provide a detailed scope of work to complete your project no later than **2:00pm on April 12, 2023**. The scope of work must include the following elements:

- Vision statement or summary of the project goals
- A minimum of three meetings with NHDES attendance: kick-off, mid-level and wrap up
- A tentative schedule
- Cost estimate
- List of deliverables
- Draft reports and documents shall be provided to NHDES in electronic format for review and comment
- Final documents shall be provided for NHDES in electronic format

The submitted scope of work **must be approved** by NHDES prior to entering into a grant agreement.

Once the scope of work is approved, paperwork to enter into a grant agreement will be created and the process will begin for Governor and Council's approval. Any work funded by the grant cannot be completed until after Governor and Council approval. **It is encouraged that the scope of work be submitted as early as possible** to start the process for approval and begin this important work.

Thank you,

Mat Deterling
NHDES
Drinking Water & Groundwater Bureau



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

EMAIL ONLY

March 21, 2023

Michael Houghton
Select Board Chair, Town of Stratham
10 Bunker Hill Avenue
Stratham, NH 03885

Subject: Stratham – Stratham Fire Department, 4 Winnicutt Road
DES Site #199507007, Project #39137

NHDES Site #199507007 - Stratham Fire Department (Electronic Correspondence), Wilcox & Barton, Inc. (Wilcox and Barton), dated March 9, 2023.

Annual Summary Report, prepared by Wilcox and Barton, dated January 5, 2023

Sampling Plan for Chisholm Farm Area, prepared by Wilcox and Barton, dated January 17, 2023

Dear Michael Houghton:

Please find enclosed the revised Groundwater Management Permit (GMP) Number **GWP-199507007-S-001** (Permit) approved by the New Hampshire Department of Environmental Services (NHDES). This Permit, originally issued on October 14, 2021, and revised on November 4, 2021, has been revised to reflect changes to the Groundwater Management Zone (GMZ) site monitoring program defined in Condition #13, as recommended in the above-referenced Electronic Correspondence and *Annual Summary Report* from Wilcox and Barton.

The following changes were made in the revised Permit:

- The GMZ has been modified to include 3, 5, 15, and 23 College Road, and 139 and 160 Portsmouth Avenue based on detections of per- and polyfluoroalkyl substances (PFAS) in groundwater exceeding New Hampshire Ambient Groundwater Quality Standards (AGQS). Additionally, 19 College Road will be included in the GMZ based on proximity to locations identified above and the likelihood of PFAS concentrations in groundwater exceeding AGQS.
- The January sampling event has been eliminated from the sampling program based on review of the point of entry (POE) treatment system effectiveness and sampling results collected as part of the GMP monitoring. Samples will be collected biannually (April and September) for PFAS analysis from the public water system locations, private water supply wells, and site monitoring wells included in the GMP.
- The schedule for submittal of Periodic Summary Reports has changed to December of each year to provide additional time for receipt and evaluation of laboratory data.

Please note that the Permit expiration date of October 13, 2026, remains unchanged and renewal of the Permit is required in accordance with the schedule defined in Permit Condition #4.

Based on our review of the information summarized in the above submittals and the recommendations provided by Wilcox and Barton, NHDES has the following additional comments:

Electronic Correspondence and 2022 Annual Report

- In January, April, and September 2022, samples were collected for PFAS analysis from the monitoring wells and water supply wells required in the GMP, and results were generally consistent with historical data collected at the site.
- Samples were collected for PFAS analysis from 139 Portsmouth Avenue in December 2022 as part of POE system installation activities.
- Samples were collected for PFAS analysis from 3 College Road and 160 Portsmouth Avenue in January 2023 as part of routine GMP monitoring. PFAS concentrations exceeded AGQS at both locations, and POE systems will be installed in the near future. The results of all samples collected in January 2023 will be submitted in a future report.
- POE treatment systems have been installed where required by NHDES, except for 164 Portsmouth Avenue, which is pending installation from the property owner.
- NHDES agrees with Wilcox and Barton's recommendation to continue efforts to obtain permission from the owner to install a POE treatment system at 164 Portsmouth Avenue and conduct maintenance on the POE treatment system serving the Stratham Green Condominiums.
- NHDES agrees with Wilcox and Barton's recommendation to collect samples for PFAS analysis from private wells at the following locations: 19 College Road, 148, and 154 Portsmouth Avenue (no samples have been collected for PFAS); 172 Portsmouth Avenue and 17 Winnicutt Road (one sample has been collected for PFAS); and 25 College Road (one untreated sample has been collected for PFAS). NHDES understands that electrical power is not available to 19 College Road, but requests that Wilcox and Barton collect a sample when possible once power becomes available to the well pump.
- Please collect a sample for PFAS analysis from 8 Winnicutt Road to confirm the September 2022 results that were below AGQS for PFAS.
- Please include 19 College Road in the Receptor Table in future submittals.
- In May 2022, NHDES requested information related to the two POE treatment systems installed at 145 Portsmouth Avenue. Specifically, NHDES would like to understand where the two systems are installed in relation to each other (e.g., in-line or in parallel) and the location of the sample collection point; however, the requested information has not been received to date. Please provide the requested information in the next data transmittal, due by March 31, 2023.
- In correspondence dated July 6, 2022, NHDES requested inclusion of a table in each periodic summary report to track and evaluate the performance of each POE treatment system. NHDES further requested that the table include system operation and maintenance event information (including dates of system installation, sample collection, and filter/equipment change outs), duration of system operation, and total volume treated (in gallons) between carbon change outs (if available), influent, mid, and effluent PFAS sample concentrations (as applicable), and system removal efficiency.

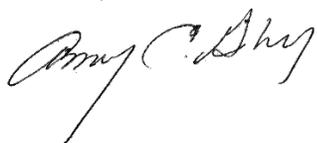
Appendix F of the Annual Report includes maintenance logs for the POEs installed by as part of the GMP. The maintenance logs provide the dates for the system installation and sampling and water treated between events; however, a table was not included that summarized performance of each system (including the filter / equipment changeouts, system operation, treated water volume, and system removal efficiency). Please include the requested summary table for 2022 in the next data transmittal, due by March 31, 2023, and in subsequent annual reports.

Sampling Plan for Chisholm Farm Area

- NHDES concurs with the proposed Sampling Plan for Chisholm Farm Area.

Should you have any questions, please contact me at NHDES' Waste Management Division.

Sincerely,



Amy Gibney
Hazardous Waste Remediation Bureau
Tel: (603) 271-7022
Email: Amy.E.Gibney@des.nh.gov

ec: Russell Barton, Wilcox & Baron, Inc.
Madeleine Arold, Wilcox & Barton, Inc.
David Moore, Town Administrator, Town of Stratham
Matt Larrabee, Fire Chief, Town of Stratham
Attention Health Officer, Town of Stratham
Amy Renzi, P.G., State Sites Supervisor, HWRB
Margaret Bastien, P.E., ORCB
Cheryl Brown, P.G., ORCB
Emily Jones, DWGB



The
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
hereby issues
GROUNDWATER MANAGEMENT PERMIT NO. GWP-199507007-S-001
as revised
to the permittee
THE TOWN OF STRATHAM
to monitor the past discharge of
Per- and Polyfluoroalkyl Substances (PFAS)
at
STRATHAM FIRE DEPARTMENT
(4 Winnicutt Road)
In STRATHAM, N.H.
via the groundwater monitoring system comprised of
8 monitoring wells, 2 irrigation wells, and 29 private/public drinking water wells
as depicted on the Site Plan entitled
"Figure 2 - Vicinity Plan" and "Figure 3 - Site Plan"
Dated November 11, 2022, prepared by Wilcox & Barton, Inc.

TO: TOWN OF STRATHAM
10 BUNKER HILL AVENUE
STRATHAM, NH 03885

Date of Issuance: October 14, 2021
Date of Revision: November 4, 2021
Date of Revision: March 21, 2023
Date of Expiration: October 13, 2026

Pursuant to authority in N.H. RSA 485-C:6-a, the New Hampshire Department of Environmental Services (NHDES), hereby grants this Permit to monitor past discharges to the groundwater at the above-described location for five years, subject to the following conditions:

(continued)

STANDARD MANAGEMENT PERMIT CONDITIONS

1. The permittee shall not violate Ambient Groundwater Quality Standards adopted by NHDES (N.H. Admin. Rules Env-Or 600) in groundwater outside the boundaries of the Groundwater Management Zone, as shown on the referenced site plan, and including 3, 5, 15, 19, and 23 College Road and 139 and 160 Portsmouth Avenue.
2. The permittee shall not cause groundwater degradation that results in a violation of surface water quality standards (N.H. Admin. Rules Env-Wq 1700) in any surface water body.
3. The permittee shall allow any authorized staff of NHDES, or its agent, to enter the property covered by this Permit for the purpose of collecting information, examining records, collecting samples, or undertaking other action associated with this Permit.
4. The permittee shall apply for renewal of this Permit prior to its expiration date but no more than 90 days prior to expiration.
5. This Permit is transferable only upon written request to, and approval of, NHDES. Compliance with the existing Permit shall be established prior to Permit transfer. Transfer requests shall include the name and address of the person to whom the Permit transfer is requested, the signatures of the current and future permittees, and a summary of all monitoring results to date.
6. NHDES reserves the right, under N.H. Admin. Rules Env-Or 600, to require additional hydrogeologic studies and/or remedial measures if NHDES receives information indicating the need for such work.
7. The permittee shall maintain a water quality monitoring program and submit monitoring results to NHDES no later than 45 days after sampling. Samples shall be taken from the POE systems, drinking water supply wells, and monitoring wells as shown and labeled on the referenced site plans and listed in the following table in accordance with the schedule outlined herein:

Monitoring Locations	Sampling Frequency	Parameters
MW-101, MW-102, MW-103, MW-104, MW-105, MW-1, MW-3, and MW-5	April and September of each year	Per- and polyfluoroalkyl substances (PFAS) analysis by LC/MS/MS using isotope-dilution following methodologies based on USEPA Methods 533 or 537.1, or the protocols of the U.S. Dept. of Defense (USDOD) Quality Systems Manual 5.2 (or later version) Table B-15 and Static Water Levels

Monitoring Locations	Sampling Frequency	Parameters
<p><i>Public Water Systems*</i>:</p> <p>142 Portsmouth Avenue 149/151 Portsmouth Avenue 157 Portsmouth Avenue Stratham Green Condominium Wells #1, #2, and #3</p>	<p>Quarterly based on Drinking Water Groundwater Bureau sampling requirements</p>	<p>PFAS via EPA Method 537 Rev 1.1, EPA Method 537.1, or EPA Method 533</p>
<p><i>Private Wells with Point of Entry (POE) Treatment Systems** at the Following Addresses:</i></p> <p>2 College Road 4 College Road (Nursery Building) 4R College Road (Primary Well) 5 College Road 9 College Road 11 College Road 13 College Road 15 College Road 23 College Road 139 Portsmouth Road 145 Portsmouth Avenue 152 Portsmouth Avenue 156 Portsmouth Avenue 159 Portsmouth Avenue 161-2 Portsmouth Avenue 166 Portsmouth Avenue 4 Winnicutt Road</p>	<p>April and September of each year</p>	<p>PFAS analysis by LC/MS/MS using isotope-dilution following methodologies based on USEPA Methods 533 or 537.1, or the protocols of the U.S. Dept. of Defense (USDOD) Quality Systems Manual 5.2 (or later version) Table B-15</p>
<p><i>Private Wells without POE Treatment Systems at the Following Addresses:</i></p> <p>1 College Road 3 College Road 4R College Road (Irrigation Well) 6 College Road (Irrigation Well) 132 Portsmouth Avenue 160 Portsmouth Avenue 164 Portsmouth Avenue 7/7R Winnicutt Road</p>	<p>April and September of each year</p>	<p>PFAS analysis by LC/MS/MS using isotope-dilution following methodologies based on USEPA Methods 533 or 537.1, or the protocols of the U.S. Dept. of Defense (USDOD) Quality Systems Manual 5.2 (or later version) Table B-15</p>

*Samples shall be collected from system effluent only.

**Samples shall be collected from system influent, midfluent (for two-tank systems), and effluent. For two tank systems, only the influent and midfluent samples shall be analyzed initially. If PFAS are detected in the midfluent sample, the effluent sample shall be analyzed.

Sampling shall be performed in accordance with the documents listed in Env-Or 610.02 (e). Samples shall be analyzed by a laboratory certified by the U.S. Environmental Protection Agency, or NHDES pursuant to Env-C 300.

Summaries of water quality shall be submitted annually to NHDES' Waste Management Division, in the month of December, using a format acceptable to NHDES. The Summary Report shall include the information listed in Env-Or 607.04 (a), as applicable.

Please note that notification letters to homeowners where drinking water samples are collected shall be provided within 45 days of all monitoring events (or within 5 days of receipt of PFAS analytical results if after 45 days). If PFAS concentrations are detected above AGQS for post treatment drinking water or drinking water that is untreated prior to the tap, written notification is due to NHDES within 5 business days of obtaining knowledge of the results; NHDES also requests immediate verbal notification of the exceedance(s). Additionally, we request that the Town of Stratham provide bottled potable water immediately to those locations as an interim measure.

The Annual Summary Report shall be prepared and stamped by a professional engineer or professional geologist licensed in the State of New Hampshire.

8. Issuance of this Permit is based on the Annual Summary Report, dated January 5, 2023, and the historical documents found in NHDES file DES #199507007. NHDES may require additional hydrogeologic studies and/or remedial measures if invalid or inaccurate data are submitted.
9. Within 15 days of the date of NHDES approval of this Groundwater Management Permit, the permittee shall provide notice of the Permit by certified mail, return receipt requested, to all owners of lots of record within the Groundwater Management Zone that were not previously notified. The permittee shall submit documentation of this notification to NHDES within 45 days of Permit issuance.
10. Within 60 days of the date of NHDES approval of this Groundwater Management Permit, the Permit holder shall record notice of the Permit in the registry of deeds in the chain of title for each Map and Lot within the Groundwater Management Zone that was not previously recorded. **This recordation requires that the registry be provided with the name of current property owner and associated book and page numbers for the deed of each lot encumbered by this permit. Portions of State/Town/City roadways and associated right-of-way properties within the Groundwater Management Zone do not require recordation.** A copy of each recorded notice shall be submitted to NHDES within 30 days of recordation.

11. Within 30 days of discovery of a violation of an ambient groundwater quality standard at or beyond the Groundwater Management Zone boundary, the permittee shall notify NHDES in writing. Within 60 days of discovery, the permittee shall submit recommendations to correct the violation. NHDES shall approve the recommendations if NHDES determines that they will correct the violation.
12. All monitoring wells at the site shall be properly maintained and secured from unauthorized access or surface water infiltration.

SPECIAL CONDITIONS FOR THIS PERMIT

13. Recorded property within the Groundwater Management Zone shall include the lots as listed and described in the attached table titled Groundwater Management Zone Property Owner List – Site #199507007
14. The permittee shall update the ownership information required by Env-Or 607.03(a)(20) for all properties within the Groundwater Management Zone prior to renewal of the Permit, or upon a recommendation for site closure.

15. UNDEVELOPED LOTS WITHIN THE GROUNDWATER MANAGEMENT ZONE

Consistent with Env-Or 607.06(d), for each undeveloped lot, or portion thereof, which is within the Groundwater Management Zone and lacks access to a public water supply, the permittee shall contact the property owner annually to determine if a water supply well has been installed. The results of these inquiries shall be documented in each Annual Summary Report.

