

### 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 20, 2023

RE: Select Board Agenda and Materials for the March 24<sup>th</sup> Regular Meeting

Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for Friday, March 24, 2023.

- III. Consideration of Minutes March 6, 2023
- IV. Finance and Budget Reports (second meeting of the month)
  - A. Financial Status Report
  - B. February Budget and Revenue Reports
- V. Department Reports & Presentations
  - A. Department of Public Works Nate Mears
  - B. Auditor Presentation 2023 Audit Vachon Clukay
- VI. Correspondence
  - A. (Undated) Letter from Haven re: Thank you
  - B. 2/28/2023 Letter from DHHS Division of Public Health Services re: Covid-19 clinics
  - C. 3/3/2023 Letter from Comcast re: service change
- VII. Public Comment
- VIII. Public Hearings, Ordinances and/or Resolutions
- IX. Discussion of Monthly Reports (second meeting of the Month)

### X. New Business and Action Items

### A. Election of Select Board Officers – Chair and Vice- Chair

This is the first meeting following the Town Meeting where new officials were elected. **Under this action item the Board would make nominations for the Chair and Vice-Chair positions and vote.** The Board may choose to move this item to the top of the agenda.

### B. Town Meeting Reflections

This is an opportunity to review comments, follow-up items and other reflections associated with Town Meeting.

### C. Adoption of Select Board Rules of Procedure

The Board adopts their Select Board procedures at their first meeting. I have included the current version of the Rules without any proposed changes for this year from staff. I am happy to discuss changes as the Board sees fit.

### D. Review of Board liaisons and Select Board committee Appointments

I have provided a list of the current Select Board member Boards and Commissions appointments as well as the current liaison relationships with departments for your consideration, amendment or adoption.

### E. Adoptions of Rules, Orders and Policies

At the first meeting each year the Select Board readopts, rules orders and procedures. Following adoption, I redistribute to staff as reminder of important policies and procedures of the Town. Each year we add new policies to the compendium or existing policies that belong in the compendium but haven't previously been included.

Here is a summary of the additions changes to this year's compendium (these are also called out in bold in the cover page of the compendium, page 1):

- 1. The Revised "Town Property naming policy (revised April 2022) is included.
- 2. Town of Stratham Credit Card Policy Adopted March \_\_\_, 2023
- 3. Town of Stratham Welfare Policies and Procedures
- 4. Fire Department Meeting Room Policy, Morgera Room June 23, 2008
- 5. Policy Concerning Uncollectable Funds Issued to Town November 21, 2022

Recommended action: I recommend the Board take action to readopt these rules, orders and procedures; discuss amendments or request other action or changes.

F. Adoption of Joint Powers Agreement with Community Power Coalition of New Hampshire

The Energy Aggregation Committee is recommending the Select Board enter into the Joint Powers Agreement with Community Power Coalition of New Hampshire. I have previously distributed a series of slides from the EAC explaining their recommendation. In addition, counsel for the Town has reviewed the agreement and does not take any exception to the Town's signature. This agreement is an initial step in working more closely with CPCNH that will provide significant support and technical assistance to our EAC as they move forward. A next step would be to enter into a Cost Sharing Agreement (CSA). This agreement has been developed (since December 2022) and signed-off on by many Towns wishing to move forward with Community Power some of whom are starting their own programs this month and next as part of a "first-wave" in New Hampshire. The EAC is working on the plan to recommend to you for Town Meeting 2024; signature on a CSA would come after adoption of the plan.

Recommended action: I recommend the Board vote to enter into the Joint Powers Agreement as presented and reviewed by Town Counsel and recommended by the Energy Aggregation Committee.

G. Engine #1 Replacement Purchase

The Fire Chief is requesting the authority to move forward with the purchase of a replacement fire engine for the Fire Department. The expense is estimated to cost no more than \$950,000. 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. I am awaiting documentation pertaining to the make, model, pricing and other terms, which I plan to provide to you before our meeting.

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 Action: 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) and to further authorize the Fire Chief to enter into an agreement to sell the current E-1 to the firm providing the engine replacement.

H. Scheduling of April 3<sup>rd</sup> Public Hearing re: Transfer Station Fees (Action may take place under departmental report)

The 2023 Town Meeting adopted RSA 41:9-a. As a result, I am recommend the Board schedule a public hearing to consider fee changes to the Transfer Station fees. Nate Mears will speak to this in his departmental report. I have included a memorandum from Nate Mears on the subject in your packet.

Recommended action: Schedule and notice a public hearing for Monday April 3, 2023 at 7:00 p.m.

I. Update and Authorization on Electricity Aggregation Contract – locking in Year 2 non-winter months

You may recall from a recent update, our aggregation group's agreement with Constellation Energy includes a blended rate in years 2 and 3 (50% of our original guaranteed rate of ~10 cents/kwh and the 50% to be locked in at a later time). We are being advised to lock in in the coming weeks to month to take advantage of currently quoted pricing at ~8.8 cents/kwh. The pricing does change up until and lock-in is executed and all partners in the aggregation agreement must agree to lock-in and sign on the same day. I have included a handout in your packet which shows how the blended rate in years 2 and 3 would work as currently quoted.

Recommended Action: Authorize the Town Administrator to enter into a lock-in agreement with Constellation Energy between March 23 and May 31<sup>st</sup>, following recommendation of the RPC Aggregation team and consultation with the Stratham Energy Commission Chair.

### XI. Town Administrator Report

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

### XII. Informational Items

- A. NHMA presents a Seacoast Legislative Half-Time Update, Exeter Town Hall, 4/5/23 at 6:30pm.
- B. Legislative proposal affecting professional licensure

- C. Ambulance Purchase (2022 Town Meeting SRF authorization) Update from Chief Denton: we are most likely not going to receive it in 2023 and do not have any definitive timeline when we can expect it due to manufacturing delays and supply chain issues.
- D. Credit Card Policy
- E. Health Trust Benefit Education Events April 5<sup>th</sup>, two sessions with lunch in between
- XIII. Reservations, Event Requests & Permits
  - A. Raffle permit request from Acorn School
- B. Stratham Community Church request to use top of the hill at SHP for Easter sunrise service
  - C. Nate Merrill requesting use of the Morgera Room on 6/3/23 for a baby shower (Note: Nate is not a member of the SVFD; the Room policy permits private parties if approved by the Select Board)
- XIV. Review of Recent or Upcoming Board & Commissions Agendas
- XV. Boards and Commissions Nominations & Appointments
  - A. Appointments for consideration:
  - B. Appointments to be voted on:
    - 1. Matt O'Keefe for re-appointment to the Energy Commission for a three year term to expire in 2026
    - 2. Forrest Barker for re-appointment to the Heritage Commission for a three year term ending 2026
    - 3. Nate Merrill for re-appointment to the Heritage Commission for a three year term ending 2026
    - 4. John Singleton to the Trail Management Advisory Committee to coincide with that Committee's expiration.
    - 5. Drew Pierce for re-appointment to the Zoning Board of Adjustment for a three year term ending 2026
- XVI. Miscellaneous & Old Business
- XVII. Adjournment



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# SELECT BOARD AGENDA March 24, 2023 8:00 A.M.

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

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

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

To access materials related to this meeting, please see this link: <a href="https://www.strathamnh.gov/select-board">https://www.strathamnh.gov/select-board</a>

- Call to order
- II. Roll Call
- III. Consideration of Minutes March 6, 2023
- IV. Finance and Budget Reports (second meeting of the month)
  - A. Financial Status Report
  - B. February Budget and Revenue Reports
- V. Department Reports & Presentations
  - A. Department of Public Works Nate Mears
  - B. Auditor Presentation 2023 Audit Vachon Clukay
- VI. Correspondence
  - A. Undated Letter from Haven re: Thank you
  - B. 2/28/2023 Letter from DHHS Division of Public Health Services re: Covid-19 clinics
  - C. 3/3/2023 Letter from Comcast re: service change
- 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.

# T716

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  - G. Engine #1 Replacement Purchase
  - H. Scheduling of April 3<sup>rd</sup> Public Hearing re: Transfer Station Fees
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### MINUTES OF THE MARCH 6, 2023 SELECT BOARD MEETING

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

ALSO PRESENT: Town Administrator David Moore, Finance Administrator Christiane McAllister, Parks & Recreation Director Seth Hickey, Town Clerk/Tax Collector Deborah Bakie

At 7:00 pm Mr. Houghton opened the meeting and requested motions on the minutes. Ms. Knab noted that there was no time noted in the draft minutes from February 21, 2023. Mr. Anderson motioned approval of the minutes with a time added. Ms. Knab seconded the motioned. All voted in favor. Mr. Houghton recognized Mr. Hickey who began by explaining why the summer camp registration system crashed and how it was rectified. The next challenge will be recruiting summer camp counselors.

Trail Management Advisory Committee held a community engagement on Jan. 26 which was well attended. Mr. Hickey reported on the eco-counter data gathered at Stratham Hill Park. This data will be used to determine if park use is increasing or decreasing over the years; identify peak times for the Animal Control Officer to be on site based on volume; the data will be used to apply for grants; it can be used to inform trail maintenance decisions and other operational planning (like when to schedule maintenance or projects).

Mr. Hickey reported that the Recreation Commission supports the purchase of pickle ball nets for the courts at Stevens Park and installing a wind screen.

The pump track contract has been executed and the work is moving forward. Basketball tournament play is wrapping up. He reported on senior events for the upcoming month. Due to demand, they are adding an additional Bone Builders program. Coffee Socials will be on a weekly basis. There has been an increase in new attendees and engagement at the socials.

Mr. Hickey reflected on the growth of his department. They rely on volunteers to keep programs running. The current Programming Coordinator position has changed to be more focused on youth sports and providing services during programming days, including Saturdays. Because much of this programming occurs on the weekend, it takes Programming Coordinator Jamie Schaaf out of the office during the week. Mr. Hickey stated that they are continually trying to offer the community more while meeting the demand for existing programs. They are at capacity which makes him concerned about the services they'll be able to provide. Mr. Hickey feels they need assistance with senior programming and administration. Ms. Knab spoke about being proud that Stratham has continued to offer strong youth programs. Mr. Hickey said that the trend is that youth are moving to private programs. Mr. Houghton requested an overview of the programming budget and confirmed that fees for programs are deposited in the Rec. Revolving Fund. Ms. McAllister explained that she created a spreadsheet which tracks revenue and expenses by program. This information will enable us to create a more accurate budget which will allow us to better meet program needs. Mr. Moore added that, except for senior community trips and non-residents, we don't collect fees for senior programming. Mr. Houghton feels that Parks and Recreation has done a phenomenal job over the years. Ms. McAllister

reminded them that the Recreation Commission has authority to spend from Rec. Revolving Fund. Recent changes in financial reporting should make it easy for the Select Board to view the detailed finances of the department. Mr. Moore noted that because of upcoming changes in the Recreation Commission due to term expirations, it will be a good time to review the duties and policies regarding the Rec Revolving Fund. The Board was supportive of the staff exploring solutions to workload demands in the administrative area of Parks & Rec in order to maintain the current programming and meet goals for new services for seniors, youth and teens. The Board explored reviewing program fees to ensure the costs of providing these programs are met. Ms. McCallister, Mr. Hickey and Mr. Moore indicated they will keep working on this.

Mr. Houghton moved to Town Meeting preparations. Mr. Moore reviewed Voter Information Night. He and Town Planner Mark Connors videotaped their explanation of the warrant articles in advance and posted them online. The Voter Information Night will be videotaped and posted online in its entirety. He stated that Town Clerk/Tax Collector Deborah Bakie has the logistics for the election well under control. Mr. Houghton wondered if he should attend given the fact that he is a candidate. It was suggested former Select Board member Joe Lovejoy stand in as a replacement. Ms. Bakie spoke with the Secretary of State's office who said Mr. Houghton may attend, but suggested he hand out Town Reports or stickers. Mr. Moore reviewed the annotated agenda for Town Meeting. They discussed who might do the readings for the In Memoriam. The group continued to discuss the Town Meeting presentation, making suggestions and revisions.

### **NEW BUSINESS**

Mr. Moore briefly reviewed upcoming committee term expirations and those members who are seeking re-appointment.

Mr. Moore reviewed the meeting agenda format. He talked about what he feels is helpful to retain. Mr. Houghton noted he appreciates receiving meeting content in advance and knowing what the deliverables and requested actions for the meetings are. Ms. Knab prefers to have non-public sessions earlier in the night as she feels it leads to deeper, important conversations. She also likes to have some meetings without dept. heads so that they can get directly into the agenda topics. The Board reiterated their preference for Department heads to concentrate their appearances on issues of strategic importance that they need help from the Board on. They do not need to review their monthly reports, but are encouraged to bring forward the new ideas, challenges, and needs so the Board can provide guidance and assist. Mr. Moore felt it was important to show the emphasis on financial management by including the treasurer report, financial status report and budgetary report.

### **ADMINISTRATION**

The next Select Board meeting will be Friday, March 24, 8:00am.

Mr. Moore reported that the Energy Aggregation Committee recommends the Town enter into the Joint Powers Agreement. This is a moderate step and little to no risk for the town. Joining will allow us to benefit from the technical assistance they can provide. The cost sharing agreement is the next step and is where residents will see a reduction in cost. Surrounding

communities are at different stages in this process. Mr. Anderson added that the Energy Aggregation Committee plans to do outreach to the community in the next few months.

Mr. Moore informed the Board that laws have changed regarding Right to Know requests and recordkeeping. This has implications for management of recording non-public minutes. We can take strategic steps to minimize our risk. He will gather more details and bring more information back to the Board.

The well water testing event went well. Testing has begun.

Jenn Schaaff, DPW Admin Coordinator, started today.

Mark Connors will begin the Primex Supervisor training on March 21 - 23.

Mr. Moore indicated that he and Ms. McAlister have arranged for the auditors to come and meet with the Board. Ms. McAlister said the audit work for 2022 has been set for the week of June 19<sup>th</sup>. The Board agreed that an annual audit review with the auditors is important. They discussed the timing of the meeting and the importance of keeping it as a consistent calendar item.

Mr. Moore informed the Board that we received a subpoena as part of the State of New Hampshire's lawsuit against 3M Corp. for PFAS. Many NH communities received the subpoena which pertains, mostly, to landfills. The amount of info requested is extremely extensive and represents a severe hardship on the municipalities. NH Municipal lawyers, along with our Town Counsel, are objecting to the scope of the subpoena.

### RESERVATIONS

Ms. Knab motioned approval of the Exeter Area Garden Club's use of Room A on April 22 for their indoor yard sale and to waive the fee. Mr. Anderson seconded the motion. All voted in favor.

### **APPOINTMENTS**

John Singleton is up for consideration for a member position on the Trail Management Advisory Committee.

Mr. Anderson motioned to appoint Nicholas Garcia to the Zoning Board of Adjustment to fill the vacant Alternate position for a three year term expiring 2025. Ms. Knab seconded the motion. All voted in favor.

Ms. Knab motioned to appoint Paul Deschaine to the Energy Commission for a three year term expiring in 2026 and the Energy Aggregation Committee for a term to expire 2024.

At 8:52pm Mr. Houghton motioned to go into a non-public session in accordance with RSA 91-A:3, II (c) on a matter which, if discussed in public, would likely affect adversely the reputation of another. Mr. Anderson seconded the motion. Roll call: Houghton-yes; Knab-yes; Anderson-yes

At 9:45pm Mr. Houghton motioned to seal the minutes noting that failure to do so may render a proposed action ineffective. Ms. Knab seconded the motion. All voted in favor.

At 9:46 pm Ms. Knab motioned to adjourn. Mr. Anderson seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard, Recording Secretary



**Financial Summary Report Town of Stratham** Remaining Authority Feb July **Total YTD** FY 23 Jan Mar April Mav June Aug Sept Oct Nov Dec stricted to expend Balance YTD Fund 172,552.29 92,128.13 264,680.42 Taxes 227,720.12 291,576.69 519,296.81 100 No SB General Fund Revenue 3,700,000.00 3,180,703 14% 955,465.11 517,739.52 Expenditures 1,473,204.63 8,211,188.00 6,737,983 18% Net (555,192.70)(134,034.70)Bank 1 Reconciled Balance Cash 13,023,612.02 10,969,286.12 134,892.56 **Bank 2** Reconciled Balance Electronic 157,092.35 13,180,704.37 11,104,178.68 Total Treasurer's Reconciled Balance Cash Electronic 21,574.52 21,651.54 SB NHPDIP Investment 64,332.32 **Employee Termination Trust** Investment 103,285.64 CRF SB Highway Vehicle CRF Investment 486,338.92 488,093.75 CRF SB SVFD CRF Investment 616,422.13 558,310.83 CRF SB Town Buildings & Grounds CRF Investment 325,909.82 327,085.78 CRF Radio Communications Equip CRF Investment 51,957.70 52,145.18 CRF CC Land Conservation Trust Investment 985,823.51 989,380.60 subtotal CRF/Trusts 2,569,737.72 2,479,348.46 **Aggregate Total Funds Available** 15,772,016.61 13,605,178.68 Yes Rec Com Recreation Revolving Fund Revenue 2,499.58 14,115.00 16,614.58 Expenditures 2,157.50 11,860.22 14,017.72 342.08 2,254.78 Net Bank 3 Reconciled Balance Cash 292,409.74 297,671.74 Treasurer's Reconciled Balance 4,259.19 4,275.33 **NHPDIP** Investment Yes SB EMS Special Revenue Fund Revenue 13,794.95 11,136.31 24,931.26 Expenditures 620.44 1,183.02 1,803.46 Net 13,174.51 9,953.29 Bank 4 Reconciled Balance Cash 629,493.45 754,124.94 Treasurer's Reconciled Balance **NHPDIP** 52,339.71 52,725.66 Investment Yes SB **FIDUCIARY FUND** Revenue Bank 5 Expenditures Net Bank 5 Reconciled Balance Cash \* 501,389.75 511,936.81 Treasurer's Reconciled Balance 9,484.16 26,977.82 103 Yes SB **Police Detail Revolving Fund** Revenue 17,493.66 sub account Bank 5 Expenditures 14,353.55 14,353.55 Net 113,707.89 Cash 104,223.73 PD Detail Reconciled Balance

Treasurer's Reconciled Balance

Fund	Re- A stricted to	Authority to expend			Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total YTD	FY 23	Remaining Balance	% YTD
105	Yes	SB	Stratham Hill Park Revolving	Revenue	-	300.00											300.00			
			sub account Bank 5	Expenditures	-															
				Net	-	300.00														
			SHP Reconciled Balance	Cash	50,875.43	51,142.40														
			Treasurer's Reconciled Balance																	
				_				1	1		1				1	1			1	
109	Yes <b>I</b>	H Com	Heritage Fund		-	-														1
			sub account <b>Bank 5</b>		-	-														+
			Heritage Reconciled Balance	Net Cash	7,052.37	7,068.58														
			Treasurer's Reconciled Balance		7,032.37	7,000.50														
Exp Trust	Yes		Heritage Preservation Trust Fund		207,992.80	208,743.29														
112	Yes S	SB/PD	Stratham Dare	Revenue																T
			sub account Bank 5																	
				Net																
			Stratham Dare Reconciled Balance	Cash	6,307.46	6,321.96														
			Treasurer's Reconciled Balance																	
300			Cemetery Land Fund	Revenue																T
			sub account Bank 5																	
				Net																
			Cemetery Land Reconciled Balance	Cash	9,245.04	9,266.29														
			Treasurer's Reconciled Balance																	
			SUBTOTAL 900 TOWN FUNDS	*	177,704.03	187,507.12											*	*		
			Sub Accounts - Long Term/Asset																	
			Green Solar Surety	Cash	4,440.36	4,450.57														
			Varsity Wireless Historic Sign	Cash	7,357.18	7,374.09														
			Bunker Hill Ave Improvements	Cash	17,349.17	17,389.04														
			Bunker hill Commons Fire Cistern	Cash	8,087.74	8,106.33														
			Mobil Cistern	Cash	34,097.83	34,176.20														
			Tansy Ave		7,145.88	7,162.31														
			Winterberry Cistern	Cash	949.29	951.47														
			Fire Protection Fund	Cash	47,700.52	47,810.15														
			subtotal asset		127,127.97	127,420.16														
			Sub Accounts - Rental Escrow								1		T	Т	1	T			T	
			Foss property	Cash	3,690.72	3,699.20														1
			Gifford House	Cash	2,131.67	2,136.57														1
			Park Cottage	Cash	976.08	978.32														
			subtotal escrow		6,798.47	6,814.09														

	Re- Authority			Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total YTD	FY 23	Remaining Balance	% YTD
		Sub Accounts - Performance Bond																	
		Altid Enterprises (2011)	Cash	11,289.79	11,315.74														
		Kennebunk Savings Landscape	Cash	1,025.76	1,028.12														
		Kennebunk Savings Maintenance	Cash	2,564.39	2,570.29														
		200 Domain Drive Landscape	Cash	2,571.06	2,576.97														
		Lindt Offsite Improvements	Cash	1,271.02	1,273.94														
		NHSPCA (2004)	Cash	28.96	29.03														
		Robie Farms-renamed Treat Farms	Cash	112,539.21	112,797.87														
		GCNE (2004)	Cash	35,567.20	35,648.95														
		Jotaph Realty (2005)	Cash	22,901.89	22,954.53														
		subtotal performance bonds		189,759.28	190,195.44														
		SUBTOTAL other subaccount Bank 5	k	323,685.72	324,429.69														
		AGGREGATE CASH TOTAL		14,603,997.31	12,667,912.17														
		AGGREGATE INVESTED TOTAL		2,855,903.94	2,766,744.28														
		TOTAL FUNDS AVAILABLE		17,459,901.25	15,434,656.45														
Trust		Cemetery Trust		612,945.23	621,341.38														
1987		Mary & Walter Smyk Park Trust		336,773.93	341,998.45														
1989		Scamman Park Trust		1,454.93	1,471.88														
1932-1977		Stratham Hill Park		75,144.19	75,846.04														
1966		Stratham Hill Park Association		130,820.51	132,284.63														
2017		350th Anniversary Trust		3,709.38	3,722.77														
2012		Stratham Fair Capital Improvements		20,625.68	20,700.11														
2012		Stratham Fair Operating		62,593.16	62,819.02														
2012		Stratham Fair Rainy Day Fund		15,378.69	15,434.18														
2012		SVFD Fair Trust		108,633.66	109,025.64														
2012		SVFD J Hutton Fund		10,538.79	10,576.82														
2012		SVFD R Wiggin Fund		11,870.68	11,913.51														
2012		SVFD C Scamman Fund		6,414.00	6,437.14														
			TOTAL	1,396,902.83	1,413,571.57														

Notes: Jan Police Detail Fund expense reflects
a 2021 expenditure paid from Gen Fund

Notes: Feb 1/2 of Feb Gen Fund cash reflects TC/TC

deposited into EMS bank acct in error

### Town of Stratham For 2/28/2023

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YTD Dept MTD **Budget** Actual % 2023 Actual 2023 **Balance Expended GENERAL GOVERNMENT EXECUTIVE** Select Board 100 4130 01 101 Select Board Stipends 12.000.00 0.00 0.00 12.000.00 0.00 Administration 100 4130 02 102 Town Administration Payroll 179,410.00 13,206.47 26,523.10 152,886.90 14.78 100 4130 02 201 Supplies 4,500.00 432.75 432.75 4,067.25 9.62 100 4130 02 204 Association Dues 0.00 8.870.00 630.00 9.500.00 93.37 100 4130 02 208 Contracted services 1,500.00 0.00 0.00 1,500.00 0.00 100 4130 02 209 Workshops & Training 1,750.00 1,750.00 0.00 0.00 0.00 100 4130 02 216 Advertising 2,000.00 0.00 0.00 2,000.00 0.00 100 4130 02 224 Meetings & Meals 6,300.00 0.00 261.83 6,038.17 4.16 100 4130 02 225 Mileage 500.00 0.00 0.00 500.00 0.00 100 4130 02 230 Fed-Ex 250.00 0.00 0.00 250.00 0.00 100 4130 02 231 Postage 13,000.00 0.00 417.81 12,582.19 3.21 100 4130 02 262 Town Report 0.00 3,500.00 0.00 3,500.00 0.00 100 4130 02 317 Service Contract (copier) 6,500.00 542.00 1,084.00 5,416.00 16.68 100 4130 02 319 Background Checks 500.00 47.00 453.00 9.40 47.00 100 4130 02 328 Town Meeting 1,000.00 0.00 0.00 1,000.00 0.00 **Total Administration** 230,210.00 14,228.22 37,636.49 192,573.51 16.35 **Total Executive** 242,210.00 14,228.22 37,636.49 204,573.51 15.54 **ELECTION & REGISTRATION** 100 4140 01 201 Supplies 2,500.00 0.00 0.00 2,500.00 0.00 100 4140 01 219 Ballot Clerks 1,500.00 0.00 0.00 1,500.00 0.00 100 4140 01 220 Moderator/Asst. Moderator 900.00 0.00 0.00 900.00 0.00 500.00 500.00 100 4140 01 221 Meals 0.00 0.00 0.00 100 4140 01 301 Supervisors of the checklist 0.00 3,600.00 0.00 0.00 3,600.00 100 4140 01 308 Workshops & Training 100.00 0.00 0.00 100.00 0.00 100 4140 01 317 Equipment Maintenance 0.00 625.00 0.00 625.00 0.00 **Total Election & Registration** 9,725.00 0.00 0.00 9,725.00 0.00 FINANCIAL ADMINSTRATION 100 4150 01 120 Finance Payroll 130,500.00 9,432.69 18,794.14 111,705.86 14.40 100 4150 01 204 Dues/Misc Exp. 400.00 0.00 0.00 400.00 0.00 100 4150 01 217 Audit 26,000.00 0.00 4,518.75 21,481.25 17.38 100 4150 01 306 Financial Software Lic/Training 5.000.00 0.00 2.052.75 2.947.25 41.06 100 4150 01 308 Workshops & Training 800.00 0.00 0.00 800.00 0.00 100 4150 01 401 Contracted Services 20,000.00 1,368.53 3,537.28 16,462.72 17.69 100 4150 05 111 Finance-Treasurer Stipend 6,540.00 0.00 0.00 6,540.00 0.00 **Total Finance** 189.240.00 10.801.22 28,902.92 160,337.08 15.27 **ASSESSING** 100 4150 02 114 Assessing Payroll 8,301.00 611.05 1,227.64 7,073.36 14.79 100 4150 02 201 Assessing Supplies 500.00 0.00 0.00 500.00 0.00 100 4150 02 204 Dues/Misc Exp. 1.000.00 0.00 0.00 1.000.00 0.00 100 4150 02 218 Registry Expense 100.00 0.00 0.00 100.00 0.00 4,000.00 100 4150 02 304 Tax maps 180.00 180.00 3,820.00 4.50 100 4150 02 308 Workshops & Training 250.00 0.00 0.00 250.00 0.00 100 4150 02 316 Cell Phone Reimbursement 0.00 0.00 162.68 (162.68)0.00 7,500.00 100 4150 02 317 Equipment Maintenance/Software 7,500.00 0.00 0.00 0.00 100 4150 02 401 Contracted Services 70.000.00 4.350.00 4.350.00 65.650.00 6.21 Total Assessing 91,651.00 5,141.05 5,920.32 85,730.68 6.46 Town Clerk/Tax Collector 142,000.00 10,267.47 20,631.69 100 4150 03 112 TC/TC Payroll 121,368.31 14.53 100 4150 03 201 Office Supplies 4,500.00 79.94 79.94 4,420.06 1.78 100 4150 03 204 Dues & Memberships 60.00 0.00 0.00 60.00 0.00 100 4150 03 209 Conventions 600.00 0.00 0.00 600.00 0.00 100 4150 03 218 Registry of Deeds 400.00 8.63 8.63 391.37 2.16 100 4150 03 223 Lien Notifications 600.00 0.00 82.50 517.50 13.75 100 4150 03 225 Mileage 400.00 0.00 0.00 400.00 0.00 100 4150 03 269 Restoration of records 3.000.00 0.00 3.000.00 0.00 0.00 100 4150 03 306 Computer Support-Service 11,780.00 0.00 4,032.00 7,748.00 34.23 100 4150 03 308 Workshops & Training 500.00 500.00 0.00 0.000.00

