MEMORANDUM

TO: Michael Houghton, Select Board Chair

Joseph Lovejoy, Select Board Vice-Chair

Allison Knab, Select Board

FROM: David Moore, Town Administrator

DATE: December 4, 2020

RE: Select Board Agenda and Materials for the December 7th Regular Meeting

Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for December 7, 2020.

III. Consideration of Minutes

Draft minutes from your meetings on November 9 2020, November 16, 2020 and December 3, 2020 are being prepared for your acceptance.

IV. Treasurer Report (first meeting of the month)

V. Department Reports & Presentations

The department report will be provided by Department of Public Works Director Nate Mears.

VI. Correspondence

VII. Public Comment

VIII. Public Hearings, Ordinances and/or Resolutions

- A. Public Hearing regarding Deed Acceptance Murphy Lane (see public hearing notice)
- B. Public Hearing regarding acceptance of a grant from The Recycling Partnership of up to \$51,200 in grant funding to incentivize the collection of curbside recycling and environmental protection and education (see public hearing notice)
- C. Public Hearing regarding adoption of FEMA maps (see public hearing notice)

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

X. New Business and Action Items

A. The Recycling Partnership Grant Agreement

This item will be addressed by the Public Works Director during the Departmental Report. I have attached the grant agreement for The Recycling Partnership to this memo. Action on this item should take place following the public hearing earlier in the meeting.

Sample motion: Authorize the Town Administrator to enter into the proposed grant agreement with The Recycling Partnership for \$51,200

B. Tax Abatement Recommendations and Veterans Credit Approvals

On behalf of Tax Assessor, I will review with the Board recommended abatements and credit approvals included in this packet.

C. Annual Report Preparation

Each year a number of preparatory discussions for the Annual Report are helpful to have early in the process. As you are aware (see informational items) a memo to Boards and Commissions Chairs and departments has gone out seeking end of year reports.

D. Budget Process and Warrant Articles

In coordination with the Chair, this item is identified as an opportunity o discuss warrant articles for the 2021 Town Meeting in general and beyond the appropriations and financial articles discussed as part of the budget process. I also recommend we have a general discussion about the Town Meeting in 2021 in the context of the pandemic impacts.

XI. Town Administrator Report

I plan to present you with a number of updates on Town business. If you have any particular items of business you would like to make sure I am prepared to cover, please let me know. We will also need a non-public session for this meeting.

XII. Informational Items

A. 20 Portsmouth Avenue "Chipotle" – Notice of State liquor license request

No action is required here, if the Board wishes to make comment as part of the licensing process I will coordinate follow-up.

B. Town Report Preparation Memo

XIII. Reservations, Event Requests & Permits

A. Annie's Angels Raffle Permit Request

XIV. Review of Recent or Upcoming Board & Commissions Agendas

XV. Boards and Commissions Nominations & Appointments

- A. Colin Laverty, Resignation from Planning Board (see e-mail correspondence)
- B. Pamela Hollasch, Planning Board, current alternate (for consideration)
- C. Kate Dardinski, Recreation Board (to be voted)

XV. Miscellaneous & Old Business

- A. PFAS in Town Center
- B. Open Items Tracking

XVI. Adjournment



INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

SELECT BOARD AGENDA DECEMBER 7, 2020 7:00 P.M.

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

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

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

COVID Public Meeting Notice

This meeting is scheduled to be held "in person" at the Stratham Municipal Center. In accordance with this notice, if the Chair makes a determination to hold this meeting remotely notice will be published by 3:30 p.m. on the day of the meeting.

Per NH RSA 91-A:2 III (b) the Chair has declared COVID-19 Outbreak an emergency and has waived the requirement that a quorum be physically present at the meeting pursuant to the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-20, and Emergency Order #12, Section 3. Members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call.