Upon discovery of a new drinking water supply well within the Groundwater Management Zone, the permittee shall provide written notification to NHDES and, to ensure compliance with Env-Or 607.06(a), submit a contingency plan to provide potable drinking water in the event the well is or becomes contaminated above the ambient groundwater quality standards. The potable water supply shall meet applicable federal and state water quality criteria. This plan shall be submitted to NHDES for approval within 15 days of the date of discovery.

The permittee shall sample the new supply well within 30 days of discovery. The well shall be sampled for all the analytical parameters included in Standard Condition # 7, unless otherwise specified in writing by NHDES. The permittee shall forward all analytical results to NHDES' Waste Management Division, and the owner of the drinking water supply well, within 7 days of receipt of the results.

If the results for the new well meet the ambient groundwater quality standards, the permittee shall continue to sample the new wells annually as part of the permit.

If the results for the new well indicate a violation of the ambient groundwater quality standards, the permittee shall notify the owner immediately and conduct confirmatory sampling within 14 days of receiving the original results.

Upon confirmation of a violation of the ambient groundwater quality standards in a new drinking water well, the permittee shall immediately implement the contingency plan to provide a potable drinking water supply that meets applicable federal and state water quality criteria.



Jeffrey M. Marts, P.G., Administrator
Hazardous Waste Remediation Bureau
Waste Management Division

Any person aggrieved by any terms or conditions of this Permit may appeal to the N.H. Waste Management Council ("Council") by filing an appeal that meets the requirements specified in RSA 21-O:14 and the rules adopted by the Council, Env-WMC 200. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council.

Information about the Council, including a link to the Council's rules, is available at <https://nhec.nh.gov/>. Copies of the rules also are available from NHDES' Public Information Center at (603) 271-2975.

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 114	4 Winnicutt Rd Stratham, NH	Town of Stratham c/o David Moore 10 Bunker Hill Ave Stratham, NH 03885	Book 4722/ Page 1104
Map 14/ Lot 041	157 Portsmouth Ave Stratham, NH	Stratham Realty LLC 157 Portsmouth Ave Stratham, NH 03885	Book 6220/ Page 0937
Map 17/ Lot 035	2 College Rd Stratham, NH	Parsons M H Sons Lumber Co. P.O. Box 450 York, ME 03909	Book 3260/ Page 0192
Map 17/ Lot 015	3 College Rd Stratham, NH	Schmidt Family Trust P.O. Box 252 Stratham, NH 03885	Book 5758/ Page 2343
Map 17/ Lot 034	4 College Rd Stratham, NH	David and Jeanne Short P.O. Box 715 Stratham, NH 03885	Book 3127/ Page 1105
Map 17/ Lot 032	4R College Rd Stratham, NH	David and Jeanne Short P.O. Box 715 Stratham, NH 03885	Book 3127/ Page 1105
Map 17/ Lot 017	5 College Rd Stratham, NH	Mary A. and Verne Edward Rawson III 5 College Road Stratham, NH 03885	Book 4248/ Page 1024
Map 17/ Lot 033	6 College Rd Stratham, NH	David and Jeanne Short P.O. Box 715 Stratham, NH 03885	Book 3127/ Page 1105
Map 17/ Lot 018	9 College Rd Stratham, NH	Verne E. Rawson, Jr. 9 College Rd Stratham, NH 03885	Book 6101/ Page 2914
Map 17/ Lot 019	11 College Rd Stratham, NH	Andrea J. and Alan P. Shine-Canty 11 College Rd Stratham, NH 03885	Book 3440/ Page 0722
Map 17/ Lot 020	13 College Rd Stratham, NH	Dennis and Gail Secore 13 College Rd Stratham, NH 03885	Book 5090/ Page 0871
Map 17/ Lot 021	15 College Rd Stratham, NH	Robert S. and Anne M. Fawcett 15 College Road Stratham, NH 03885	Book 2465 Page 1510
Map 17/ Lot 024	19 College Rd Stratham, NH	Wingate Woods, LLC 6 Patriots Road Stratham, NH 03885	Book 3818/ Page 2693
Map 17/ Lot 025	23 College Rd Stratham, NH	Michael J. and Margaret Desroches 23 College Road Stratham, NH 03885	Book 2759/ Page 0428

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 037	139 Portsmouth Ave Stratham, NH	JP Commons LLC 139 Portsmouth Avenue Stratham, NH 03885	Book 4690/ Page 2134
Map 17/ Lot 119	142 Portsmouth Ave Stratham, NH	Piper's Landing Partnership 142 Portsmouth Ave Stratham, NH 03885	Book 3299/ Page 0754
Map 17/ Lot 038	145 Portsmouth Ave Stratham, NH	Monterey Capital, LLC 340 Central Ave, Suite 202 Dover, NH 03820	Book 6232/ Page 0963
Map 17/ Lot 040	149/151R Portsmouth Ave Stratham, NH	Jedi Realty, Inc. 149 Portsmouth Ave Stratham, NH 03885	Book 5970/ Page 0024
Map 17/ Lot 117	152 Portsmouth Ave Stratham, NH	Leshas LLC 24 Pinewood Drive Stratham, NH 03885	Book 3370/ Page 1662
Map 17/ Lot 115	156 Portsmouth Ave Stratham, NH	Colleen D. Lake Revoc. Trust 156 Portsmouth Ave Stratham, NH 03885	Book 6032/ Page 2634
Map 17/ Lot 042	159 Portsmouth Ave Stratham, NH	RAMA Realty, LLC 159 Portsmouth Avenue Stratham, NH 03885	Book 6216/ Page 1182
Map 17/ Lot 089	160 Portsmouth Ave Stratham, NH	Chittenden Trust Company c/o M&T Bank Corporate Services 18 th Floor One M&T Plaza Buffalo, NY 14203	Book 3120/ Page 2103
Map 17/ Lot 043	161-2 Portsmouth Ave Stratham, NH	Ronald and Sandra Deane 161 Portsmouth Ave, Unit 2 Stratham, NH 03885	Book 5905/ Page 1574
Map 17/ Lot 088	164 Portsmouth Ave Stratham, NH	Blunt Family Revoc. Trust P.O. Box 268 Stratham, NH 03885	Book 5799/ Page 2128
Map 17/ Lot 087	166 Portsmouth Ave Stratham, NH	Robert McLaughlin and Barbara Smith P.O. Box 793 Stratham NH 03885	Book 3030/ Page 0293
Map 17/ Lot 031	Stratham Green Condominiums Stratham, NH	Stratham Green Condominium Unit Owners Association P.O. Box 69 Stratham, NH 03885	Book 2658/ Page 2480
Map 17/ Lot 031/ 001	1 Stratham Green Stratham, NH	Raymond and Kathleen Grenier 1 Stratham Green Stratham, NH 03885	Book 6061/ Page 1722

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 031/ 002	2 Stratham Green Stratham, NH	Walsh Revoc. Trust 2 Stratham Green Stratham, NH 03885	Book 4432/ Page 1042
Map 17/ Lot 031/ 003	3 Stratham Green Stratham, NH	Anthony Revoc. Trust 1998 3 Stratham Green Stratham, NH 03885	Book 3353/ Page 2324
Map 17/ Lot 031/ 004	4 Stratham Green Stratham, NH	Hockney Revoc. Trust 4 Stratham Green Stratham, NH 03885	Book 4413/ Page 2340
Map 17/ Lot 031/ 005	5 Stratham Green Stratham, NH	Louis, Jr. and Sharon Stamas 5 Stratham Green Stratham, NH 03885	Book 3486/ Page 2429
Map 17/ Lot 031/ 006	6 Stratham Green Stratham, NH	Eleanor and Jack Tishler 6 Stratham Green Stratham, NH 03885	Book 5379/ Page 1795
Map 17/ Lot 031/ 007	7 Stratham Green Stratham, NH	Goulet Revoc. Trust 7 Stratham Green Stratham, NH 03885	Book 6018/ Page 2923
Map 17/ Lot 031/ 008	8 Stratham Green Stratham, NH	Bohn Family Revoc. Trust 8 Stratham Green Stratham, NH 03885	Book 6060/ Page 2463
Map 17/ Lot 031/ 009	9 Stratham Green Stratham, NH	Albert and Ann Myer 9 Stratham Green Stratham, NH 03885	Book 5389/ Page 0540
Map 17/ Lot 031/ 010	10 Stratham Green Stratham, NH	Dandison Family Revoc. Trust 10 Stratham Green Stratham, NH 03885	Book 5389/ Page 2913
Map 17/ Lot 031/ 011	11 Stratham Green Stratham, NH	Scott and Christy Reid 214 Tennessee Circle Mooresville, NC 28117	Book 5053/ Page 2307
Map 17/ Lot 031/ 012	12 Stratham Green Stratham, NH	Hatch Family Protection Trust 12 Stratham Green Stratham, NH 03885	Book 5391/ Page 1450
Map 17/ Lot 031/ 013	13 Stratham Green Stratham, NH	Garron Luy Trust 13 Stratham Green Stratham, NH 03885	Book 5904/ Page 1821
Map 17/ Lot 031/ 014	14 Stratham Green Stratham, NH	Christy Lowe and Jeri Vail Vanden Bosch 14 Stratham Green Stratham, NH 03885	Book 5278/ Page 0771
Map 17/ Lot 031/ 015	15 Stratham Green Stratham, NH	Krauss Revoc. Trust 15 Stratham Green Stratham, NH 03885	Book 4972/ Page 2211

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 031/ 016	16 Stratham Green Stratham, NH	E.M.S. Realty Trust 16 Stratham Green Stratham, NH 03885	Book 5734/ Page 0377
Map 17/ Lot 031/ 017	17 Stratham Green Stratham, NH	Wilhelmina Florant 17 Stratham Green Stratham, NH 03885	Book 2833/ Page 2582
Map 17/ Lot 031/ 018	18 Stratham Green Stratham, NH	James and Millicent Goodwin 18 Stratham Green Stratham, NH 03885	Book 5786/ Page 1928
Map 17/ Lot 031/ 019	19 Stratham Green Stratham, NH	Richard P. Beeler Revoc. Trust and Kristen P. Kailian Revoc. Trust 19 Stratham Green Stratham, NH 03885	Book 5989/ Page 1006
Map 17/ Lot 031/ 020	20 Stratham Green Stratham, NH	Morse Trust of 2010 20 Stratham Green Stratham, NH 03885	Book 5347/ Page 1202
Map 17/ Lot 031/ 021	21 Stratham Green Stratham, NH	Lawrence Patriquin and Althea Sheaff 21 Stratham Green Stratham, NH 03885	Book 6250/ Page 1027
Map 17/ Lot 031/ 022	22 Stratham Green Stratham, NH	Fee Family Revoc. Trust 2020 22 Stratham Green Stratham, NH 03885	Book 6185/ Page 1377
Map 17/ Lot 031/ 023	23 Stratham Green Stratham, NH	Henderson Trust 23 Stratham Green Stratham, NH 03885	Book 4826/ Page 2235
Map 17/ Lot 031/ 024	24 Stratham Green Stratham, NH	Green Twenty-Four Realty Trust 24 Stratham Green Stratham, NH 03885	Book 3191/ Page 1946
Map 17/ Lot 031/ 025	25 Stratham Green Stratham, NH	Louise Perks 25 Stratham Green Stratham, NH 03885	Book 4912/ Page 0804
Map 17/ Lot 031/ 026	26 Stratham Green Stratham, NH	Stuart Family 2013 Trust 26 Stratham Green Stratham, NH 03885	Book 5518/ Page 0872
Map 17/ Lot 031/ 027	27 Stratham Green Stratham, NH	Sudduth Revoc. Trust 27 Stratham Green Stratham, NH 03885	Book 5131/ Page 0226
Map 17/ Lot 031/ 028	28 Stratham Green Stratham, NH	M&M Ficara Family Revoc. Trust 28 Stratham Green Stratham, NH 03885	Book 5562/ Page 0865
Map 17/ Lot 031/ 029	29 Stratham Green Stratham, NH	Sparks Revoc. Trust P.O. Box 615 Stratham, NH 03885	Book 6282/ Page 0977

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 031/ 030	30 Stratham Green Stratham, NH	Joyce Douglas 30 Stratham Green Stratham, NH 03885	Book 3374/ Page 2369
Map 17/ Lot 031/ 031	31 Stratham Green Stratham, NH	Michael and Martha Rowe 31 Stratham Green Stratham, NH 03885	Book 3129/ Page 2426
Map 17/ Lot 031/ 032	32 Stratham Green Stratham, NH	James and Cheryl Halepis 32 Stratham Green Stratham, NH 03885	Book 5098/ Page 0509
Map 17/ Lot 031/ 033	33 Stratham Green Stratham, NH	Kathryn Burns Lamphier 33 Stratham Green Stratham, NH 03885	Book 4798/ Page 2247
Map 17/ Lot 031/ 034	34 Stratham Green Stratham, NH	Cheryl and Marshall Lambrecht 34 Stratham Green Stratham, NH 03885	Book 5840/ Page 2177
Map 17/ Lot 031/ 035	35 Stratham Green Stratham, NH	Jean M. Sullivan Trust 2015 10 Long Hill Rd Stratham, NH 03885	Book 5668/ Page 2179
Map 17/ Lot 031/ 036	36 Stratham Green Stratham, NH	Stetson Family Revoc. Trust 36 Stratham Green Stratham, NH 03885	Book 4261/ Page 1927
Map 17/ Lot 031/ 037	37 Stratham Green Stratham, NH	Bailey Rye Residence Trust 37 Stratham Green Stratham, NH 03885	Book 3315/ Page 1430
Map 17/ Lot 031/ 038	38 Stratham Green Stratham, NH	Dow Revoc. Trust of 2018 38 Stratham Green Stratham, NH 03885	Book 5943/ Page 0227
Map 17/ Lot 031/ 039	39 Stratham Green Stratham, NH	Prazar Family Revoc. Trust 2015 39 Stratham Green Stratham, NH 03885	Book 5674/ Page 0175
Map 17/ Lot 031/ 040	40 Stratham Green Stratham, NH	Kimberly Beth Chapman 40 Stratham Green Stratham, NH 03885	Book 4978/ Page 2151
Map 17/ Lot 031/ 041	41 Stratham Green Stratham, NH	Paul and Helen Smith 41 Stratham Green Stratham, NH 03885	Book 3947/ Page 0963
Map 17/ Lot 031/ 042	42 Stratham Green Stratham, NH	Rogers Revoc. Trust 42 Stratham Green Stratham, NH 03885	Book 5693/ Page 1036
Map 17/ Lot 031/ 043	43 Stratham Green Stratham, NH	Michael And Linda Cassily 43 Stratham Green Stratham, NH 03885	Book 5465/ Page 1012