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# Town of Stratham For 2/28/2023

	101 2/20/2023				
Total Town Clerk/Tax Collector	Dept Budget 2023 163,840.00	MTD Actual 10,356.04	YTD Actual 2023 24,834.76	Balance 139,005.24	% Expended 15.16
				<u> </u>	
Total Financial Administration	444,731.00	26,298.31	59,658.00	385,073.00	13.41
COMPUTER SERVICES	7 000 00	044.70	044.70	0.050.00	40.45
100 4150 04 201 IT Supplies/Materials 100 4150 04 202 Cloud subscripitions	7,000.00 14,000.00	941.78 0.00	941.78 0.00	6,058.22 14,000.00	13.45 0.00
100 4150 04 202 Gloud subscriptions 100 4150 04 205 Managed IT Services	80,000.00	5,038.00	10,551.00	69,449.00	13.19
100 4150 04 206 Telecom & Internet	7,800.00	0.00	0.00	7,800.00	0.00
Total Computer Services	108,800.00	5,979.78	11,492.78	97,307.22	10.56
LEGAL EXPENSES					
100 4153 01 202 Legal Expenses	40,000.00	5,131.31	4,968.31	35,031.69	12.42
Total Legal Services	40,000.00	5,131.31	4,968.31	35,031.69	12.42
PERSONNEL ADMINISTRATION					
100 4155 01 171 Medicare	50,000.00	3,441.56	6,771.35	43,228.65	13.54
100 4155 01 173 New Hampshire Retirement	572,000.00	42,231.38	116,967.33	455,032.67	20.45
100 4155 01 174 Social Security 100 4155 01 176 Unemployment	138,000.00 2.000.00	9,892.12 0.00	19,312.35 0.00	118,687.65 2,000.00	13.99 0.00
100 4155 01 170 Onemployment	83,000.00	0.00	0.00	83,000.00	0.00
100 4155 01 192 Life/AD&D	7,100.00	528.00	1,056.00	6,044.00	14.87
100 4155 01 193 Long-Term Disability	12,000.00	866.69	1,700.36	10,299.64	14.17
100 4155 01 194 Short-Term Disability	13,500.00	970.12	1,902.38	11,597.62	14.09
100 4155 01 195 Health/Dental Insurance 100 4155 01 196 HealthTrust HRA	350,000.00 15,000.00	25,914.69 0.00	49,927.62 0.00	300,072.38 15,000.00	14.27 0.00
100 4155 01 197 Misc. Fees	600.00	0.00	0.00	600.00	0.00
100 4155 01 198 Leave Compensation	10,000.00	0.00	0.00	10,000.00	0.00
100 4155 01 199 HealthTrust FSA	9,000.00	0.00	0.00	9,000.00	0.00
100 4155 02 198 Compensation Adjustments	20,000.00	0.00	0.00	20,000.00	0.00
Total Personnel	1,282,200.00	83,844.56	197,637.39	1,084,562.61	15.41
PLANNING & ZONING					
PLANNING	400 500 00	0.000.40	40,000,04	404 400 70	40.00
100 4191 01 120 Planning Department Payroll 100 4191 01 201 Supplies	120,500.00 2,000.00	8,033.12 0.00	16,066.24 0.00	104,433.76 2,000.00	13.33 0.00
100 4191 01 203 Legal Ads	3,200.00	0.00	563.97	2,636.03	17.62
100 4191 01 204 Dues & Memberships	750.00	0.00	0.00	750.00	0.00
100 4191 01 270 Rockingham Conservation District	500.00	0.00	0.00	500.00	0.00
100 4191 01 271 Rock. Planning Commission	7,900.00 2.500.00	0.00 0.00	0.00 0.00	7,900.00 2.500.00	0.00 0.00
100 4191 01 276 Special Projects 100 4191 01 306 Software License & Training	6,700.00	0.00	0.00	6,700.00	0.00
100 4191 01 308 Training	1,600.00	0.00	0.00	1,600.00	0.00
100 4191 01 318 Equipment	950.00	0.00	0.00	950.00	0.00
100 4191 01 319 Gas - Mileage	100.00	0.00	0.00	100.00	0.00
Total Planning	146,700.00	8,033.12	16,630.21	130,069.79	11.34
BUILDING INSPECTOR/CODE ENFORCEMENT					
100 4191 02 122 BI / CEO Department Payroll	133,718.00	4,939.50	14,782.50	118,935.50	11.05
100 4191 02 201 Supplies	3,000.00	760.12	760.12	2,239.88	25.34
100 4191 02 235 Fire Inspection Fees 100 4191 02 260 Plan Review	500.00 100.00	0.00 0.00	0.00 0.00	500.00 100.00	0.00 0.00
100 4191 02 266 Reference Materials	1,750.00	0.00	0.00	1,750.00	0.00
100 4191 02 306 Software License & Training	9,500.00	0.00	0.00	9,500.00	0.00
100 4191 02 308 Workshops & Training	1,800.00	320.00	320.00	1,480.00	17.78
100 4191 02 318 Equipment 100 4191 02 376 Vehicle Maintenance	1,200.00 750.00	0.00 70.21	0.00 129.10	1,200.00 620.90	0.00 17.21
Total Building Inspector/Code Enforcement	152,318.00	6,089.83	15,991.72	136,326.28	10.50
Total Planning & Zoning	299,018.00	14,122.95	32,621.93	266,396.07	10.91
	299,010.00	17,122.33	32,021.33	200,330.07	10.51
GENERAL GOVT. BUILDINGS	70 400 00	E 46E 00	10.065.50	60 154 40	12.00
100 4194 01 104 Facilities Payroll 100 4194 01 222 MC Supplies	79,120.00 4,300.00	5,465.82 909.42	10,965.52 909.42	68,154.48 3,390.58	13.86 21.15
100 4194 01 314 MC Electricity	26,200.00	2,918.12	2,918.12	23,281.88	11.14
100 4194 01 315 MC Heat	12,000.00	2,356.97	2,356.97	9,643.03	19.64
100 4194 01 316 MC Telephone	7,000.00	864.76	1,370.10	5,629.90	19.57
100 4194 01 318 MC Equipment	3,200.00	0.00 7,304.43	411.50 9,407.42	2,788.50	12.86 30.84
100 4194 01 375 MC Building Maintenance/Repairs	30,500.00	1,304.43	5,401.42	21,092.58	30.04

### Town of Stratham For 2/28/2023

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YTD Dept MTD % **Budget** Actual 2023 Actual 2023 **Balance** Expended 100 4194 02 375 Rental Property Maintenance 8,700.00 254.19 78.19 8,621.81 0.90 100 4194 04 314 Historical Soc. Electricity 1,500.00 1.384.81 115 19 115 19 7.68 100 4194 04 315 Historical Soc. Heat 4,800.00 820.25 1,549.36 3,250.64 32.28 100 4194 04 375 Historical Building Maintenance/Repairs 2,500.00 0.00 0.00 2,500.00 0.00 100 4194 06 240 Smyk Landscape Maintenance 3.200.00 0.00 0.00 3.200.00 0.00 **Total General Govt. Buildings** 183,020.00 21,009.15 30,081.79 152,938.21 16.44 CEMETERIES 1,450.86 22,100.69 100 4195 01 141 Cemetery Payroll 25,015.00 2,914.31 11.65 100 4195 01 222 Supplies 4.000.00 0.00 237.18 3,762.82 5.93 10.000.00 0.00 100 4195 01 240 Ground Maintenance 10 000 00 0.00 0.00 100 4195 01 306 Computer Maintenance 500.00 0.00 0.00 500.00 0.00 4,170.00 100 4195 01 317 Equipment Maintenance 4,170.00 0.00 0.00 0.00 100 4195 01 318 Equipment 300.00 0.00 0.00 300.00 0.00 100 4195 01 401 Contracted Services 1.500.00 0.00 0.00 1.500.00 0.00 **Total Cemeteries** 45,485.00 1,450.86 3,151.49 42,333.51 6.93 **INSURANCE** 100 4196 01 190 Workers' Compensation 50,865.00 0.00 47,958.18 2,906.82 94.29 73,689.00 100 4196 01 248 Property & Liability Insurance 0.00 67,242.10 6.446.90 91.25 **Total Insurance** 124,554.00 0.00 115,200.28 9,353.72 92.49 OTHER GEN. GOVT. 100 4199 01 243 Town Ctr Water Contamination Expenses 12,000.00 505.40 505.40 11,494.60 4 21 Total Other Gen. Government 12,000.00 505.40 505.40 11,494.60 4.21 **TOTAL GENERAL GOVERNMENT** 2,791,743.00 172,570.54 492,953.86 2,298,789.14 17.66 **PUBLIC SAFETY POLICE** PD Payroll 100 4210 01 130 Police Full Time Payroll 1,021,313.00 75,652.59 151,438.42 869,874.58 14.83 100 4210 01 133 Police-Holiday pay 32,638.00 0.00 0.00 32,638.00 0.00 100 4210 01 134 Prosecutor Payroll 38.840.00 2.987.58 5,975.16 32,864.84 15.38 100 4210 01 135 Police Overtime 99,060.00 3,885.96 9,740.45 89,319.55 9.83 100 4210 01 136 Police - PT & ACO 40,000.00 39,298.00 216.00 702.00 1.76 **Total Payroll** 1,231,851.00 82,742.13 167,856.03 1,063,994.97 13.63 **PD Operations** 100 4210 02 201 PD Office Supplies 8,000.00 215.37 (452.52)8,452.52 (5.66)100 4210 02 226 Community Service Program 1.000.00 0.00 1 000 00 0.00 0.00100 4210 02 278 Special Response Team (SERT) 2.500.00 0.00 0.00 2,500.00 0.00 100 4210 02 305 Technical Support 20,500.00 1.180.07 1.723.84 18,776.16 8.41 100 4210 02 308 Training & Dues 24,000.00 710.00 3,622.00 20,378.00 15.09 100 4210 02 310 Uniforms 13.000.00 947.90 12.052.10 710 90 7.29 100 4210 02 317 Equipment Repairs 3,000.00 667.64 667.64 2,332.36 22.25 100 4210 02 318 New Equipment 7,357.01 8,000.00 0.00 642.99 8 04 100 4210 02 319 Gas & Oil 22.000.00 3.149.31 6.312.66 15.687.34 28.69 100 4210 02 376 Vehicle Maintenance 18 500 00 749 52 1 220 47 17 279 53 6 60 **Total PD Operations** 120,500.00 7,382.81 14,684.98 105,815.02 12.19 PD Building 100 4210 03 314 Electricity 9,000.00 979.82 979.82 8,020.18 10.89 5.200.00 4.080.18 21.54 100 4210 03 315 Heating 1.119.82 1.119.82 180.20 100 4210 03 316 Telephone 7,500.00 282.13 7,217.87 3.76 100 4210 03 375 PD Building Maintenance 14,000.00 3,281.43 2,881.68 11,118.32 20.58 **Total PD Building** 35,700.00 5,561.27 5,263.45 30,436.55 14.74 **Total Police** 1,388,051.00 95,686.21 187,804.46 1,200,246.54 13.53 FIRE DEPARTMENT **FD Operations** 100 4220 01 100 Fire Dept. Payroll 295,000.00 22,998.92 42,826.38 252,173.62 14.52 100 4220 01 130 FD Detail 5,000.00 150.00 4,850.00 3.00 0.00 100 4220 01 204 Dues 3,500.00 1.000.00 1,000.00 2,500.00 28.57 100 4220 01 222 Supplies 2,500.00 341.85 15.70 392.58 2,107.42 100 4220 01 228 EMS Supplies 15,000.00 490.62 490.62 14,509.38 3.27 0.00 100 4220 01 236 Fire Prevention 3.000.00 0.00 0.00 3,000.00 100 4220 01 243 Haz-Mat Start Team 3,800.00 3,765.00 3,765.00 35.00 99.08

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# Town of Stratham For 2/28/2023

	Dept Budget	MTD	YTD Actual	Dalamas	%
100 4220 01 245 Insurance	<b>2023</b> 1,232.00	<b>Actual</b> 0.00	<b>2023</b> 0.00	<b>Balance</b> 1,232.00	Expended 0.00
100 4220 01 243 Insurance 100 4220 01 308 Training & Conferences	6,000.00	0.00	0.00	6,000.00	0.00
100 4220 01 310 Uniforms	3,000.00	539.42	649.42	2,350.58	21.65
100 4220 01 311 Gear	25,000.00	0.00	0.00	25,000.00	0.00
100 4220 01 316 Equipment Maintenance	16,000.00	0.00	0.00	16,000.00	0.00
100 4220 01 317 MV Maintenance	34,000.00	1,609.53	1,662.26	32,337.74	4.89
100 4220 01 318 New Equipment	30,000.00	196.48	196.48	29,803.52	0.65
100 4220 01 319 Gas & Oil 100 4220 01 323 Billing Expenses	7,000.00 13,000.00	637.88 1.092.16	1,527.46 1,092.16	5,472.54 11,907.84	21.82 8.40
Total FD Operations	463,032.00	32,671.86	53,752.36	409,279.64	11.61
Total 1 B Operations	400,002.00	02,071.00	00,702.00	400,210.04	11.01
FD Building					
100 4220 02 240 Landscape Maintenance	1,500.00	0.00	0.00	1,500.00	0.00
100 4220 02 246 Internet/IT Charges 100 4220 02 314 Electricity	7,000.00 20,000.00	0.00 1,830.16	997.31 1,830.16	6,002.69 18,169.84	14.25 9.15
100 4220 02 314 Electricity 100 4220 02 315 Heat	20,000.00	4,514.97	6,171.50	13,828.50	30.86
100 4220 02 316 Telephone	8,000.00	443.72	628.31	7,371.69	7.85
100 4220 02 375 Building Maintenance & Repairs	13,500.00	1,249.00	1,589.00	11,911.00	11.77
Total FD Building	70,000.00	8,037.85	11,216.28	58,783.72	16.02
Total Fire Department	533,032.00	40,709.71	64,968.64	468,063.36	12.19
EMERGENCY MANAGEMENT					
100 4290 01 227 Emergency Management Expenses	9,500.00	0.00	0.00	9,500.00	0.00
Total Emergency Management	9,500.00	0.00	0.00	9,500.00	0.00
DISPATCH SERVICES					
100 4299 01 316 Dispatch Phone Expense	1,000.00	80.63	80.63	919.37	8.06
Total Public Safety	1,931,583.00	136,476.55	252,853.73	1,678,729.27	13.09
PUBLIC WORKS HIGHWAY					
100 4312 01 140 Highway Payroll	279,845.00	16,651.56	33,504.73	246,340.27	11.97
100 4312 01 141 Highway Overtime	25,000.00	3,862.38	7,218.15	17,781.85	28.87
100 4312 01 142 Temporary Plow Drivers	10,000.00	82.29	1,082.38	8,917.62	10.82
100 4312 01 210 Hwy Vehicle Purchase	33,161.00	0.00	0.00	33,161.00	0.00
100 4312 01 211 Drainage 100 4312 01 222 Supplies	8,000.00 6,500.00	0.00 1,209.88	0.00 1,485.91	8,000.00 5,014.09	0.00 22.86
100 4312 01 222 Supplies 100 4312 01 224 Meals	1,500.00	39.53	39.53	1,460.47	2.64
100 4312 01 279 Substance Abuse Testing	1,800.00	170.00	170.00	1,630.00	9.44
100 4312 01 303 Rented Equipment	7,000.00	2,083.22	2,083.22	4,916.78	29.76
100 4312 01 306 Computer Software Maintenance	1,734.00	0.00	0.00	1,734.00	0.00
100 4312 01 308 Training	1,500.00	0.00	0.00	1,500.00	0.00
100 4312 01 310 Uniforms 100 4312 01 314 Electricity	6,000.00 8,750.00	0.00 1,011.83	100.00 1,011.83	5,900.00 7,738.17	1.67 11.56
100 4312 01 314 Electricity	2,500.00	1,275.14	1,275.14	1,224.86	51.01
100 4312 01 316 Telephone	4,208.00	212.31	217.78	3,990.22	5.18
100 4312 01 317 Equipment Repairs & Maintenance	55,000.00	4,059.92	14,354.47	40,645.53	26.10
100 4312 01 318 New Equipment & Signs	9,400.00	346.53	504.65	8,895.35	5.37
100 4312 01 319 Gas & Oil	39,200.00	5,047.26	8,395.98	30,804.02	21.42
100 4312 01 320 Road Paint 100 4312 01 321 Salt	10,080.00 55,300.00	0.00 0.00	0.00 0.00	10,080.00 55,300.00	0.00 0.00
100 4312 01 321 3ait 100 4312 01 322 Aggregate	8,500.00	0.00	0.00	8,500.00	0.00
100 4312 01 325 Paving & Road Reconstruction	150,000.00	0.00	0.00	150,000.00	0.00
100 4312 01 375 Building Maintenance	20,000.00	4,690.88	7,338.42	12,661.58	36.69
100 4312 01 401 Contracted Services	3,500.00	0.00	0.00	3,500.00	0.00
Total Highway	748,478.00	40,742.73	78,782.19	669,695.81	10.53
STREET LIGHTING					
100 4316 01 314 Street Lighting	10,750.00	614.41	614.41	10,135.59	5.72
Total Public Works	759,228.00	41,357.14	79,396.60	679,831.40	10.46
SANITATION		<del></del>			<del></del>
SOLID WASTE COLL. & DISPOSAL	45 000 00	0.500.40	E 070 40	40 544 07	44.40
100 4323 01 142 Sanitation Payroll 100 4323 01 212 MSW/Recycling Coll. & Disposal	45,623.00 907,370.00	2,526.46 75,695.57	5,078.13 78,902.26	40,544.87 828 467 74	11.13
100 4020 UT 212 IVIOVVINECYCIIIIY COII. & DISPOSAI	901,370.00	10,090.01	10,502.20	828,467.74	8.70

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100 4323 01 242 Hazardous Waste Collection	Dept Budget 2023 5,277.00	MTD Actual 0.00	YTD Actual 2023 0.00	<b>Balance</b> 5,277.00	% Expended 0.00
100 4323 01 247 Landfill Closure Costs 100 4323 01 309 Transfer Station Expenses	12,000.00 95,081.00	0.00 3,189.03	0.00 3,189.03	12,000.00 91,891.97	0.00 3.35
100 4323 01 314 Electricity	810.00	76.42	76.42	733.58	9.43
100 4323 01 317 Materials & Supplies	6,144.00	0.00	0.00	6,144.00	0.00
Total Solid Waste Coll. & Disposal	1,072,305.00	81,487.48	87,245.84	985,059.16	8.14
PUBLIC WORKS (OTHER)					
100 4339 01 327 Public Works Commission Total PW Other	1.00 <b>1.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	1.00 <b>1.00</b>	0.00 <b>0.00</b>
HEALTH ANIMAL CONTROL					
100 4414 01 244 Impoundment Fees/Supplies	600.00	0.00	0.00	600.00	0.00
Total Animal Control	600.00	0.00	0.00	600.00	0.00
PEST CONTROL 100 4414 02 326 Pest Control Contracted Services	54,144.00	0.00	0.00	54,144.00	0.00
PUBLIC SERVICE AGENCIES 100 4415 01 000 Annie's Angels	2,500.00	0.00	0.00	2,500.00	0.00
100 4415 01 001 American Red Cross	800.00	0.00	0.00	800.00	0.00
100 4415 01 351 Seacoast Mental Health Ctr.	3,500.00	0.00	0.00	3,500.00	0.00
100 4415 01 352 Waypoint	6,700.00	0.00	0.00	6,700.00	0.00
100 4415 01 353 Haven 100 4415 01 354 Big Brother & Big Sister	4,250.00 1,000.00	0.00 0.00	0.00 0.00	4,250.00 1,000.00	0.00 0.00
100 4415 01 355 Community Action Prog.	4,500.00	0.00	0.00	4,500.00	0.00
100 4415 01 356 Retired & Senior Volunteer Prog	500.00	0.00	0.00	500.00	0.00
100 4415 01 359 AIDS Response of the Seacoast	1,000.00	0.00	0.00	1,000.00	0.00
100 4415 01 360 Rockingham County Nutrition Program 100 4415 01 361 Seacoast Shipyard Assoc.	4,000.00	0.00 0.00	0.00 0.00	4,000.00	0.00 0.00
100 4415 01 361 Seacoast Shipyard Assoc. 100 4415 01 362 Crossroads House	200.00 1,000.00	0.00	0.00	200.00 1,000.00	0.00
100 4415 01 366 Child Advocacy Center	1,250.00	0.00	0.00	1,250.00	0.00
100 4415 01 368 Families First	2,500.00	0.00	0.00	2,500.00	0.00
100 4415 01 369 Womenade of Greater Squamscott	2,000.00	0.00	0.00	2,000.00	0.00
100 4415 01 370 Transportation Assistance for Seacoast Citizens <b>Total Public Service Agencies</b>	3,000.00 <b>38,700.00</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	3,000.00 <b>38,700.00</b>	0.00 <b>0.00</b>
WELFARE					
DIRECT ASSISTANCE	4.050.00	0.00	0.00	4.050.00	0.00
100 4445 01 314 Public Asst. Electricity 100 4445 01 340 Public Asst. Food	1,250.00 150.00	0.00 0.00	0.00 (15.59)	1,250.00 165.59	0.00 (10.39)
100 4445 01 341 Public Asst. Heat	1,500.00	417.75	417.75	1,082.25	27.85
100 4445 01 343 Public Asst. Medical-Pharmacy	100.00	0.00	0.00	100.00	0.00
100 4445 01 344 Public Asst. Rent-Mortgage	7,500.00	293.14	1,438.30	6,061.70	19.18
100 4445 01 345 Public Asst. Misc. Assistance  Total Direct Assistance	875.00 <b>11,375.00</b>	1,400.00 <b>2,110.89</b>	1,400.00 <b>3,240.46</b>	(525.00) 8,134.54	160.00 <b>28.49</b>
CULTURE & RECREATION PARKS					
100 4520 01 144 PT Ranger Payroll	59,795.00	2,197.32	4,302.50	55,492.50	7.20
100 4520 01 201 Supplies	700.00	0.00	0.00	700.00	0.00
100 4520 01 240 Grounds Maintenance 100 4520 01 308 Training	47,000.00 350.00	784.00 0.00	968.00 0.00	46,032.00 350.00	2.06 0.00
100 4520 01 300 Training 100 4520 01 310 Uniforms	750.00	0.00	0.00	750.00	0.00
100 4520 01 314 Electricity	8,300.00	418.83	418.83	7,881.17	5.05
100 4520 01 317 Equipment Maintenance	4,800.00	0.00	0.00	4,800.00	0.00
100 4520 01 330 Park Maintenance Supplies 100 4520 01 376 Park Vehicle Maintenance	5,800.00 5,000.00	32.05	32.05 918.90	5,767.95 4,081.10	0.55
100 4520 01 376 Fark Vehicle Maintenance	9,000.00	620.00 247.38	429.74	8,570.26	18.38 4.77
Total Parks	141,495.00	4,299.58	7,070.02	134,424.98	5.00
RECREATION	440 505 00	40.400.00	04.007.04	440.007.00	45.45
100 4520 02 145 Recreation Payroll 100 4520 02 201 Office Expenses	140,595.00 1,200.00	10,499.06 7.19	21,297.94 7.19	119,297.06 1,192.81	15.15 0.60
100 4520 02 201 Office Expenses 100 4520 02 273 Seniors Programming	20,000.00	1,800.00	1,857.65	18,142.35	9.29
100 4520 02 316 Cellphone Reimbursement	1,302.00	0.00	0.00	1,302.00	0.00
100 4520 02 319 Gas-Mileage	650.00	0.00	81.22	568.78	12.50