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 November 9, 2020; November 16, 2020 and December 3rd.
- IV. Treasurer Report (first meeting of the month)

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

TT16

TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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- V. Department Reports & Presentations
 - Department of Public Works Director Nate Mears
- VI. Correspondence
- VII. Public Comment
- 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. The Recycling Partnership Grant Agreement
 - B. Tax Abatement Recommendations and Veterans Credit Approvals
 - C. Annual Report Preparation
 - D. Budget Process and Warrant Articles
- XI. Town Administrator Report
- XII. Informational Items
 - A. 20 Portsmouth Avenue "Chipotle" Notice of State liquor license request
 - B. Town Report Preparation Memo
- XIII. Reservations, Event Requests & Permits
 - A. Annie's Angels Raffle Permit Request
- XIV. Review of Recent or Upcoming Board & Commissions Agendas
- XV. Boards and Commissions Nominations & Appointments
 - A. Colin Laverty, Resignation from Planning Board (see e-mail correspondence)
 - B. Pamela Hollasch, Planning Board, current alternate (for consideration)
 - C. Kate Dardinski, Recreation Board (to be voted)



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XVI. Miscellaneous & Old Business

A. PFAS in Town Center

B. Open Items Tracking

XVII. Adjournment

<u>Town of Stratham - Finance Held Accounts</u>

(This list does not include accounts held by the Trustees of the Trust Funds, or Library Funds)

Balances as of 10/31/2020*

Account Name:	Bank:	<u>Balance</u>
General Fund	Citizen's	\$2,760,151.65 *
Payroll	Citizen's	\$126,007.52 *
Investment Account	Citizen's	\$3,482,366.63
NHPDIP Investment (Town)	NHPDIP	\$21,135.59
NHPDIP (Recreation Funds)	NHPDIP	\$4,188.36
NHPDIP (EMS)	NHPDIP	\$51,469.18
Mobil Cistern	TD Bank	\$33,804.94
200 Domain Drive Landscape Bond	People's Bank	\$2,548.15
Betty Lane Construction Bond	People's Bank	\$22,828.87
Betty Lane Performance Bond	People's Bank	\$24,101.33
Bunker Hill Commons Fire Cistern	People's Bank	\$8,015.66
Cemetery Land Fund	People's Bank	\$7,500.89
Drug Forfieture Fund	People's Bank	\$33.25
EMS Fund	People's Bank	\$361,069.42 *
Fire Protection Fund	People's Bank	\$47,275.38
Foss Property Sec. Dep.	People's Bank	\$3,657.82
Gifford House Sec. Deposit	People's Bank	\$2,112.67
Heritage Fund	People's Bank	\$6,948.58
Jacqueline Way	People's Bank	\$0.00 Clo
Kennebunk Savings Landscape Bond	People's Bank	\$2,541.54
Kennebunk Savings Performance (Maint) Bond	People's Bank	\$1,016.62
Lindt Offsite Improvements	People's Bank	\$1,259.70
Park Cottage Sec. Dep.	People's Bank	\$967.38
Police Detail Fund	People's Bank	\$98,583.48 *
Recreation Revolving	People's Bank	\$138,588.55
SHP Revolving Fund	People's Bank	\$40,443.77
Stratham DARE	People's Bank	\$7,694.43
Varsity Wireless Historic Sign	People's Bank	\$8,550.68
	Total:	\$7,264,862.04

Balance 12/2/2020		
\$3,449,483.32		
\$125,827.94		
\$2,132,424.92		
\$5,707,736.18		
Balance 10/30/2019		
\$5,744,579.64		

NHPDIP Current Seven Day Yield 11/27/2020 0.02%

Closed 3/2020

** Mulitiple Bonds Account/DESA

Bond I	Vame
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Altid Enterprises	People's Bank	\$11,189.17
Barbaras Way_2020	People's Bank	\$18,501.52 New 10/2020
Bond Checking (Multiple)	People's Bank	\$0.00
Bunker Hill Ave Improvements	People's Bank	\$17,194.54
GCNE	People's Bank	\$35,250.21
Green Solar Surety	People's Bank	\$4,400.43 New 9/2020
Jotaph Realty	People's Bank	\$22,697.78
Murphy Lane	People's Bank	\$17,237.17
NHSPCA	People's Bank	\$357,627.02 New 8/2020
Robie Farms	People's Bank	\$327,610.62 New 8/2020
Tansy Ave	People's Bank	\$7,082.19 New 8/2020
Winterberry Cistern	People's Bank	\$940.83
	•	

Total: \$819,731.48

Total: \$8,084,593.52

Treasurer

^{*}Not all accounts are reconciled to Bank Statement - balances are informational only.