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 031/ 044	44 Stratham Green Stratham, NH	Richard Kelly and Laura Bahl 44 Stratham Green Stratham, NH 03885	Book 5870/ Page 0831
Map 17/ Lot 031/ 045	45 Stratham Green Stratham, NH	Louis and Emelia Chisea 45 Stratham Green Stratham, NH 03885	Book 2800/ Page 0819
Map 17/ Lot 031/ 046	46 Stratham Green Stratham, NH	Ricard Revoc. Trust 46 Stratham Green Stratham, NH 03885	Book 4390/ Page 1622
Map 17/ Lot 031/ 047	47 Stratham Green Stratham, NH	John C. Gallagher Revoc. Trust 47 Stratham Green Stratham, NH 03885	Book 6118/ Page 0185
Map 17/ Lot 031/ 048	48 Stratham Green Stratham, NH	Leonard W. Allen, III 48 Stratham Green Stratham, NH 03885	Book 5295/ Page 0671
Map 17/ Lot 031/ 049	49 Stratham Green Stratham, NH	Elizabeth Keniston and Kathryn and Nancy Hanlon 49 Stratham Green Stratham, NH 03885	Book 4765/ Page 1370
Map 17/ Lot 031/ 050	50 Stratham Green Stratham, NH	Peter Winkler Revoc. Trust and Dalma Winkler Revoc. Trust 50 Stratham Green Stratham, NH 03885	Book 5323/ Page 1762
Map 17/ Lot 031/ 051	51 Stratham Green Stratham, NH	Diane Smith 51 Stratham Green Stratham, NH 03885	Book 3964/ Page 0882
Map 17/ Lot 031/ 052	52 Stratham Green Stratham, NH	Richard Middleton 52 Stratham Green Stratham, NH 03885	Book 5550/ Page 0517
Map 17/ Lot 031/ 053	53 Stratham Green Stratham, NH	Rockefeller Family Revoc. Trust 2012 53 Stratham Green Stratham, NH 03885	Book 6171/ Page 2425
Map 17/ Lot 031/ 054	54 Stratham Green Stratham, NH	Hollylynn Jenness 54 Stratham Green Stratham, NH 03885	Book 6244/ Page 2915
Map 17/ Lot 031/ 055	55 Stratham Green Stratham, NH	Peter Cryans Revoc. Trust 55 Stratham Green Stratham, NH 03885	Book 3706/ Page 0986
Map 17/ Lot 031/ 056	56 Stratham Green Stratham, NH	56 Stratham Green Realty Trust 56 Stratham Green Stratham, NH 03885	Book 3512/ Page 1732

Table: Groundwater Management Zone Property Owner List - GWP-199507007-S-001

Tax Map / Lot No. / Sublot	Property Address	Owner Name and Address	Deed Reference (Book / Page)
Map 17/ Lot 031/ 057	57 Stratham Green Stratham, NH	James Appleby, Jr. Irrevoc. Trust 57 Stratham Green Stratham, NH 03885	Book 6143/ Page 0498
Map 17/ Lot 031/ 058	58 Stratham Green Stratham, NH	Darlene Santerre 58 Stratham Green Stratham, NH 03885	Book 5926/ Page 1304
Map 17/ Lot 031/ 059	59 Stratham Green Stratham, NH	Dennis and Jaqueline Stone 59 Stratham Green Stratham, NH 03885	Book 2802/ Page 1929
Map 17/ Lot 031/ 060	60 Stratham Green Stratham, NH	Sarah Conant 60 Stratham Green Stratham, NH 03885	Book 5009/ Page 0181

CHAPTER 01-19- PARKING ON JACK RABBIT LANE AND JACK RABBIT PARKING LOT

01-19-01 AUTHORITY: Pursuant to the authority under the NH RSA 31:39, RSA 31:102, RSA 41:11, RSA 47:17, RSA 231:132a, and any other applicable statute under New Hampshire law, the following ordinance is enacted.

01-19-02 PURPOSE: With discretion of authority, this ordinance for parking on Jack Rabbit Lane and in the Jack Rabbit Lane parking area will be enforced to protect the public peace, preserve public law and order, promote safety and welfare, and ensure proper and decent conduct of the residents of Stratham and the general public.

01-19-03 DEFINITION: It shall be unlawful for any person, firm or corporation to stop, stand, or park, any vehicle or cause the same to stop, stand or park at any time on Jack Rabbit Lane. It shall be unlawful for any person, firm or corporation to stop, stand, or park, any vehicle or cause the same to stop, stand or park at any time on Jack Rabbit Lane parking area unless the vehicle has a Town of Stratham Resident sticker affixed to the passenger side front windshield.

01-19-04 ENFORCEMENT: The Chief of Police of the Town of Stratham or their duly appointed agents are hereby authorized to cite, summons, prosecute in the District Court or any other court having jurisdiction thereof, any person deemed to be in violation of this ordinance.

01-19-05 RESPONSIBILITY: All violations of this ordinance and charges shall be deemed the responsibility of the operator of said vehicle.

01-19-06 PENALTIES: All prohibited conduct outlined herein shall be defined as a violation under New Hampshire RSA 625:9 V, and a person found to be guilty of said violation shall be subject to the penalties of NH RSA 651:2 IV (a), or as otherwise outlined in Statute, except that option procedures set forth in Section 01-19-07 PROCEDURES FOR PAYMENT may be used in lieu of court proceedings for any violations.

01-19-07 PROCEDURES FOR PAYMENT:

- A) The owner or operator may, within 72 hours of time when they are summons, pay to the Stratham Police Department by mail or personal appearance the sum indicated by the issuing officer taken from the penalty schedule as a penalty in lieu of court proceedings.
- B) Failure by the owner or operator to make such payment within fourteen (14) calendar days will result in a second written notice of the violation. Failure of the owner or operator to make payment within five (5) business days after the second notice sent, may result in the issuance of a summons to the operator to appear in the District Court to answer charges of violating the ordinance as provided in RSA 231: 132-a.

01-19-08 Penalty: The owner or operator shall pay the fine of fifty (\$50.00) within 72 hours time of the violation served or attached to the vehicle. Failure of the owner or operator to make such payment within fourteen (14) days may cause for a summons to the district court to answer the violation of parking as defined in RSA 231:132-a.

01-19-09 EXCEPTIONS: Restrictions described in this chapter shall not apply when directed by a police officer or official or emergency purposes, or to emergency vehicles, town public works, building and maintenance vehicles, or school buses in the normal process of their duties. The Chief of Police or their designees is authorized and empowered to make and enforce temporary parking regulations to cover emergencies, special conditions and special events. Vehicles displaying either a handicap or veteran status designations are also exempt from the parking restrictions at Jack Rabbit parking lot.

01-19-10 REMOVAL: Any vehicle parked in violation of this ordinance may be ordered towed by the Stratham Police Department at the expense of the owner, or custodian of said vehicle.

01-19-11 SEVERABILITY: If any section, part of a section, chapter, provision, or amendment of this ordinance is declared or deemed invalid or unconstitutional, it shall not be held to invalidate, force, or effect any of other section, or sections, or part of sections, or chapter and provisions of the ordinance.

Town Ordinances and Applicable Fines

Chapter 1-01: Ordinances Governed by the Stratham Police Department

Fines: N/A

Chapter 1-02: Alarm Device or System

Fines: \$50 for violating provisions of the chapter

\$50 for each false alarm after three (3)

\$250 for violation of rules & regulations for alarm systems

Chapter 1-03: Hawkers, Peddlers, Vendors

Fines: \$40 per application for permit

Chapter 1-04: Solicitation of Funds & Sale for Charitable or Religious Purposes (Repealed)

Chapter 1-05: Prohibited Practices in Public Places

Fines: \$500 per occurrence

Chapter 1-06: Use of Unused Portions of Dead End Roads

Fines: N/A

Chapter 1-07: Annual Evaluation of Speed Limits

Fines: N/A

Chapter 1-08: Regulation of Traffic on River Road

Fines: \$20 fine

If not paid within 48-hours, written notice and \$35 fine

Chapter 1-09: Parking Regulations

Fines: \$20 base fine

\$50 Fire Hydrant Violation

\$50 Fire Lane Violation

\$250 Handicapped Parking Violation

Chapter 1-10: Parking Ban – Snow Removal

Fines: \$20 first offense

\$30 second offense (within same season)

\$50 subsequent offense (within same season)

Chapter 1-11: Animal Control – Stevens Park

Fines: \$50 first offense

\$100 second offense – committed within 12 months

Chapter 1-12: Animal Control – Stratham Hill Park

Fines: \$25 first offense
\$50 second offense – within 12 months

\$50 first menace or nuisance offense
\$100 subsequent offense – within 12 months

\$100 first vicious offense
\$200 subsequent offense – within 12 months

Chapter 1-13: Animal Control – Public Cemeteries

Fines: \$50 first offense
\$100 subsequent offense – within 12 months

Chapter 1-14: Regulation of Dogs

Fines: \$25 first offense
\$50 second offense – within 12 months

\$50 first menace or nuisance offense
\$100 subsequent offense – within 12 months

\$100 first vicious offense
\$200 subsequent offense – within 12 months

Chapter 1-15: Noise

Fines: N/A)states covered under 5.2.2 Zoning Ordinance which is below under 8.01 @
\$100 per event

Chapter 1-16: Unnecessary Vehicle Noise:

Fines: \$50 for each offense

Chapter 1-17: Snow Obstruction in a Public Travel Way

Fines: \$20 first offense
\$30 second offense (within same season)
\$50 subsequent offense (within same season)

Chapter 1-18: No Thru Trucking – Frying Pan Lane

Fines: \$50 first offense
\$100 second offense – within 12 months
\$200 subsequent offense – within 12 months

Chapter 2-01: Solid Waste Removal & Litter (Revised October 2022)

Fines: Not less than \$100, nor more than \$3,000 per violation

Chapter 3-01: Indemnification of Damages

Fines: N/A

Chapter 4-01: Stratham Hill Park Regulations

Fines: N/A

Chapter 4-02a: Stratham Hill Park Fees & Use

Fines: N/A

Chapter 4-03: Stratham Hill Park Hunting

Fines: N/A

Chapter 5-01: Care, Protection, Preservation & Use of Public Institutions

Fines: Not less than \$25, nor more than \$100

Chapter 6-01: Sale & Use of Fireworks

Fines: N/A

Chapter 7-01: Building Ordinance

Fines: As set by RSA 676:17

Chapter 7-02: Building Permit Fees

Fines: N/A

Chapter 7-03: Home Occupation Permit & Fees

Fines: \$100 per violation

Chapter 7-04: Ventless Heaters

Fines: \$100 per day that violation occurs

Chapter 8-01: Zoning Ordinance

Fines: \$100 per day that a violation exists

Chapter 8-02: Subdivision Regulations (Amended May 2021)

Fines: N/A

Chapter 8-03: Site Plan Review Regulations (Amended 2022)

Fines: N/A

Town of Stratham Investment Policy

A. Summary

The Town of Stratham Investment Policy provides guidelines to support the appropriate management of investments with the aim to achieve the best possible results for the Stratham taxpayer, considering such matters as safety, liquidity, return on investment and timeliness. The Town Treasurer is responsible for setting investment strategy and oversees the daily execution of policy in accordance with New Hampshire Statute RSA 41:29.

B. Scope

The investment policy applies to all public funds held in the custody of the Town Treasurer. This does not include funds held by the School District, Library Trustees or Trustees of the Trust Funds. The funds held by the Treasurer are accounted for in the Town's annual audited financial reports. This policy does not apply to funds held in escrow or for performance bonds, which are held in an interest-bearing deposit account at an approved banking institution.

C. Guiding Parameter to Determine When and How Much to Invest

Whenever the treasurer has in custody an excess of funds which are not immediately needed for the purpose of expenditure, the treasurer shall determine if to invest excess funds would offer either greater safety or better return on investment, or both, and if so, shall then select an investment vehicle in accordance with the investment policy adopted by the Select Board. The Treasurer shall present recommendations of the amount, and intended investment vehicle and institution, to the Select Board for approval prior to transferring funds from the operating account.

D. Objectives

1. **Secure preservation of principal** by minimizing custodial credit risk and interest rate risk. The Town will minimize risk by limiting investments to the safest types of securities such as deposit accounts, certificates of deposits and short term securities listed under the Authorized Investments section of this policy. Investments will be secured by appropriate insurance and collateralization.
2. **Maintain sufficient liquidity** to meet operating cash flow requirements that are reasonably anticipated.
3. **Attain market-average rate of return on investments taking** into account a. and b. above.
4. **Satisfy all legal requirements.**

E. Delegation of Authority

New Hampshire Statute RSA 41:29 is the legal authority under which the Town Treasurer operates. The responsibility for conducting investment transactions resides with the Town Treasurer, with the approval of the Select Board. The Treasurer shall act in accordance with the Town Investment Policy. No person may engage in an investment transaction except as provided under the terms of the Town Investment Policy and the procedures hereby established.

F. Prudence and Ethical Standards

The standard of prudence to be used by the Treasurer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Such employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Such employees and officials shall refrain from undertaking personal investment transactions with the same individual/entity with which business is conducted on behalf of their Town.

G. Investment Parameters

1. Authorized Investments

The following investments will be permitted by this policy:

- i. Participation units in the New Hampshire Public Deposit Investment Pool (NHPDIP)
- ii. Interest-bearing deposits in a federally insured bank chartered under the laws of New Hampshire or the federal government with a branch in NH. Each bank is required to comply with the Collateral Requirement section within this policy. Deposits may include money market accounts, certificates of deposits, repurchase agreement and all other types of interest bearing accounts.
- iii. Funds may be deposited in federally insured banks outside of New Hampshire if such banks pledge and deliver third party custodial bank or regional Federal Reserve Bartle collateral security for such deposits of the following types: US government obligations, US government agency obligations, or obligations of the state of New Hampshire in value at least equal to the amount of deposit in each case.
- iv. Obligations fully guaranteed as to principal and interest by the US Government including: US Treasury bills, bonds and notes, Government National Mortgage Association (Ginnie Mae or GNAMA), Export-Import Bank (EXIMBANK), Small Business Administration (SBA), Farm Services Agency (FSA), General Services Administration (GSA), Maritime Administration. Refer to: GF0A Elected Officials Guide to Investing (at www.gfoa.org).

2. Collateral Requirement

The Town Treasurer shall insure that prior to acceptance of any moneys for deposit or investment, the federally insured bank shall make available at the time of such deposit or investment to have such funds secured by collateral having a value at least equal to the amount of such funds. Such collateral shall be segregated for the exclusive benefit of the town. Collateral may be held in the name of the town with a third-party custodial bank or with the banks trust department. Collateral may also be pledged as an Irrevocable Letter of Credit.

Each collateral agreement must be in writing, approved by the Board of Directors of the depository institution or its delegated Officers (with approval reflected in the minutes), and, continuously, from the time of its execution, stand as an official record of the depository institution. Each institution must provide the town with a corporate resolution or secretary certificate stating the specific person(s) authorized to pledge the agreement, the type of agreement and the dollar amount.

3. Selection of Primary Banking Institution

The Town Treasurer shall determine the primary banking institution to be used by the Town, in conjunction with the Finance Administrator, Town Administrator and the Select Board, who is responsible for establishing the budgetary parameters under which the Town Treasurer may operate. The Town Treasurer and the Finance Administrator shall periodically review the banking relationship and determine if there is a need to undertake a competitive bidding process for the selection of banking, investment and/or cash management provider(s). If a competitive bid is sought, the investment of Town funds, in accordance with this policy, will be a key consideration in assessing and awarding such bid. Once awarded, it is the responsibility of the provider to maintain investments within the parameters of this policy, with the understanding that each individual investment will not necessarily be competitively bid by the provider, but will meet the investment criteria as proposed and agreed.

4. Performance Evaluation

The Town shall require, from any institution in which investing activity is conducted, sufficient routine reports/documentation to enable an accurate evaluation to be made as to the results of the Town's investment program as it relates to the Town's stated objectives, guidelines and policies, and to assist in revealing areas for potential improvement.