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### Town of Stratham For 2/28/2023

	Dept Budget 2023	MTD Actual	YTD Actual 2023	Balance	% Expended
100 4520 02 324 Brochures/Newsletters 100 4520 02 328 Special Events Total Recreation	1,500.00 3,000.00 <b>168,247.00</b>	0.00 0.00 <b>12,306.25</b>	0.00 725.00 <b>23,969.00</b>	1,500.00 2,275.00 <b>144,278.00</b>	0.00 24.17 <b>14.25</b>
Total Parks & Recreation	309,742.00	16,605.83	31,039.02	278,702.98	10.02
LIDDADY					
LIBRARY 100 4550 01 147 Library Payroll 100 4550 01 249 Non-salary expenses Total Library	450,442.00 110,400.00 <b>560,842.00</b>	33,810.66 27,600.00 <b>61,410.66</b>	64,740.94 27,600.00 <b>92,340.94</b>	385,701.06 82,800.00 <b>468,501.06</b>	14.37 25.00 <b>16.46</b>
PATRIOTIC PURPOSES	,	.,	,	,	
100 4583 01 238 Flags 100 4583 01 277 Patriotic Misc. Total Patriotic Purposes	500.00 1,200.00 <b>1,700.00</b>	382.00 0.00 <b>382.00</b>	382.00 0.00 <b>382.00</b>	118.00 1,200.00 <b>1,318.00</b>	76.40 0.00 <b>22.47</b>
CONSERVATION 100 4611 01 207 Conservation Commission	5,000.00	0.00	0.00	5,000.00	0.00
HERITAGE COMMISSION	,			.,	
100 4619 01 215 Heritage Administrative Expenses 100 4619 01 302 Survey/Software-Heritage	400.00 5,000.00	0.00 0.00	0.00 0.00	400.00 5,000.00	0.00 0.00
100 4619 01 308 Training/Conferences 100 4619 01 313 Veterans/Engraving TOTAL EXPENSES	100.00 200.00 <b>5,700.00</b>	0.00 0.00 <b>0.00</b>	0.00 0.00 <b>0.00</b>	100.00 200.00 <b>5,700.00</b>	0.00 0.00 <b>0.00</b>
ECONOMIC DEV. COMM.					
TOWN CENTER REVITALIZATION					
ENERGY COMMISSION 100 4660 02 281 Energy Commission Expenses	1,200.00	0.00	0.00	1,200.00	0.00
DEBT SERVICE PRINCIPLE - LONG TERM 100 4711 00 400 Debt Service Principal	570,000.00	0.00	370,000.00	200,000.00	64.91
INTEREST - LONG TERM 100 4721 00 401 Debt Service Interest	97,325.00	0.00	58,413.75	38,911.25	60.02
CAPITAL OUTLAY	0.,020.00	0.00	55,	00,0120	55.52
LAND					
MACH/EQUIP/VEHICLE CIP EXPENSES  100 4902 20 900 Town-wide Computer Replacement-prior 100 4902 20 901 Town-wide Computer Replacement-current 100 4902 21 900 Permitting software/digital storage-prior	3,156.94 5,000.00 10,000.00	0.00 0.00 0.00	0.00 0.00 0.00	3,156.94 5,000.00 10,000.00	0.00 0.00 0.00
100 4902 22 900 Town-wide Technology - prior 100 4902 22 901 Town-wide Technology - current	12,833.13 7,000.00	0.00 0.00	0.00 0.00	12,833.13 7,000.00	0.00 0.00
100 4902 23 900 Police Station Solar Array Buyout - prior	10,000.00	0.00	0.00	10,000.00	0.00
100 4902 23 901 Police Station Solar Array Buyout - current 100 4902 24 900 Traffic Control Program - prior	5,000.00 7,202.00	0.00 0.00	0.00 0.00	5,000.00 7,202.00	0.00 0.00
100 4902 24 901 Traffic Control Program - current 100 4902 25 900 MC Town vehicles - prior	5,000.00 15,000.00	0.00 0.00	0.00 0.00	5,000.00 15,000.00	0.00 0.00
100 4902 25 900 MC Town vehicles - prior 100 4902 26 900 PD Cruiser Replacement - prior	7,460.49	0.00	0.00	7,460.49	0.00
100 4902 26 901 PD Cruiser Replacement - current TOTAL MACH/EQUIP/VEHICLE CIP EXPENSES	25,000.00 <b>112,652.56</b>	0.00 <b>0.00</b>	0.00 <b>0.00</b>	25,000.00 <b>112,652.56</b>	0.00 <b>0.00</b>
BUILDING CIP EXPENSES	112,002.00	0.00	0.00	112,002.00	0.00
100 4903 30 900 Library Interior Improvements-prior	13,166.00	0.00	0.00	13,166.00	0.00
100 4903 30 901 Library Interior Improvements-current 100 4903 31 901 Municipal Center Improvements-current	20,000.00 15,000.00	0.00 0.00	0.00 0.00	20,000.00 15,000.00	0.00 0.00
TOTAL BUILDINGS	48,166.00	0.00	0.00	48,166.00	0.00
ALL OTHER/NON-BUILDING CIP EXPENSES					
100 4909 40 900 Cemetery Improvements - prior 100 4909 50 900 Parks Facilities Improvements - prior	14,772.40 27,359.37	0.00 0.00	0.00 0.00	14,772.40 27,359.37	0.00 0.00
100 4909 50 901 Parks Facilities Improvements - current	17,000.00	0.00	0.00	17,000.00	0.00
100 4909 51 900 Parks Rds/Parking Lot Improvements - prior 100 4909 59 900 Parks-Open Space Connectivity Plan - prior	16,000.00 45,000.00	0.00 0.00	0.00 0.00	16,000.00 45,000.00	0.00 0.00

### **Town of Stratham** For 2/28/2023

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54.81

4,310,020.98

2023       A         100 4909 59 901 Parks-Open Space Connectivity Plan - current       5,000.00         100 4909 60 900 SHP Facilities & Fields Improvments - prior       62,572.45         100 4909 60 901 SHP Facilities & Fields Improvments - current       17,000.00         100 4909 61 900 SHP Roads/Parking Improvments - prior       28,000.00         100 4909 69 900 Added by import       25,000.00         100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	MTD Actual 0.00 0.00 0.00 0.00 0.00 0.00 0.00	YTD Actual 2023 0.00 0.00 0.00 0.00 0.00 0.00	<b>Balance</b> 5,000.00 62,572.45 17,000.00 28,000.00 25,000.00 25,000.00	% Expended 0.00 0.00 0.00 0.00
100 4909 59 901 Parks-Open Space Connectivity Plan - current       5,000.00         100 4909 60 900 SHP Facilities & Fields Improvments - prior       62,572.45         100 4909 60 901 SHP Facilities & Fields Improvments - current       17,000.00         100 4909 61 900 SHP Roads/Parking Improvments - prior       28,000.00         100 4909 69 900 Added by import       25,000.00         100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	5,000.00 62,572.45 17,000.00 28,000.00 25,000.00	0.00 0.00 0.00 0.00
100 4909 60 900 SHP Facilities & Fields Improvments - prior       62,572.45         100 4909 60 901 SHP Facilities & Fields Improvments - current       17,000.00         100 4909 61 900 SHP Roads/Parking Improvments - prior       28,000.00         100 4909 69 900 Added by import       25,000.00         100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	62,572.45 17,000.00 28,000.00 25,000.00	0.00 0.00 0.00
100 4909 60 901 SHP Facilities & Fields Improvments - current       17,000.00         100 4909 61 900 SHP Roads/Parking Improvments - prior       28,000.00         100 4909 69 900 Added by import       25,000.00         100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	17,000.00 28,000.00 25,000.00	0.00 0.00
100 4909 61 900 SHP Roads/Parking Improvments - prior       28,000.00         100 4909 69 900 Added by import       25,000.00         100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00	28,000.00 25,000.00	0.00
100 4909 69 900 Added by import       25,000.00         100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00 0.00 0.00	0.00 0.00	25,000.00	
100 4909 69 901 SHP Area Plan - current       25,000.00         100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00 0.00	0.00	,	0.00
100 4909 71 900 Town-wide Parking Lots Paving - prior       81,000.00         100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00	0.00		25 000 00	0.00
100 4909 72 901 Road Reconstruction Program - current       370,000.00         100 4909 74 900 Bike & Ped Transp Improvements- prior       10,000.00		0.00	25,000.00	0.00
100 4909 74 900 Bike & Ped Transp Improvements- prior 10,000.00	0.00	0.00	81,000.00	0.00
· · · · · · · · · · · · · · · · · · ·	0.00	0.00	370,000.00	0.00
400 4000 75 000 Ctata Dandura //mtananatian Dusi Dantia maian 75 000 00	0.00	0.00	10,000.00	0.00
100 4909 75 900 State Roadway/Intersection Proj Partic- prior 75,000.00	0.00	0.00	75,000.00	0.00
100 4909 81 900 Stormwater Planning - prior 28,000.00	0.00	0.00	28,000.00	0.00
100 4909 81 901 Stormwater Planning - current 8,000.00	0.00	0.00	8,000.00	0.00
100 4909 91 900 Revaluation Expenses - prior 60,206.83	0.00	0.00	60,206.83	0.00
100 4909 91 901 Revaluation Expenses - current 24,000.00	0.00	0.00	24,000.00	0.00
100 4909 92 900 PFAS Response & Remediation - prior 90,934.00	0.00	0.00	90,934.00	0.00
100 4909 92 901 PFAS Response & Remediation - current 105,000.00	0.00	0.00	105,000.00	0.00
100 4909 99 900 Master Plan Update - prior 20,000.00	0.00	0.00	20,000.00	0.00
100 4909 99 901 Master Plan Update - current 10,000.00	0.00	0.00	10,000.00	0.00
TOTAL ALL OTHER/NON-BUILDING CIP EXPENSES 1,164,845.05	0.00	0.00	1,164,845.05	0.00
TOTAL CIP EXPENSES <u>1,325,663.61</u>	0.00	0.00	1,325,663.61	0.00
TOTAL OPERATING BUDGET ONLY 8,211,188.00 517	7,739.52	1,473,204.63	6,737,983.37	17.94

OPERATING TRANSFERS OUT
CAPITAL PROJECT FUND

Run: 3/03/2023 at 9:46 AM

### TRANSFERS TO CAPITAL RES. FUND

PAYMENTS TO OTHER GOVERNMENTS 100 4933 11 686 CMS Assessments 100 4933 11 687 SMS Assessments TOTAL OTHER PAYMENTS	0.00 0.00 <b>0.00</b>	880,000.00	1,993,626.00 1,760,000.00 <b>3,753,626.00</b>	(1,993,626.00) (1,760,000.00) <b>(3,753,626.00)</b>	0.00 0.00 <b>0.00</b>
INSURANCE REIMBURSEMENTS					
TOTAL GRANTS & INSURANCE					
GRAND TOTAL ALL EXPENSES	9.536.851.61	2.394.552.52	5.226.830.63	4.310.020.98	54.81

9,536,851.61 2,394,552.52 5,226,830.63

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# Revenue (w/property taxes) Town of Stratham For 2/28/2023

•	0. 2/20/2020				
			YTD		
	FY2023		FY2023		%
AII -	Budget	MTD	Actual	Balance	Collected
Revenues					
100 3185 01 000 Yield Tax Revenue	500.00	0.00	0.00	500.00	0.00
100 3189 01 000 Field Tax Revende	150.00	0.00	0.00	150.00	0.00
100 3190 25 000 2021 Property Tax Interest	30,000.00	3,448.86	7,092.99	22,907.01	23.64
100 3190 25 000 2021 Property Tax Interest	3,500.00	0.00	0.00	3,500.00	0.00
100 3210 01 000 UCC Filings & Certificates	2,500.00	0.00	0.00	2,500.00	0.00
· · · · · · · · · · · · · · · · · · ·	750.00	0.00	0.00	750.00	0.00
100 3210 02 000 Cemetery Lot Excavation 100 3210 03 000 Municipal Agent Fees	30,000.00	2,121.00	4,605.00	25,395.00	15.35
	3.200.00	·	·	·	
100 3210 05 000 Titles 100 3210 06 000 Vital Records	2,000.00	256.00 203.00	532.00 441.00	2,668.00 1,559.00	16.63 22.05
100 3210 00 000 Vital Records 100 3210 07 000 Filing Fees	50.00	0.00	0.00	50.00	0.00
<u> </u>					
100 3210 08 000 Boat Agent Fees	1,600.00	70.00 0.00	205.00	1,395.00	12.81 0.00
100 3210 09 000 Misc Town Clerk Fees	2.00		0.00	2.00	
100 3210 10 000 TC Mailing Fees	2,750.00	198.00	642.00	2,108.00	23.35
100 3210 11 000 Cremation Lot Excavations	4,750.00	0.00	0.00	4,750.00	0.00
100 3210 12 000 Fish & Game Municipal Agent Fees	200.00	(1,251.00)		1,403.00	(601.50)
100 3220 01 000 Motor Vehicle Permit Fees	2,156,058.00	153,920.37	340,506.77	1,815,551.23	15.79
100 3220 02 000 Boat Fees - Town	6,200.00	273.24	939.83	5,260.17	15.16
100 3230 01 000 All Building Permits	150,000.00	20,172.31	23,645.21	126,354.79	15.76
100 3290 01 000 Dog Licenses	7,700.00	1,299.50	4,024.50	3,675.50	52.27
100 3290 02 000 Dog License Fines	650.00	0.00	110.00	540.00	16.92
100 3290 03 000 PD-Gun Permits	200.00	40.00	80.00	120.00	40.00
100 3290 04 000 Bad Check Fees	200.00	0.00	25.00	175.00	12.50
100 3350 01 000 Rooms & Meals	683,285.00	0.00	0.00	683,285.00	0.00
100 3353 01 000 Highway Block Grant	176,170.00	35,749.00	35,749.00	140,421.00	20.29
100 3359 02 000 OEM Drill Reimbursements	9,000.00	2,125.00	2,125.00	6,875.00	23.61
100 3359 09 000 Police Dept Grants Received	0.00	0.00	939.45	(939.45)	0.00
100 3401 01 000 PD-Parking Tickets	100.00	0.00	0.00	100.00	0.00
100 3401 02 000 PD-Alarms	300.00	0.00	0.00	300.00	0.00
100 3401 03 000 PD-Incident	500.00	15.00	30.00	470.00	6.00
100 3401 04 000 Planning Board	2,000.00	0.00	0.00	2,000.00	0.00
100 3401 05 000 Zoning Board Of Adjustment	350.00	0.00	0.00	350.00	0.00
100 3401 06 000 Scrap Metal Recycling	5,500.00	0.00	0.00	5,500.00	0.00
100 3401 07 000 Plan Review	50.00	0.00	0.00	50.00	0.00
100 3401 08 000 Fire Inspections	500.00	0.00	0.00	500.00	0.00
100 3401 09 000 PD - Witness Fees	25.00	0.00	0.00	25.00	0.00
100 3401 10 000 PD Court Fees	75.00	0.00	0.00	75.00	0.00
100 3401 13 000 Recreation Year-End Fees	1,000.00	0.00	0.00	1,000.00	0.00
100 3401 15 000 PD -Motor Vehicle Reports	2,750.00	270.00	375.00	2,375.00	13.64
100 3401 16 000 PD -Hawkers/Peddlers Lic.	150.00	0.00	0.00	150.00	0.00
100 3401 17 000 PD-School Resource Officer	71,385.00	0.00	0.00	71,385.00	0.00
100 3404 01 000 Transfer Station Permits	6,250.00	710.00	1,765.00	4,485.00	28.24
100 3404 02 000 Transfer Station Fees	58,500.00	2,025.00	4,795.00	53,705.00	8.20
100 3409 01 000 Franchise Cable Fee	171,500.00	42,876.72	42,876.72	128,623.28	25.00
100 3499 05 000 Primex/NHRS Insurance refund	0.00	0.00	1,889.63	(1,889.63)	0.00
100 3501 01 000 Sale of Recycling Bins	800.00	0.00	0.00	800.00	0.00
100 3501 03 000 Copies	2,000.00	0.00	0.00	2,000.00	0.00
100 3501 04 000 Sale of Cemetery Lots	500.00	0.00	0.00	500.00	0.00
100 3501 08 000 Sale of Cremation Lots	50.00	0.00	0.00	50.00	0.00
100 3502 02 000 Investment Interest	40,000.00	29,497.14	45,511.40	(5,511.40)	113.78
100 3503 01 000 Gifford House Rent	27,000.00	2,100.00	4,200.00	22,800.00	15.56
100 3503 02 000 Park Cottage Rent	11,400.00	950.00	1,900.00	9,500.00	16.67
100 3503 03 000 Municipal Čenter Rent	1,600.00	375.00	400.00	1,200.00	25.00
100 3503 04 000 Foss/28 Bunker Hill Property Rent	21,600.00	1,800.00	3,600.00	18,000.00	16.67
100 3509 01 000 Miscellaneous Revenue	2,000.00	0.00	46.63	1,953.37	2.33
100 3509 05 000 Fire Department Details	700.00	0.00	0.00	700.00	0.00
Total Revenues	3,700,000.00	299,244.14	527,849.13	3,172,150.87	14.27
i otal Novolidos	0,700,000.00	200,244.14	<u> </u>	0,112,100.01	17.21
Total Revenues	3,700,000.00	299,244.14	527,849.13	3,172,150.87	14.27



### 20 International Drive Suite 300 Portsmouth, NH 03801

24-Hour Hotline: 1-603-994-SAFE (7233) Main Office: 603-436-4107 | Fax: 603-436-7951 www.havennh.org | info@havennh.org

### 2022 - Statement of Giving

Town of Stratham 10 Bunker Hill Ave Stratham, NH 03885-2403

Dear, Jund

We are so grateful for all of the contributions we received in 2022, including direct financial gifts like yours.

This document is provided to assist you and your advisors with tax preparation for 2022.

Our records indicate that you personally contributed a total of \$4,250 between January 1 and December 31, 2022, which we greatly appreciate.

Your contribution may be deductible for income tax purposes. Please check with your tax preparer and/or accountant to ensure proper treatment, especially as the rules may have changed.

So that we may continue to provide you with timely and accurate donation information please consider providing us with your most current contact information including mailing address. Please send to: development@havennh.org

Thank you for your support of HAVEN!

Kind regards,

Karen C. Prior, Development Director

HAVEN is a 501(c)(3) charitable organization under IRS regulations. No goods or services were provided in exchange for these gifts. Please note that this giving summary does not include any IRA distributions or contributions made through third parties such as family foundations or donor-advised funds.

Itemized list of your gift(s) in 2022:

Date	Amount
Nov 7, 2022	\$4,250



Lori A. Weaver Interim Commissioner

Patricia M. Tilley Director

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 28, 2023

Dear community partner,

I am reaching out on behalf of the NH Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS). I am the Communications Strategy Specialist at DPHS. One of my roles with the Department is to serve as a liaison to the community to help increase awareness of COVID-19 resources available in NH.

In an effort to join communities and families in providing opportunities for citizens to achieve health and independence, I wanted to let you know the New Hampshire Department of Health and Human Services has free mobile vaccination services available statewide, but only for a limited time. Any business, town or community organization can schedule a COVID-19 mobile clinic at no cost through our contract with On-Site Medical Services Inc. Attached you will find a poster you are welcome to display at your organization.

The mobile teams will come to your location and provide COVID-19 boosters or primary series doses for all age groups free of charge, but only for a limited time. It's easy to book a clinic by calling 603-826-6500 to arrange a convenient date and time. We encourage you to share the information with your members and take advantage of the program this winter! Please feel free to email me if you have questions at tiffany.d.fuller@dhhs.nh.gov

Sincerely,

Tiffany Fuller

Tiffany Fuller
Department of Health and Human Services
Division of Public Health Services
Bureau of Emergency Preparedness,
Recovery and Response



March 3, 2023

Board of Selectmen Town of Stratham 10 Bunker Hill Avenue Stratham, NH 03885

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to the Xfinity Rate Card provided in your community:

• Effective April 2, 2023, the monthly subscription for HBO and HBO Max will increase from \$14.99 to \$15.99 per month as a result of a recent increase in HBO and HBO Max programming costs.

Customers are receiving notice of change in their bill. Please do not hesitate to contact me with any questions at **Thomas\_Somers@comcast.com**.

Very truly yours,

Jay Somers

Jay Somers, Sr. Manager Government Affairs



March 13, 2023

Board of Selectmen Town of Stratham 10 Bunker Hill Avenue Stratham, NH 03885

Re: Programming Advisory

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following change:

• Effective March 31, 2023, Band Internacional is ceasing operations and will no longer be available through Xfinity. The package Brazilian 4 Pack will be renamed Brazilian 3 Pack and will include TV Globo, SporTV (formerly PFC), and Record TV. The price of the Pack has been reduced from \$34.99 to \$29.99 per month, plus applicable taxes and fees.

Please do not hesitate to contact me with any questions at Thomas\_Somers@comcast.com.

Very truly yours,

Jay Somers

Jay Somers, Sr. Manager Government Affairs

### **Select Board - Board-Commission-Committee Assignments**

3/24/2023

2021 Assignment 2022 Assignment 2023 Assignment Notes:

### **Boards/Commissions**

Doards/ Commissions			
Conservation Commission	Allison Knab	Allison Knab	Statutory
Planning Board	Mike Houghton	Mike Houghton	Statutory
Heritage Commission	Mike Houghton	Mike Houghton	Statutory
Recreation Commission	Joe Lovejoy	Allison Knab	Statutory
Public Works Commission	Joe Lovejoy	Joe Anderson	Statutory
Committee/Association			
Fire Association	Joe Lovejoy	Joe Anderson	
Stratham Hill Park Association			
Budget Advisory Committee			
Fair Directors			
Energy Commission	Joe Lovejoy	Joe Anderson	
Select Board - Department Link	ages		
Fire	Joe Lovejoy	Joe Anderson	Jeff Denton
DPW	Joe Lovejoy	Joe Anderson	Nate Mears
Finance	Joe Lovejoy	Joe Anderson	Christiane McAlliste
Parks & Recreation	Joe Lovejoy	Allison Knab	Seth Hickey
Town Clerk/Tax Collector	Allison Knab	Allison Knab	Deb Bakie
Library	Allison Knab	Allison Knab	Kerry Cronin
Police	Mike Houghton	Mike Houghton	Anthony King

Mike Houghton

Mike Houghton

Mike Houghton

**Mark Connors** 

Jim Marchese

**David Moore** 

Mike Houghton

Mike Houghton

Mike Houghton

### **Elected-Statutory Boards**

**Building/Code Enforcement** 

Planning

Assessing

<u> </u>	
Supervisors of Checklist	
Moderator	
Trustees of Trust Funds	
Cemetery Trustees	_
Library Trustees	

г			

# TOWN OF STRATHAM, NEW HAMPSHIRE

# SELECT BOARD POLICY: RULES OF PROCEDURE



Adopted February 5, 2007
Revised November 17, 2008
Revised April 9, 2018
Revised May 14 & 21, 2018
Revised September 21, 2020
Readopted April 5, 2021
Readopted with Amendment March 21, 2022

### TOWN OF STRATHAM NEW HAMPSHIRE

### **Select Board Rules of Procedure**

The following Rules of Procedure were adopted by a majority vote of the Stratham Select Board on February 5, 2007. They were further revised by majority vote of the Select Board on November 17, 2008, April 9, 2018, and on May 14 & 21, 2018. They were again revised on September 21, 2020; this version was readopted on April 5, 2021 without changes from the previous reversion; this version was readopted with changes on March 21, 2022.

**Stratham Select Board** 

# Michael Houghton, Select Board Chair Allison Knab, Select Board Vice Chair Joseph Anderson Jr., Select Board Member Date of filing with the Office of the Town Clerk: Received by: Deb Bakie, Town Clerk/Tax Collector

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### SECTION I GENERAL PROVISIONS

### Rule 1. Select Board Meeting – Location and Posting

All meetings of the Town of Stratham Select Board (the Board) shall be held at the Stratham Municipal Center, unless the Board adjourns to another location or the meeting is scheduled for another location and is properly noticed. In general, meetings of the Board must have at least 24-hour notice (not counting Saturdays and Holidays) prior to the meeting (RSA 91-A). Notice must be either published in a newspaper, or posted in two prominent public places and on the Town's Website. Other statutes may require longer periods for and/or different types of notice, such as public hearings, depending on the action being considered. (Added 5/21/2018)

### Rule 2. Select Board Meeting – Day and Time

Meetings of the Town of Stratham Select Board shall begin on the first and third Monday at 7:30 7:00 p.m., unless otherwise noticed, and/or continued to a specific time and date. (Revised 5/14/2018 and 9/21/2020)

### Rule 3. Select Board Meetings - Open to the Public

All meetings of the Town of Stratham Select Board and Committees thereof shall be open to the public, except as provided for by RSA 91-A.

### Rule 4. Election of Officers

Procedures for electing officers are as follows:

- (A) Annually, at the first meeting of the new Select Board, the members thereof shall choose, from among their number, a Chair and a Vice Chair. In addition to the powers conferred upon the Chair and the Vice Chair, he/she shall continue to have all the rights, privileges, and immunities of a member of the Select Board.
- (B) The above election shall be by a majority vote of the Select Board present at the first meeting after the close of the Annual Town Meeting.