INCORPORATED 1716

10 Bunker Hill Avenue • Stratham NH 03885

Voice (603) 772-7391 • Fax (603) 775-0517

LEGAL NOTICE OF PUBLIC HEARING STRATHAM SELECT BOARD

Pursuant to pursuant to NH RSA 674:40-a, notice is hereby given that the Stratham Select Board will hold a public hearing on December 7, 2020 at 7:00 p.m. at the Stratham Town Offices, 10 Bunker Hill Avenue. The public may access this meeting at the date and time above or via conference call by dialing (877) 205 7349, user code 2254. The hearing is for the purpose of accepting a dedicated street known as Murphy Lane, as shown on the plan of land entitled, "Subdivision of Land Prepared for Daniel R. Murphy Located at 13 Stratham Lane, Stratham, N.H. dated Nov. 2017, prepared by Atlantic Survey Co, LLC" recorded with the Rockingham County Registry of Deeds as Plan No. D-40831 ("the Plan"). The street proposed to be conveyed to the Town is described in full detail on Exhibit A attached to the proposed deed.

Full text of the related information can be found on file with the Select Board's Office. All interested persons may appear and be heard. Persons needing special accommodations and/or those interested in viewing the application materials should contact the Stratham Select Board at (603) 772-7391.



INCORPORATED 1716

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Voice (603) 772-7391 • Fax (603) 775-0517

PUBLIC HEARING NOTICE STRATHAM SELECT BOARD STRATHAM, NH

In accordance with RSA 31:95-b, the Stratham Select Board will hold a public hearing on Monday December 7, 2020 at 7:00 p.m. at the Stratham Town Offices, 10 Bunker Hill Avenue. The public may access this meeting at the date and time above or via conference call by dialing (877) 205-7349, user code 2254. The hearing is for the purpose of acceptance a grant of funds from The Recycling Partnership (TRP) up to \$51,200 to incentivize the collection of curbside recycling and environmental protection and education. For more information relative to this grant, please visit the Town Administrator's office Monday through Friday 8:30 a.m. to 4:00 p.m. or visit the Select Board portion of the Town's website.



INCORPORATED 1716

10 Bunker Hill Avenue • Stratham NH 03885

Voice (603) 772-7391 • Fax (603) 775-0517

LEGAL NOTICE OF PUBLIC HEARING STRATHAM SELECT BOARD

Notice is hereby given that the Stratham Select Board will hold a public hearing on December 7, 2020 at 7:00 p.m. at the Stratham Town Offices, 10 Bunker Hill Avenue. The public may access this meeting at the date and time above or via conference call by dialing (877) 205-7349, user code 2254. The hearing is for the purpose of adopting a resolution pertaining to updated FEMA maps, as follows: "Pursuant to RSA 674:57, by resolution of the Select Board, all lands designated as special floods hazard areas by the Federal Emergency Management Agency (FEMA) in is "Flood Insurance Study for the County of Rockingham, NH", dated May 17, 2005 and January 29, 2021, together with the associated Flood Insurance Rate Maps, dated May 17, 2005 and January 29, 2021, are declared to be part of the Town of Stratham Zoning Ordinance and are hereby incorporated by reference."

Full text of the proposed resolution and related information can be found on file with the Planning Department. All interested persons may appear and be heard. Persons needing special accommodations and /or those interested in viewing materials should contact the Stratham Planning Department at (603) 772-7391.







RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below ("Effective Date"), by and between The Recycling Partnership, Inc. ("The Partnership") and the Town of Stratham, New Hampshire ("Grantee"), which are referred to collectively herein as the "Parties" and individually as a "Party."

- 1. Grant Agreement Documents; Entire Agreement: This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Grantee's Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- **2. Term**: The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on March 31, 2022 unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.
- **3. Grantee's Duties**: Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee's Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. **Duties of Partnership and Grantee**: The Partnership shall make cash grants to the Grantee in an amount not to exceed FIFTY ONE THOUSAND TWO HUNDRED DOLLARS (\$51,200) to support the purchase of recycling carts and educational and outreach efforts with the goal of the goal of improving and enhancing Grantee's residential curbside recycling program ("Cash Grants"). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in- kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee's public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership's intended distribution of in- kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Grantee's Workplan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee's Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee's Work Plan.