H. Reporting

The Treasurer shall report the Town's general fund cash position to the Select Board on a monthly basis. On a bi-annual basis (April and October), the Treasurer shall provide an update on the Town's investments.

At the close of each fiscal year, the Treasurer shall make a report to the Town providing an account of the financial transactions during the year and account balances at year end.

Policy Considerations

This policy may be amended by a majority vote of the Select Board, at a regularly scheduled Board meeting. Any amendments made will take effect the Monday immediately after the meeting and after being recorded with the Town Clerk. The policy will be reviewed and adopted annually by the Board.

IN WITNESS THEREOF, this Policy is hereby approved and adopted by the Select Board for the Town of Stratham, on this, the 3rd day of April 2023.

ATTEST: Select Board:

Michael Houghton, Chair

Allison Knab, Select Board Vice Chair

Joseph Anderson, Select Board

UNDER SEAL OF THE TOWN, received, filed and recorded on this

_____ (day) _____ (month) _____ (year)

ATTEST:

Town Clerk

Acknowledgement of Receipt:

Town Treasurer

Town of Stratham

Reconciliation Policy

March 31, 2023

Approved April 3, 2023

NH RSA 41:9 assigns a series of fiduciary duties to the Select Board, including the responsibility for establishing and maintaining appropriate internal control procedures to ensure the safeguarding of all town assets and properties. Proper internal controls are essential to protecting the Town's assets and are invaluable to mitigating the risk of loss and fraud. Additionally the adoption of financial policies helps to provide stability and continuity in the financial operations of the town.

The purpose of this policy is to establish the practice of periodic reconciliations intended to protect the Town's largest asset – cash. The objective of the policy is to identify and implement procedures that serve as checks and balances to safeguard the Town's cash and to ensure the integrity of the financial and accounting records. The best practice is to require periodic reconciliations of each bank account upon the availability of the monthly bank statement, and to incorporate the segregation of duties into the performance of the reconciliation.

The Town of Stratham segregates the duties of cash revenue management between the Treasurer, who is the custodian of cash, and the Finance Administrator, who is responsible for maintaining accounting and financial records. The Treasurer, who is the signatory on all cash accounts, shall not have access to the accounting system and the Finance Administrator, who is established with control over the general ledger accounting system, shall not be given the authority for cash access (check signatory). Each of these roles are responsible for maintaining an adequate record of the inflows and outflows of cash resources to the degree that will enable the end of month balance as reflected in their record to be reconciled to the monthly bank statement. The reconciliations of the Treasurer will be compared to that of the Finance Administrator for determination of any variance. It is expected that any variance will initiate an investigation to determine the explanation for the variance (missing information, errors in entries or source documents, or timing differences) and ultimately explained and the appropriate corrections shall be made.

The frequency and timing of the reconciliations to the bank statements shall be initiated monthly and completed in a timely manner, with the expectation that both the Finance Administrator's and the Treasurer's reconciled balances will have any variances resolved within thirty days of the availability of the monthly statement. Both reconciliations will be filed together with the associated bank statement, and the file shall include a copy of the month's balance sheet, which shall report the same cash balance for the reconciliation process to be considered complete and accurate. These filed records are available to be accessed by the Select Board and Administration as requested.

Additionally, the account balance dollar amount as reconciled shall be included on the monthly Financial Summary Report provided by the Finance Administrator to the Select Board and Town Administrator at the second monthly meeting of the Board. Entry of an amount in the field indicates the amount has been reconciled, except in the case that the reconciliation has not yet occurred, in which case the amount may be entered in blue to indicate a bank balance yet to be reconciled, and only provided for purpose of reference.

The regular performance of these procedures provides both assurance of the accuracy of the accounting records and the security of the Town's cash assets.



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: Release of Funds Request

Date: March 22, 2023

As you may recall, this year the police department will only purchase an administrative cruiser as part of our on-going fleet replacement program. The total cost of this year's administrative cruiser came to a total of **\$47,813.00**.

I am requesting the following funding sources to meet this cost:

- \$25,000 from the 2023 Cruiser Replacement Program CIP
- \$7460.49 from previous unexpended Cruiser Replacement Program CIP
- \$15, 352.51 from the Police Detail Account

The outfitting of this front-line cruiser will be accomplished also using funds from the Police Detail Account at cost of **\$11,355.00** which includes emergency lighting, antennae, graphics, siren and computer mounting.

Lastly, I am requesting that the Select Board approve the expenditure of **\$5,017.74** from the Radio Communications Equipment Capital Reserve Fund in order to purchase the cruiser radio. Currently, there is a balance of \$52,000 in that fund.

I have provided an attachment of the cruiser cost, equipment costs and cruiser radio cost for your review. Should you have any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Respectfully submitted,

Anthony King

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



Proposal

1264

Date: 3/17/2023

Name / Address:

Phone : 603-436-2954

Stratham Police Department
 76 Portsmouth Avenue
 Stratham, NH 03885

E-mail us : automotivetailors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Pierce	Net 15	753

Combining vision and craftsmanship to transform your vehicle. We are your Automotive Tailors.

Qty	Item	Description	Total
		2023 Admin Ford Explorer: Provide & Install Public Safety Equipment	
2	I2E	Front Lighting ION™ DUO™ Series Linear-LED® Blue/White, Individual Control of each Color, Black Housing	300.00
2	TLI2E	ION T-SERIES LINEAR DUO B/W	290.00
2	VTX609B	Vertex Super-LED HAW Lamp. Self Contained. Blue (Single Unit)	190.00
2	LINSV2B	Side / Intersection Lighting Whelen V-Series, Combination 180 Degree Warning and Puddle Light Combination. Blue	480.00
1	LSVBKT50	Ford Police Interceptor Utility 2020-C, Under-the-Side View Mirror Mount for Two LINSV2 Series Sold Separately, Pair (For use with Ford's Factory Side Marker LED Side View Mirror Option)	35.00
2	IONB	ION™ Series Super-LED Universal Light , w/Universal Mount, Scan-Lock™ Flash Patterns and a 4-wire Pig Tail (BLUE) Black Housing	290.00
2	VTX609B	Rear Lighting Vertex Super-LED HAW Lamp. Self Contained. Blue (Single Unit)	190.00
2	VTX609C	Vertex Super-LED HAW Lamp. Self Contained. White (Single Unit)	190.00
2	TLMIB	Rear Hatch Open Lighting MINI ION T-SERIES LIGHT BLUE	230.00
1	Low Pro Promo Ford Utility BW50UFX	Low Pro Lighting Package SPECIAL ORDER ITEM BW50UFX - WCX DUO Inner Edge XLP 12LT 20 UTILITY - Blue/White	3,500.00
1	BS508	SPECIAL ORDER: RST Rear inner Edge 20+ Ford Utility Blue/Amber	0.00
1	C399	CENCOM CORE WCX CONTROL CENTER	0.00
1	CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	0.00
1	C399K4	OBDII CANPORT CABLE KIT FORD INTERCEPTOR SUV	0.00
1	SA315U	SA315U SPEAKER, BLACK PLASTIC (Replaces SA315P)	0.00
1	SAK66P	Ford Police Interceptor Utility, 2020, Passenger Side Grille	0.00
		Promo Subtotal	3,500.00
1	CEM16	WeCanX 16 OUTPUT EXPANSION MOD	210.00
1	Siren	Whelen HWLFE29 Siren Amplifier with One Speaker, Includes Mounting Bracket for 2020-2022 Ford Police Interceptor Utility	500.00

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



<h1>Proposal</h1>
<h2>1264</h2>
Date: 3/17/2023

Name / Address:

Phone : 603-436-2954

Stratham Police Department
 76 Portsmouth Avenue
 Stratham, NH 03885

E-mail us : automotivetailors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Pierce	Net 15	753

Combining vision and craftsmanship to transform your vehicle. We are your Automotive Tailors.

Qty	Item	Description	Total
1	C-VS-1012-INUT	Console 2020 Ford Utility - 22' Angled Low Profile Console	550.00
1	C-EB25-XTL-1P	Equipment Mounting Bracket (Moto)	0.00
1	C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00
1	CUP2-1001	Self-Adjusting Double Cup Holder	65.00
1	C-ARM-103	Molded Armrest with Hinged Cushion	165.00
1	MMCLIP	Magnetic Mic Clip	40.00
1	Computer	Computer Mount Havis DS-GTC-312-3 Docking Station For Getac V110 Convertible Notebook With Triple Pass-Thru Antenna Connections & LIND Power Supply	1,100.00
1	PKG-PSM-3006	2020 Ford Utility - Premium Passenger Side Mount Package	750.00
1	CG-X	CHARGE GUARD automatic on/off timer switch.	105.00
1	STINGER DS LED HL	Interior Accessories Stinger DS LED HL High Lumen w/ 12V DC	160.00
1	60605	Antenna System Heavy Duty 1/4 w/Spring 132-525MHz .	55.00
1	3080384M48	NMO Mount 17' Antenna Cable	25.00
1	2880376E84	Mini UHF Antenna Connector (ea.)	5.00
1	Distro Large	Installation & Materials Blue Sea Systems 5032 ST Blade Split Bus Fuse Block, 12 Circuits, 30A-100A - Bulk Packaging	110.00
1	HP8	Hardware Package, Wire, Loom, ZipTies, Fuses, Fuse Holders, Fasteners, etc.	400.00
1	Vehicle Upfit - Admin	Labor Admin Vehicle Upfit	1,350.00
1	Add Mirror Lights	Installation of Mirror Mounted or Door Mounted Lights at Time of Vehicle Upfit	250.00
	Terms and Conditions	TERMS AND CONDITIONS: By signing this proposal, you agree to the following terms and conditions: •Special Order items: All special-order items will be invoiced out to the customer when the order is placed. Please be sure the PO for this job will allow for multiple payments. If you need the special-order items quoted on a separate proposal, let us know and we will be happy to accommodate that request. •Please note that special order items may take 12-16 weeks for delivery from the manufacturer. This includes but is not limited to; Lightbars (interior & exterior),	0.00

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

Subtotal

Sales Tax (0.0%)

Total

New England Vehicle Outfitters
40 Old Dover Road
Suite 12
Newington, NH 03801



<h1>Proposal</h1>
<h2>1264</h2>
Date: 3/17/2023

Name / Address:

Phone : 603-436-2954

Stratham Police Department
 76 Portsmouth Avenue
 Stratham, NH 03885

E-mail us : automotivetailors@ne-vo.com

P.O. No.:	Terms	Rep:
D. Pierce	Net 15	753

Combining vision and craftsmanship to transform your vehicle. We are your Automotive Tailors.

Qty	Item	Description	Total
		Command/Storage Cabinets, Non-Inventory Light heads, Partitions, and Vinyl Graphics. •There are NO RETURNS or CANCELLATIONS on special-order items. •The remaining non-special-order equipment will be invoiced to the customer as soon as all items are here and staged for this job; regardless of when the vehicle is expected to be delivered. •Labor and Installation Materials will be invoiced upon completion of work. •Payments for invoices are due in the timeframe established in the customers terms, this is notated on the invoice as well. Beginning at 30 days past-due, unpaid invoices will incur 5% late fee every 30 days. • Returned goods and/or canceled orders may be subject to a restocking fee of up to 50%. •Additional products or services provided outside of the original scope of this proposal will be subject to additional charges. •Delays caused by other vendors, including vehicle manufacturers and delivery delays may affect the scheduling and completion timeframe of your vehicle. •Hardware Package pricing is subject to change without notice. •NEVO will not store customer supplied or customer owned equipment; before or after vehicle upfit is complete. •Equipment purchased from other vendors should be shipped to the customers location. •Items purchased from other vendors can be delivered to NEVO no more than 30 days prior to the scheduled build date. •Customer supplied equipment left at NEVO longer than 30 days will be subject to a monthly storage fee of \$100 per month •NEVO guarantees the quality of their craftsmanship and warranties the installation from any defects caused by the installation for as long as the original customer owns the vehicle. •NEVO reserves the right to deny reimbursement for repairs that are made elsewhere prior to NEVO being made aware of the situation and provided the opportunity to inspect and address the issues first. This will be addressed on a case by case basis. •Customer Signature _____ Date _____	

Thank you for taking the time to review my proposal. Sign and return to accept. Valid for 30 days.

Subtotal

Sales Tax (0.0%)

Total

Billing Address:
 STRATHAM POLICE DEPT
 76 PORTSMOUTH AVE
 STRATHAM, NH 03885
 US

Quote Date:03/06/2023
 Expiration Date:05/05/2023
 Quote Created By:
 Kelly McGrenaghan
 Senior Account Manager, MR
 kmcgrenaghan@2-way.biz
 603-431-6288 x 1795

End Customer:
 STRATHAM POLICE DEPT
 Lt. David Pierce
 dpierce@strathampd.org
 603-778-9691

Contract: 19860 - NASPO 00318

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	1	\$3,253.00	\$2,374.69	\$2,374.69
1a	G48BD	ENH: CONVENTIONAL OPERATION APX6500	1	\$550.00	\$401.50	\$401.50
1b	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$17.00	\$12.41	\$24.82
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	1	\$327.00	\$238.71	\$238.71
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$288.00	\$288.00	\$288.00
1e	GA00092AU	ADD: APXM DUAL E5 CH	1	\$627.00	\$457.71	\$457.71
1f	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	2	\$79.00	\$57.67	\$115.34
1g	W12DK	ADD: RF PREAMP APX	1	\$73.00	\$53.29	\$53.29
1h	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$48.18	\$96.36



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$413.91	\$413.91
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$717.00	\$523.41	\$523.41
1n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$30.00	\$30.00	\$30.00

Grand Total

\$5,017.74(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

GREENWOOD EMERGENCY VEHICLES, LLC

530 John Dietsch Boulevard
North Attleboro, Massachusetts 02763
(508) 695-7138

FIRE APPARATUS PROPOSAL

March 27, 2023

THIS PROPOSAL HAS BEEN PREPARED FOR:

**STRATHAM FIRE DEPARTMENT
4 WINNICUTT ROAD
STRATHAM, NEW HAMPSHIRE 03885**

WE HEREBY PROPOSE TO FURNISH TO YOU, SUBJECT TO PROPER EXECUTION OF THE ATTACHED AGREEMENT BY YOU AND BY AN OFFICER OF THIS COMPANY, THE FOLLOWING VEHICLE AND EQUIPMENT TO BE BUILT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

QUANTITY: ONE (1)

MODEL: E-ONE CUSTOM PUMPER

PRICE: \$ 871,024.00

DELIVERY WILL BE **F.O.B. STRATHAM, NH** AFTER RECEIPT AND PROPER EXECUTION OF THE ATTACHED AGREEMENT BY BOTH PARTIES. VEHICLE WILL BE COMPLETED AT THE FACTORY **720 DAYS** AFTER RECEIPT OF SIGNED CONTRACT.

THIS PROPOSAL SHALL EXPIRE UNLESS ACCEPTED WITHIN **THIRTY (30)** DAYS AND MAY BE EXTENDED, IN WRITING, AT THE DISCRETION OF THE COMPANY.

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID OR PROPOSAL HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB OR OTHER ORGANIZATION, ENTITY OR GROUP OF INDIVIDUALS.