### Rule 5. Presiding Officer

(A) The Chair of the Select Board shall preside at all meetings of the Select Board, and be recognized as the head of the Town for all ceremonial purposes. The Chair has no regular administrative or executive duties. In

case of the Chair's absence or temporary disability, the Vice Chair shall act as Chair during the continuance of the absence. In case of the absence or temporary disability of both the Chair and the Vice Chair, an acting Vice Chair of the Select Board selected by members of the Select Board shall act as the Chair during the continuance of the absences or disabilities. The Chair of the Select Board or the Vice Chair is referred to as "Presiding Officer" from time to time in these Rules of Procedure. (Deleted 5/21/2018)

(B) The Presiding Officer shall preserve order and decorum, may participate in the discussion of any issue before the Select Board, may submit reports and legislation to the Select Board for its consideration, which shall require both motion and second by other members of the Select Board, may speak to points of order in preference to other members of the Select Board, and shall decide all questions of order or procedure, subject to appeal to the full Select Board as provided for in Appendix A. The Presiding Officer is allowed to vote on any matter before the Board with the exception of a vote concerning the Officer's ethical conduct. (Deleted 5/21/2015)

### Rule 6. Duties and Privileges of Select Board

The duties of the Select Board shall be those defined within the town charter, local ordinance, and the state law. Members of the Select Board shall address the Board upon recognition by the Presiding Officer. Select Board members may submit reports and legislation upon their own motion for discussion by the Select Board as a whole. Comment and debate shall be confined to the subject matter of the question. No Select Board member shall be interrupted while speaking except for a point of order or correction of a mistake of fact.

### Rule 7. Quorum

Three Two Select Board members shall constitute a quorum for the conduct of town business. (Revised 4/9/2018)

### Rule 8. Select Board Meeting Agenda

The Town Administrator or any member of the Select Board may place a matter upon the agenda. The Town Administrator shall arrange a list of such matters according to the order of business and prepare an agenda for review by the Chair of the Select Board. Upon approval, a copy of the agenda and supporting materials shall be prepared for all Select Board members. These materials shall be available at the Select Board's Office on the Friday preceding a scheduled meeting of the Select Board.

Matters submitted by members of the public must be received at the Select Board's office

by 4:00 PM on the Wednesday prior to a scheduled meeting in order to be considered for placement on the agenda. Due to scheduling and time constraints, an item submitted by the public is not guaranteed to be placed on the next meeting's agenda.

### Rule 9. Order of Business

Generally, the business of all meetings of the Select Board shall be transacted as follows; provided, however that the Presiding Officer may, during a Select Board meeting, rearrange items on the agenda to conduct the business before the Select Board more expeditiously.

Call to Order

Secretary's Report

Treasurer's Report

Chair's Report

Park Permits/Municipal Center Rentals

Department Reports (Projects, Issues, Reports Involving Town Staff)

Public Hearings (if necessary)

Old Business (Appointments and Continued Business)

**New Business** 

**Public Comment** 

Other Business (Board Reports and/or Issues)

Media Inquiries (Deleted 3/21/2022)

Incoming & Outgoing Correspondence, Pending Items, Signing of Documents

Non-public Sessions (if necessary)

Adjourn

Adjournment: No meeting should be permitted to continue beyond 10:00 PM without approval of a majority of the Select Board members who are present and eligible to vote. A new date and time must be established before taking a Select Board vote to extend the meeting. In the event that a meeting has not been closed or continued by Select Board vote prior to 10:00 P.M., the items not acted on will be deferred to the next Select Board meeting, unless the Select Board, by a majority vote of members present, determines otherwise. (Deleted 11/17/2008)

### Rule 10. Town Administrator

The Town Administrator, as the chief executive officer, shall attend all meetings of the Select Board, unless excused by the Presiding Officer of the Select Board. The Town Administrator may take part in all Select Board's discussions on all matters on the agenda, and otherwise concerning the welfare of the Town. In the event that the Town Administrator is unable to attend a Select Board meeting, the Town Administrator may appoint another qualified staff member to attend the meeting on behalf of the Town Administrator.

#### Rule 11. Clerk of the Select Board

The Town Administrator shall be the Clerk of the Select Board and shall keep minutes and perform such other and further duties in the meeting as may be required. The Town Administrator may delegate any of these functions to a member of his/her staff.

# SECTION II DUTIES AND PRIVILEGES OF MEMBERS

#### Rule 12. Forms of Address

The Chair of the Select Board shall be addressed as "Mr./ Madame Chair or as "Chairman (surname)." The Vice Chair of the Select Board, when acting for the Chair, shall be addressed in the same manner. Members of the Select Board shall be addressed as "Select Board member (surname)." This is an optional Rule that may be adopted at the annual organizational meeting.

## Rule 13. Seating Arrangement

Select Board members shall occupy the respective seats in the Public Hearing Room as assigned to them by the Chair.

## Rule 14. Ethics Policy and Its Application.

- (A) Prior to any vote, each Select Board member should give consideration whether a potential violation of the Town Ethics Policy exists (See Appendix A). If the Select Board member believes a potential violation may exist, no matter however remote, the Select Board member should disclose such facts to the Presiding Officer.
- (B) Whenever a Select Board member discloses there is a potential violation of the Ethics Policy, the Presiding Officer shall review the facts and rule whether the Select Board member shall vote in this instance. The Presiding Officer's ruling shall be binding unless overruled by a vote of the majority of the Select Board.
- (C) Any member of the Select Board seeking to disqualify a Select Board member from participating in a decision on the basis of a potential violation of the Ethics Policy must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Ethics

Policy may not be relied upon to invalidate the decision. The party seeking to disqualify the Select Board member shall state, with specificity, the basis for disqualification. Should such challenge be made prior to the hearing or vote, the Presiding Officer shall review the facts and rule whether the Select Board member shall participate and/or vote in this instance. The Presiding Officer's ruling shall be binding unless overruled by a vote of the majority of the Select Board.

- (D) The Presiding Officer shall have sole authority to postpone any matter or vote if and when a potential for a violation of the Ethics Policy exists in order for the Town Attorney to review the matter and render an opinion to the Select Board whether the Select Board member's participation would/would not violate the Town's Ethics Policy.
- (E) After receiving the Town Attorney's opinion that a violation of the Ethics Policy exists, the Presiding Officer shall rule that the Select Board shall not participate and/or vote in the matter subject to the opinion. The Select Board, by a two-thirds vote, may override the Presiding Officer's ruling and the Select Board shall be permitted to participate and vote in the matter before the Select Board.

#### Rule 15. Dissents and Protests

Any Select Board member shall have the right to express dissent from or protest against any decision of the Select Board and have the reason therefore entered in the minutes.

#### Rule 16. Rules of Order

To the extent these rules and orders are not comprehensive, all questions of order shall be resolved by reference to Robert's Rules of Order, if need be. The Presiding Officer shall rule on all matters raised by this rule. At the annual organizational meeting, the Board shall adopt Robert's Rules of Order or such other written rules it deems appropriate and publish in Appendix B.

#### **RULE 17.** Motions

(A) Main Motions: Main motions, motions to take from the table, and motions to take up a question previously postponed are in order only when no other question is under debate. A main motion may be debated, amended, and reconsidered. Motions to take from the table or to take up a question previously postponed may not be debated, amended, or reconsidered.

- (B) Subsidiary Motions. When a question is under debate, the following motions shall be in order according to the following priority:
  - (1) To adjourn (may not be debated, amended, or reconsidered) rendering the main motion moot if adopted.
  - (2) To lay the question on the table (may not be debated, amended or reconsidered) If adopted, this renders the main motion moot if not taken from the table before adjournment.
  - (3) To call the question (may not be debated, amended, or reconsidered).
  - (4) To postpone the question to a date certain (may be debated, amended, and reconsidered).
  - (5) To postpone the question indefinitely (may be debated, and reconsidered, but not amended) rendering the main motion moot if adopted.
  - (6) To commit or refer to committee (may be debated, amended, and reconsidered).
  - (7) To amend (may be debated and reconsidered, but not amended).

#### Rule 20. Reconsideration and Recision.

Following the final vote on a question, any Select Board member who the record indicates has voted with the prevailing side may move for reconsideration. No such motion shall be in order unless it is made at the meeting at which the Select Board acted on the question, or at the next succeeding meeting provided, written notice is provided in sufficient time for matter to be included as an item on the agenda of the next succeeding meeting. In the absence of such notice, no motion for reconsideration will be in order. A motion to reconsider is debatable provided the subject question was debatable. A motion to reconsider cannot be amended or reconsidered.

#### Rule 21. Suspension of Rules.

A motion to suspend these rules shall be in order at any time except during discussion. A motion to suspend shall require a two-thirds vote of those present and voting.

## Rule 22. Actions for a Public Hearing

The procedures for a public hearing are as follows:

- (A) At the outset of each public hearing, the Presiding Officer will announce the purpose of the public hearing and ask the parties wanting to speak to limit their presentations to information within the scope of the matter before the Select Board.
- (B) The Presiding Officer may call upon the Town Administrator or other appropriate party to describe the matter under consideration and/or read the public notice for the hearing.
- (C) Each speaker, for and against the matter before the Select Board for public hearing, shall identify himself or herself by name and address. The Presiding Officer may limit the length of time allowed for speakers to address the Board.
- (D) During the hearing, any Select Board member shall be permitted to ask the speaker questions provided they are relevant to the matter before the Select Board for Public Hearing. The Presiding Officer shall retain the right to determine the relevancy of any question.
- (E) The Presiding Officer closes the public hearing.
- (F) The Presiding Officer shall then inquire if there is a motion by any Select Board member. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Select Board members. The Presiding Officer may call on individual Select Board members in the discussion.

## Rule 23. Voting

The votes during all meetings of the Select Board shall be transacted as follows:

- (A) The Presiding Officer may require any question to be submitted in writing before the vote, and shall state each question before the vote.
- (B) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Select Board member, a roll call vote shall be taken. The Presiding Officer shall determine the order of the roll call vote. In addition, the Presiding Officer may, at his sole discretion, require a show of hands to insure the proper

resolution of the vote. Secret ballot votes by Boards, Committees, and Commissions are illegal in New Hampshire.

(C) Every Board member who is in the hearing room when the question is called shall vote on the question before the Board. Board members may, for good cause, recuse from a vote should they feel that to vote would constitute a violation of the Town's Ethics Policy, or that their participation in debate or voting would constitute a conflict of interest or other similar disqualifying circumstances. That Select Board member shall at the beginning of the debate on any such motion announce their intention to recuse himself/herself and shall take no part in the debate and shall not vote on the issue. The recused individual shall physically remove himself or herself from their assign seat until the disqualifying matter is no longer before the Board.

#### Rule 24. Committees/Liaisons

- (A) Select Board Representatives: Select Board members may serve as representatives and/or liaisons to various town organizations and committees. These representatives shall be nominated and approved by the Select Board on an annual basis (usually at the first meeting following Town Meeting).
- (B) Special Ad Hoc citizen advisory committees or task forces may be created by the Select Board for a particular purpose. The Select Board upon appointment of special ad hoc committees shall define in writing a specific charge and expiration date. All such committee members shall be nominated and approved by the Select Board. Ad Hoc committees expirations shall be set by the Board, but shall be no later than the date of the first meeting of a new Select Board held after the close of the Annual Town Meeting, unless specifically continued by the Select Board thereafter for a specified time period. One Select Board member, appointed by the Select Board, may serve as a representative to a citizen advisory committee as a voting member.
- (C) The Town Administrator may assign Town employees to support various committees, but no staff person shall serve as a voting member of a study committee. This rule shall not preclude the Select Board from directly appointing Town employees to serve on a committee in an "ex-officio" non-voting capacity.
- (D) Minutes of committee meetings shall be recorded in accordance with RSA 91-A, the NH Right to Know Law.

## Rule 25. Applications/Nominations/Appointments & Reappointments

The procedure for nominating and appointing residents to town boards, commissions and committees shall determined by adopted policy by the Select Board. At a minimum, that policy should address (Revised 3-21-2022):

- 1. Opportunities to serve on newly formed committees and vacancies on existing boards and commissions under the appointment authority of the Select Board shall be advertised by posting on the Town's website, for at least a two week period prior to being filled.
- The Town Administrator shall bring forth all applications received for each position to the Select Board Chair for inclusion on the Board's Agenda. Applicants for open positions, shall first be placed on a Select Board meeting agenda "for consideration", prior to being acted on at the next regular Select Board meeting. At the time a name appears for a second time on an agenda, it shall be referenced on the agenda as "to be voted" and likewise when the name is listed "for consideration".
- 3. Reappointments to Boards & Commissions shall be done following a submittal of an application for the new term. Existing members seeking reappointment shall submit a new application.

## Rule 25A. Procedure of Single and Multiple Nominations

- (A) Single nomination. Whenever only one person is nominated to a particular position, the nomination shall be made by a member of the Select Board, and then seconded. Once seconded, a vote is taken. Should the person so nominated receive the majority of votes from that Select Board present, the nomination is confirmed. If the majority of that Select Board present votes not to approve the nomination, the nomination shall be considered rejected and the name removed from further consideration.
- (B) Multiple nominations. Whenever there are multiple nominations for one position, each name will be placed in nomination with no requirement for a second, although a nomination may receive a second if a Board member wishes to do so. When all nominations are closed, each member of the Select Board shall have an opportunity to speak regarding the qualifications of nominees, and then each Select Board member shall cast a vote for no more than one name. The name receiving a majority of those Select Board members present and voting shall be deemed confirmed. Should no one nomination receive a majority of the vote and there are more than two

nominations for the one position, then the nomination with the least number of votes received shall be removed from the second round of voting. The Select Board shall then vote a second time on those nominations remaining. If the second vote fails to confirm an appointment, the Presiding Officer may order a third vote or declare the matter deadlocked and order the nomination be forwarded to the next meeting of the Town Select Board. In the case of only two nominations not receiving a majority vote, the Presiding officer may order a second vote or order the nomination be forwarded to the next meeting of the Town Select Board.

#### Rule 26. Enacted Ordinances, Resolutions and Motions - Defined

- (A) An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Select Board action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct, which continue in force until repealed, or where such conduct is enforced by penalty.
- (B) An enacted resolution is an internal legislative action that is a formal statement of policy concerning matters of a special or temporary character. Select Board action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.
- (C) An enacted motion is a form of action taken by the Select Board to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

## Rule 27. Resolutions

Each resolution may be voted and approved on the same day on which it was introduced. The title of each resolution shall in all cases be read prior to its passage; provided, should a majority of the Select Board members present request that the entire resolution or certain of its sections be read, such requests shall be granted.

#### RULE 28. Ordinances

The procedure for ordinances is as follows:

(A) With the exception of Franchise Ordinances and any ordinance that imposes a financial penalty, an ordinance may be voted and approved on the same day on which it was introduced. The title of each ordinance shall

in all cases be read prior to its passage; provided, should a majority of the Select Board members present request that the entire ordinance or certain of its sections be read, such requests shall be granted.

- (B) Any ordinance that imposes a financial penalty shall require two readings prior to adoption. The second reading shall not be made at the same meeting at which the ordinance is introduced and read for the first time.
- (C) Franchises. All resolutions and ordinances granting a franchise require two readings prior to adoption. The second reading shall not be made at the same meeting at which the resolution or ordinance is introduced.
- (D) Emergency Ordinances. The Board may, without notice or hearing, adopt an emergency ordinance authorizing expenditures for a public emergency as defined and prescribed in RSA Chapter 107-C.
- (E) Action on all ordinances and resolutions shall be governed by the following rules:
  - (1) Prior to action on any ordinance or resolution, the proponent of the ordinance or resolution may seek a motion to introduce the ordinance or resolution by title only and to waive a reading of the entire ordinance or resolution. If there is a second, and after discussion, the Presiding Officer shall call for the question and the Select Board shall vote whether to read the ordinance or resolution by title only. Lacking such a motion or should this motion fail, the ordinance or resolution shall be read in its entirety.
  - (2) The proponent shall then move the ordinance be read for the first time. If there is a second, and after discussion, the presiding officer shall call the question and the Board shall vote on the first reading of the ordinance or resolution. An affirmative vote of the Board shall constitute the first reading.
  - (3) After an affirmative vote on the first reading, the Board may vote to further study the ordinance or vote to place the ordinance on the agenda of a subsequent meeting for final action.
  - (4) At such time as further action is in order, any Board member may move that the ordinance or resolution be read for a second time. This motion shall be in order whether or not the ordinance or resolution was

amended during debate prior to the vote on the first reading or during committee deliberation.

(5) After an affirmative vote on the second reading, the ordinance or resolution shall be deemed effective and shall be signed by the Chair and dated with the date of the final Board action.

## Rule 29. Public Complaints and Suggestions

When citizen complaints or suggestions are brought before the Select Board, other than for items already on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

- (A) If legislative, and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Select Board finds such complaint suggests a change to an ordinance or resolution of the Town, the Select Board may refer the matter to a committee, Administration or the Select Board as a whole for study and recommendation.
- (B) If administrative, and a complaint regarding administrative staff performance, administrative execution, or interpretation of legislative policy, or administrative policy within the authority of the Town Administrator, the Chair should then refer the complaint directly to the Town Administrator for his/her review if said complaint has not been so reviewed. The Select Board may direct that the Town Administrator brief or report to the Select Board when his/her response is made.

#### APPENDIX A

#### POLICY: ETHICAL CONDUCT

The ethical Town official and employee accept the responsibility that his or her mission is that of servant and steward to the public.

Accordingly, it shall be the policy of the Town of Stratham that public officials shall:

- Properly administer the affairs of Town government
- Promote decisions that only benefit the public interest.
- Actively promote public confidence in government.
- Keep safe all funds and other properties of the Town.
- Conduct and perform the duties of the office diligently and promptly dispose of the business of the Town.
- Maintain a positive image to pass constant public scrutiny.
- Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
- Inject the prestige of the office into everyday dealings with the public employees and associates.
- Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
- Effectively and efficiently work with governmental agencies, political subdivisions and other organizations in order to further the interest of the Town.
- Faithfully comply with all laws and regulations applicable to the Town and impartially apply them to everyone.

#### Officials shall not:

- Engage in outside interests that are not compatible with the impartial and objective performance of his or her duties.
- Improperly influence or attempt to influence other officials to act in his or her own benefit.
- Accept anything of value from any source that is offered to influence his or her action as a public official.

## **APPENDIX B**

Optional Rules of Order: None as of 09/21/2021

#### Administrative Orders and Procedures

2023

# Town of Stratham Select Board

Adopted – March 24, 2023

In accordance with the Town of Stratham Select Board Manual, the Select Board - at its first meeting each year following the close of the Town Meeting – adopts its Administrative Orders and Procedures. The approval dates noted in the attached orders and procedures note the date of initial adoption by the Select Board. Revision dates are also noted.

#### List of Administrative Orders and Procedures

- 1. Appointments to Boards & Commissions Adopted November 9, 2020
- 2. Facility Reservation Policies and Procedures Adopted in 2020
- 3. Political Advertising Relevant Laws & Policies Adopted September 9, 2020
- 4. Parks, Area, and Facilities Naming Policy August 19, 2020, Revised April 18, 2022
- 5. Teleworking Policy Adopted March 25, 2020
- 6. Investment Policy Adopted in 2020, readopted annually by Select Board
- 7. Mailbox Policy Adopted February 12, 2007
- 8. Social Media Policy & Guidelines Adopted July 7, 2017
- 9. Winter & Inclement Weather Policy Adopted May 16, 2005
- 10. Town of Stratham Credit Card Policy Adopted March , 2023
- 11. Town of Stratham Welfare Policies and Procedures -
- 12. Fire Department Meeting Room Policy, Morgera Room June 23, 2008
- 13. Policy Concerning Uncollectable Funds Issued to Town November 21, 2022

#### **Select Board Reference Documents**

Employment Manual – revised 2011, with Addenda

Memorandum of Understanding – Charitable Trust Unit - Stratham Fair

Recreation Revolving Fund Policy (a policy of the Recreation Board) - adopted 11-18-2020

Recreation Board Revised By-Laws (a policy of the Recreation Board) - adopted 2-12-2020

#### **Administrative Policy and Procedure**

#### **Appointments to Boards and Commissions**

Adopted by Select Board: November 9, 2020

This policy is designed to implement and supplement the policy for Appointments of Board & Commission members in the Select Board Manual. Where conflicts exist between this policy and the Manual, the Manual shall supersede.

The Town of Stratham benefits from - and significantly relies on - the civic-mindedness of its residents and their willingness to support the Town's governance through service on volunteer Boards and Commissions. This policy and procedure is established to achieve the following:

- 1. Harness volunteer energy of our residents for the betterment of the Town;
- 2. Recognize and show appreciation for residents willing to volunteer;
- 3. Ensure residents are aware of opportunities and are afforded the opportunity to serve;
- 4. Ensure full membership on Boards & Commissions; and
- 5. Effectively track appointments, terms, term expirations, and term renewals, in a manner that complies with the State RSAs and terms of establishment of each Board and Commission.

<u>Note:</u> Throughout this document going forward, the term "board" is used as short-hand to refer to all Boards, Commissions and Trustees as well as special and ad-hoc Committees. All references to the Select Board are "Select Board".

#### **Select Board Responsibility & Staff Roles**

The responsibility to ensure that seats on the various Town of Stratham volunteer boards are occupied in a manner consistent with the terms of law establishing the them (State RSA or Select Board Action) rests with the Select Board. The following additional roles and responsibilities are expected:

- The Town Administrator's role is to support the Select Board in carrying out this function and to supervise the performance of Town staff assigned duties under this policy.
- Town staff who are assigned to serve as staff support for the various boards are responsible for assisting the Select Board, Town Administrator and Chairs of each in ensuring a complete membership and tracking terms, term expirations and renewals and following this policy as well as ensuring a process for orienting and supporting new members.

The Select Board welcomes and encourages the support of the community, board chairs, and the membership of each board in recruiting residents to serve and supporting them to grow in their roles.

#### **Membership and Terms**

Each board is established via official action in state law, adopted by Town Meeting, or some other formal action. Special or Ad-hoc Committee(s) are appointed by the Select Board. The length of terms, membership criteria and other details vary depending on terms of establishment. Most terms expire following Town Meeting, annually. For example, for a term, which expires in 2021, the expiration shall be the adjournment of the Town Meeting in that year.

This list includes only those boards whose regular members, alternates and associated vacancies are under the appointment authority of the Select Board (SB).

Boards	Established by	Staff
Select Board (Vacancy)	State Law	Town Administrator
Planning Board	State Law	Town Planner
Zoning Board of Adjustment	State Law	Building Inspector/Code Enforcement Officer
Library Board of Trustees (SB fills vacancies and alternates)	State Law	Library Director
Trustees of Trust Funds (SB fills vacancies and alternates)	State Law	Town Administrator
Cemetery Trustees (SB fills vacancies)	State Law	Director of Public Works
Heritage Commission	State Law	Town Administrator
Conservation Commission	State Law	Town Planner
Recreation Commission	State Law	Parks & Recreation Director
Public Works Commission	State Law	Town Administrator
Energy Commission	State Law	Town Administrator
Exeter Squamscott River Advisory Committee (make nomination)	State Law	Town Planner
Rockingham Planning Commission	State Law	Town Planner
Stratham Fair Committee (act on nominations)	Select Board/Charitable Trust Unit	Town Administrator
Technical Review Committee	Zoning Ordinance	Town Planner

#### **Process for Applying to Town of Stratham Volunteer Boards**

Opportunities to serve on newly formed boards and vacancies on existing boards under the appointment authority of the Select Board shall be advertised by posting on the Town's website for at least a two week period and distributed via other means (such as Town newsletters) prior to being appointed by the Select Board. For seats where a current member seeks reappointment, no such advertising period is required.

Town staff assigned to boards shall be responsible for requesting the Executive Assistant to post these openings including relevant details such as whether they are for full terms, partial term, or as an alternate and the expiration of the term.

Town staff are expected to actively work to fill open or vacant positions from the time they occur to the time they are filled and to generally support the Select Board, Town Administrator and relevant chairs to maintain a full boards with a complement of alternates according to each board's terms of establishment.

Town staff assigned to each board shall ensure complete applications are provided to the Executive Assistant, appointment letters are distributed, board chairs are notified and all necessary communication to ensure the new member is successfully connected with the chair for communications purposes. The staff person is also responsible for ensuring the website is updated with the name of the new member.

The Town Administrator shall be responsible for issuing appointment letters noting the date of the Select Board action and other details such as the term length and expiration, including voting member or alternate status.

Prior to December 31<sup>st</sup> of each year, the Town staff assigned to each board shall submit to the Town Administrator a summary of the board expirations for the following year. The Town staff shall also coordinate with the chairs to determine if expiring members are seeking renewal and to coordinate the submission of a new application as required.

Staff shall make the Town Administrator aware of resignations immediately and in writing and shall collect a written statement of resignation from the board member. The Town Administrator shall be responsible for ensuring Select Board action on resignations.

The Town Administrator shall bring forth all applications received for each position to the Select Board chair for inclusion on the Select Board's Agenda. Each application for appointment will appear on two Select Board agendas. Applicants for open positions, shall first be placed on a Select Board meeting agenda and noted as "for consideration", prior to being acted upon at the next regular Select Board meeting. At the time a name appears for a second time on an agenda, it shall be referenced on the agenda as "to be voted on".

Following appointment, board members will be required to swear an oath with the Town Clerk. An appointment letter from the Town Administrator reporting on the Select Board's action, which shall include the Town Clerk (and other appropriate staff) as a "carbon copy", will advise the board of the same. Records of appointment developed by the Town Clerk and confirmation of oath will be provided to the Select Board for signature and returned to the Town Clerk for filing.