- 5. **Distribution Provisions**: The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee's Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant payment, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting allowable expenditures. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final project report; the remaining ten percent (10%) of reimbursable expenses shall be paid upon final report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.
- 6. Invoices: As described in section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report, as described in section u, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expense paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be

eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Recycling Partnership for allowable expenditures and with the final ten percent (10%) available as detailed in Paragraph 5 above.

7. Grant Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Partnership Director of Grants and Community Development:	Partnership Project Manager:	Grantee Project Manager:
Rob Taylor	Chris Coady, Director of Community	Nate Mears, Public Works Director
Telephone: (919) 777-3964	Programs	Telephone: (603) 772-5550
Email:	Telephone: (845) 527-8862	Email: nmears@strathamNH.gov
rtaylor@recyclingpartnership.org	Email:	
	ccoady@recyclingpartnership.org	

- **8. Changes and Amendments**: Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Director of Grants and Community Development of The Partnership. This Grant Agreement may be amended in a writing signed by the Parties, subject to the approval of the Grantee.
- **9. Signature Warranty**: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.
- **10. Appropriations Limitation**: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Select Board of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

[The balance of this page is intentionally left blank.]

The parties have executed this Grant Agreement as of the Effective Date.
The Recycling Partnership, Inc.
By:
Rob Taylor, Director of Grants and Community Development
DATE:
Town of Stratham, NH
By:
Name and Title of Authorized Official
DATE:

Attachment A: Terms and Conditions

- a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual allowable expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.
- **Notices**: All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to rtaylor@recyclingpartnership.org with a copy to ccoady@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's Project Manager, David Moore, at dmoore@strathamNH.gov with a copy to Public Works Director Nate Mears at nmears@strathamNH.gov.

- c. Recycled Paper: The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed doublesided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- **d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.
- e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.
- **Extensions**: The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to the Director of Grants and Community Development of The Partnership at least sixty (60) days prior to the end of the Grant Period.

- **g. Retroactive Costs**: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Director of Grants and Community Development of The Partnership.
- **h. Travel Expenses**: Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Director of Grants and Community Development of The Partnership.
- **i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.
- **Collection Frequency:** If the grant project that is the subject of this Grant Agreement involves funding in support of curbside recycling, the Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:
- Weekly collection: minimum of 64+ gallon cart is required.
- Every other week collection: 93+ gallon cart size is required.

The Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

- **k. Cart Distribution:** If the grant project that is the subject of this Grant Agreement involves grant funding in support of the purchase and distribution of carts for curbside recycling, the Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart to each eligible household.
- **I. RFID** (Radio Frequency Identification) Tags: If the grant project that is the subject of this Grant Agreement involves grant funding in support of the purchase and distribution of carts for curbside recycling, the Grantee must acquire and distribute carts with embedded RFID tags.
- m. Recycled Content Requirement: If the grant project that is the subject of this Grant Agreement involves grant funding in support of the purchase and distribution of carts for curbside recycling, the Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels. To qualify as residential post-consumer content, the reclaimed plastic must

have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

n. Material Collection and Management of Recyclable Materials: The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility ("MRF"), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee's MRF operator that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

- o. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that carts are coming; 2) a kit of information delivered with the cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.
- **p. Press Events:** The Grantee agrees to participate in local press events and activities related to The Partnership, which may include, but are not limited to, press releases, interviews, ribbon cutting ceremonies, etc. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such press events.

- q. Graphic Design Edits: The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least seven (7) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties.
- r. Logo Usage: The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any other funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any additional funders and associated use of the "Funded in part by" phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.
- s. Compliance with Patent, Trademark and Copyright Laws: The Parties agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.
- t. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant

Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- **u. Reporting and Additional Post- Award Requirements:** The Grantee shall comply with reporting requirements, including:
- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program ("MMP") system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee's cart manufacturer providing assurance that the recycling carts have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Grantee's Work Plan set out in Attachment B.
- v. Reimbursement: As set out in Paragraph 5 of the Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that the Grantee made payment for the invoices in question. Acceptable proof of payment

includes copies of canceled checks or Grantee finance system reports showing that the payment was made.