GREENWOOD EMERGENCY VEHICLES, LLC

**LORNA R. MARCOUX
DIRECTOR OF SALES & MARKETING**

CONTRACT

THIS CONTRACT MADE IN DUPLICATE, BY AND **BETWEEN GREENWOOD EMERGENCY VEHICLES, LLC.** - PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS "THE COMPANY", AND: **STRATHAM, NH**, BY ITS AUTHORIZED REPRESENTATIVES - PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS "THE BUYER", WITNESSETH AS FOLLOWS:

1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY'S SPECIFICATIONS AND THE BUYER'S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE COMPANY'S SPECIFICATIONS SHALL APPLY.
2. THE SAID VEHICLE AND EQUIPMENT SHALL BE DELIVERED BY THE COMPANY AFTER RECEIPT OF ORDER AND THE EXECUTION OF THE CONTRACT BY THE BUYER, AND THE RECEIPT AND ACCEPTANCE OF THE SAME BY THE COMPANY AT THE COMPANY'S OFFICE IN NORTH ATTLEBOROUGH, MASS. DELIVERY SHALL BE SUBJECT TO DELAYS DUE TO STRIKES, MATERIALS AVAILABILITY AND OTHER CAUSES BEYOND THE COMPANY'S CONTROL. VEHICLE AND EQUIPMENT SHALL BE ACCEPTED BY THE BUYER **F.O.B., STRATHAM, NH** INCLUDING ALL APPLICABLE FEDERAL AND STATE TAXES. IF THE BUYER OF THE PRODUCT IS EXEMPT FROM TAXES, IT SHALL BE THE RESPONSIBILITY OF THE BUYER TO COMPLETE THE ATTACHED TAX EXEMPT CERTIFICATE.
3. IF FULL ACCEPTANCE TESTS ARE REQUIRED TO BE PERFORMED AT THE BUYER'S LOCATION, SUCH TESTS SHALL BE MADE UPON ARRIVAL AT DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. IF DESIRED, A PUMP TEST (IF APPLICABLE) MAY BE PERFORMED AT THE COMPANY LOCATION, UNDER THE BUYER'S SUPERVISION, BEFORE SHIPMENT. IF NO SUCH TESTS ARE MADE, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS.
4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. LOOSE EQUIPMENT SHIPPED SEPARATELY SHALL BE INVOICED SEPARATELY, AND AMOUNTS PAID AGAINST SUCH INVOICES SHALL BE DEDUCTED FROM THE CONTRACT PRICE UPON FINAL SETTLEMENT.
5. THE BUYER AGREES TO MAKE THE VEHICLE OR EQUIPMENT AVAILABLE TO THE SELLER FOR DISPLAY PURPOSES AT TIMES CONVENIENT TO THE BUYER, WITH PRIOR AUTHORIZATION BY THE FIRE CHIEF, OR HIS OR HER DESIGNEE.
6. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF GREENWOOD EMERGENCY VEHICLES, LLC. BY AN OFFICER OF THE COMPANY. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER'S ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.

7. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.
8. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO LIMITED WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY THE MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.
9. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS SUCH AS EXTRICATION EQUIPMENT, SAWS, RAMS, ETC... THE COMPANY USES THIS EQUIPMENT ONLY FOR THE PURPOSE OF FABRICATING TRAYS AND BRACKETRY AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.
10. THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE.
11. DELIVERY INSTRUCTIONS SHALL BE GIVEN IN ACCORDANCE WITH A MUTUALLY AGREEABLE SCHEDULE. TRANSFER OF OWNERSHIP SHALL TAKE PLACE BEFORE DELIVERY INSTRUCTIONS BEGIN. THE BUYER AGREES THAT FIRE FIGHTERS PARTICIPATING IN DELIVERY INSTRUCTIONS MUST BE FAMILIAR WITH BASIC FIRE APPARATUS OPERATING PRINCIPLES. DRIVER TRAINING SHALL BE THE RESPONSIBILITY OF THE BUYER. BUYER HEREBY ACKNOWLEDGES THAT THE COMPANY HIGHLY RECOMMENDS THAT ALL INDIVIDUALS WHO WILL BE OPERATING THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT ATTEND A TRAINING PROGRAM OFFERED BY THE COMPANY AND THAT THE PURPOSE OF SAID TRAINING PROGRAM IS **NOT** TO INSTRUCT THE BUYER'S PERSONNEL ON SKILLS ONE WOULD ACQUIRE IN FIREFIGHTER TRAINING SCHOOL AND/OR PROFESSIONAL DRIVER TRAINING SCHOOL, BUT TO DEMONSTRATE THE FEATURES AND COMPONENTS OF THE EQUIPMENT PURCHASED HEREUNDER AND FAMILIARIZE BUYER'S PERSONNEL WITH THE PROPER USE AND OPERATION THEREOF. THE COMPANY FURTHER RECOMMENDS TO THE BUYER (1) THAT AS NEW PERSONNEL ARE ASSIGNED TO THE EQUIPMENT PURCHASED HEREUNDER TRAINING SESSIONS BE SCHEDULED FOR SUCH NEW PERSONNEL; AND (2) THAT REFRESHER TRAINING SESSIONS FOR ALL PERSONNEL OPERATING THE PURCHASED EQUIPMENT BE SCHEDULED AT LEAST EVERY FIVE (5) YEARS FROM THE DATE OF DELIVERY. FURTHER INFORMATION ON TRAINING SESSIONS AND ANY COSTS ASSOCIATED THEREWITH MAY BE OBTAINED BY CALLING THE COMPANY'S TRAINING DIVISION.

12. "TRADE-IN" VEHICLES (IF APPLICABLE): ALL VEHICLES THAT ARE TO BE TAKEN IN TRADE AS PART OF THIS CONTRACT SHALL BE, ON THE DAY OF DELIVERY, IN THE SAME OPERATING CONDITION AS ON THE DATE OF THIS CONTRACT EXCEPT FOR ORDINARY WEAR AND TEAR. THE BUYER SHALL NOT SELL THE VEHICLE TO A THIRD PARTY WITHOUT THE WRITTEN APPROVAL OF THE COMPANY. TRADE-INS SHALL BE SURRENDERED WITH ALL SUCTION CAPS, DISCHARGE CAPS, AND OTHER EQUIPMENT WHICH MAY BE NOTED ON ANY ADDITIONAL DESCRIPTIVE DOCUMENTS THAT MAY BE NECESSARY. ALL TRADE-INS SHALL BE DELIVERED BY THE BUYER TO THE COMPANY. OWNERSHIP TRANSFER TO THE COMPANY SHALL NOT TAKE PLACE UNTIL THE TRADE-IN IS DELIVERED AND TRANSFER OF TITLE TAKES PLACE.

13. APPARATUS PAINT COLOR(S) SHALL BE:

BODY: RED
CAB: RED
CAB ROOF: BLACK

14. IN THE EVENT AN ORDER IS CANCELLED BEFORE CONSTRUCTION HAS STARTED, A 1% CANCELLATION CHARGE SHALL APPLY. IF WORK HAS STARTED ON THE VEHICLE, CANCELLATION CHARGE SHALL BE 1% PLUS THE ACTUAL COST FOR WORK DONE TO DATE, AS DETERMINED BY THE COMPANY.

15. THE VEHICLE BEING PURCHASED SHALL COMPLY TO NFPA 1901 STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.

16. ALL THREADS PROVIDED ON THE VEHICLE OR ON SUPPLIED EQUIPMENT SHALL BE NST, UNLESS NOTED TO THE CONTRARY.

17. THE BUYER ACKNOWLEDGES THAT EXTENDED WARRANTIES ARE AVAILABLE ON VARIOUS COMPONENTS OF THE VEHICLE, AND THAT THESE WARRANTIES HAVE BEEN OFFERED FOR PURCHASE AT ADDITIONAL COST. BY EXECUTING THIS CONTRACT, THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.

18. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF:

EIGHT HUNDRED SEVENTY-ONE THOUSAND, TWENTY-FOUR DOLLARS

\$871,024.00

19. PAYMENT TERMS: 100% PAYMENT SHALL BE MADE WITHIN FIVE (5) CALENDAR DAYS OF ARRIVAL AT GREENWOOD EMERGENCY VEHICLES, LLC. THE MANUFACTURER'S STATEMENT OF ORIGIN FOR THE VEHICLE SHALL BE PRESENTED TO THE BUYER UPON PAYMENT. IN THE EVENT THAT PAYMENT IS NOT AVAILABLE WITHIN THE FIVE (5) DAY PAYMENT TERMS THE COMPANY RESERVES THE RIGHT TO CHARGE THE BUYER INTEREST AT 2% OVER THE PREVAILING PRIME RATE FOR THE PERIOD FROM THE PAYMENT DUE DATE TO THE ACTUAL PAYMENT DATE. THE INVOICE FOR THE VEHICLE SHALL BE MAILED TO THE BUYER AT LEAST FIFTEEN (15) DAYS PRIOR TO THE ARRIVAL OF THE UNIT AT GREENWOOD EMERGENCY VEHICLES, LLC.

IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS **27TH OF MARCH, 2023**.

BUYER'S REGISTERED NAME:

**STRATHAM FIRE DEPARTMENT
4 WINNICUTT ROAD
STRATHAM, NEW HAMPSHIRE 03885**

BY: _____

TITLE: _____

DATE: _____

GREENWOOD EMERGENCY VEHICLES, LLC
530 JOHN DIETSCH BOULEVARD
NORTH ATTLEBOROUGH, MA 02763

BY: _____

TITLE: _____

DATE: _____

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS _____(TITLE OF OFFICER) **STRATHAM, NH** (STATE, TERRITORY OF THE UNITED STATES, OR POLITICAL SUBDIVISION THEREOF, OR THE DISTRICT OF COLUMBIA, OR TAX-EXEMPT VOLUNTEER FIRE DEPARTMENT) THAT HE IS AUTHORIZED TO EXECUTE THIS CERTIFICATE AND THAT THE ARTICLE OR ARTICLES SPECIFIED IN THE ACCOMPANYING ORDER ARE PURCHASED FROM GREENWOOD EMERGENCY VEHICLES, LLC. FOR THE EXCLUSIVE USE OF _____, _____ (STATE, TERRITORY OF UNITED STATES, OR POLITICAL SUBDIVISION THEREOF, OF THE DISTRICT OF COLUMBIA, OR TAX EXEMPT VOLUNTEER FIRE DEPARTMENT).

IT IS UNDERSTOOD THAT THE EXEMPTION FROM TAX IN THE CASE OF SALES OF ARTICLES UNDER THIS EXEMPTION CERTIFICATE TO THE STATES, TERRITORIES OF THE UNITED STATES, ETC., IS FOR ITS EXCLUSIVE USE, AND IT IS AGREED THAT IF ARTICLES ARE PURCHASED OR SOLD TO EMPLOYEES OR OTHERS, SUCH FACT WILL BE REPORTED AND TAX PAID BY ME TO THE DISTRICT DIRECTOR OF INTERNAL REVENUE FOR THE DISTRICT IN WHICH THAT SALE WAS MADE.

IT IS ALSO UNDERSTOOD THAT THE FRAUDULENT USE OF THIS CERTIFICATE TO SECURE EXEMPTION WILL SUBJECT THE UNDERSIGNED AND ALL GUILTY PARTIES TO A FINE OF NOT MORE THAN \$10,000.00 OR TO IMPRISONMENT FOR NOT MORE THAN FIVE (5) YEARS OR BOTH, TOGETHER WITH COSTS OF PROSECUTION.

BY: _____
(SIGNATURE)

(TITLE)

(DATE)

NOTE: FEDERAL EXCISE TAX WILL BE ADDED IF THE ABOVE FORM IS NOT COMPLETED AND SIGNED.



MAIN OFFICE
530 John Dietsch Blvd, N. Attleboro, MA 02763
Sales 508.695.7138 Fax 508.699.6842

Bob Bernard
Regional Sales Manager
(207) 252-0462
Email:
rbernard@GreenwoodEV.com

Greenwood-North Location
19 Summer St Brunswick, Maine 04011

March 29, 2023
Chief Jeff Denton
4 Winnicutt Road
Stratham, NH 03885

Chief Denton,
Please accept this quote for your trade in of a 2000 E-One Cyclone Pumper
S/O # 122470 for \$ 15,000.00.

At delivery of your new Cyclone pumper Greenwood Emergency Vehicles will cut the
Town of Stratham a check for \$ 15,000.00

Thank you again for the opportunity to work with you and your department.

Sincerely;

Bob Bernard

Bob Bernard



STRATHAM POLICE DEPARTMENT

POLICIES AND PROCEDURES

Subject: Animal Control	Number:
Chapter:	Type: Policy
Effective Date:	Review Date:
Amends or Rescinds: GO#7-19	
Accreditation Reference:	
Issuing Authority: <i>Per Order of Anthony King, Chief of Police</i> 	

I. BACKGROUND:

Animal control, in most jurisdictions, receives the least amount of attention of almost any other municipal concern. Animals have fallen into the out of sight, out of mind philosophy, and, unless an issue directly affects us personally, we tend to dismiss it as trivial or nonexistent. In most cases, smaller communities have been able to appoint people on a part-time basis to deal with these issues as they arise.

As our populations expand and our communities become more densely populated, quality of life issues become more of a concern. Barking dogs become more of a nuisance, abandoned and feral cats become a health risk, and smaller wild animals get squeezed from their habitat and become more humanized. The environmental buffer for wild animals, therefore, has either shrunk and, in some cases, no longer exists.

The result is a need for a stricter and stronger emphasis for monitoring, controlling and enforcing animal related issues. Rural communities, such as Stratham, present their own, unique set of issues for both domestic and wild animals. As wild animals are squeezed out of their habitat they mingle more freely with a growing residential population. Domestic animals also feel the squeeze. The small rural farmer that has always existed and, rural and horse enthusiasts who have moved into the community, now share a much more populated and busier community. The penned domestic animal that breaks out of its living area is now a public safety hazard rather than just a neighborhood nuisance.

II. PURPOSE:

To establish the policies and procedures used by the Stratham Police Department Animal Control Officer in providing service to the members of the community concerning animal complaints and control.

III. POLICY:

It shall be the policy of this department to employ an Animal Control Officer. The duties and responsibilities for this position shall include but not be limited to: investigating animal complaints, enforcing Town Ordinances and State Laws, picking up and impounding stray animals, acting as the local rabies control authority, picking up and disposing of deceased animals on roadways and public properties,

educating the public, visiting elementary schools, patrolling the community, providing assistance to police officers in animal-related matters, and assisting the Town Clerk with the registration of dogs as outlined in RSA 466:1.

IV. DEFINITIONS:

- A. Animal Control Officer (ACO) - The person employed for the purpose of animal control, as further defined herein and as otherwise proscribed by RSA 466:1-c.
- B. Animal - Any living creature classified as a member of the animal kingdom including, but not limited to, birds, fish, mammals and reptiles, but specifically excluding human beings.
- C. Animal Control Facility - Any facility owned, approved, and/or contracted by the Town of Stratham for the purposes of housing, impounding, quarantine, medical treatment, or euthanasia of animals.
- D. Breeder – A person who breeds animals for sale, gift or transfer in any manner. (RSA 466:6-a)
- E. Commercial Kennel – means the establishment or domicile of any person who sells dogs at wholesale or retail; and, if retail, who sells or transfers 10 or more litters per year, or sells or transfers 50 or more puppies per year; or who derives 40 percent or more of gross annual income from the sale or transfer of dogs.
- F. Dangerous Animal - Any animal which demonstrates behavior and/or possesses the vicious propensity to inflict serious bodily injury or death upon human beings and/or other animals, and constitutes a danger to human life or other animals; or any animal which has behaved in such a manner that the owner thereof knows, or reasonably should know, that the animal is possessed of tendencies to commit unprovoked attacks, or to injure human beings or other animals; or any animal certified by a Doctor of Veterinary Medicine, after observation thereof, as posing a danger to human beings or animals; or any animal, without provocation, that assaults an individual or animal; or any animal that commits an unprovoked act that causes a person, acting in a reasonable and non-aggressive manner, to reasonably believe that the animal will attack and cause bodily injury to the person or animal, or as otherwise defined by RSA 466:31.
- G. Domestic Animal - Any animal whose physiology has been determined or manipulated through selective breeding, and which does not occur naturally in the wild, and which may be vaccinated against rabies with an approved rabies vaccine and has an established rabies quarantine observation period.
- H. Exotic Animal - Any non-domesticated animal, other than livestock, that is native to a foreign country or of foreign origin or character or was introduced from abroad. This term will specifically include, but is not limited to, animals such as lions, tigers, jackals, dingoes, leopards, elephants, pandas, camels, antelope, anteaters, snakes, kangaroos, chimpanzees, gorillas, orangutans, water buffalo, and species of foreign domestic livestock requiring state and federal permits.