#### **Review of Applications and Placement on Select Board Agendas**

The Select Board Chair and the Town Administrator shall be responsible for ensuring applications are presented and acted upon by the Select Board in accordance with its procedures outlined in the Select Board Manual and this policy.

Town staff assigned to each board are responsible for ensuring each formal application for appointment is transmitted to the chair of that board as a courtesy prior to that application appearing on a Select Board agenda for consideration.

Some Boards take an active role in recruiting new members and recommending them to the Select Board. The process of recommending new members as a board, is accommodated in this policy through sending applications to chairs before they appear on Select Board agendas for consideration and by allowing time for consideration by requiring the appointment be voted on at a second meeting of the Select Board (see above). Board chairs are also encouraged to provide feedback to the Select Board Chair or Town Administrator in their capacity as chair or by communicating feedback of their board.

#### **Responsibility of Applicants to Boards and Commissions**

The Select Board's goal is to place volunteers in seats that will be personally fulfilling for residents as well as productive and effective for the Town and each board's charge, mission or legislative purpose. In accordance with this goal, the following actions are recommended to applicants preparing to apply for appointment to Town boards.

- 1. Familiarize themselves with the board's purpose, work and charge.
- 2. Contact the relevant board chair or Town staff to express interest and or learn about the responsibilities and requirements of members.
- 3. Attend at least one meeting as a member of the public for further understanding. If the board meets infrequently, we encourage speaking with the chair.
- 4. Assess and confirm their general ability to attend the regular meetings if appointed.
- 5. Access relevant training materials and workshops, including those by New Hampshire Municipal Association (NHMA) of which the Town is member.<sup>1</sup>

#### **Expectations and Attendance**

In appointing residents to boards the Select Board expects members to actively engage and participate in the business of that board. Members are expected to show commitment to the mission and engage in the tasks of their committee as well as fulfill their role in a professional and ethical manner. In furtherance of this expectation, the Select Board has established the following attendance policy. Note: while the policy

<sup>&</sup>lt;sup>1</sup> To access trainings or workshops, members are encouraged to request assistance from the Executive Assistant who can assist with registration and payment to NHMA if applicable.

establishes vacancy based on number of unexcused absences, removal from office shall ultimately be determined by state law (where applicable, for Land Use boards and for any other board where removal procedures are established by law). For the purposes of complying with this attendance policy, participation by remote means constitutes "attendance".

Records of attendance shall be kept by the chairs with the assistance of assigned staff. The attendance records of boards shall be reported to the Select Board on an annual basis, by December 31<sup>st</sup> of each year, or the last Friday of December, whichever is latest. If a member notifies the chair prior to a meeting that he or she will not be able to attend the meeting due to sickness, vacation or work or business commitment, such absence will be considered an excused absence and so noted in the minutes of the meeting and the annual attendance summary sent to the Select Board. The Select Board may declare vacant the office of any member who has unexcused absences from more than one-third of the regularly scheduled meetings of the board in any calendar year.

Policy Adopted by the Stratham Select Board

Originally Adopted - August 19, 2019

Revised 10-28-2019 to reflect new park name)

Revised April 18, 2022

#### **Town of Stratham**

#### Parks, Areas & Facilities Naming and Dedication Policy

#### Purpose:

The purpose of this policy is to establish a consistent approach and procedure to be followed by the Select Board for naming Town owned areas and facilities.

#### Objective:

Establish a process and set of criteria for approving requests made to the Town regarding naming facilities. Ensure that parks, recreational areas and other Town-owned facilities are easily identified and located. Ensure that given names to Town owned areas and facilities are consistent and reflect positively on Town of Stratham. Encourage public participation in the naming, renaming and dedication of these facilities.

#### Definition:

Town-owned areas and facilities includes all property assets under the Town of Stratham ownership including, but not limited to buildings, structures, open space, public parks, natural areas and land.

#### Criteria:

The policy of the Town of Stratham is to name parks, recreation areas and facilities through an adopted process utilizing established criteria emphasizing community values and character, local history, geography, environmental, civics and service to the community.

- 1. The following criteria shall be used in determining the appropriateness of the naming designation:
  - a. Geographic Location
  - b. Natural Features
  - c. A person or place of historical or cultural significance
  - d. A person, group or feature particularly identified with the land or facility
- 2. The process to name parks, recreation areas and facilities should proceed at least 12 months after the Town has acquired title to the land and/or formally accepted the dedication.

- 4. Names that are similar to existing parks, properties or facilities in the Town should not be considered in order to avoid confusion.
- 5. The Town reserves the right to change the name to maintain consistency with these policies.

#### Procedure:

- a. A request for naming of a park, recreational area or facility shall be submitted in writing to the Select Board through the Town Administrator.
  - i. The proposed name
  - ii. Reasons for the proposed name
  - iii. Written documentation indicating community support for the proposed name
  - iv. Description/map showing location and boundaries of the park
  - v. If proposing to name a facility within a park, include a description/ map showing the location of the facility.
  - vi. If proposing to rename a park or facility, include justification for changing an established name.
  - vii. If proposing to name a park or facility after and outstanding person, include documentation that describes their contributions to the Town. Written documentation of approval by next of kin to be honored (if available/ possible) is required as part of the proposal.
- b. Those submitting a naming request should show how the proposed name is consistent with the criteria stated in this policy. Town staff will review the proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding to the Select Board. If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit as revised request.
- c. The Select Board will offer the opportunity for public input on the proposed naming during a public hearing noticed in accordance with State law. The Public hearing should take place no sooner than two weeks and no later than 6 weeks following the receipt of an accepted application request.
- d. Upon determination of a completed application (see below), the Select Board, or the Town Administrator on behalf of the Board, will actively advise stakeholders interested in the park, facility or area to be named of the public hearing and the opportunity to comment under this policy.
- e. The Select Board will hold a public meeting to discuss the completed request application. At least two votes will be required, the first to accept the application as complete; and the second, to approve or disapprove the recommendation or take some other action. The second vote (to approve or disapprove the request) shall take place at a meeting subsequent to the public hearing in order to permit additional comment to be submitted.
- f. The Select Board may initiate the naming process in accordance with this policy whenever deemed necessary and/ or in the best interest of the Town.
- g. In the absence of any naming requests, the Select Board shall adhere to the criteria stated in this policy in recommendation of name.
- h. The Town Administrator will be responsible for communicating the Select Board's decision in relation to the naming/renaming within two weeks of such a decision.

i.	owing approval of a name by the Select Board, nothing in this policy shall compel any expenditure or				
	cal project related to replacing or creating new signage. The timing, manner and strategy for affixing opriate signage shall be at the complete discretion of the Select Board.				

This portion of the policy is intended to record facilities that currently have names associated with them (prior to policy adoption - August 2019), which are recognized by the Board. In addition, this section records names added in accordance with this policy.

Area: Small park area near the Stratham Town Landing
Adopted name: Dorothy Clemons River Road Park at Stratham Town Landing
Approved 10-28-2019 by the Select Board

## **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 and return on investment. The Town Treasurer is responsible for setting investment strategy and oversees the daily execution of policy in accordance with New Hampshire Statue 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 for performance bonds, which are held in an interest-bearing deposit account at an approved banking institution.

## C. 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. No investment will exceed one year in length.
- 3. Attain market-average rate of return on investments taking into account #1 and #2 above.
- 4. Satisfy all legal requirements.

#### D. 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.

#### E. 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.

#### F. Investment Parameters

#### 1. Authorized Investments

The following investments will be permitted by this policy:

- 1. Participation units in the New Hampshire Public Deposit Investment Pool (NHPDIP)
- 2. 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.
- 3. 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.
- 4. 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 <a href="https://www.gfoa.org">www.gfoa.org</a>).

#### 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 *an option* 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 Board, who is responsible for establishing the budgetary parameters under which the Town Treasurer may operate. The Board, in conjunction with the Town Treasurer, 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.

#### G. 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.

#### H. 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 4th day of May 2020.

ATTEST: Select Board:	
Becker Houghton	
Michael Houghton, Chair	
Joe Lovejoy, Select Board Vice Chair	
QQM/ku	
Allison Knab, Select Board	
UNDER SEAL OF THE TOWN, received, filed and recorded on this	
	)
ATTEST:	
Town Clerk	

Toven Transurar

Acknowledgement of Receipt:

## TOWN OF STRATHAM BOARD OF SELECTMEN

## POLICY: DAMAGED MAILBOXES

This policy establishes the procedures for repairing/replacing mailboxes damaged by snow plowing or other activities of the Stratham Highway Department.

- It is not the Town's responsibility to repair/replace mailboxes that are located within Town rights-of-way. Mailboxes placed in rights-of-way are tolerated as a convenience to the mail recipient.
- 2) If a mailbox is located outside the Town's right-of-way and it is damaged, either the Highway Agent or Town Administrator must be notified of the damage within 72 hours of the alleged incident. This will allow for timely verification of the incident and is required in order to qualify for repair/replacement.
- 3) No funds will be disbursed directly to the owner, except in accordance with paragraph five (5) below. Town personnel will make a reasonable attempt to repair the damage to a qualifying mailbox in a timely manner. Town personnel will normally provide labor and materials. Town personnel will make the sole determination if a replacement mailbox is required based on the extent of the damage.
- 4) Regardless of construction type or value of a damaged mailbox, it is the Town's policy to replace it with a standard mailbox available at local hardware stores and mounted on a 4x4 post.
- 5) If the property owner does not desire a replacement as described in paragraph four (4) above, the Town will pay up to \$25 toward the replacement upon receipt of an itemized bill for materials.

Adopted/Reaffirmed:	2/12/07
	date
Town of Stratham	
By Its Selectmen	
Tub Seanus Kirk Scamman	var
Station	San Land
Martin Wool	



## **Town of Stratham**

## **Facility Reservation Policy**

The Town makes various facilities and spaces available to members of the public for uses that further the goals of the Town and otherwise provide public benefits to the residents of Stratham and in some cases neighboring communities and non-profits.

The rental of Town facilities by the public requires reservation and Town approval.

Fees charged and guidance for facility usage is outlined in the policies and ordinances specific to these facilities. These policies and procedures shall not conflict or contradict Town ordinances or policies, but shall serve as a convenience to potential renters.



## **Facility Reservation Procedure**

The Stratham Select Board has established the following procedures regarding the reservation of Town property described below.

In particular, procedure covers rooms and other facilities available to the public for reservation at the following locations:

Stratham Hill Park – Portsmouth Avenue - Front, Scamman and 4-H Pavilion

Stratham Town Offices – 10 Bunker Hill Avenue – Room A and Hutton Room

Stratham Fire Station – 4 Winnicut Road - Morgera Room

This procedure is intended to implement the relevant policies in Town ordinances and policies.

## **Fees Charged**

All policies, procedures, rental/reservation rates are established and approved by the Town of Stratham Select Board in accordance with the adoption of these procedures (and as amendment dates as noted).

#### Revenues Deposited

All revenues to the Town under this policy for Meeting Room A shall be revenues to the General Fund.

All revenues to the Town under this policy for Pavilion Rentals shall be revenues to the Park Reservation Fund.

Rates associated with these rentals are user fees.

#### **Refunds & Cancellations**

Cancellations must be made 14 days prior to the rental. Refunds will be issued at the discretion of Recreation Director.

## **Administration of the Policy**

This policy is to be administered by the Parks & Recreation Director at the direction of the Town Administrator. Staff roles are identified in the procedures below and shall be assigned or reassigned as appropriate by the Town Administrator in furtherance of the procedure.

Recreation Director	Approval for rentals (fee waivers require Select	Meet with Town
Board Approval)		Administrator to
	Provide direct support to public and event organizers	
	to answer questions, meet on site and assist with	bimonthly
	processing and completing reservations	
Administrative Assistant	Provide general support to public to answer	Review rental requests
	questions, process walk in reservations, collect and	with Recreation
	process payments	Director
Program Coordinator	Provide general support to public to answer	Review rental requests
	questions, process walk in, phone and email	with Recreation
	reservations	Director
Town Clerk's Office	Provide general support to public to answer	Direct questions to
	questions	Recreation Director

Reservations and questions regarding reservation can be taken by phone call, Email and by visiting the Stratham Municipal Center during normal business hours. All reservations require an online account to be created on the Town of Stratham's reservation/ registration system. The online software allows for the review availability, reserve facility and to process payment.

#### **Rooms/ Spaces Available and Rate Information**

The following municipal property is available for reservation by public in accordance with the policies and conditions described below and elsewhere in this policy. This section includes details for each asset, including rooms, tables and chairs and available technology as well as information on rates.

#### **Pavilions**

Rentals are for a full day, 7am-9pm

Rentals are limited to residents of Newfields, Greenland, Portsmouth, North Hampton, Exeter, Newmarket, Hampton and Stratham and qualifying nonprofit organizations

Rentals do not include exclusive access to bathrooms. Bathrooms are shared with the public.

Music and other noise to be kept to a reasonable level

Special permission must be issued by the Select Board to serve alcohol

4H Pavilion, located near Jack Rabbit Lane

Scamman Pavilion, located near playground structure

Fee: \$75.00

Both pavilions hold up to 50 people. 4 tables in Scamman Pavilion and 6 tables in 4H Pavilion.

Front Pavilion, located near Portsmouth Avenue

Fee: \$150.00

Front pavilion hold 100 people. 12 tables

Equipment provided

8' picnic tables

Pavilions have electricity and lights

## **Stratham Municipal Center**

Rentals are for set time, 4 hour increments

Only Stratham residents may reserve this room

Meeting Room A

Fee: \$50.00

Community Room A holds up to 75 people.

This center is closed to all parties by midnight.

Music and other noise are to be kept to a reasonable level

Equipment:

14 Folding Tables

150 chairs

Kitchen is available.

Setup and cleanup are the user's responsibility.

A \$50 charge may be incurred if room is left in poor condition or damaged.

Setup Options: There are no predefined setups for this room.

## Morgera Room

Rentals are for a set time, increments vary

Only Stratham residents affiliated with the Fire Department, Town related functions or local nonprofit groups may reserve the room

No fees charged for the room rental

#### **Political Advertising**

#### Summary of Relevant Law and Policy for Residents & Political Candidates

# Town of Stratham, NH September 2020

#### Adopted by Select Board 9-21-2020

This document is intended to serve as a summary of relevant law and policy concerning political advertising in Stratham. For additional detail and information, please refer directly to the relevant statute or resource referenced below. The NH Department of Justice Election Law Division has an online information resource for political advertising questions, which can be found here <a href="https://www.doj.nh.gov/election-law/fag.htm#advertising">https://www.doj.nh.gov/election-law/fag.htm#advertising</a>.

- ✓ All signage for political candidates must comply with **State law** (RSA 664:17 <a href="http://www.gencourt.state.nh.us/rsa/html/LXIII/664/664-17.htm">http://www.gencourt.state.nh.us/rsa/html/LXIII/664/664-17.htm</a>), attached.
- ✓ Political advertising is also regulated through the **Stratham Zoning Ordinance** (see Section 7.6 and 7.6).
- ✓ **NHDOT** has also issued guidance to political candidates regarding signage on and near State-highways (see annual guidance from July 2020, attached and located at <a href="https://www.nh.gov/dot/media/nr2020/20200722-political-signs.htm">https://www.nh.gov/dot/media/nr2020/20200722-political-signs.htm</a>).

#### Summary of key provisions from the law and ordinances above and Select Board policy:

- Signage placed in rights-of-way along State-owned roadways, is permitted so long as in accordance with RSA 664:17 the property owner over which the right-of-way passes has given permission. Please refer to State of NH DOT policy related to signage for political advertising (attached <a href="https://www.nh.gov/dot/media/nr2020/20200722-political-signs.htm">https://www.nh.gov/dot/media/nr2020/20200722-political-signs.htm</a>). State-owned roadways in Stratham include the following: NH Route 33 (Portsmouth Avenue) from Greenland to the Stratham Traffic Circle; NH Route 108 (College Road) from Newfields to Exeter); Bunker Hill Avenue; Winnicutt Road; and Squamscott Road.
- In Stratham, the Town in its capacity as a property owner along various state highways

   will not grant permission to candidates or residents to place political signage in the
   rights-of-way over Town-owned property.
- The Town will not grant permission to place signs for political candidates on Townowned property.
- Political signage placed in rights-of-way along town-owned roadways, will be permitted so long as, in accordance with RSA 664:17, the property owner over which the right of

way passes has given permission. No permission will be granted for rights-of-way in front of Town-owned property along state or Town-owned roads.

- The Town of Stratham Code Enforcement Officer (CEO) will remove signage on utility poles and other structures on public property and public rights of way. CEO will remove signage on Town-owned property and within rights-of-way in front of Town-owned property (state or town-owned roads). To contact the Code Enforcement Officer, please contact the Town's Building Department at 772-4741 ext. 180.
- All signage shall be erected in a manner which does not disrupt the safe flow of traffic; non-compliant signage subject to removal at the direction of the Code Enforcement Officer.
- No signs shall be permitted on utility poles, or other structures on public property and are subject to removal by the Code Enforcement Officer.
- If signage is removed by the Town's Code Enforcement Officer, the signage will be held until one week after the election at the Public Works Facility at 70 Bunker Hill Avenue. Please call to arrange pick-up 603 772-5550.
- According to NHDOT, signage removed for safety or interference with maintenance operations, will be removed by State maintenance staffs and be located at the location DOT patrol headquarters. The District 6 office can be contacted by calling (603) 868-1133 (<a href="https://www.nh.gov/dot/org/operations/highwaymaintenance/districts/6.htm">https://www.nh.gov/dot/org/operations/highwaymaintenance/districts/6.htm</a>).

TA Report

# TITLE LXIII ELECTIONS

# CHAPTER 664 POLITICAL EXPENDITURES AND CONTRIBUTIONS

## **Political Advertising**

**Section 664:17** 

664:17 Placement and Removal of Political Advertising. — No political advertising shall be placed on or affixed to any public property including highway rights-of-way or private property without the owner's consent. All political advertising shall be removed by the candidate no later than the second Friday following the election unless the election is a primary and the advertising concerns a candidate who is a winner in the primary. Signs shall not be placed on or affixed to utility poles or highway signs. Political advertising may be placed within state-owned rights-of-way as long as the advertising does not obstruct the safe flow of traffic and the advertising is placed with the consent of the owner of the land over which the right-of-way passes. No person shall remove, deface, or knowingly destroy any political advertising which is placed on or affixed to public property or any private property except for removal by the owner of the property, persons authorized by the owner of the property, or a law enforcement officer removing improper advertising. Political advertising placed on or affixed to any public property may be removed by state, city, or town maintenance or law enforcement personnel. Political advertising removed prior to election day by state, city, or town maintenance or law enforcement personnel shall be kept until one week after the election at a place designated by the state, city, or town so that the candidate may retrieve the items.

Source, 1979, 436:1. 1994, 4:28. 2006, 273:1. 2013, 24:1, eff. July 15, 2013.



## **TOWN OF STRATHAM**

INCORPORATED 1716
10 BUNKER HILL AVENUE • STRATHAM NH 03885
VOICE (603) 772-7391 • FAX (603) 775-0517 • www.strathamnh.gov

From the Stratham Zoning Sign Ordinance:

## 7.5 EXEMPT SIGNS (REV. 3/16, 3/18)

The following signs are exempt from the permit requirements of this Article, but are otherwise subject to the standards contained herein. Any failure to comply with these standards and any other provisions of this Article shall be considered a violation of the Zoning Ordinance.

- I. Signs erected in connection with elections or political campaigns shall comply with all provisions of NH RSA 664:14-21. No such sign may exceed the sign area permitted for other signs within the zoning district in which it is located.
- t. Temporary Signs not covered in the foregoing categories, provided that such signs meet the following restrictions: i. Not more than one (1) such sign may be located on any lot; ii. No such sign may exceed six (6) square feet in surface area; and, iii. The maximum sign height shall be six (6) feet above grade to the top of the sign and its supporting structure. iv. Such a sign may not be displayed for longer than seven (7) consecutive days or no more than fourteen (14) days out of any one (1) year period. v. The Code Enforcement Officer is authorized to mark temporary signs in any reasonable way that does not interfere with the content of the temporary sign so as to ensure compliance with this Article.

#### 7.6 PROHIBITED SIGNS (AMENDED 3/19)

The following signs are prohibited:

- a. Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, parkway, avenue, road, sidewalk, or other right of-way, except as provided in this Ordinance. The Code Enforcement Officer may cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property.
- i. Any banners, pennants or temporary signs, except as provided for herein.
- j. Any sign attached to any public utility pole or structure, streetlight, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, also known as "snipe signs," except as provided herein.

Shanti Wolph

Building Inspector/Code Enforcement Officer 603-772-7391 x180 swolph@strathamnh.gov

search this site

#### **NEWS RELEASE**

For Immediate Release

Contacts:

July 22, 2020

Eileen P. Meaney, Chief Communications Officer, NHDOT (603) 271-6495

#### **NHDOT Reminder To Candidates Regarding Placement Of Political Signs**

#### **Highway Safety is Paramount**

Another election year is upon us and the Department of Transportation is once again reminding candidates and their campaign workers about proper placement of political signs:

- · The law prohibits placement of political signs on the interstate highways, including the entrance and exit ramps.
- · The law prohibits placement of political signs on or affixed to utility poles or highway signs, including delineators.
- Signs that create a traffic hazard or obstruct the safe flow of traffic will be removed. Signs affixed to bridges create a traffic hazard and will be removed.
- Signs will be removed to perform maintenance. This is prime mowing season, so it is best not to place signs in an area with long grass that is likely to be mowed in the near future.
- Placement of signs on private property requires permission from the landowner.
- Signs on private property that obstruct traffic signs or signals, or restrict a motorist's field of view at an intersection, will be removed as a traffic hazard. (RSA 236:1, 236:73.)
- Candidates are required to remove all political signs by the second Friday following the election, unless the
  election is a primary and the advertising concerns a winning candidate. (RSA 664:17.)

In an effort to best use the Department's resources, NHDOT Commissioner Victoria F. Sheehan has written to the political party chairs and political candidate regarding placement of political signs. In the event the Department needs to remove political signs for safety or maintenance, the signs will be held at the local patrol headquarters until one week after the election and then discarded. (RSA 664:17.)

New Hampshire Department of Transportation PO Box 483 | 7 Hazen Drive | Concord, NH | 03302-0483 Tel: 603.271-3734 | Fax: 603.271.3914

# Town of Stratham Social Media Policy & Guidelines

Adopted: <u>July 17, 2017</u> Effective: <u>July 18, 2017</u>

#### I. Purpose of This Policy:

The purpose of this policy is to set guidelines related to the Town of Stratham's Social Media sites and applications. The primary mission of the Town's Social Media efforts will be focused on providing information on Town services and programs to the general public.

#### **II.** Departments Activities Affected:

All Town Departments, Boards, Commissions, and Committees. Each creator of a Town Social Media site can have additional guidelines for their site so long as those guidelines do not conflict with any of the terms of these guidelines.

#### III. Definitions:

**Public Body:** any duly appointed/elected board, commission, and/or committee of the Town of Stratham

**Social Media**: any blogs, other types of self-published online journals, and/or collaborative Web-based discussion forums and networking platforms. Social Media facilitates an environment for the Town and users of such site to share opinions and information about Town-related issues, events, and subjects. The Town supports participation in Social Media as an additional method by which to promote its services and resources. Examples are, but not necessarily limited to: Facebook, Instagram, Twitter, etc.

#### IV. Policy:

It is the policy of the Town of Stratham to ensure that certain standards are set with respect to Social Media to serve all its constituents in a positive, productive manner. The Town supports the use of Social Media as another method to communicate information to its citizens regarding its Town government.

#### V. Procedures:

1) Establishment of, and participation by Town staff or public bodies on, individual official Town Social Media sites, pages, or online communities must be approved in advance by the Town Administrator. Such approval will be based on compliance with these guidelines as documented by the stated need and goals of the proposed Social Media. The Town Administrator will provide any user managing the site on behalf of the Town with a copy of these guidelines with an acknowledgement of receipt. All approved sites will be listed as an Addendum to these guidelines.

- Town Departments/public body's chair will assign appropriate personnel to manage their individual Social Media sites and provide those assigned these tasks a copy of this policy.
- 3) Where possible, each Social Media site should clearly indicate that it is maintained by the Town of Stratham and have contact information for the manager of the site along with a link back to the Town's official website and Social Media Policy.
- 4) Comments containing any of the following inappropriate forms of content shall not be permitted on Town of Stratham Social Media sites and are subject to removal by the Town Administrator or his/her designees.
  - a. Comments not related to the original topic, including random or unintelligible comments.
  - b. Profane, obscene, or pornographic content and/or language.
  - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender or gender identity, or national origin.
  - d. Defamatory or personal attacks.
  - e. Threats to any person or organization.
  - f. Comments in support of, or in opposition to, any political campaigns or ballot measures. Postings/comments by Town officials found to be "Electioneering" in violation of RSA 659:44 & 44-a are prohibited.
  - g. Social Media posts that advocate voter action are not allowed. Instead, posts that report on positions taken by a Public Body are permitted.
  - h. Conduct in violation of any federal, state, or local law.
  - i. Encouragement of illegal activity.
  - j. Information that may tend to compromise the safety and security of public systems.
  - k. Content that violates a legal ownership interest, such as a copyright, of any party.
  - I. Redundant or repetitive comments, with the same or similar content posted multiple times under various posts.
  - m. Content that would violate any other policy of the Town of Stratham.
  - n. Commercial promotions or spam
- VI. A comment stating an opinion, posted by a member of the public on any Town of Stratham Social Media site, is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Town, nor do such comments necessarily reflect the opinions or policies of the Town.
- VII. The Town of Stratham reserves the right to deny access to Town of Stratham Social Media sites to any individual who violates the Town of Stratham's Social Media Policy at any time and without prior notice.