The Partnership shall reimburse the Grantee for actual allowable expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in section u, Reporting and Additional Post- Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section u, Reporting and Additional Post-Award Requirements.

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Attachment B: Grantee's Workplan

a. Background: The Grantee currently operates a bin-based curbside recycling program with weekly collection conducted by a Grantee-hired contractor. This recycling program provides collection service to approximately 3,200 households within the corporate limits of the Grantee. The recyclables collected by the Grantee's curbside recycling program are delivered to a MRF operated by Casella Waste Systems in Charlestown, Massachusetts for materials processing. Grantee staff estimate that its curbside recycling program collected approximately 923 tons of recyclables from residential sources in the most recent twelve months.

In an effort to modernize its collection system and advance public recycling services, the Grantee conducted a procurement process to identify and select a service provider that could implement cart-based curbside recycling services. With the support of the Grantee-selected service provider, Casella Waste Systems, Grantee plans to transition to cart based curbside recycling collection in February 2021. Curbside recyclables will be collected on a weekly basis and as part of the agreement between Grantee and Casella Waste Systems, Casella will purchase and provide Grantee's households with recycling carts.

- b. Project Description: With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all eligible households within its jurisdiction to implement weekly cart-based curbside recycling service that will be automatically available. The Grantee will distribute 96 +/- gallon recycling carts to single family households and 64 +/- gallon recycling carts to residential townhomes and condominiums that will receive recycling services under its program. The goal is to broadly adopt a uniformly sized recycling cart for the two types of households while still accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.
- c. Measurement Plan: With the support of its curbside recycling service provider, Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's MRF operator to evaluate contamination rates of recovered materials and this data will be shared with The Partnership when and if it becomes available. Required reports transmitting project data and other project elements will be provided to The Partnership as outlined in section u, Reporting and Additional Post-Award Requirements, of Attachment A.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in section m, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around educating residents about the proper use of carts for curbside recycling and how to prepare materials for recycling collection. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident "Carts are Coming" informational mailers for all curbside households;
- A packet of information about recycling to be delivered with the cart to all households that receiving a recycling cart; and
- The implementation of anti-contamination strategies to reinforce correct recycling behavior.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include some or all of the following outreach elements:

- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.
- **e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:
- December 1, 2020 Initiate planning for education and outreach campaign in support of the upcoming changes to the Grantee's curbside recycling program and begin public-facing education and outreach efforts to support the launch of municipal cart-based curbside recycling collection.
- January 31, 2021 Complete distribution of recycling carts and information packets to all eligible households and implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of the Grant Agreement.

Grant Program provides grant funding in the amount of \$15.00 per qualifying curbside Recycling Cart and \$1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee's staff and documents provided pursuant to Paragraph 6 of the Grant Agreement. Cash Grants paid for carts will be based on the number of recycling carts distributed to participating households and will be limited to paying for one (1) cart per participating household. Grantee may, at its discretion, provide households with more than one (1) recycling cart, but in such instances Cash Grants shall only be available for one (1) cart per household. The number of households used to calculate the amount of Cash Grants paid for outreach will be based on the number of households receiving a recycling cart. The budget for Cash Grants as illustrated below assumes the provision of recycling carts and supportive education and outreach to 3,200 households by the Grantee.

The amounts set forth in the table below represent The Partnership's intended distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all eligible households for automatic weekly curbside recycling collection.	\$48,000
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$3,200
Total		\$51,200

It is understood that Cash Grants for recycling carts will be used by Grantee to make a one-time payment to Casella Waste Systems for the purposes of paying for the recycling carts that will have been distributed in Grantee's jurisdiction, thereby reducing the monthly cost of curbside recycling for all households in the jurisdiction for the duration of Grantee's contract with Dittmer.

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of

the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

SELECT BOARD MEETING 12/6/2020

Date:

12/03/2020

To:

Board of Selectmen

David Moore, TA

From:

Andrea Lewy, Assessor

Re:

2020 Signatures required

Dear Select Board,

Please sign the eight abatements and one Veteran Credit.