- I. Fowl - A bird of any kind, including, but not limited to, chickens, ducks, geese, guineas, pigeons, emus, ostriches, rheas, turkeys and pheasants.
- J. Group Licensing – The owner or keeper of five (5) or more dogs who does not have a commercial kennel as defined by RSA 466:4, III. (RSA 466:6)
- K. Impound - To take into custody and hold in a holding/impound facility designated by the Town of Stratham.
- L. Impound Facility - A facility used by the Town of Stratham to house impounded animals. Impound facilities shall be maintained in a clean, orderly and humane fashion and shall be subject to inspection by the Town.
- M. Kennel - Any business or establishment, other than a veterinary hospital, whether operated separately or in connection with another business or establishment, that keeps, boards and/or trains dogs and/or cats or other animals, which may legally be present in such facilities, for profit. Kennels must be established, maintained and operated in compliance with all applicable zoning and land use regulations of the Town of Stratham and RSA 466:4, III.
- N. Livestock - Any horses, mules, donkeys, cattle, goats, sheep, or swine, but not limited to these animals.
- O. Owner/Keeper - Any person, partnership, corporation or association that harbors, shelters, keeps, controls, manages, possesses or has whole or part interest in any animal. The occupant, owner, or head of a household of any premises where an animal remains for a reasonable period of time shall be presumed to be the owner of such animal, for the purposes of this policy.
- P. Pet – Any animal which may be legally owned in accordance with the provisions of this policy, normally kept for pleasure rather than utility, excluding livestock, is in the owner's possession and for which it can be reasonably demonstrated that the care of said pet is the responsibility of a given individual or individuals.
- Q. Stray - An animal that is improperly restrained and that wanders upon a public place, roadway, street, highway, or the property of another person or as further defined by RSA 466:30-a.
- R. Vaccination - The inoculation of an animal with a rabies vaccine or other medicine that is licensed by the United States Department of Agriculture, and approved by the New Hampshire State Veterinarian for use in that species, and which is administered by a licensed veterinarian for the purpose of immunizing the animal against rabies or other diseases
- S. Hospital - Any establishment that is maintained and operated by a licensed veterinarian for the diagnosis, treatment or surgery of injuries and diseases of animals

- T. Wild Animals - Any animal not normally considered domesticated, and which is now, or historically has been found, in the wild or in the wild state, including, but not limited to the following:
1. Reptiles: venomous reptiles, any type of crocodile or alligator,
 2. Fish: piranha,
 3. Birds: condors, eagles, hawks, falcons, owls
 4. Mammals:
 - Ocelots, cougars, wolves, jackals, minks, badgers, bears, monkeys, chimpanzees, deer etc.
 - Coyotes, coyote mixes, weasels, martens, skunks, raccoons, opossums, porcupines, fox, squirrels, chipmunks
 - Any species of animal illegal to own under federal, state or local law.

V. ANIMAL CONTROL OFFICER DUTIES AND QUALIFICATIONS:

A. General Qualifications:

1. The animal control officer should have knowledge in handling and capturing stray and wild animals, as defined and authorized within this policy. The ACO should have a working knowledge of the prevailing RSA's and town ordinances, have knowledge of the proper care and feeding of animals, and the ability to keep essential records.
2. The ACO should be reasonably experienced in the care and handling of livestock, be generally experienced in their husbandry and be knowledgeable in the handling and care of other domestic animals. Knowledge and experience with common "urban wildlife" such as raccoons, skunks and bats.
3. The animal control officer should have the ability to maintain a compassionate attitude towards animals and work harmoniously with the public and other town employees. The ACO should also be able to maintain composure under stressful situations and assist other public agencies and the public with most animal related concerns.
4. The animal control officer is responsible to the standards of conduct as defined by the Town of Stratham Police Department's Rules and Regulations and current job description contained with the department's policies and procedures and as approved by the Select Board.

B. General Duties and Responsibilities:

1. It is the duty of the ACO to capture, impound, or otherwise control, when appropriate, domestic and wild animals, as designated in the definition section of this policy and, as italicized, in response to citizen complaints of public nuisance, public safety, or to control feral populations.

2. While enforcement of local town ordinances is an alternative, the ACO will strive to create a climate of education encouraging community involvement in order to correct improper behaviors of any animal owner.
3. If, by identification tag or otherwise, the owner of an impounded animal can be identified, the ACO will, as soon as practical, notify the owner either in person or by telephone of said impoundment. If the animal is locally owned within the Town and telephone contact cannot be made, the ACO will leave notice at the owner's last known and verifiable residence, indicating that the animal has been impounded.
4. The Stratham Police Department will not hold any impounded animals. Any impounded animal shall be released to the animal control facility or veterinary hospital contracted by, or doing business with, the Town. At that time, the animal shall be disposed of by adoption from the facility, by offering it to a local animal humane group for adoption, or by humanely destroying the animal.
5. The ACO will communicate and coordinate any necessary control function involving wild animals with the Law Enforcement Division, Department of Fish and Game, or any relevant domestic and livestock issues to the New Hampshire Society for the Prevention of Cruelty to Animals, or any other public or private institution having statutory authority or otherwise designated control over animals defined within this policy.
6. Actual physical control of an animal may be done in conjunction with current contract arrangements with NHSPCA, or any licensed facility doing business with the Town of Stratham.

C. Conditions of Employment:

1. Professional Accountability: The ACO will be an employee of the Stratham Police Department, but falls within the general working conditions and benefits of the Town of Stratham's employee manual.
2. The ACO shall assist the police chief in constructing budget recommendations. The ACO shall make every effort to remain within the confines of his/her budget and shall communicate any concerns or issues regarding the budget with the Chief of Police.
3. The ACO shall report and answer directly to the Chief of Police, or designee on day-to-day operational issues, fiscal matters or matters of long-term policy concerns.
4. Conduct in the Police Station and other municipal buildings should be focused on professional, work-related activity.
5. Socialization is to be kept to a minimum, especially in high traffic areas.

6. Any information gained through monitoring conversations, viewing posted or printed information or through radio/computer transmissions is to remain as community sensitive and shall not be discussed, outside of professional business, within the community or with other members of the general public.
7. All other department rules and regulations that pertain to police/community sensitive information and personal conduct shall be adhered to.

D. Reports & Records:

1. All ACO activity, either calls for service or officer-initiated activity, shall be recorded by the ACO and maintain for eventual entry into the Stratham Police Department's records management software.
2. All reportable activity that requires follow-up investigation or has historic/recall value information beyond that which is recorded in a typical police log/journal entry, shall require a computer-generated incident or event.
3. The ACO shall be responsible for creating call numbers and generating incident numbers from the computer software and for the recording of all pertinent information regarding calls or incidents, including a gist/narrative within the assigned incident, as soon as is practically possible.

E. Duty Hours:

1. The Animal Control Officer position for the Town of Stratham is a 16 hour, part-time salaried position.
2. Since, for the most part, the ACO's on-duty activity is generated only by animal complaints received, the ACO should be available for most animal emergency situations as they arise, and the police department requests their assistance.
3. The on-duty patrol police officer shall make every attempt to handle an animal complaint without the assistance of the ACO, especially after routine/normal business hours and on scheduled time off.
4. Off-duty Coverage/Mutual Aid:
 - Any anticipated extended absence shall be reported to the Chief of Police.
 - In these instances, the ACO may arrange for temporary coverage.

- Coverage may be offered to other communities in a reciprocal manner as that extended to the Town of Stratham. The Chief of Police shall be notified of any extended coverage or assistance offered to another community.

F. Uniform:

1. The ACO is expected to maintain their dress consistent to standards of Town employment and his/her duties and responsibilities within the Stratham Police Department. At a minimum, the ACO shall be required to wear a SPD patched shirt and/or jacket that identifies the person as an Animal Control Officer.
2. This is a non-sworn, unarmed position.

G. Training:

1. The ACO shall pursue and make themselves available for initial certification and in-service training as sanctioned by the New Hampshire Animal Control Officers Association, The New Hampshire Federation of Humane Organization, the NHSPCA, NHPSTC, NHMA and/or any other suggested or recommended training through state, municipal or other recognized organizations consistent with his/her duties and responsibilities.

H. Vehicle:

1. A vehicle will be provided to the ACO. This vehicle will only be used during normal working hours and for those duties outlined in this policy, or at the discretion of the Chief of Police.

VI. ACO PROCEDURES:

A. Routine Calls for Service:

1. All calls for service shall be initiated through the police department. The on-duty officer shall make all reasonable attempts to answer and satisfy each complaint without the assistance of the ACO. If the officer determines that the ACO's assistance is required, the on-duty officer, administrative assistant or duty dispatcher shall call/page the ACO at the numbers provided by and posted at the police department. At no time shall the ACO's personal telephone number be given to a member of the public.

B. Accountability, Communication and Safety:

1. The ACO should notify the on-duty officer prior to responding to any call for service that might have been generated from other than through routine means.

C. Specific Situations:

1. Routine Calls for Service: Most routine calls will include, but may not be limited to the following:
 - a. Loose/unrestrained dogs
 - b. Nuisance animals such as skunks or squirrel
 - c. Dead animals in road (small)
 - d. Sick/Injured animals/pets
 - e. Neglect/cruelty to animal
 - f. Animal rescue issue
 - g. Bat/bird in dwelling

3. Most routine situations may be handled at the discretion of the ACO in a manner consistent with his/her training or the standard of the industry and shall be compliant with all other policies, professional guidelines/practices and current/applicable statute.

4. Strict/progressive enforcement consideration/application may be given to situations that require a more aggressive enforcement practice. These considerations shall be guided by offense recidivism (quality of life complaints, i.e., chronic barking/loose dogs) and/or clear public safety risk issues. In these cases, ordinance violations, District Court summonses may be necessary.

5. If the ACO is unavailable, the applicable Highway Department will be called during normal working hours to remove dead animals when on public property. In the event the animal is on private property it shall be the owner's responsibility for the removal. The police vehicle will not be used to transport dead animals unless it is for rabies testing.

6. Some of these topics are further addressed within this policy.

D. Emergency Callouts:

1. Emergency callouts should be confined to only those situations where a professional animal control specialist is required.

2. Some examples of emergency call-out situations are:
 - a. Arrest, accident or other special services situation (Health Officer, Fire Dept., DCYF, etc.) that requires the removal/detention of an animal from a vehicle or other location.

 - b. Vicious dog/animal attack for identification, apprehension, detention and quarantine

 - c. Injured animal requiring veterinary care (animal struck by vehicle) and professional assistance is required.

 - d. Loose livestock where the officer requires ACO assistance.

 - e. A raccoon, dog, cat, possum, or other small animal struck by a vehicle, and left in a roadway, is not one of those situations. In these cases, the animals should be moved to the

side of the road, a log entry created and a copy left for the ACO in his/her mailbox, for a response and/or investigation under NH RSA 264: 31 at their earliest convenience.

- f. Thought and consideration should be given by the officer to family pets in proximity to the family home, dead animals left in proximity to school bus stops, and other special circumstance/relationship situations. In these events the officer should attempt to locate the family involved and make proper notification.

E. Nuisance/Barking Dog Complaints:

1. The on-duty patrol officer shall investigate routine barking/nuisance dog complaints.
2. Considerations:
 - a. Investigating officers must remember that dogs bark.
 - b. Be aware of any extenuating circumstances that may be responsible for making the dog bark. The test - Would you find the issue unacceptable if you resided in the area of the event being investigated?
 - c. As recommended and outlined in the section for Routine Calls, a progressive enforcement policy/philosophy should typically be pursued. A suggested protocol would be:
 - Verbal Warning
 - Written Warning
 - Ordinance Violation
 - District Court Summons
 - d. Barking/Nuisance dog complaints generated by a patrol officer shall be printed/copied and left in the ACO's mailbox.

F. Vicious Dogs:

1. A vicious dog should be handled as any other public safety risk. (RSA 466:31)
2. If the dog is loose and it has legally been deemed vicious, or vicious to the extent that would lead a reasonable and prudent person to believe that it is vicious, then it should be handled in a manner consistent with ensuring public safety by impounding or destroying the dog, if necessary.
3. If the dog is secure and reasonably not an immediate public safety risk, then due process shall prevail.
4. If the dog is a foreseeable risk, a search warrant should be obtained for seizure of the animal

5. If the dog is not an imminent risk, a hearing should be sought through the District Court. If the owner or keeper does not want to release a dog voluntarily, and the dog has been involved in a biting or other injury and is required to be quarantined, or impounded for some other lawful purpose, an officer should be posted for the purpose of securing the animal and a search warrant should be sought. In all such cases the on-duty supervisor shall be notified.