- VIII. Town of Stratham Department Heads and public body chairs shall monitor their Social Media sites periodically for comments requesting responses from the Town and for comments in violation of this policy.
  - IX. Town of Stratham Department Heads, employees, and officials may post content on their respective Social Media pages in their official capacity, if authorized to do so by their Department Head or by a majority vote of respective public body. Comments made by individuals from their personal accounts are personal expressions and not Town representations. Such comments on personal accounts should clearly state that they are solely the expression of the individual.
  - X. Multiple member Boards, Committees, and Commissions should be sensitive to the use of Social Media in such a way so as not to inadvertently violate the spirit and intent of RSA 91-A, the State's Right to Know Law, particularly as it pertains to public meetings.
  - XI. All comments posted to any Town of Stratham Social Media sites are bound by the respective statements of rights and responsibilities associated with those sites and the Town reserves the right to report any violation of these statements to the appropriate Social Media site with the intent of the site taking appropriate and reasonable responsive action.
- XII. This policy shall be administered through the Selectmen's Office. Specific questions regarding this policy may be direct to the Town Administrator's office.

#### XIII. Privacy:

The Town does not collect, maintain, or otherwise use the personal information stored on any third party site in any way other than to communicate Town-related information with users on that site. Users may remove themselves at any time from the Town's "friends," "follow," or "fan" lists, or request that the Town remove them. Users should be aware that third party websites have their own privacy policies and should proceed accordingly. Users are encouraged to protect their privacy by not posting personally identifying information, such as last name, school, age, phone number, or address.

#### XIV. Liability for Use:

The Town of Stratham assumes no liability regarding any event or interaction that takes place by any participant in any Town-sponsored Social Media, and does not endorse content outside of the pages maintained by the Town and the posts created by Town staff in the course of their work duties. The Town reserves the right to use any comments, posts, and messages on the Town's Social Media sites for use in public relations and marketing materials. The Town is not responsible for other people viewing or accessing personal accounts/profiles that are left open on computers in the Library.

#### XV. Participation:

Participation in the Town of Stratham's Social Media implies agreement with all Town policies, including its Social Media Policy, Technology Policy and Internet Policy, and the Terms of Service of each individual third-party service. By posting a comment or other content you agree to indemnify the Town of Stratham and its officers, agents, and employees from and against all liabilities, judgments, damages, and costs (including attorney's fees) incurred which arise out of, or are related to the content that you post.

- XVI. Notwithstanding the foregoing, the Town of Stratham is not obligated to take any of the actions contained in this Policy & Guidelines, and will not be responsible or liable for content posted by any subscriber in any forum, message board, or other area within the Town's Social Media.
- XVII. If a user does not agree to these terms, they are not to use the services provided.

#### **XVIII.** Ongoing Use Evaluation:

The role and utility of Social Media in relation to the goals and purposes of the Town of Stratham will be evaluated periodically by the Town staff and Board of Selectmen, and may be terminated at any time without notice to subscribers.

#### XIX. Severability:

To the extent that any provisions of this policy conflict with State law, then State law shall prevail and the remaining provision of this policy shall remain in force.

Approved this <u>17</u> day of <u>July</u>	, 2017
Bruno Federico, Chairman	-
Joseph Lovejoy, Vice Chairman	-
Michael Houghton, Selectman	<u>-</u>

# Addendum Officially Approved Town of Stratham Social Media Sites

- 1. Town of Stratham
- 2. Stratham Parks & Recreation Facebook Page
- 3. Stratham Recreation Twitter Account
- 4. Stratham Hill Park Facebook Page
- 5. Stratham Hill Park Association Page
- 6. The Stratham Fair Facebook Page
- 7. The Town of Stratham Highway Department Facebook Page
- 8. Stratham DPW Twitter Account
- 9. Stratham NH Police Department Facebook Page
- 10. Stratham NH Police Twitter Account
- 11. Stratham Fire Department Facebook Page
- 12. Stratham Fire Station Facebook Page
- 13. Stratham Fire Department Twitter Account
- 14. Stratham Conservation Commission Facebook Page
- 15. Stratham Heritage Commission Facebook Page
- 16. Stratham 300<sup>th</sup> Anniversary Facebook Page
- 17. Wiggin Memorial Library Facebook Page
- 18. Wiggin Memorial Library Goodreads Page
- 19. Wiggin Memorial Library Instagram Page
- 20. Wiggin Memorial Staff Recommendations Wiki Page

21.

#### **Town of Stratham**

#### COVID-19 Emergency Temporary Remote Work Policy

#### Adopted March 25, 2020

Due to the current COVID-19 (coronavirus) outbreak, the Town of Stratham is implementing voluntary temporary telecommuting arrangements for employees whose job duties are conducive to working from home. A determination by the employer about job duties as being conducive is subject to review at any time and may be reversed, such decision to be effective immediately.

Remote work agreements are expected to be short term, and such agreements do not change the terms and conditions of employment with the Town. The Town will continue to monitor guidance from health officials and the need for remote work arrangements. Employees should not assume any specified period of time for telework, and the Town may require employees to return to regular, in-office work at any time.

#### Security

Consistent with the Town's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

#### **Feedback**

If the employee and supervisor agree, and the Town Administrator concurs, a telecommuting agreement will be prepared and signed by all parties, and a 10-day trial period will commence.

Evaluation of telework performance during the trial period will include regular interaction by phone and e-mail between the employee and the supervisor to discuss work progress and problems. The evaluation of telework performance will place focus on work output and completion of objectives rather than on time-based performance.

After successful conclusion of the trial period, the supervisor and employee will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

This agreement may be evaluated on an ongoing basis to ensure that employee's work quality, efficiency, and productivity are not compromised by the emergency remote work arrangement.

If your supervisor deems that the temporary remote work arrangement described in this agreement is not working effectively or as envisioned, the Town may at any time adjust or end this agreement.

#### **Time Worked**

Telecommuting hourly employees will be required to accurately record all hours worked on their timesheet. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the teleworking employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Employees shall submit their timesheets to their Supervisor using the due dates on the attached 2020 pay period schedule.

#### **Equipment**

The Town will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The Town will also reimburse the employee for pre-approved business-related expenses, such as shipping costs that are reasonably incurred in carrying out the employee's job. Reimbursement for such expenses shall be made in accordance with the Town's Employee Manual.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup or operation of the employee's home office, such as remodeling, furniture, lighting, utilities, nor for repairs or modifications to the home office space.

#### In effect: March 25, 2020 until further notice

I have read and been informed about the content, requirements, and expectations of the COVID-19 Emergency Temporary Telework Policy for eligible Town of Stratham employees. I abide by the guidelines outlined in this agreement as a condition of my employment and my continuing employment at Stratham.

I understand that if I have questions, at any time, regarding this guideline, I will consult with my Department Head.

Attached to this policy is an approved and fully executed Work Plan. This executed policy and executed Work Plan shall together denote approval of teleworking under this policy.

	• •
Employee Signature:	
Employee Printed Name:	
Supervisor Signature:	
Date:	

# Procedures & Work Plan Requirements for Administering the Teleworking Policy March 25, 2020

- 1. Following adoption of a policy by the Select Board, the Town Administrator (TA) shall be responsible for administering this policy.
- 2. In consultation with each department head, a roster of employees who the Town would consider entering into a teleworking arrangement would be determined.
- 3. The Department head would submit a work plan to the Town Administrator for approval; it shall be the Department heads responsibility to ensure complete work plans and that they are adhered to.
- 4. Work plans to outline the following (at a minimum):
  - a. List regular and routine office duties expected to be performed in the telework environment (in as much detail as possible).
  - b. List special projects to be advanced (be specific as to tasks to advance)
  - c. Confirm hours of work (8:30 a.m. to 4:00 pm.)
  - d. Document "coverage" of phones and e-mails if monitoring is to be shared between employees
  - e. Confirm phone app is downloaded for telephone; confirm computer hardware availability; internet connection.
  - f. State whether the employee will or will not need virtual private network (VPN)
  - g. If required, confirm the employee has VPN and remote desktop working. Remind employee to leave computer on in Town offices.
  - h. Include Department head acknowledgement of acceptable work plan
  - i. Include employee signature on work plan
  - j. Employee signature of confidentiality agreement
  - k. Employee acknowledgement the arrangement is temporary in nature.
  - I. Work plans to be signed by the Town Administrator.
  - m. Weekly report submittal.
  - n. Monthly report submittal.

#### TOWN OF STRATHAM, NEW HAMPSHIRE Winter and Inclement Weather Policy and Priorities

Pursuant to RSA 231:92-a, the Stratham Board of Selectmen hereby establishes the following policy and procedure for winter and inclement weather road maintenance.

#### Part A: Policy Objectives.

- Objective. The Town of Stratham seeks to provide timely, efficient and costeffective winter maintenance, snow removal, and ice control on the Town's public
  roadways for the safety and benefit of the Town's residents and the general motoring and
  pedestrian public.
- 2. Procedure. The objective stated in Section 1 may best be achieved by implementation and execution of the procedures and tasks outlined in Part B of this Policy, the Town's Winter Operations Snow Removal and Ice Control Procedures. Due to the many variables that are inherent in New England weather, each storm or weather event may require slightly different effort or emphasis on any number of maintenance tasks which, together, determine the overall winter maintenance, snow removal or ice control strategy.
- 3. Level of Service. It is not reasonably possible to maintain a snow- and icefree road during a storm. The Town intends to utilize its best efforts, within the means available, to provide practical, safe access to homes, businesses, and municipal and other public facilities during and after winter storms.
- (A) As a general policy, the Town may conduct snow removal operations upon accumulations of six (6) inches of snowfall. The Road Agent may, at his or her discretion, based upon weather information reports or prevailing conditions, elect to not remove snow until greater or lesser amounts have accumulated.
- (B) Notwithstanding any other provision of this policy, snow removal or road treatment operations may be suspended at any time when continuing operations would pose a hazard to persons or property.
- (C) Pre-treatment and ice control may be implemented prior to, during, or after a storm, as determined to be most effective, noting that salt has a much slower effect on melting snow and ice at temperatures below 25 degrees Fahrenheit, and thus may not be applied until it is warmer.
- Direction. The Stratham Road Agent, or the Road Agent's designee, shall direct all winter maintenance activities for the Town.
- 5. Implementation. This policy, including the standard operating procedures set forth in Part B, is intended to serve as the normal procedure for winter maintenance, snow removal, and ice control for the Town of Stratham. One or more of the following

events or circumstances, which may delay or prevent the implementation of this policy, may affect all or any part of normal operating procedures:

- Equipment Breakdown
- Snow Accumulation in Excess of One Inch per Hour
- Freezing Rain or Other Icing Conditions
- Traffic Congestion
- Emergencies
- Personnel Illness
- Other Events Beyond the Reasonable Control of the Town
- 6. Notice. This policy may be posted in appropriate public places in the Town as determined by the Selectmen. All residents are encouraged to familiarize themselves with the contents hereof as it describes conditions that one might expect to encounter before, during and after a winter storm event.
- 7. Adoption. This policy and the accompanying Part B, encompassing standard operating procedures, have been adopted by the Stratham Board of Selectmen.

Approved By:

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Selectman, Town of Stratham

Part B:

# TOWN OF STRATHAM Winter Operations Standard Snow Removal and Ice Control Procedures

(Includes Public Highways, Roads, and Parking Areas)

- 1. EQUIPMENT and PERSONNEL: The assets available for winter snow removal and ice control are established within the parameters of the annual budget approved by the Town. In formulating the budget, the Town seeks to allocate sufficient funds for this purpose, but variable weather conditions may make budget projections inaccurate. When weather conditions require additional funds beyond those available in the budget, the Town will undertake such actions as are reasonably necessary to address such conditions, but the Town is bound by law to follow certain legal requirements and procedures that may delay the immediate availability of funds for responses. The Highway Department utilizes available assets of the Department as needed to address snow emergencies. A list of the current rolling stock assets is included in Appendix B. The Town of Stratham has 4 full-time personnel available for winter maintenance operations and contracts with independent plowing services for additional plowing as appropriate.
- ROUTES: Currently, the Town is divided into plow and/or treatment routes. The Town's available equipment is assigned to a plow route as determined by the Road Agent.

The Town uses a backhoe or loader to load trucks during winter operations. This equipment is also used to load snow or push back snow at intersections to create better lines of sight.

Plow routes may be altered from time to time for more efficient snow removal or cost efficiencies. The Road Agent shall notify relevant personnel of such changes. Limited, temporary changes made in accordance with this section do not require approval of the Town Administrator or Board of Selectmen, unless specifically advised to the contrary.

3. MATERIALS: The Town bases its annual budget for snow removal materials in part on past usage and estimated weather forecasts. Sand is used as an abrasive and is applied to the road to improve traction for motor vehicles. Salt is employed as a de-icing and anti-icing agent. The estimated annual supply of sand is purchased each year, mixed with salt and stockpiled inside the Highway Department's storage building. A surplus supply of untreated sand is stored outside the building. Rock salt is purchased as needed, with a limited quantity stockpiled under cover by the Highway Department. Unless weather conditions require a different approach, winter maintenance routes are treated with a mixture of sand and salt, generally with a minimum amount of salt to prevent freezing of the mixture. The mixture may be adjusted according to the nature of the storm with additional salt added if needed. The mixture is applied to the traveled way. At the beginning and at the conclusion of a storm, salt may also be applied to the center of

paved roads where traffic traveling in either direction can work the material. The salt, in conjunction with traffic action, creates a solution intended to assist in melting snow and ice, and resisting snow and ice packing on the roadway. The road crown further assists with the spreading of the mixture. The sand/salt mixture, as well as salt itself, is effective only to approximately 25 degrees Fahrenheit.

4. COMMUNICATIONS: The majority of the Public Works rolling stock is equipped with VHF band radios. Each plow and equipment operator is assigned a unique call number. Radios are also maintained at the Highway Department garage, and each operator may communicate with Newmarket Dispatch and the Town Police and Fire Departments.

#### 5. SCHOOLS:

- (A) <u>Maintenance</u>. The School Districts are responsible for clearing of snow and winter treatment of the access roads and parking lots of the Stratham Memorial and Cooperative Middle Schools. On days when school is in session, winter road maintenance efforts are timed to coincide with bus routing and delivery of students to the extent reasonably practicable.
- (B) <u>School Cancellation</u>. The School Superintendent, or designated official representative, may contact the Road Agent or Highway Department's designee to determine the condition of the municipality's roads in order to determine the advisability of students using school buses. The school representative(s) shall make the decision to cancel or postpone school for that day.
- 6. PARKING: The Town may adopted winter parking regulations. One purpose of a winter parking ban is to allow winter maintenance crews unobstructed snow removal and ice control routes, as much as possible, to maintain the maximum effectiveness of their efforts.
- 7. PLOW ROUTE PRIORITIES: The Highway Department has to assign priorities for winter maintenance route activity in order to maximize the effectiveness of its efforts in accordance with the following:
  - A. School Bus Routes. School bus routes are given first priority on school days.
- B. <u>Public Parking Areas</u>. The public parking area at the Town Office will be plowed and skid resistant material will be applied as needed.
- C. <u>Fire Department</u>. The Fire Station property will be plowed by the Highway Department.
- D. <u>Transfer Station/Recycling Center</u>. If the facility is open during a storm/winter event, the Highway Department will plow the facility as part of a plow route. If the facility is not open, it will be plowed as conditions and available resources warrant.

8. ROADS AND SIDEWALKS NOT RECEIVING WINTER MAINTENANCE:

The Town of Stratham does not maintain a number of roadways and other areas as part of its winter maintenance activities. The areas not maintained by the Town include:

- (A) Private roads, driveways, and sidewalks.
- (B) Roads, sidewalks and other areas maintained or within the jurisdiction of State, Federal or other units of government.
- 9. DAMAGE TO PRIVATE PROPERTY: The descriptions of immunity and potential liability in this section are not intended to waive any immunity or to extend any liability that may exist under law; but are intended solely for convenience.
- (A) The Town of Stratham assumes no responsibility for damage to private property that is located within the public right-of-way as such property is deemed an encumbrance that is not permitted to be located in the right-of-way. The right-of-way is 25' to either side of the center line, and land within the right-of-way may be mistaken by property owners as their own property. In many cases, the right-of-way may extend 10' to 20' either side of the paved or graveled surface of a road. Homeowners sometimes may extend lawns, plant trees or shrubbery, place mailboxes, or erect fences or stonewalls in these areas, which might be intended to improve appearance, but which may obstruct or interfere with maintenance being conducted on the roadway, including winter maintenance.
- (B) In the event of property damage occurring as a result of winter maintenance activities conducted by the Town of Stratham, the Town may be held responsible only for damages as allowed by law arising from negligence or other fault properly attributable to the Town. The Town will not be responsible for the repair or replacement of damaged property that is within the public right-of-way or which is the result of negligence or fault attributable to others, whether located on private or public property.
- (C) The Town will also not be responsible for damage to any vehicle which may be damaged during winter maintenance if the vehicle is parked in violation of any State law or local regulation, including any winter or snow removal parking limitation periods, or is otherwise improperly or imprudently located or operated.
- 10. PLACEMENT OF SNOW IN RIGHT-OF-WAY. No snow is to be shoveled, blown, plowed or placed, by any means, onto Town streets or sidewalks or across roadways to the opposite side snow banks, unless it is immediately cleaned up and removed so as to eliminate any hazard or danger to the public or to Town vehicles.
- 11. ROADWAY OBSTRUCTIONS: If any pedestrian or vehicle or other item interferes with snow removal operations, the Town's personnel will seek the cooperation of the person or the owner of such item to remove it immediately. If the owner cannot be readily located or if the owner refuses to cooperate, the Town vehicle operator shall contact the Town Police Department for assistance. Operators should not attempt to confront owners with regard to such matters.

- 12. POST STORM OPERATIONS: As determined by the Road Agent, snow banks resulting from previous accumulations may be pushed back, or shelved, using the plow and wing of suitable equipment to make space for future snow storms.
- 13. SNOW REMOVAL FROM TOWN ROADS: During the initial stages of a storm, Town highways will be plowed and receive surface treatment as appropriate in accordance herewith. As parked vehicles are removed from streets, snow removal equipment may swing wider through the street to push back accumulated snow.
- (A) Any vehicles which violate winter parking regulations are subject to ticketing and towing. Any vehicle which otherwise interferes with the reasonable efforts of the Town's winter maintenance is subject to removal, after reasonable attempt to notify the operator, if possible.
- (B) Snow removal operations may be delayed or ended in areas where vehicles are improperly parked or where they might interfere with snow removal operations.
- (C) The Town is not responsible for damages to such vehicles arising out of winter maintenance operations or as a result of towing.

#### INTERIM POLICY ON USE OF THE STRATHAM FIRE DEPARTMENT MEETING ROOM JUNE 23, 2008

**<u>DEFINITION:</u>** The main meeting room on the first floor at the Stratham Fire Station shall be known as the Peter Morgera Meeting Room.

<u>PURPOSE</u>: The function of this meeting room is multifaceted. Stratham voters constructed the building to provide a safe, efficient, and commodious operations center for the Stratham Volunteer Fire Department (SVFD) and the Town's Office of Emergency Management (OEM) and Emergency Operations Center (EOC). Hence, the primary purpose of use for this facility shall be in support of both these emergency response agencies. Voters also anticipated that, when not required for emergency use, or other SVFD scheduled events, the meeting room would be available to other groups and other governmental agencies.

<u>INTENT:</u> When either the SVFD, OEM, or the Board of Selectmen (BOS), declare that an emergency exists in Town and that the meeting room is determined to be essential to the efficient management of the emergency, or that the presence of individuals at the fire station not associated with the emergency response efforts conflict with those efforts, it shall be the policy and practice of the Town that emergency response efforts take precedence over any other group using or having been previously scheduled for use of the meeting room. Any application for use of the meeting room shall clearly state the possible exercise of this preemptive right.

**<u>POLICY:</u>** The meeting room shall be scheduled based on the following policies and/or procedures:

- 1. The SVFD shall have the authority and responsibility to schedule use of the meeting room for its own official purposes at the discretion of the Fire Chief. Each Tuesday evening of every month is reserved exclusively for the use of the SVFD/Association for meeting and training purposes. The Fire Chief may also schedule regular, long-term use of the meeting room for other civic groups the SVFD chooses to sponsor such as but not necessarily limited to the Boy Scout and/or Cub Scout of Troop/Pack 185. The Fire Chief is also responsible for scheduling OEM use of the meeting room. The SVFD shall not have the authority to deny any group permission to use the meeting room. Any request directed to the Fire Chief, which does not receive approval for whatever reason, shall be referred to the Selectmen for consideration.
- 2. The BOS shall schedule use of the meeting room for all other civic or governmental groups at their discretion. Groups that require regular use throughout the year may be scheduled as far in advance as their schedule allows. An example of such a use would be the Ladies Auxiliary, Historical Society or 76'ers for its regular meetings. Other civic groups seeking one time or occasional use of the meeting room shall apply to the BOS for permission to use the meeting room. Upon application, a place mark shall be entered on the calendar holding the meeting room for that group. Upon acceptance by the BOS, a reservation shall be granted. However, no reservation shall be considered a confirmed reservation if the date of the use occurs more than sixty (60) days from the date of application. If the SVFD, the OEM, or the BOS have a bonafide, non-emergency, business related need for the meeting room, they may request permission from the BOS to preempt the previously scheduled use if that use occurs more than sixty (60) days from

#### INTERIM POLICY ON USE OF THE STRATHAM FIRE DEPARTMENT MEETING ROOM JUNE 23, 2008

#### Page 2 of 3

the request to preempt. Such permission shall generally be granted. Any application for use of the meeting room shall advise applicants of this potential sixty (60) day preemption.

- 3. A common calendar shall be used by the BOS designee and the SVFD Fire Chief or his designee for purposes of scheduling uses. The calendar shall be electronically maintained by the SVFD and is found at website:

  <a href="https://www.strathamfire.org:444/Lists/calendar/AllItems.aspx">https://www.strathamfire.org:444/Lists/calendar/AllItems.aspx</a> and shall have appropriate security features that allow only the above named personnel access to the calendar for the purpose of adding or deleting entries on the calendar.
- 4. A "Responsible Party" shall be required to be listed on any application for the meeting room. Applications shall clearly state that this person shall be legally responsible for any damages or costs incurred by the Town resulting from their use of the meeting room. The Town of Stratham is only providing the use of the meeting room with tables and chairs. No other equipment, utensils, appliances, displays or other accessory items are included in the reservation and are not available for use.
- 5. Alcohol is prohibited during any event held at the meeting room except by special permission of the BOS in accordance with the rules established for allowing alcohol at town facilities.
- 6. Private parties or events shall not be allowed except by special permission of the BOS. A security deposit requirement shall be implemented by the BOS. It shall initially be \$150.00 per use. A fee schedule shall be implemented by the BOS. It shall initially be \$150.00 per use. Insurance requirements shall be implemented by the BOS. It shall be consistent with the most stringent requirements for the use of other town facilities.
- 7. The SVFD Fire Chief shall promulgate rules for the use of the meeting room and shall submit such rules to the BOS for approval. The BOS shall add any additional rules or delete any proposed rules as it deems appropriate. Until such set of rules are ratified by the BOS, the rules put forth in a memorandum by SVFD Chief Robert Law on March 10, 2008 and entitled: "Use of the FD Meeting Hall" shall be in effect. An acknowledgement of receipt of these rules shall be signed by the responsible party and filed with the application. The maximum occupancy of the meeting room shall be 125 individuals.
- 8. For those not having been assigned access cards, access to the meeting room shall be provided by the Stratham Police Department by calling the non-emergency dispatch telephone number 772-6047 a minimum of one half hour prior to the scheduled use. Likewise, users without access cards shall call the non-emergency dispatch telephone number at the end of their use to request that the building be secured by the Police Department.

#### INTERIM POLICY ON USE OF THE STRATHAM FIRE DEPARTMENT MEETING ROOM JUNE 23, 2008

#### Page 3 of 3

9. The BOS, at its sole discretion, may waive or amend any portion of this policy upon request or under its own authority.

These **INTERIM POLICIES** were adopted by a majority vote of the Stratham Board of Selectmen on <u>June 23, 2008</u>.

Stratham Board of Selectmen				
David Canada, Chairman				
Bruno Federico, Selectman				
,				
Timothy Copeland, Selectman				

# POLICY CONCERNING UNCOLLECTED FUNDS ISSUED TO THE TOWN OF STRATHAM

#### Returned Check Policy for Stratham, NH

In the course of conducting business with the general public, the Town of Stratham accepts personal and business checks, credit cards and ACH, as payment for various taxes, permit fees, recreation fees, licenses, motor vehicle transactions, special assessments, or other municipal services.

The intent of this policy and the governing statute is to have the individual(s), business or other entities, who issued such funds, cover the cost of collecting the debt that the uncollected fund were issued to pay.

#### Fees and Costs to be Covered:

When a payment is issued to the Town for payment of taxes, permit fees, licenses, motor vehicle transactions, special assessments, other municipal services, or any combination of these is returned to the Town as uncollected, the Town shall charge a fee of \$25 plus all protest, bank and legal fees incurred by the Town (as well as any interest and penalties if the returned payment is for a property tax payment), in addition to the original amount of said payment, to the person who issued the uncollected payment, pursuant to the provisions of RSA 80:56.

#### **Notification Process:**

If a check/credit card/ACH payment is returned to the town as uncollected, immediate efforts will be made to contact the individual(s) or business or other entity who issued the payment to report the situation and make arrangements for it to be corrected. This contact can be by telephone, U.S. Mail and/or or by electronic (e-mail) communication. If after 5 business days from the date of the returned payment being received by the Town and there is no response from the responsible individual(s), business or other entity, a written notice of the incident to the responsible party will be made by Certified US Mail, return receipt requested.