Seven abatements are due to the property owner overpaying on the 2020 first half tax bill. These will and did show up in the Tax Warnings that I have attached to each abatement.

One is for M.A.S.S. Realty LLC, Scott Gove due to the timing of the Board's Settlement Agreement with him. Mr. Gove's assessment could not be adjusted for 2020 due to the MS-1 was already uploaded to the DRA Portal with the old assessment.

Overpayment Names		Amount		
1 D-11 D-11-1	0. 17	\$60.00		
1. Ball, Dennis	& verna	\$60.00		
2. Carbonneau,	Albert	\$19.00		
3. Goodrich, Jo	hn & Sharon	\$23.00		
4. Johnston, M	ichael	\$248.00		
5. Kardoose, N	icholas	\$63.00		
6. Lawley, Pete	er	\$285.00		
7. Vermeersch, Mary		\$111.00		
BTLA Settlement	abatement	Amount		
M.A.S.S. Realty- Scott Gove		\$627.25		
Veteran Tax Credi	t	Approve		
Behl, John Smith, Marguerite	Map 16-4-57 Map 21-7-33	Approve for 2021 Approve for 2021		
Simul, margaente	11th 21 , 33	112210101012021		



INCORPORATED 1716

10 Bunker Hill Avenue • Stratham NH 03885

Voice (603) 772-7391 • Fax (603) 775-0517

MEMORANDUM

TO:

David Barr - Emergency Mgmt.
Bill McCarthy - Conservation. Comm.
Sarah MacGregor - Mosquito Control
Thomas House - Planning Board
Kayla Moore/Supt. Ryan - SAU 16 District
Bruce Kerr - Historical Society
Seth Hickey, Recreation Comm.
Lesley Kimball - Library
Anthony King - Police Department
Matt Larrabee - Fire Department
Shanti Wolph - CEO/BI
Diane Morgera - Trustees, Trust Funds

Nate Mears - Department of Public Works
June Sawyer - Cemetery Committee
Joyce Charbonneau - Town Clerk
Nate Merrill - Heritage Commission
Andrea Lewy - Assessing
John Boisvert - Public Works Comm.
Dan Crow - Park Association
Francisco Marin - Stratham Fair Comm.
Mike Welty - Energy Commission
Pedestrian & Cyclist Advocacy Com
Dawna Duhamel, Finance Administrator

FROM: David Moore, Town Administrator

DATE: December 2, 2020

RE: Town Report Submittals for 2020

As we prepare to close out the year, the Select Board and I would like to request your assistance once again in preparing this year's Town Report.

Please allow this memorandum to serve as notice about the deadline for submitting materials for inclusion in the Town Report. Please submit your materials via e-mail to the Town Administrator's office by 9:00 a.m. on Friday January 15, 2021 to both Executive Assistant Karen Richard (krichard@strathamnh.gov) and Town Administrator David Moore (dmoore@strathamnh.gov). Reports are requested to be no more than one-page in length (using a 12-point, Times New Roman font with a one (1) inch margin).

The Select Board and I appreciate the time and effort it takes to contribute to the Town Report and share the story of your Committee's work throughout the year. I thank you for all your efforts and cooperation.

cc: Select Board

Karen Richard, Executive Assistant



The State of New Hampshire LIQUOR COMMISSION

Division of Enforcement & Licensing 50 Storrs Street Concord, NH 03301 Phone: (603) 271-3521 Fax: (603) 271-3758



December 4, 2020

STRATHAM 10 BUNKER HILL AVE. STRATHAM, NH 03885

Subject: RSA 541-A:39 Notice To Municipalities

Dear Sir or Madam:

Chipotle Mexican Grill of Colorado, LLC, DBA Chipotle Mexican Grill, has made application to the Division of Enforcement for a **Restaurant Beverage/Wine/Liquor** liquor license under the provisions of RSA 178:18 & 178:19A. This establishment is located at 20 Portsmouth Ave, Jack Hartung and Matthew Ells are the LLC Member Managers.

Pursuant to RSA 541-A:39, the New Hampshire Liquor Commission hereby provides the City/Town of Stratham with notice of the application and informs you that you may submit data, views, comments, or other materials or evidence with respect to the potential issuance of the liquor license. This information will be taken into consideration by the Division of Enforcement & Licensing prior to its recommendation to the Liquor Commission for approval or denial of the license.