G. Licensing and Enforcement:

1. RSA 466:1 requires that all dogs of the age of four (4) months and older be licensed.
2. The Town Clerk shall license dogs and licenses shall be valid for a period of one (1) year.
3. Licenses shall be effective from May 1st of each year to April 30th of the following year.
4. At the time of licensing, the owner must show verification that the dog has received rabies vaccine from a licensed veterinarian. (RSA 466:1-b)

5. Fees (RSA 466:4)

Male or Female Dog: \$10.00

Spayed/Neutered Female or Male Dog: \$7.50

Senior Citizen Cost (first dog only): \$3.00

6. The ACO, in conjunction with the Town Clerk shall, as of May 1st gather, from the previous year's license list, a list of dogs, with owners/keepers information, that have not licensed their dog for the current year. Based on this information, an inquiry/warning letter shall be mailed to the keeper/owner. Such letter shall request that the owner/keeper notify the Clerk's Office or the ACO if the dog is no longer housed within the Town of Stratham or, if it is, the penalties and fine schedule for failing to license the dog.
7. The ACO, in conjunction with the Town Clerk shall, as of June 1st, coordinate the information received from the Inquiry/Warning Letters with the existing dog license list. A list of those owners/keepers who have failed to license or renew their license of their dog shall be presented to the Select Board. (RSA 466:14)
8. This list must be presented to the Select Board prior to June 20th.
9. The Select Board, within twenty (20) days, shall issue a warrant (order) to the Town Clerk and/or the ACO authorizing them to issue civil forfeiture notices for unlicensed dogs. (RSA 466:14)
10. The fine for each unlicensed dog shall be twenty-five dollars (\$25), plus one dollar (\$1) per month for each, or a portion of each month, beginning from June 1st. (RSA 466:13 and 7)
11. An additional service fee of five dollars (\$5) may also be added at the discretion of the Select Board. (RSA 466:14)

12. Forfeiture Notices shall be served by the police department, but may, at the discretion of the Select Board, be left at the place of abode, or sent by certified mail. (RSA 466:14)
13. The ACO shall summons, to the district court, the keeper/owner of all dogs not licensed within fifteen (15) days of notice of forfeiture. (RSA 466:13)
14. The Town Clerk shall maintain all records pertaining to dog licensing. (RSA 466:11)

H. Impoundment, Disposition and Release:

1. Dogs may be impounded for being loose, unlicensed or being deemed vicious. (RSA 466:14, 466:30-a, 466:31).
2. Notification:
 - a. If, by identification tag, the owner of an impounded animal can be identified, the ACO will, as soon as is practical, notify the owner, either in person or by telephone, of said impoundment. If the animal is locally owned within the town and telephone contact cannot be made, the ACO will leave a notice at the owner's last known and verifiable residence indicating that the animal has been impounded. (RSA 436:107)
3. Length of Impoundment:
 - a. All impounded dogs shall be kept for not less than seven (7) days, (RSA 436:107), unless the animal is reclaimed earlier by the rightful owner under conditions acceptable to the ACO. However, no impoundment period is required for an animal voluntarily surrendered and released into the custody of the ACO by its owner.
4. Disposition:
 - a. After the expiration of any required impoundment period, the impounded animal shall be released to the animal control facility or veterinary hospital contracted by, or doing business with, the Town. At that time, the animal shall be disposed of by adoption from the facility, by offering it to a local animal humane group for adoption, or by humanely destroying the animal. (RSA 436:107)
5. Conditions of Release:
 - a. Fines:
 - i. Impounded dogs picked up by their owners/keepers, which are currently licensed, shall be subject to a \$20 impoundment fee for any portion or any day that the animal is held by the ACO.
 - ii. SUCH FEES ARE ADDITIONAL TO ANY DELINQUENT ACO RELATED FEES AND/OR FINES.
 - b. Licensing:

- i. Any unlicensed impounded dog belonging to a resident of Stratham shall purchase a license from the Town. (RSA 466:1) Based on the structure of Town Hall hours the ACO may release the dog and verify proof of licensure at a time.
 - ii. Residency shall be determined by the owner's driver's license.
 - c. Medical Verification:
 - i. Proof of current rabies vaccination must be provided at the time of release. If verification cannot be provided, the dog shall receive vaccination from an approved veterinary clinic, at the owner's expense, as a condition of release. (RSA 466:1-a, b)
- 6. Animal Bites:
 - a. All bites caused by domestic animals, that require medical attention, shall be reported to the Animal Control Officer.
 - b. Routine fax notifications from area hospitals shall be noted in the police log and left in the ACO's mailbox.
 - c. Bites or injuries caused by wild animals should be noted in the police log and the victim should be directed/transported for professional medical evaluation.
 - d. If it is suspected that the animal may be rabid, then the procedure for alternative response under the caption of sick animals should be followed.
- 7. Sick Animals:
 - a. Calls regarding nocturnal animals, such as skunks, raccoons and any other related and similar animal acting "strange" or wandering during the daytime, or any other reported unusual or suspicious behavior by any animal susceptible to rabies, should be handled cautiously and as if that animal is, in fact, rabid. Although this type of behavior could be conducive to the spring season and giving birth.
 - b. Primary Response:
 - i. The Stratham Police, as community caretakers, are ultimately responsible for the overall issue of immediate public safety. In these cases however, the ACO (Animal Control Officer) should be notified immediately.
 - ii. It is the primary responsibility of the police to isolate the public and any other animal from having any contact with the distressed animal.
 - iii. The ACO is ultimately responsible for making the decisions concerning the condition, fate and the disposing of the distressed animal.
 - iv. If the ACO is not available and, in the officer's opinion, they find it necessary and, in the public's, best interest to "put-down" the animal, then the following procedure shall be followed:

- 1) The officer's service firearm will be used to euthanize.
- 2) All precautions and safety policies concerning the use of department firearms and shotguns shall prevail.
- 3) The carcass should be handled as bio-hazardous and secured so that contact with any person, animal or anything that might come into contact with either another animal or person is not possible.
- 4) Any gloves should be disposed of as biohazards and any shovels or other instruments should be washed immediately with at least a 10% bleach and 90% water solution.
- 5) Animals shall be transported in a bio-hazard bag for disposal by the ACO.
- 6) If the ACO is not available, notification to the Town or State Highway Departments shall be made in order to collect the carcass. Notification to NH Fish and Game will be made in the case of a wild animal such as a deer.

8. Animal Control Equipment:

- a. Animal Control Officers must be prepared to handle any number of interesting and unique calls. Since Animal Control Officers need to be prepared for a variety of situations, it is important to have the proper tools and equipment to successfully accomplish the task at hand.
- b. Recommended equipment that should be in the Animal Control vehicle:
 - i. Stretcher – Used to carry injured and ill dogs with support to prevent further injury
 - ii. Blanket – Used to wrap and warm hypothermia cases and shock/trauma cases. Blankets should be kept in a plastic bag to be kept clean and washed after each use to prevent the spread of diseases.
 - iii. Towels – Used to wrap smaller animals and dry, wet animals. Apply direct pressure for severe bleeding. Towels should be kept in plastic bags and washed after each use to prevent the spread of zoonotic diseases.
 - iv. Catch pole (rabies pole) – Used to capture and safely restrain aggressive dogs, cats and wildlife.
 - v. Nets – Used to catch small animals, such as cats, wildlife, birds and some dogs
 - vi. Snappy snare – A shorter, more flexible catch pole for less aggressive, skittish animals.
 - vii. Muzzles – Equipment used to muzzle animals should include several sizes and styles for use on various types of animals and breeds.

- viii. Leashes – Regular and cable noose type leashes should be kept for use on collarless dogs, including spare leashes to be given away to owners who do not have leashes.
- ix. Horse halter and lead shank – Used in the control of horses and ponies. At least one halter and lead shank should be kept for horses and ponies. The Animal Control Officer should be proficient in putting the halter on the horse.
- x. Carriers – Used for transporting animals. Multiple sizes may be carried for various uses.
- xi. Dog Crate – Used to confine larger dogs while transporting.
- xii. Toys/Treats – Used to lure stray animals.
- xiii. Body bags – Used to transport bodies of animals. Contractor bags also work well and are less expensive than those labeled Cadaver Bags.
- xiv. Gloves – Used for protection. Gloves should include a pair of leather work gloves and a pair of rabies gloves. Kevlar patrolmen’s gloves are good for everyday use.
- xv. Traps – Used for control of feral cat colonies or wildlife.

9. Found Abandoned Animals:

- a. If the ACO is not available and a roaming dog is located and detained, it shall be transported to the New Hampshire Society for the Prevention of Cruelty to Animals (NHSPCA). Placement in this shelter will follow their policies.

10. Large Animal Encounters:

- a. Any complaint response of a wild animal will be limited to an advisory of what action the complainant may take unless a threat to public safety exists, in which case an officer will respond to the scene and take appropriate action.
- b. For Wild Animals:
 - i. Should not irritate the animal by chasing or attempting to "corner" or capture it unless it is a clear public safety threat and is aggressively pursuing someone.
 - ii. Should mark the area using their cruiser lights in a manner so as to warn oncoming pedestrian or vehicle traffic.
 - iii. Notify the NH Department of Fish & Game.
 - iv. Should attempt to notify the ACO, owner, neighbor, etc., to assist in securing the animal.
 - v. Should attempt to secure or isolate the animal from public and/or motor vehicle contact.

- vi. Procurement of traps or other devices to capture animals will be the sole responsibility of the complainant, unless there is a threat to public safety, in which case it will be the officer's responsibility for the trapping and disposing of the animal. The officer shall explain to the complainant their responsibility in humanely releasing or disposing of the animal while ensuring its safety and well-being.
- c. For Domestic Livestock:
- i. Should not irritate the animal by chasing or attempting to "corner" or capture it unless it is a clear public safety threat and is aggressively pursuing someone.
 - ii. Should mark the area using their cruiser lights in a manner so as to warn oncoming pedestrian or vehicle traffic.
 - iii. Should attempt to notify the ACO, owner, neighbor, etc., to assist in securing the animal.
 - iv. The bottom line in these situations is that we (the police) have a duty and an obligation as community caretakers to secure and prevent the public from potential harm. Therefore, as an example, if it is reasonable to assume that a horse may run onto a public way and cause injury, we have an obligation to take reasonable steps to prevent that from occurring.

ANIMAL CONTROL OFFICER

A. SUMMARY

Animal control officers (ACOs) perform a vast number of services related to pets and people. ACO's in most areas are responsible for more than enforcing animal laws; they also assist law enforcement as the animal experts in their community, provide the services of social workers, mitigate community member conflicts, and much more.

They work closely with the justice system, including prosecutors and judges, local and state law enforcement agencies, elected and appointed officials, state veterinarian and health department, the local rabies authority, the fire department, code enforcement, and social services agencies. Although not traditionally classified as first responders, animal control officers perform essential work that ensures public safety for both humans and animals.

In summary, animal control officers today perform a wide variety of functions far beyond the outdated "dog catcher" characterization of the past. As an extension of the Stratham Police Department, the ACO could provide those services listed below which will directly free up patrol officers to perform their normal duties.

B. DUTIES AND RESPONSIBILITIES

This list provides general guidance on the knowledge, skills and abilities which an ACO should possess. This list is not all inclusive and should be amended according to the community's need and type of position.

- a. Assisting in the yearly registration compliance of over 1,500 dogs town wide
- b. Provide proactive patrol and enforcement efforts within the Town's parks
- c. Overseeing rabies quarantines
- d. Rescuing pets in extreme cold and heat
- e. Investigating dangerous/vicious dog cases and dog bites
- f. Preventing unnecessary shelter intake and helping reunite lost pets with their people
- g. Investigating animal neglect, cruelty, hoarding, and intentional acts of abuse
- h. Addressing off-leash, noise and/or waste complaints
- i. Rescuing lost and stray animals that are sick, injured or in immediate danger
- j. Assisting pet owners with food, supplies, and medical support

- k. Catching and/or trapping individual loose dogs or other domestic animals
- l. Providing humane education and outreach
- m. Provide information to owners on humane pet care
- n. Direct coordination with NH Fish and Game
- o. Picking up and disposing of deceased animals

C. SKILLS, KNOWLEDGE & ABILITIES

- a. Must be able to communicate orally and in writing.
- b. Ability to work outside.
- c. Ability to work sitting, standing, and moving about for periods of time.
- d. Ability to keep records, maintain schedule, and handle paperwork tasks.
- e. Basic computer skills required.
- f. Performs all other duties as assigned.
- g. Ability to communicate with members of the public and to obtain their cooperation and compliance.
- h. Ability to handle animals in various forms of distress in a safe and humane manner.

D. PHYSICAL CAPABILITIES

- a. Must be able to stoop, squat, crawl, climb, and perform other physical duties as needed to investigate locations and animals and to apprehend animals when needed.
- b. Must be able to lift up to 50 pounds at a time.
- c. Must be able to traverse uneven terrain in all types of weather.

E. MINIMUM EDUCATION, CERTIFICATION, AND EXPERIENCE REQUIREMENTS

- a. High School diploma or G.E.D. required.
- b. Completion of Animal Control Officer Basic Training (recommended)

- c. Valid driver's license
- d. Minimum age of 21
- e. Must pass a criminal background check
- f. Must be willing to attend training courses offered

Lamprey Regional Cooperative
PO Box 299
Stratham, NH 03885
603-944-3146

To: Lamprey Regional Cooperative
Member Communities and
Board of Directors

From: Paul R. Deschaine, Chair
Board of Directors

Date: March 22, 2023

RE: Amendment Two of Waste Management
Waste Disposal Agreement

I am pleased to report that on March 9, 2023 the Board of Directors voted unanimously to approve a contract extension for waste disposal services on behalf of our member communities. The attached Amendment Two extends our relationship with Waste Management and their TREE facility in Rochester until December 31, 2033. The previous Amendment One would have ended on December 31, 2026. The following is a synopsis of the events that lead to this decision.

In the spring of 2022, Waste Management approached the Cooperative's Executive Committee about having an adjustment to our contracted disposal rates for two reasons. One was that the City of Rochester had renegotiated the community host fee, which had gone up significantly. They wanted to pass that along to us through the contract. The second was the unanticipated inflationary impacts that we all were experiencing.

The Executive Committee initial thoughts were that Amendment One, under which we were currently operating, had fixed rates, but on further examination of the contract and Amendment One and reviewing these documents with counsel, there was a pass-through provision for the community host fee. I have attached a spreadsheet that depicts the history of community host fee. The initial fee in 2017 was 65 cents a ton when we approved Amendment One. Thereafter, the fee changed to \$2.25, but Waste Management did not pass that through. In 2018, it went to \$3.00, and then in 2020 it went to \$3.50 and it stayed \$3.50 until 2022. It is anticipated sometime in 2023 it will go to \$4.50. It was not until 2022 when they asked to pass on that \$3.50 fee resulting in the \$2.85 increase in our tipping fee. As a result, we experienced five years' worth of non-pass-through benefit.

Through our diligence with counsel, we did find in the contract and in Amendment One that there were no provisions for a CPI or inflation adjustment. The Executive Committee told Waste Management that we would not accept that request. The Committee did offer to discuss a contract extension with the knowledge that the year 2026 will be here before you know it. This is when the negotiations started. As a result of those negotiations through the Summer and into the Fall of 2022, you see the new rates per Amendment Two.

The attached spreadsheet also depicts those new rates under Amendment Two. The spreadsheet also shows the predicted rates under Amendment One ending in 2026. The community host agreement with the City of Rochester tops out at \$4.50 per ton in 2023. However, that agreement has an annual CPI escalator in it. The spreadsheet conservatively uses a 5% annual CPI predictor to estimate the 2024, 2025, and 2026 total tipping fee under Amendment One. A higher rate could be easily argued based on recent inflationary pressures.

Another consideration was, if we waited to negotiate new rates in 2026, we would probably start seeing a \$90 to \$95 per ton rate, which would be a huge sticker shock for our members. Consequently, our logic to negotiate now was to get a fixed and competitive rate with no possible adjustments throughout the remaining term of the contract. The last attachment to this memo is a declaration of rates that Waste Management provided us, both for their clients and others with whom they compete. The average is \$86.44 while our new rate \$78.00 per ton. The Cooperative will be significantly below the average in the area.

There is a provision in Amendment Two that involves each member community. Each member community must sign the Exhibit 1 by the deadline of May 31, 2023 if they wish to benefit from this contract amendment. I am asking each director, representing your town, to approach your respective governing board or contracting authority to sign the Joinder Agreement and return it to me before the deadline. If your community does not sign and return the Joinder Agreement, you will be subject to the increases described above under Amendment One and you will not have any guaranty rate after December 31, 2026.

I hope you all will find this Amendment Two is of benefit to your community and will continue to support the combined negotiating power of the Cooperative for disposal services. If you need further information, I can be reached at (603) 944-3146 or at p.deschaine@comcast.net.

PRD

Enclosures

AMENDMENT TWO

WASTE DISPOSAL AGREEMENT

BETWEEN

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.,

TURNKEY RECYCLING AND ENVIRONMENTAL ENTERPRISES, INC.