Should 14 calendar days pass from the date of the receipt of notice to the responsible party by Certified US Mail, and the individual(s), business or other entity responsible for paying the tax or fee has not corrected the situation, and/or the Town has not been able to be reach the individual(s), business or entity, the Town may file a complaint with the Stratham Police Department who will open a criminal investigation under RSA 638:4, Issuing Bad Checks.

Should the returned payment be for a Motor Vehicle Registration, after attempts to reach the individual(s), business or other entity are unsuccessful, the Town Clerk shall notify by appropriate written notification to the individual(s), business or other entity that the New Hampshire Division of Motor Vehicles will be notified and an Administrative Complaint will be filed with the State of New Hampshire.

# POLICY CONCERNING UNCOLLECTED FUNDS ISSUED TO THE TOWN OF STRATHAM

Should the returned payment be for a Property Tax Payment, and attempts to reach the property owner are unsuccessful, the Tax Collector shall notify and provide appropriate written notification to the affected property owner that the property could be subject to the lien or deed process along with all fees, penalties, and interest that will incur with this process.

#### Repeat Offenses:

In the event an individual or business makes two consecutive uncollected payments by check or electronic payment, or has three or more non-consecutive instances in a two-year period of issuing returned payments to the Town, the Town Clerk or Town Administration may make a determination that replacement payments and all future payments shall only be accepted in cash, money order, or a bank check.

#### **Effective Date:**

This policy shall take effect on November 21, 2022.

Witness our hands as adopted by the Board of Select board on November 21, 2022:

Michael Houghton Chair

Allison Knab, Vice Phair

Joseph Anglerson, Member

Received and recorded this 21 day of November 2022.

Deborah I. Bakie, Town Clerk/Tax Collector

#### **Town of Stratham**

#### **Town Visa Credit Card Policy**

#### January 19, 2023/modified March 7, 2022

The purpose of this policy is to establish guidelines and procedures for the use of Town issued credit cards for Town purchases.

This policy has been adopted by the Select Board in accordance with RSA 31:39 as it relates to their management of the Town's prudential affairs and their authority over expenditures.

#### **General Arrangement**

The Town of Stratham makes available a Visa credit card for department heads of Town Administration, Department of Public Works, Recreation Department, Police Department and Fire Department to use when an invoiced transaction is not possible (online purchase, instore transaction, travel, meals, etc.), or a vendor account is not available, and to minimize the need for employees to use personal funds to procure goods or services for the Town. Cash advance transactions are prohibited.

- 1. ISSUANCE: The cards are issued in the name of the current Department Head and the Town of Stratham. If and when a change in personnel occurs, the Finance Administrator should be notified with updated card holder information, and the name on the account and a new card will be issued.
- 2. SECURITY: The cards are expected to be retained in a secure location and manner within the Town Department for which it was assigned, and are not to be kept by individuals or in other Town locations. A copy of this card is maintained for the Town's records with the Town Administrator's Executive Assistant and in the Finance Office.
- 3. ACCOUNT ACCESS: The Finance Administrator will establish an access user account for either the Card Holder and/or a department employee designated by the Card Holder. The user may access information about transactions, available balances, payments, etc, with access intended to enable responsible use of the credit card. The Town has an overall credit limit of \$20,000.00 and each card has a portion of this amount designated as a credit limit. The credit limit provided to a Department is sufficient for the purposes intended, however, if circumstances arise for which a temporary increase may be needed, the Finance Administrator may be able to make a temporary adjustment if there is a balance in the Town's overall available credit.

#### Controls

The credit card is to be used for Town business purchases only. The card holder is responsible for ensuring that the guidelines which control the use of the card are met with each transaction. All activity occurring on the account is considered to be under the control of the department head to which it is assigned.

- 1. ALLOWABLE USE: Ensure that the goods or services are budgeted for and allowable under the law and applicable Town policies;
- 2. VENDOR: Verify whether the goods or services being purchased are from a vendor with whom the Town maintains an account from which the Town is invoiced. The Town account should be used in this instance and the purchase should not be made with the credit card.
- 3. AMOUNT: Goods and services that exceed \$500 are best paid with an invoice, not a credit card. Attempt to establish a vendor account with the assistance of the Finance Office if this is an option.

- 4. APPROVAL: Your available credit limit is affected by when the statement is received, paid, and posted to the account by the bank. Verify available credit on your account prior to making transactions over \$500 by accessing your account at CentreSuite. Transactions that exceed \$1,000.00 require approval of the Finance Administrator to determine if this is the best manner to conduct the transaction
- 5. MONTHLY STATEMENT: As soon as the Wednesday following the distribution of the monthly statements, submit the statement with receipts for each transaction in original form with the account code information to post the expense. The Finance Office prefers that receipts are placed in the folder labeled "Credit Card Receipts" in Executive Assistant's office as soon after the transaction is completed rather than waiting for month end statements. At the close of the statement period, the full balance on your account is due and payable, but the Finance Office will not pay for a transaction if no receipt has been provided.
- 6. CREDITS: If an item is returned and a credit is applied, a receipt for the credit transaction must be provided to the Finance Office with the appropriate account code information.

#### JOINT POWERS AGREEMENT

#### **OF**

#### COMMUNITY POWER COALITION OF NEW HAMPSHIRE<sup>1</sup>

Effective October 1, 2021

Among the Following Parties:

City of Lebanon, Town of Hanover, City of Nashua, Cheshire County, Town of Harrisville,
Town of Exeter, Town of Rye, City of Dover, Town of Warner, Town of Walpole,
Town of Plainfield, Town of Newmarket, Town of Enfield, Town of Durham,
Town of Pembroke (10/21/21), Town of Hudson (12/16/21), Town of Webster (12/16/21),
Town of New London (1/20/22), City of Portsmouth (4/21/22), Town of Peterborough (7/28/22),
Town of Canterbury (10/20/22), Town of Wilmot (10/20/22), Town of Sugar Hill (11/17/22), and
Town of Hancock (11/17/22) <sup>2</sup>

This Joint Powers Agreement ("Agreement" or "JPA") is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated ("NH RSA") 53-A:3, as it may be amended, providing for the joint exercise of powers among the parties set forth in Attachment B ("Parties"). The term "Parties" shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 4. Parties to this Agreement shall also be known as "Members."

#### **RECITALS**

WHEREAS, the Constitution of New Hampshire declares that "Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it";

**WHEREAS,** in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to "to reduce costs for all consumers of electricity by harnessing the power of competitive markets . . . for wholesale and retail electricity services";

WHEREAS, in 1996, the NH General Court also enacted NH RSA 53-E, "Aggregation of Electric Customers by Municipalities and Counties" and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations ("CPAs") as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

**WHEREAS**, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

WHEREAS, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review, building and fire code administration, adoption of "stretch" codes pursuant to NH RSA 155-A:2,

<sup>&</sup>lt;sup>1</sup> Amended at first CPCNH Annual Membership Meeting on 4/21/22: 1) corrected spelling of "Coalition" in the first line, and 2) added the phrase "unless the Board specifies otherwise" at the end of 3<sup>rd</sup> sentence under Article IX, §1.

<sup>&</sup>lt;sup>2</sup> The dates for Members joining after 10/1/21 are the dates the Board of Directors approved the new Member.

V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

WHEREAS, the Members desire to establish a separate legal entity, known as Community Power Coalition of New Hampshire ("CPCNH" or the "Corporation"), under the provisions of NH RSA 53-A, in order to jointly support the implementation and operation of their respective CPAs and related energy programs and to offer membership on the same mutually-advantageous terms to all municipalities and counties throughout the State of New Hampshire; and

WHEREAS, by establishing the Corporation, the Members seek to create an independent enterprise that is financially sustainable, mutually beneficial, responsive to local priorities, well managed, and overseen by both elected officials and members of the public to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities.

#### **AGREEMENTS**

**NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

#### ARTICLE I DEFINITIONS AND ATTACHMENTS

**SECTION 1.** <u>Definitions.</u> Capitalized terms used in the Agreement shall have the meanings specified in Attachment A, except when defined in context (such as where the term is set off by quotation marks or is part of the section or article heading that defines the term) or where the context requires otherwise.

**SECTION 2.** <u>Documents Included</u>. This Agreement consists of this document and the following attachments, all of which are hereby incorporated into this Agreement:

Attachment A: Definitions

Attachment B: Articles of Agreement of the Corporation

Attachment C: Corporation By-Laws

Attachment D: List of Members

Attachment E: Signatories

Attachment F: List of Project Contracts

Attachment G: Notices to Corporation

**SECTION 3.** Revision of Attachments. The Members agree that Attachments D, E, F, and G to this Agreement describe certain organizational and administrative matters that may be revised from time to time upon approval of the Board or Membership, without such revision constituting an amendment to this Agreement. The Corporation shall provide written notice to the Members of revision of any such attachment.

#### ARTICLE II FORMATION OF CORPORATION

**SECTION 1.** <u>Creation of Corporation</u>. The Corporation will be formed by the filing of the Articles of Agreement of the Corporation in the form set forth in Attachment B with the New Hampshire Secretary of State.

**SECTION 2.** Purpose. The purpose of this Agreement is for Members to make the most efficient use of their powers on a basis of mutual advantage through a corporation separate from, and for which, the Members are not liable for the debts, liabilities, or obligations of the Corporation, except to the extent they may have contracted with the Corporation to be liable thereafter. The Members will form the Corporation to regulate and manage the affairs of the Corporation not inconsistent with the laws of New Hampshire or the Articles of Agreement, in order to study, promote, develop, conduct, operate, and manage energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Members intend for the Corporation to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist Members in exercising their authorities under, and complying with, the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs, known as CPAs; to provide supportive services and technical assistance to CPAs serving member municipalities and counties; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. The Corporation will be a non-stock, non-profit voluntary corporation.

### ARTICLE III POWERS

Powers under this Agreement shall be the same as provided for the Corporation as reflected in the Articles of Agreement of the Community Power Coalition of New Hampshire, with the initial text as set forth in Attachment B.

#### ARTICLE IV MEMBERSHIP

**SECTION 1.** Members to Agreement. Each Member certifies that it intends to, and does, contract with every other Member and, in addition, with such other Members as may later be added. Each Member also certifies that the withdrawal or termination of any Member from this Agreement does not affect this Agreement, each Member's obligations under the Agreement, and each remaining Member's intent to contract with the other Members then remaining. Members acknowledge that membership in the Agreement may change by the addition and/or withdrawal or termination of Members. Prior to the initial Members Annual Meeting, each eligible entity upon delivery of a certified authorization of participation in, and an executed, Agreement shall become a Member as provided for in Sections 2 and 3 below.

**SECTION 2.** <u>Membership Eligibility</u>. Membership in the Agreement will be pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

- **SECTION 3.** <u>Additional Members</u>. Any eligible entity may become a Member of the Agreement pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.
- **SECTION 4.** <u>Voluntary Withdrawal of Member</u>. Voluntary withdrawal of a Member from the Agreement shall be pursuant to the same terms for voluntary withdrawal of membership in the Corporation as reflected in the By-Laws.
- **SECTION 5.** <u>Involuntary Termination of Member.</u> Involuntary Termination of Member from the Agreement shall be pursuant to the same terms for involuntary termination of membership in the Corporation as reflected in the By-Laws.
- **SECTION 6.** Continuing Obligations. Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Project Contract or Cost Sharing Agreement. The Member's equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member's liability for the costs described herein. Any amount of the Member's funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.

### ARTICLE V COST SHARING PRINCIPLES

- **SECTION 1.** <u>Fiscal Year</u>. The fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year. Before changing the Fiscal Year, the Board shall confer with the Treasurer and may confer with the auditor.
- **SECTION 2.** <u>Budget</u>. The budget will be established pursuant to the terms reflected in the By-Laws.
- **SECTION 3.** Cost Sharing Agreements. An agreement shall be entered into between the Corporation and each respective Member, uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for, to ensure that the costs, expenses, debts, and liabilities ("Costs") directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources. Such Costs shall be classified as:
- (a) CPA Member Services Costs: Costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;
- **(b) General and Administrative Costs**: Costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in connection with a particular Project, Project Contract, or Member Service and shall be allocated to, and recovered from, each Member on a *pro rata* basis in accordance with the

- following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and
- (c) **Direct Project Costs**: Costs incurred for a particular Project pursuant to a Project Contract shall be recovered directly from the Member(s) that participate in a particular Project or pursuant to the Project Contract that governs Member cost responsibility for the Project.

**SECTION 4.** General and Administrative Costs. General and Administrative Costs include those that have been incurred for the general operation and administration of the Corporation, and other expenses of a general character, including but not limited to Costs relating to: administrative offices that serve the Corporation; Corporation-wide financial management, business services, budget and planning, and personnel management; operations of the Corporation's central management information systems; general management of the Corporation, such as strategic direction and member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.

General and Administrative Costs do not include Costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all Costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the Cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to Cost allocation under the applicable Project Contract. The Members intend that all Costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.

**SECTION 5.** Member Advances, Contributions and Repayment. Upon the request or approval of the Board, any Member may make payments, advances, or contributions to the Corporation for any and all purposes set forth herein, and may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to, and may be disbursed or used by, the Corporation. Except as otherwise specified in contracts with Members by the Board, the approved advances will be treated as indebtedness of the Corporation and shall be payable and repaid as such.

**SECTION 6.** <u>Refunds</u>. No Member that withdraws or is terminated shall be entitled to a refund of any payments made in connection with General and Administrative Costs.

**SECTION 7.** Funding of Initial Costs. Any Members that have funded activities necessary to implement the Corporation may request that the Board consider reimbursing said Members for said costs over a reasonable time period and shall provide such documentation of costs paid as the Board may request.

#### ARTICLE VI MEMBERSHIP MEETINGS

**SECTION 1.** <u>Annual Meeting of the Members</u>. Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

**SECTION 2.** Expenses. Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

#### ARTICLE VII BOARD OF DIRECTORS

**SECTION 1.** Powers and Duties. The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement, the Corporation By-Laws, and this Agreement.

**SECTION 2.** <u>Compensation</u>. There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

#### ARTICLE VIII EMPLOYEES AND AGENTS

**SECTION 1.** Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

**SECTION 2.** Employees and Other Agents. The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

### ARTICLE IX COMMITTEES

**SECTION 1.** Establishment. The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum unless the Board specifies otherwise. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

**SECTION 2.** <u>Appointment.</u> Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

SECTION 3. Committee Meetings. Meetings of committees may be called at any time by the

respective chairperson of each committee, or by the Chair, provided that notice is given to all members of the committee in person, by telephone, or by electronic mail at least 24 hours in advance of the meeting. All committee meetings shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, and as it may be amended. Reports of committee meetings shall be presented to the Board at its next regular meeting, and each committee shall furnish copies thereof to the Secretary to be maintained with the records of the Corporation. Any committee member may participate in a meeting of the committee by means of a conference telephone, video or similar communications equipment allowing all persons participating in the meeting, including the public, to hear each other at the same time, to the extent allowed by NH RSA 91-A, and participation by such means shall constitute presence in person at a meeting. Unless the Board shall otherwise provide, the standing committees shall have the power to establish their own rules of procedure and to determine the time and place of their meetings.

**SECTION 3.** Executive Committee. At such time as Membership in the Corporation exceeds 11 (eleven) Members, there shall be an Executive Committee consisting of the Chair, the Vice Chair, the Treasurer, the Secretary, and the Immediate Past-Chair. If there is no Immediate Past Chair or the Immediate Past-Chair is no longer a Director of the Board or declines to serve on the committee, another Director may be appointed to serve on the committee. The Chair, Vice Chair, Treasurer, and Secretary shall serve on the committee during their terms in office. Other members shall be appointed for one-year terms and may serve consecutive terms. The Executive Committee shall have authority to exercise all powers of the Board between meetings of the Board but shall exercise such authority only when action is required before the next scheduled Board meeting. All actions taken by the committee shall be reported to the Board at the next meeting of the Board. Further, the committee shall have no authority to take any of the following actions:

- (a) Elect or remove any Director or officer, including the filling of a vacancy.
- **(b)** Terminate, hire, or take any other action with respect to the employment status of the Chief Executive Officer.
- (c) Adopt or materially amend the Corporation's budget.
- (d) Amend or terminate the Agreement.
- (e) Repeal or adopt any amendment to the Corporation's Articles of Agreement or By-Laws; or
- **(f)** Approve any merger, reorganization, liquidation, dissolution, or disposition of substantially all the Corporation's assets.

**SECTION 4.** <u>Finance Committee</u>. There shall be a Finance Committee consisting of at least two Directors or alternates, one of whom shall be the Treasurer, who shall serve as chairperson of such Committee. The committee shall advise the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Corporation.

**SECTION 5.** <u>Audit Committee.</u> There shall be an Audit Committee consisting of no fewer than two and no more than six Directors or alternates. The committee shall oversee the quality and integrity of the Corporation's accounting, auditing and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and to Members at the Annual Meeting. The Corporation shall consider the budget amount necessary for such financial reports as determined by the Audit Committee. The specific

powers and responsibilities of the Audit Committee shall be specified in an Audit Committee Charter, which shall be adopted from time to time by the Members at the Annual Meeting.

**SECTION 6.** Regulatory and Legislative Affairs Committee. There shall be a Regulatory and Legislative Affairs Committee consisting of no fewer than two Directors along with a number of Members determined at the Annual Meeting. The committee shall be responsible for monitoring and advising the Corporation and Members in regard to regulatory and legislative engagement and shall have specific powers and responsibilities as specified in a Regulatory and Legislative Affairs Committee Charter, which shall be adopted from time to time at the Annual Meeting. This committee shall also appoint representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.

**SECTION 7.** Risk Management Committee. There shall be a Risk Management Committee consisting of the Chair, the Treasurer, and such other Directors and members as the Board determines. The committee shall develop and recommend to the Board within one year of the Effective Date of this Agreement, and at least biennially thereafter, an Enterprise Risk Management Policy, and shall perform such tasks as, reviewing major risk exposures and monitoring the steps taken to control said exposures. The Risk Management Committee shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of the Corporation relative to the Enterprise Risk Management Policy and as otherwise requested by the Board. The Corporation shall budget an amount necessary for the evaluation as determined by the Risk Management Committee, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with the Corporation. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member and no individual or firm may be hired to conduct more than two consecutive evaluations. The Risk Management Committee shall act upon a majority vote of the Member Directors of the Committee.

**SECTION 8.** Governance Committee. There shall be a Governance Committee consisting of no fewer than three and no more than six Directors or alternates. The committee shall assist the Members in recruitment of Board Directors; determine eligibility of nominees for consideration of Directorship; monitor the effective functioning of the Board and committees; conduct regular Board orientations and evaluations; periodically review and recommend amendments to this Agreement; and advise the Board and Members, through the Annual Meeting, on governance issues. The Governance Committee shall be comprised of at least one Director each from a city, a town, and a county.

**SECTION 9.** Other Committees. Other committees may be established and abolished as necessary by the Board and given such authority as the Board determines appropriate, subject to the provisions of this article, and except that the authority of the Board itself shall not be delegated to any committee other than the Executive Committee. In the case of such committees established by the Board, it shall not be necessary for a committee member to also be a Member or a Director.

**SECTION 10.** <u>Project Committees</u>. The power to oversee implementation of Projects is delegated to Project Committees as set forth in this Agreement.

### ARTICLE X PROJECTS

**SECTION 1.** Projects. The Board may establish Projects and Study Projects (collectively, for purposes of this Article X only both are referred to as "Projects") within the purpose and power of the Corporation and to adopt general policy guidelines for their implementation. "Project Contracts" means contracts between and among the Corporation and its Members for the Projects. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project.

**SECTION 2.** Right to Participate in Projects. The Board shall provide at least thirty (30) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Once a Project is approved by the Board, all Members shall have the right, but not the obligation, to participate in a pro rata share in the Project in relative proportion to the electric load of each Member. If a Project is not fully subscribed, the unsubscribed portion may be divided among the participating Members in the Project that seek a greater participation share in the same proportion as the original allocation until a project is fully subscribed. A Project that is fully subscribed or for which the initial time to participate has closed may remain open to new Members to join subject to, and under the terms of, the Project Contract.

**SECTION 3.** Project Participation and Terms. Each Member's participation share allocation for the Project shall be based on the financial commitments made by the participating Members or as otherwise may be agreed by the participating Members in a particular Project. Once the Project is fully subscribed or the time to participate has closed, (i) the Treasurer will calculate the number of Project Votes each Member has in the Project, and (ii) the Chief Executive Officer, at the direction of the participating Project Members, will lead the negotiation of the agreements with the Project's vendors, developers and/or consultants and assist with coordinating the Project Contracts amongst the participating Members and the Corporation. All expenses, rights, and obligations to any specific Project as among the participating Project Members will be as provided through Project Contract that will be separate and distinct from this Agreement.

**SECTION 4.** General Project Voting Guidelines. The following guidelines apply to all Projects established by the Corporation:

- (a) The Members that participate in a Project will all collectively agree, in Project Contract(s), separate from this Agreement, to what extent they will assume any obligations, debts and liability incurred in connection with the formation and/or implementation of such Projects. Nothing in this Agreement requires joint and several liability or imposes any liability on any Member with respect to any Project or Project Contract. The impact of a defaulting Member to any Project Contract shall be solely limited by, and governed according to, the terms for default covered in the Project Contract for the applicable Project.
- (b) Once a Project is fully subscribed or the time to participate has closed, as set forth in Section 2 herein above, and unless otherwise agreed to by the participating Members in a particular Project, all Project Matters regarding the Project shall be decided by 80% of the Project Votes cast thereon; provided that if one party controls more than 80% of the vote, then another party shall be required to vote in the affirmative for any action to be taken to prevent one party from controlling the outcome of the vote, and each Director shall be

entitled to cast all or any portion of the number of such Director's Project Votes.

**SECTION 5.** <u>Transfer of Participating Member Project Contract Interests.</u> Subject to the terms of any financing for a Project, a Project Contract may provide for a Member's transfer of an interest in a Project to other Members participating in the Project Contract and, if such transfer is not fully subscribed by such participating Members, to other Members. Project Contracts shall not permit the transfer of a participating Member's participation interest in a Project Contract to any entity that does not qualify for membership in the Corporation or that would adversely affect the tax status of the Corporation.

**SECTION 6.** <u>Project Committees</u>. There will be a Project Committee for each Project consisting of one Director or alternate from each participating Member, which shall adopt procedures for the committee to follow as deemed appropriate for the Project.

#### ARTICLE XI BONDS AND NOTES

The Corporation shall have the power to facilitate for Projects or directly issue, sell, and deliver bonds in accordance with the provisions of NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, for the purpose of acquiring, financing, performing or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture, or other instrument, as required by law and as approved by the Board, provided that any such bond or note issuance is approved by participating Members' governing and legislative bodies as required by statute and all such debts, liabilities and obligations shall be non-recourse to any and all of the Members except as expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract or by the terms of legislative body approvals required by statute.

#### ARTICLE XII LIMITATION ON LIABILITY OF MEMBERS

No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.

### ARTICLE XIII ACCOUNTS AND REPORTS

**SECTION 1.** Establishment and Administration of Funds. The Corporation is responsible for the strict accountability of all funds and reports of all receipts and disbursements. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and will comply with every provision of law relating to the establishment and administration of funds, provided that all funds of the Corporation shall be held in separate accounts in the name of the Corporation. The Corporation shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Corporation securing its bonds or notes, except insofar as such powers, duties

and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. All the books, records, accounts and files referred to in this Article XIII shall be open to the inspection of holders of bonds or notes of the Corporation to the extent and in the manner provided in the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

**SECTION 2.** Checks, Notes and Contracts. The Board shall determine who shall be authorized on behalf of the Corporation to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

### ARTICLE XIV TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

This Agreement shall become effective (the "Effective Date") when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated by dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws.

### ARTICLE XV INDEMNIFICATION AND INSURANCE

Indemnification and insurance shall be as provided for in Article XIII of the By-Laws.

#### ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS

**SECTION 1.** <u>Successors and Assigns.</u> This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member shall assign its interest in this Agreement to an entity that is not a Member or that is not eligible to become, and demonstrates an intent to become, a Member. No Member may assign any right or obligation hereunder without the consent of all other Members, provided that such consent shall not be unreasonably withheld. The immediately preceding sentence shall not affect, in any respect, any right of the assignment under any Project Contract between any Member and the Corporation.

**SECTION 2.** <u>Amendments.</u> Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended at any time and from time to time by a written amendment approved by at least 2/3 (two-thirds) of the votes cast at an Annual Meeting at which a quorum is present, provided that no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census. This Article XVI Section 2 and Articles XII, XIV and XV may not be amended unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws.

#### ARTICLE XVII GENERAL PROVISIONS

**SECTION 1. Breach of Agreement.** If a Member defaults in any undertaking contained in this Agreement, such default shall not excuse such Member from fulfilling its obligations under this Agreement, Cost Sharing Agreement, or Project Contract(s) and each Member shall continue to be liable for the performance of all conditions herein and therein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Corporation created hereby and each Member hereby grants to the Corporation the right to enforce by whatever lawful means the Corporation deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies.

**SECTION 2.** <u>Dispute Resolution</u>. The Members and the Corporation shall make reasonable efforts to settle all disputes arising out of, or in connection with, this Agreement. Before exercising any remedy provided by law, a Member or Members and the Corporation shall engage in nonbinding dispute resolution or in a manner agreed upon by the Member or Members and the Corporation. The Members agree that each Member may specifically enforce this provision, Article XVI, Section 2, Dispute Resolution. In the event that dispute resolution is not initiated or does not result in a resolution within 60 days after a written request for dispute resolution, any disputing Member or the Corporation may pursue any remedies provided by law.