Sincerely,

Mark C Armaganian, Chief Division of Enforcement

Mel C Anogunera

RAFFLE PERMIT APPLICATION

Town of Stratham Incorporated 1716

10 Bunker Hill Ave. • Stratham, NH 03885

APPLICANT INFORMATION				
Organization Applying for Permit: Annie's Angels Memorial Fund Inc. (Note: Only legal non-profits can be issued a permit)		Employer ID #: 20-8562444		
Address: 8 Jana Lane	ddress: 8 Jana Lane City: Stratham		State: NH	Zip: 03885
Contact Person: William DaGiau	Phone: 603-686-422	4	Email: bill@anniesangels.org	
RAFFLE/DRAWING PERMIT INFO	RMATION			
Date(s) Raffle Tickets Will Be Sold: January	31, 2021 thru Septer	mber 11, 2021		
Date of Drawing: September 11, 2021		Location of Drawing: 8 Jana Lane, Stratham, NH		
List Items to be Raffled: 2021 Harley Dav	vidson - Model to be d	etermined upon	release of the 2021 r	model year.
		an managan da managan d		
Reason for Raffle: Raise funds for Annie'	s Angels Memorial Fi	und so we may c	ontinue to service the	e seacoast bu helping
local families strugglin				
How is Raffle Going to be Conducted (i.e. door	to door, only at events, or	nly family and friend	ls, etc.):	
At events, to family and friends, to su	pporters via emails			
Other (any other pertinent information): Ple	ase feel free to reach	out for any othe	r information you ma	y require!
I have read the provisions of NH RSA 287-A (attached) and by signing below, state that the organization I represent will comply with those provisions at all times.				
Signature: William Dagiau			Date: ///3	30/2020
☐ APPROVED ☐ DENIED Reason for denial:				
Selectman Signature:			Date:	
Selectman Signature:			Date:	
Selectman Signature:		Date:		

David Moore

From: Laverty, Colin P. <CLaverty@ehr.org>
Sent: Thursday, December 03, 2020 1:00 PM

To: Thomas House

Cc: Denise Lemire; David Moore

Subject: Colin Laverty Resignation - Stratham Planning Board 12.3.2020

Good afternoon Tom,

I am writing to provide my resignation to the Town of Stratham Planning Board. I appreciate the opportunity to serve the community as a voting member of the Planning Board. I have recently been consumed with additional professional duties, caring for my two children, and pursuing an MBA.

Thank you again for the opportunity and I look forward to serving The Town of Stratham in the future when I have more time to commit to future boards.

Respectfully,

Colin P. Laverty 121 Stratham Heights Road Stratham, NH 03885

TOWN OF STRATHAM APPLICATION FOR APPOINTMENT

BOARD OF ADJUSTMENT	PUBLIC WORKS COMMISSION
BUDGET ADVISORY COMMITTEE	X RECREATION COMMISSION
CONSERVATION COMMISSION	RT 108 CORRIDOR STUDY COMMITTEE
ENERGY COMMISSION	STRATHAM FAIR COMMITTEE
HERITAGE COMMISSION	TECHNICAL REVIEW COMMITTEE
PLANNING BOARD	OTHER
APPLICANT'S NAME Kate Dadinski	PHONE # 9789684109
ADDRESS 3 Charles Strutnam	UH 03885
EMAIL <u>katedardinskie</u> gma, .c	om
REGISTERED VOTER OF STRATHAM? YES_	
NUMBER OF YEARS AS A RESIDENT	
I WOULD LIKE TO BE CONSIDERED BY THE BE APPOINTMENT TO A TOWN BOARD/COMMISS BECAUSE: [would like to be involved in the content of the conte	ION/COMMITTEE INDICATED ABOVE
frecreation in Statum.	12 2 3 Jan 5
I FEEL THE FOLLOWING EXPERIENCE AND BATHIS POSITION: I'm been involved with out	
curer-from a PT job@ Easker Mon	tain Sports years aso to
Zu years working for und trusted consenat	ions examps.
SIGNATURE OF APPLICANT	DATE 10/26/20