AND

LAMPREY REGIONAL COOPERATIVE

This Amendment Two ("Amendment Two") dated this 9th day of March, 2023, but to be effective on June 1, 2023 ("Effective Date"), is by and between Waste Management of New Hampshire, Inc. Turnkey Recycling and Environmental Enterprises ("TREE" or "Turnkey Landfill") and the Lamprey Regional Cooperative ("COOP").

Whereas, that certain Waste Disposal Agreement was entered into by and between TREE and COOP on the 22nd day of December, 2006 to be effective January 1, 2007 ("Original Agreement"), which Original Agreement was amended by that certain First Amendment dated August 24, 2015 ("Amendment One"); and

Whereas, based upon certain undertakings and agreements on the part of TREE and COOP, subject to the terms of this Amendment Two, the parties do hereby agree to amend and extend the Original Agreement as it was amended by Amendment One as set forth herein (collectively, the Original Agreement, Amendment One and Amendment Two are referred to as the "Agreement").

Now, therefore, for valuable consideration, the parties agree as follows:

1. Section 3. TERM is modified to extend the end date of the Term to December 31, 2033 (7 years from the end of the Term set forth in Amendment One). The Term is subject to early termination should landfill operations at TREE cease prior to the expiration date of this Agreement.
2. Section 4. FEES and BILLING shall be deleted in its entirety and replaced with the following:

FEES and BILLING. The disposal fee, beginning June 1, 2023, shall be Seventy-Eight Dollars (\$78.00) per ton for all Waste Materials delivered. Said fee shall escalate annually as outlined below and includes all Host Community Fee and Consumer Price Increases (CPI). Bills will be sent on a bi-monthly schedule and payment is required within ten days from the date of the invoice. Members of the Coop shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum amount allowed by law. The disposal fees shall not be subject to increased or changed fuel or environmental surcharges that may be levied by TREE in the future and are inclusive of any and all of said or similar fees or surcharges existing as of the Effective Date.

In the event that any federal, state, or local body or agency adopts or implements any environmental law, rule, regulation or order respecting the disposal facility which results in an increase in cost of facility operations or levies a tax or fee on waste disposal activities or operations at the facility which discriminates against the facility or its solid waste disposal activity, one hundred percent (100%) of any such increase cost or tax shall be allocated to and charged to COOP, in an appropriate proportion to the tonnage delivered among the municipalities and other customers which deposit solid waste at the facility, provided that COOP shall be entitled to terminate this Agreement with a thirty (30) day written notice in the event any increase under this Section exceeds an amount equal to ten percent (10%) of the total disposal fee for the contract year immediately preceding the event upon which the increase is based. Notwithstanding the forgoing, in no event shall any increase in the Host Community Fee be charged to the COOP during the term of the Agreement. In addition, the COOP shall not be charged for any increases in any taxes, fees or charges that are similar to the Host Community Fee and are existing as of the Effective Date, unless such increase is due to a change in law or regulation, or order, or event that is beyond TREE's control, such that only new fees, taxes, or charges, or increases in existing taxes, fees, or charges, and operating costs due to changes in law, regulation or order, or circumstances beyond TREE's control, in relation to the services provided pursuant to this Agreement are to be apportioned and passed along to COOP in accordance with this Section. The parties' intention is that the below fees have been negotiated between the parties to provide stability and predictability to both COOP and TREE over the course of the Term regardless of increases to or changes in existing fees, taxes, or charges, and that the below rates be adjusted only in the very limited circumstances described in this section.

EFFECTIVE DATE	RATE
JUNE 1, 2023	\$78.00
JANUARY 1, 2024	\$81.00
JANUARY 1, 2025	\$84.00
JANUARY 1, 2026	\$87.00
JANUARY 1, 2027	\$90.00
JANUARY 1, 2028	\$93.00
JANUARY 1, 2029	\$96.00
JANUARY 1, 2030	\$103.00
JANUARY 1, 2031	\$110.00
JANUARY 1, 2032	\$118.00
JANUARY 1, 2033	\$127.00

3. The effectiveness of this Amendment Two and the terms and rates described herein is subject to a vote of COOP's Board of Directors approving the Amendment and all current participating COOP members continuing their participation and executing a Joinder Agreement in the form attached hereto as Exhibit 1 ("Joinder Agreement"). Any COOP Member which is not currently participating in this Agreement may join at any time during the Term under the same terms and conditions of this Agreement by executing the Joinder Agreement. The parties hereto acknowledge that because this Amendment Two cannot be effective until it is adopted by a vote of the Board of Directors of COOP and all of the participating municipalities execute the Joinder Agreement, the rates set forth herein and the other terms and conditions of this Amendment Two shall be effective on June 1, 2023 or on such later date as all of the conditions of this paragraph shall have been met. Notwithstanding any specific dates set forth herein, no "retroactive" billing at the rates set forth herein shall occur if the conditions of this paragraph are not met by June 1, 2023, and billing shall continue at the rates set forth in the First Amendment until the conditions of this paragraph are met, provided that, TREE shall with forty-five days' written notice, be entitled to terminate the offer contained in this Amendment 2 at any time on or after June 1, 2023 should the conditions of this paragraph 3 not be met such that the parties will continue to perform under the Agreement and Amendment One, without regard to the terms and conditions herein.
4. All capitalized terms used herein shall have the same meaning as ascribed in the Agreement, unless otherwise provided herein.
5. All other terms and conditions of the Original Agreement and Amendment One remain unchanged and in full force and effect except as specifically modified herein.

In witness thereof, the parties have caused this Amendment Two to be executed by their respective authorized officers or agents on the date(s) set forth below.

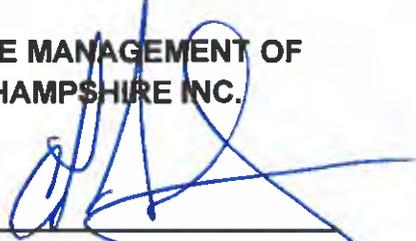
LAMPREY REGIONAL COOP



Paul R. Deschaine, Chairman
Board of Directors
Duly Authorized

Date: March 9, 2023

**WASTE MANAGEMENT OF
NEW HAMPSHIRE INC.**



Chris DeSantis, President

Date: 3-15-2023

EXHIBIT 1

**JOINDER OF PARTICIPATING COMMUNITY
TO WASTE DISPOSAL AGREEMENT AS AMENDED**

The undersigned duly authorized representative of the Town/City of _____, New Hampshire, on behalf of said Town/City, hereby join in that certain Waste Disposal Agreement by and between the Lamprey Regional Cooperative (the "COOP") and Waste Management of New Hampshire, Inc. Turnkey Recycling and Environmental Enterprises ("TREE"), dated December 22, 2006 (the "Original Agreement") as amended by that certain Amendment One dated August 24, 2015 ("Amendment One") and that certain Amendment Two dated _____ ("Amendment Two") (collectively, the Original Agreement, Amendment One and Amendment Two referred to as the "Agreement"). The Town/City hereby acknowledges and agrees to fully perform all obligations as a Participating Community (as defined in the Agreement) under the terms and conditions of the Agreement, including but not limited to the payment of disposal fees to TREE and delivery of all "Waste Materials" to TREE (as defined in the Agreement).

DATED:

TOWN/CITY OF _____
NEW HAMPSHIRE (the "Town/City")

Witness

By: _____
its duly authorized representative

WM New Tipping Fee Proposal						
Year	Existing WM LRC Rate	WM Rochester Host Fee	Incremental Change per Existing Contract	Adjusted Existing New Rate	New Rates Per Amend. #2	
2017	\$ 64.00	\$ 0.65		\$ 64.00	n/a	
2017	\$ 64.00	\$ 2.25		\$ 64.00	n/a	
2018	\$ 65.00	\$ 3.00		\$ 65.00	n/a	
2019	\$ 66.00	\$ 3.00		\$ 66.00	n/a	
2020	\$ 67.00	\$ 3.50		\$ 67.00	n/a	
2021	\$ 68.50	\$ 3.50		\$ 68.50	n/a	
2022	\$ 70.00	\$ 3.50	\$ 2.85	\$ 72.85	n/a	
2023	\$ 71.50	\$ 4.50	\$ 3.85	\$ 75.35	n/a	
2023	\$ 71.50	\$ 4.50	\$ 3.85	\$ 75.35	\$ 78.00	6/1/2023
2024	\$ 73.00	\$ 4.73	\$ 4.08	\$ 77.08	\$ 81.00	
2025	\$ 74.00	\$ 4.96	\$ 4.31	\$ 78.31	\$ 84.00	
2026	\$ 75.00	\$ 5.21	\$ 4.56	\$ 79.56	\$ 87.00	
2027	n/a	n/a	n/a	n/a	\$ 90.00	
2028	n/a	n/a	n/a	n/a	\$ 93.00	
2029	n/a	n/a	n/a	n/a	\$ 96.00	
2030	n/a	n/a	n/a	n/a	\$ 103.00	
2031	n/a	n/a	n/a	n/a	\$ 110.00	
2032	n/a	n/a	n/a	n/a	\$ 118.00	
2033	n/a	n/a	n/a	n/a	\$ 127.00	
		5% growth beyond 2022 assumed				

MARKET RATES FOR MSW DISPOSAL

Municipality	CY 22 Disposal Rate Per ton	Disposal Facility
Billerica MA	\$86.42	Wheelabrator
Burlington MA	\$93.60	Covanta
Chelmsford MA	\$93.60	Covanta
Derry, NH	\$92.70	Covanta
Dover NH	\$77.50	TREE
Groveland MA	\$84.00	Wheelabrator
Hampton NH	\$82.14	TREE
Hudson NH	\$86.50	Wheelabrator
Lawrence MA	\$83.00	Wheelabrator
Lowell MA	\$81.57	Wheelabrator
Lynnfield	\$95.48	JRM
Merrimack, NH	\$78.00	TREE
Plaistow NH	\$85.00	Covanta
Portsmouth NH	\$76.07	TREE
Reading MA	\$95.48	Covanta
Somersworth, NH	\$83.01	TREE
Souhegan Regional Landfill District	\$90.00	Wheelabrator
Southeast Regional	\$77.12	TREE
Wakefield MA	\$95.48	Covanta
Winchester MA	\$95.48	Wheelabrator
Willmington MA	\$83.15	Wheelabrator
MSW Disposal Average Cost Per Ton	\$86.44	



TOWN OF STRATHAM

Incorporated 1716

10 Bunker Hill Avenue · Stratham, NH 03885

Town Clerk/Tax Collector 603-772-4741

Select Board/Administration/Assessing 603-772-7391

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

Fax (All Offices) 603-775-0517

TO: Select Board Members
FROM: Mark Connors, Town Planner
FOR: April 3, 2023
RE: **Off Stratham Heights parcel proposed purchase and acquisition**

The woodlot parcel known as 'Off Stratham Heights Road' (Tax Map 3, Lot 12) is approximately 8.44 acres and is heavily wooded with several areas of wetland. The lot abuts a town-owned lot (Map 3, Lot 13) and other areas of open space in the vicinity of Stratham Heights Road, Bunker Hill Avenue, and Rollins Farm Road.

The owner approached the Conservation Commission to see if the Town would be interested in purchasing the property. The parcel is undeveloped and abuts several open spaces (including several permanently protected parcels in North Hampton known as the Chen Sau Conservation Area) that extend continuously approximately two miles east into the town of North Hampton all the way to Interstate 95 (see page 3 for an aerial view). The parcel includes several pockets of wetlands that feed into a much larger wetland complex that also extends into North Hampton as part of the Winnicut River watershed. For its natural resource value, and for its contiguity with other open space parcels and areas of wetlands spanning the two communities, the Commission felt this is an important acquisition for the community.

NH RSA 36-A:4 and 5 outlines the process for expending funds for acquiring property or development rights to property to be utilized as conservation lands. The law states that the Conservation Commission must hold a public hearing with notice (which occurred on March 22, 2023) and be authorized by a majority vote of the Commission. The Commission approved the purchase of the property for \$27,200 unanimously by a vote of 7 to 0. The law (RSA 36-A:4) also states such actions are "subject to the approval of the local governing body," necessitating the need for the Select Board's action on this tonight. If the Board is supportive of this acquisition, the following draft motion is offered:

Draft Motion:

I move that the Select Board approve of the purchase of a parcel of land identified in the Stratham Tax Maps as Map 3, Lot 12, owned by the Pace Revocable Trust of 2019, subject to the following condition:

- 1. The Town shall conduct its due diligence, including a title search, prior to the sale. If any issues are identified which may materially impact this acquisition, this matter shall not proceed and return to the Select Board for additional consideration.*



Stratham, NH



February 22, 2023

1 inch = 213 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



March 30, 2023

Stratham, NH

1 inch = 551 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



TOWN OF STRATHAM

Incorporated 1716

10 Bunker Hill Avenue • Stratham, NH 03885

Voice (603) 772-7391 • Fax (603) 775-0517 • www.strathamnh.gov

COMMITTEE APPOINTMENT APPLICATION

- | | |
|---|---|
| <input type="checkbox"/> Heritage Commission | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Public Works Commission |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Stratham Summerfest Committee | <input type="checkbox"/> Energy Commission |
| <input type="checkbox"/> Exeter Squamscott River Advisory Committee | <input type="checkbox"/> Rockingham Planning Commission |
| <input type="checkbox"/> Pedestrian & Cyclist Advocacy Committee | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Trail Management Advisory Committee | |

JOHN ("JOCK") DYER (207) 450-9473 (M)
 Applicant Name (print) Phone #

11 BARONS WAY 03885 JOCK1943@YAHOO.COM
 Address Email

Registered Voter of Stratham? YES NO Number of Years as a Resident 4

I would like to be considered by the Select Board for appointment to a town/board/commission/committee indicated above because:

THE WALKING/BIKING TRAILS OF STRATHAM ARE A
VALUABLE TOWN ASSET, WORTHY OF MANAGEMENT.
I AM WILLING TO VOLUNTEER MY LABOR FOR
TRAIL RESTORATION/CREATION.

I feel the following experience and background qualifies me for this position:

HIKING HAS BEEN A LIFE-LONG ACTIVITY,
IN ALL KINDS OF WEATHER, IN NEW ENGLAND
I BELIEVE THE PRESERVATION OF FLORA AND
FAUNA HABITAT AND SAFE ACCESS FOR CITIZENS
IS IMPORTANT.

JAL Dy 3-13-2023
 Signature of Applicant Date



TOWN OF STRATHAM

Incorporated 1716

10 Bunker Hill Avenue • Stratham, NH 03885

Voice (603) 772-7391 • Fax (603) 775-0517 • www.strathamnh.gov



COMMITTEE APPOINTMENT APPLICATION

- | | |
|---|---|
| <input type="checkbox"/> Heritage Commission | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> Public Works Commission |
| <input checked="" type="checkbox"/> Conservation Commission | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Stratham Summerfest Committee | <input type="checkbox"/> Energy Commission |
| <input type="checkbox"/> Exeter Squamscott River Advisory Committee | <input type="checkbox"/> Rockingham Planning Commission |
| <input type="checkbox"/> Pedestrian & Cyclist Advocacy Committee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Trail Management Advisory Committee | |

Bob Keating 603 765 5460
 Applicant Name (print) Phone #

51 Bunker Hill Ave BobKeating@LillbroganLester.com
 Address Email

Registered Voter of Stratham? YES NO Number of Years as a Resident 65

I would like to be considered by the Select Board for appointment to a town/board/commission/committee indicated above because:

I have been on Commission since 1998

I feel the following experience and background qualifies me for this position:

in service on Commission

Bob Keating 3/22/23
 Signature of Applicant Date