**SECTION 3.** <u>Notices.</u> Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notices to the Corporation shall be delivered to the Corporation's principal place of business, as identified in Attachment E. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with the Corporation. All written notices sent in the prescribed manner will be deemed given to a Member or the Corporation on whichever date occurs first: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class," postage prepaid, or faster delivery method; or (3) the date of transmission, when sent electronically, including by email or facsimile.

**SECTION 4.** Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Hampshire, or be otherwise rendered unenforceable or ineffectual, each and all of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

**SECTION 5.** <u>Section Headings</u>. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer of this Agreement.

**SECTION 6.** Governing Law. This Agreement is made and to be performed in the State of New Hampshire, and as such New Hampshire substantive and procedural law shall apply.

**SECTION 7.** Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by the Corporation and Member, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this

Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

#### **Attachment A: Definitions**

- "Annual Retail Electricity Load" means the annual amount of metered electricity delivered to retail consumers and supplied through the Member CPA during the most recent 12 whole months, or if less than 12 whole months of load have been supplied the calculation of a Member's Annual Retail Electricity Load for the allocation of General and Administrative Costs under Article V, Section 3(b) shall be as provided for under the terms of the Cost Sharing Agreement.
- 2. "Articles of Agreement" means the Articles of Agreement of Community Power Coalition of New Hampshire, a New Hampshire Nonprofit Corporation to be formed pursuant to NH RSA 292:2 as initially set forth in Attachment B.
- 3. "Board" means the Board of Directors of the Community Power Coalition of New Hampshire as described in Third article of the Articles of Agreement prior to adoption of the By-Laws and thereafter as described in Article V of the By-Laws.
- 4. "By-Laws" means the by-laws of the Corporation as initially set forth in Attachment C.
- 5. "Corporation" means Community Power Coalition of New Hampshire and may be referred to as CPCNH.
- 6. "Cost Sharing Agreement(s)" means an agreement between CPCNH and each Member pursuant to Article V, Section 3 regarding how Costs of CPCNH will be shared.
- 7. "CPA" means a Community Power Aggregation, which is the same as a municipal or county aggregation authorized by RSA 53-E.
- 8. "Directors" means the members of the Board of Directors of CPCNH as referenced in Article VII of this JPA and detailed in Article V of the By-Laws.
- 9. "Direct Project Costs" means Costs for activities or services that benefit specific Projects as defined in one or more Project Contracts as provided for in Article V, Section 3(c).
- 10. "Electric Aggregation Plans and Programs" means such services municipalities and Counties undertake pursuant to NH RSA 53-E.
- 11. "Enterprise Risk Management Policy" means a Board policy framework to enable CPCNH to identify, mitigate, and manage financial, operational, and strategic risks in a holistic, methodical, and transparent manner to support the mission and financial sustainability of CPCNH. Regarding energy portfolio risk management, the policy will identify risks associated with the procurement of the power supply, identify those responsible for administering the various elements of the risk management policy from procurement operations to oversight, set parameters and methodologies for managing risk associated with procuring and hedging the power supply portfolio including the specification of authorized products, terms and transaction limits, and provide for the accrual of reserve funds for the purpose of satisfying all financial obligations and objectives associated with management of the power supply portfolio.
- 12. "Member Directors" means Directors appointed by a Member of this Agreement.
- 13. "Members Annual Meeting" means the Annual Membership Meeting of CPCNH as referenced in Article VI, Section 1 of this JPA and described in Article IV of the By-Laws.
- 14. "Member Services" means services provided by CPCNH to Members as referenced in Article V, Section 3(a) of this JPA.

- 15. "Membership" means all of the Members of CPCNH as described in Article III of the By-Laws.
- 16. "Project" means any of the following activities as approved by the Board pursuant to Article X: (i) the design, development, contracting for, lease, acquisition, transfer, construction, financing, operation, maintenance, and/or ownership of facilities for generation, storage, and/or distribution of electrical energy, including but not limited to electric meters, meter communications, microgrids, and electric vehicle charging infrastructure, and any related transactions, services, and goods that may be necessary or convenient to acquire, construct, and/or finance such facilities; (ii) the bulk purchasing and/or use of Member funds to finance retail customer technologies, including, but not limited to, distributed energy resources such as solar photovoltaics, battery storage, heat pumps, electric vehicle chargers, energy efficiency and/or demand response technologies; and/or (iii) activities as may otherwise be defined by the Board within the powers of Corporation.
- 17. "Project Contract" means a contract by and among the Corporation and its participating Members for a Project.
- 18. "Project Matter" means a matter for decision by the Members subscribed to a Project or Study Project involving a question or matter pertinent to considering, entering, studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating and/or maintaining the Project or Study Project as to which there shall be one or more Project Contracts.
- 19. "Project Participants" means the Members that choose to participate in any particular project pursuant to Article X, Section 2 of this JPA.
- 20. "Project Votes" means the number of votes a Member shall be entitled to cast with respect to a Project Matter. Unless otherwise agreed by the Project Participants each Member shall be entitled to cast that number of votes, with respect to a Project Matter, computed as follows: That number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (i) the amount of the Member's financial commitment in the Project or Study Project to which the Project Matter relates, by (ii) the aggregate amount of all Members' then existing financial commitments in such Project or Study Project. In the event that such a calculation is being made with respect to a Project (other than a Study Project) prior to the date of commencement or commercial operation of the Project, as applicable, such calculation shall be made as of the anticipated date of commencement or commercial operation of such Project.
- 21. "Regular Meeting" means a regularly scheduled meeting of the Membership, or the Board, as established at a prior meeting of the Membership, or the Board, respectively.
- 22. "Special Meeting" means a meeting of the Membership, or the Board, as called by the Board, or its Chair, respectively, or by request of other Members, or Directors, respectively, pursuant to Article 4 or Section 5.8 of the By-Laws.
- 23. "Study Project" means one or more proposed Projects as to which the Corporation undertakes to make studies or to acquire options or permits and to incur other preliminary Costs prior to the undertaking of the solicitation, construction or acquisition of such proposed Project.

#### **Attachment B: Articles of Agreement of the Corporation**

### The State of New Hampshire

*Recording Fee:* \$25.00 *RSA* 292:2

#### ARTICLES OF AGREEMENT OF

# COMMUNITY POWER COALITION OF NEW HAMPSHIRE A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statues Annotated, Chapter 292 by the following articles:

**FIRST**: The name of the corporation shall be "Community Power Coalition of New Hampshire" (abbreviated "CPCNH").

SECOND: The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations ("CPAs"); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement executed on or before its effective date of October 1, 2021 pursuant to RSA 53-A (the "JPA").

**THIRD**: The provisions for establishing membership and participation in the corporation are as follows:

Pursuant to NH RSA 53-E members of CPCNH may include counties, cities, towns, unincorporated places, and village districts within the state and any grouping of such entities operating pursuant to NH RSA 53-E:3, II(b). Any of the foregoing may become a Member upon complying with the requirements established by the CPCNH Board of Directors.

Each Member shall have one vote at all Member meetings.

# The State of New Hampshire

Recording Fee: \$25.00

Date Filed: 10/01/2021 10:11:00 AM
Effective Date: 10/01/2021 10:11:00 AM
Filing #: 5450650 Pages: 6
Business ID: 882366
William M. Gardner
Secretary of State
State of New Hampshire

RSA 292:2

# ARTICLES OF AGREEMENT OF

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THIRD: The provisions for establishing membership and participation in the corporation are as follows:

Pursuant to NH RSA 53-E members of CPCNH may include counties, cities, towns, unincorporated places, and village districts within the state and any grouping of such entities operating pursuant to NH RSA 53-E:3, II(b). Any of the foregoing may become a Member upon complying with the requirements established by the CPCNH Board of Directors.

Each Member shall have one vote at all Member meetings.

The initial board of directors shall be the incorporators. The board of directors shall establish a code of by-laws not inconsistent with these Articles of Agreement or the provisions NH RSA 292 as amended, for the governance of the corporation.

These Articles of Agreement may be amended by a vote of the two-thirds of the Members at a Member meeting.

**FOURTH**: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, all net proceeds from the liquidation of the assets and property of CPCNH and any remaining assets shall be conveyed to its Members that remain at the time of dissolution as is determined by the Board in accordance with law. No Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

**FIFTH**: The New Hampshire principal address at which the business of this corporation is to be carried on is: City Hall, City of Lebanon, 51 N. Park Street, Lebanon.

Principal Mailing address is: CPCNH c/o Sustainability Director, Town of Hanover, 41 S Main Street, Hanover, NH 03755.

Business Email is info@cpcnh.org.

✓ Please check if you would prefer to receive the courtesy Nonprofit Report Reminder by email.

**SIXTH**: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are: There is no capital stock, shares, or membership certificates.

**SEVENTH**: The powers of the Corporation shall include the following:

- 7.1. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
  - 7.2 Employ agents and employees;
  - 7.3 Lease real or personal property as lessee and as lessor;

- 7.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;
  - 7.5 Receive, collect, invest, and disburse moneys;
  - 7.6 Make and enter into contracts;
  - 7.7 Sue and be sued in its own name;
  - 7.8 Establish, operate, maintain and/or fund energy-related programs;
- 7.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;
- 7.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;
- 7.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;
- 7.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;
- 7.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;
- 7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;
- 7.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;
- 7.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;
- 7.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;
- 7.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;
- 7.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA; and
- 7.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement.

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

**EIGHTH**: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

- 1. Any breach of the director's or officer's duty of loyalty to the corporation.
- 2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
- 3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

**NINTH**: Signatures and post office address of each of the representatives of the governmental entities associated together to form the corporation:

Signature and Name	Post Office Address
1 Signature	25 Perley Ave. Street
Clifton C. Below Name (please print)	<u>Lebanon, NH 03766-1816</u> City/Town/State/Zip
2 Signature	Street
Name (please print)	City/Town/State/Zip
3 Signature	Street
Name (please print)	City/Town/State/Zip

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

EIGHTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

- 1. Any breach of the director's or officer's duty of loyalty to the corporation.
- 2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
- 3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

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Signature and Name	Post Office Address
1. Clifton C. Below Signature	25 Perley Ave. Street
Clifton C. Below Name (please print)	Lebanon, NH 03766-1816 City/Town/State/Zip
2. Signature	229 Main St Street
Name (please print)	Nashua NH 03660  City/Town/State/Zip
3. Zucho don Signature Andrea Modson	705 Chesham Rd, POBOX 284 Harnisille NH 03450
Name (please print)	City/Town/State/Zip

4. The were Signature	186 South Mein St. Street
Ton'i Weinstein Name (please print)	Newmarket, NH 03857 City/Town/State/Zip
5. Signature of PPL  Signature of FURIN OXENH.  Name (please print)	92 METHODIST HILL RD, PLAINFIELD  Street  AM 34 ElmSt Welple WH 03606 PFC  City/Town/State/Zip
6. Signature	34 Elm St Wel ple WH 03608 Street
Paul F. Cocney Name (please print)	Welphe NH 03608 City/Town/State/Zip
7. Signature	14 BARRETT AUE Street
Name (please print)	City/Town/State/Zip
8. Signature	41 S. Main Street Street
April Salas Name (please print)	Hanover, NH 03755  City/Town/State/Zip

Note: At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

#### **BY-LAWS**

of the

### COMMUNITY POWER COALITION OF NEW HAMPSHIRE

### ARTICLE I NAME

The name of the corporation shall be the Community Power Coalition of New Hampshire ("CPCNH").

### ARTICLE II PURPOSE AND POWERS

### **Section 2.1 Purpose**

The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations; to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of community power aggregations in advancing such policies and actions for the common good.

# Section 2.2 <u>Community Power Coalition of New Hampshire Joint Powers</u> <u>Agreement</u>

This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement effective on October 1, 2021 (the "JPA").

### Section 2.3 Powers

CPCNH is authorized, in its own name, to do all acts permitted under NH RSA 53-A, as amended from time to time, such other provisions of New Hampshire law not inconsistent with NH RSA 53-A, as well as any act necessary, consistent with New Hampshire law, to fulfill the purposes set forth in Section 2.1 above, including but not limited to, each of the following:

- **2.3.1** Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
  - **2.3.2** Employ agents and employees;
  - **2.3.3** Lease real or personal property as lessee and as lessor;
- **2.3.4** Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;
  - **2.3.5** Receive, collect, invest, and disburse moneys;
  - **2.3.6** Make and enter into contracts;
  - **2.3.7** Sue and be sued in its own name;
  - **2.3.8** Establish, operate, maintain and/or fund energy-related programs;
- **2.3.9** Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;
- **2.3.10** Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;
- **2.3.11** Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;
- **2.3.12** Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;
- **2.3.13** Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;
- **2.3.14** Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;
- **2.3.15** Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;
- **2.3.16** Intervene in germane regulatory proceedings on behalf of itself and its Members;
- **2.3.17** Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

- **2.3.18** Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;
- **2.3.19** Carry out other duties as required to accomplish other responsibilities as set forth in the JPA; and
- **2.3.20** Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement and these By-Laws.
- **2.3.21** Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

### ARTICLE III MEMBERSHIP

### **Section 3.1 Members**

The initial Members of CPCNH shall be the towns, cities, and counties that entered into the JPA on or before its effective date of October 1, 2021. Pursuant to NH RSA 53-E, the following shall be also eligible to become members of CPCNH:

### Section 3.2 <u>Municipalities</u>

Any city, town, unincorporated place, or village district within the state. Any such entity (hereinafter "*Municipality*") shall be eligible for membership in CPCNH.

### **Section 3.3 Counties**

Any county within the state. Any such entity (hereinafter "*County*") shall be eligible for membership in CPCNH.

**Section 3.4** <u>Joint Powers Authority</u> Any group of municipalities and counties that have chosen to jointly operate a community power aggregation in accordance with NH RSA 53-A and RSA 53-E shall be eligible for membership in CPCNH as a Joint Powers Authority in lieu of individual municipal or county memberships.

### Section 3.5 <u>Manner of Becoming a Member</u>

Any city, town, unincorporated place, village district, county, or joint powers authorities may become a Member at any time upon an affirmative vote by the governing body of the proposed new Member to approve and join the Community Power Coalition of New Hampshire Joint Powers Agreement and by an affirmative vote of a majority of the Board of Directors to approve the new Member.

### Section 3.6 <u>Designation of Member Representatives; Voting</u>

The governing body of each Member shall designate in writing to the Chief Executive Officer, or Chair of the Board in the absence of a Chief Executive Officer, an elected or appointed official as a Member representative who shall attend CPCNH meetings and vote on behalf of the Member. The governing body of each Member may also designate in writing an alternate to serve when the primary representative is

unavailable. The designated representative or alternate may also be employees or volunteers of the Member. Each Member shall be entitled to one vote on the election of Directors and all other matters submitted to a vote of the membership.

## Section 3.7 Voluntary Withdrawal of Membership

A Member's membership with CPCNH may be withdrawn by the Member's governing body upon notifying the Chair of the Board of Directors in writing and complying the provisions of Section 3.9.

### Section 3.8 Involuntary Termination of Membership

A Member's membership with CPCNH may be terminated by a two-thirds (2/3) vote of the entire Board of Directors, with the exception of the terminated Member's representative if they are also a Director, for reasons deemed good and sufficient by the voting Directors. Default under a Project Contract, failure to satisfy the material terms of its Cost Sharing Agreement, as defined in the JPA, with the Corporation, and material non-compliance with the provisions of the JPA are each ground for terminating membership.

### Section 3.9 <u>Continuing Obligations</u>

Any withdrawn or terminated Member shall execute all reasonable and necessary documents to effectuate such withdrawal or termination and such Members' continuing obligations shall be pursuant to the same terms for continuing obligations as provided for under Article IV, Section 6 of the JPA.

#### ARTICLE IV

#### **MEMBERSHIP MEETINGS**

### Section 4.1 Annual Membership Meeting of CPCNH

Each April there shall be an annual meeting ("Annual Membership Meeting") of the Members at a specific date, time, and place established by the Board of Directors ("Board"). Written notice thereof shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board not less than thirty (30) days prior to the Annual Membership Meeting date. The notice shall set forth the number of Directors to be elected by the Members, as well as any other items of business to be conducted at the Annual Membership Meeting. Only those items set forth in the notice shall be acted upon at the Annual Membership Meeting.

### **Section 4.2 Regular Meetings of CPCNH**

The Members may vote to hold periodic meetings. An annual schedule for such meetings may be established by a majority vote of the Members. Written notice for each such meeting shall be given not less than ten days prior to the date of the meeting. The notice shall set forth the items of business to be conducted at each meeting. By a majority vote of the Members present at the meeting, items of business not identified in the meeting notice may be transacted at such meeting.

### Section 4.3 Special Meetings

Special meetings of CPCNH may be called by the Board or at the written request of twenty-five percent (25%) of the Members. Written notice of a special meeting shall be given not less than five (5) days prior to the date of said meeting. Only such business stated in the notice shall be transacted at the said meeting.

### Section 4.4 Quorum

Not less than twenty-five percent (25%) of the total number of Members shall constitute a quorum for any meeting of the Members of CPCNH.

### Section 4.5 Vote Necessary to Take Action

A plurality vote of the Members in attendance at a Membership meeting shall be necessary to elect any Director. A majority vote of the Members in attendance at a Membership meeting shall decide any other matter, except as otherwise provided in these By-Laws. Attendance at a meeting may be in the manners specified in Section 5.10 of these By-Laws.

### Section 4.6 Meetings Subject to Right-to-Know Law

All meetings of CPCNH shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, as amended from time to time.

# ARTICLE V BOARD OF DIRECTORS

### Section 5.1 Management

The affairs, activities, and property of CPCNH shall be managed, directed, and controlled by, and its power exercised by and vested in a Board of Directors, which shall have all powers enumerated in the Articles of Agreement, the laws of the State of New Hampshire as amended from time to time, and all other powers conferred by these By-Laws and the JPA. Each year the Board shall establish the budget for CPCNH.

### **Section 5.2 Board Duties**

In addition to those duties outlined briefly in Section 5.1 above, the Board may appoint a Chief Executive Officer and authorize such other positions as it shall deem necessary to conduct the work of the organization.

### **Section 5.3 Composition**

**5.3.1** <u>Initial Board</u> Subject to the provisions of Section 5.3.2, below, the initial Board of Directors shall consist of one designated representative, or alternate, from each Member. At any point in time that there are less than five (5) Members, the Members, through their representatives to the Board of Directors, may elect additional voting Directors by majority vote, such that there is always a minimum of five (5) voting

Directors. The term of such additional voting Directors shall end when there are at least 5 Members with representation on the Board of Directors.

### 5.3.2 **Subsequent Boards**

Until such time as there are a total of twenty-one (21) Members, all Member representatives or their alternates shall serve as Directors. At such time as there shall be more than a total of twenty-one (21) Members, members of the Board ("Directors") shall be selected from the representatives and alternates of Members of CPCNH, and such other persons as provided in Section 5.4 of these By-Laws. At such time, to ensure the broadest support for the goals of CPCNH, the organization shall seek Board members who reflect the qualifications and diversity determined by the Board in its policies. Among these considerations the Board shall at all times, so long as there are sufficient Member representatives from each of the following designations, include the following: not less than two Directors from cities, not less than two Directors from towns, and not less than two Directors from counties or joint powers authorities. There shall not be two or more Directors that represent the same city, town, county, or joint powers authority. Every reasonable effort shall be made to assure geographic diversity on the Board.

### **Section 5.4 Non-Voting Directors**

The Board, by majority vote, may appoint non-voting persons to serve on the Board based on their expertise in areas valuable to the operations of CPCNH and as liaisons with other related organizations.

#### Section 5.5 Terms of Office

Starting with the first election of Directors by the Membership pursuant to paragraph 5.3.2. Directors shall serve three (3) year terms, staggered so that approximately one-third (1/3) of the Directors will be elected each year. There shall be no term limit.

### **Section 5.6 Election**

Directors of CPCNH shall be elected by a plurality vote of the Members in attendance at each Annual Membership Meeting. Attendance at the Annual Membership Meeting may be in the manners specified in Section 5.10 of these By-Laws. Vacancies on the Board may be filled by majority vote at any Regular Meeting or Special Meeting of the Board, and those so elected shall fill the unexpired term of their predecessors in office.

### Section 5.7 Number

The initial Board shall consist of all the Member representatives or their alternates, plus such additional Directors as may be elected pursuant to paragraph 5.3.1 until such time as there are more than twenty-one (21) Members. When there are more than twenty-one (21) Members the Board shall consist of not less than eleven (11) Directors and not more than twenty-one (21) Directors. The number of Directors to be

elected shall be established by the Board of Directors each year prior to the Annual Membership Meeting and included in the notice for such Meeting in accordance with Section 4.1.

### Section 5.8 Meetings

The Chair may call meetings of the Board at any time, and a Special Meeting must be called when requested in writing by twenty-five percent (25%) of the Directors. Notice for a Special Meeting of the Board must be provided to each Director in writing at least five (5) days prior to the Special Meeting and shall specify the purpose of the Special Meeting. Only the items indicated in the Notice shall be acted upon at a Special Meeting.

### Section 5.9 Annual Meeting of the Board

The Annual Meeting of the Board Directors shall be held immediately following the Annual Membership Meeting , or at such other time as may be established by the Board, for the purposes of electing officers, receiving reports on the financial fitness and activities of CPCNH, and determining the direction of the organization for the coming year. The specific location and time of the Annual Meeting of the Board and the Membership shall be held at such place as may be designated from time to time by the Board.

### Section 5.10 Electronic Participation at Meetings of the Board

To the extent permitted by RSA 91-A the Directors or the members of any committee may participate in, and act at any meeting, using any means of communication so long as all persons participating in the meeting can communicate with each other concurrently. Such communication includes video, audio, electronic, and telephonic conferencing. Participation by telephone or other electronic means shall be equivalent to presence in person at a meeting for the purposes of determining if a quorum is present. All Directors attending meetings by audio or electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting and their votes shall be recorded by the Secretary as completed via audio or electronic attendance. E-mail is not considered a proper form of electronic participation at a meeting. Only those attending a meeting in-person may vote to break a tie.

### Section 5.11 Record of Meetings

The Secretary or, in the absence of the Secretary, one of the Directors designated by the Chair and participating in the meeting, shall keep a record of Board meetings.

### Section 5.12 Quorum

At all meetings of the Board, twenty-five percent (25%) of the Directors then serving shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be considered the act of the Board, except as may be otherwise

specifically provided by the laws of the State of New Hampshire or these By-Laws. No business shall be transacted at any meeting of the Board at which the required quorum is not present, and the only motion, which the Chair shall entertain at such meeting, is a motion to adjourn.

### Section 5.13 Removal of Directors

Any Director may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of all of the Directors, with the exception of the Director subject removal, at any Regular Meeting or Special Meeting of the Board called for that purpose. In addition, any Director who fails to attend three (3) Regular Meetings of the Board in a fiscal year may be asked to resign unless the Chair of the Board has excused the absences.

### Section 5.14 Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws.

- **5.14.1** To the extent permitted by RSA 91-A the Board may also act without a meeting on any action required or permitted to be taken at a meeting if:
  - **5.14.1.1** Written consent setting forth the action taken thereto is signed by all the Directors and filed with the minutes of the meetings of the Board. Written consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.
  - **5.14.1.2** Consent by electronic mail setting forth the action taken thereto is submitted and received by all the Directors and filed with the minutes of the meetings of the Board. Such consents shall be treated as a vote of the Directors for all purposes.

### Section 5.15 Compensation

Board positions are voluntary, and Directors shall not receive any compensation for their service as Directors from CPCNH. Compensation by a Member of its representative is not precluded by these By-Laws. The Board may adopt policies providing for reasonable reimbursement of Directors for incidental expenses incurred in conjunction with carrying out their duties as Directors, such as extraordinary travel expenses to attend Board meetings.

# Section 5.16 <u>Director Serving as Chief Executive Officer, Employee Serving</u> as Director

In no event may a Director serve as a Chief Executive Officer until six months after his or her term as a Director or resignation from the Board. In no event may an employee of CPCNH serve as a Director until six months after the termination of their employment.

# ARTICLE VI COMMITTEES

### **Section 6.1 Committees**

Article IX of the JPA provides for committees that shall be established and other committees that may be established by the Board, including special or ad hoc committees, as the Directors deem necessary and appropriate to carry on or oversee the work of the organization and goals and purposes of the JPA.

The Board shall strive to maintain diversity in the membership of each committee to include consideration of the size and location of the various Members.

In addition, the Board shall strive to appoint committee members with specialized knowledge in the areas for which each committee shall have responsibility.

### Section 6.2 Limitations

Any committee whether established under the JPA or by the Board, to the extent provided in a resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

- **6.2.1** Take any final action on matters that also requires Board approval;
- **6.2.2** Fill vacancies on the Board or any committee which has the authority of the Board;
  - **6.2.3** Expend CPCNH funds, except as authorized by the Board;
  - **6.2.4** Appoint other committees of the Board or the members of committees; and
- **6.2.5** Approve any transaction to which CPCNH is a party, and one or more Directors have a material financial interest.

# **ARTICLE VII**

#### **OFFICERS**

### **Section 7.1 Officers**

The Officers of CPCNH shall consist of a Chair, the Immediate Past-Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers ("*Officers*") as shall be determined by the Board, all of which shall be elected by the Board. All Officers shall be members of the Board.

### Section 7.2 Election and Term of Office

The Board shall elect the Officers of CPCNH by majority vote of the Directors in attendance at each Annual Meeting. Between Annual Membership Meetings, vacancies in any Officer position may be filled by a majority vote of the Directors present at any regularly or specially scheduled meeting of the Board. The Officers of CPCNH shall

hold office for a term of one (1) year and shall not serve more than three (3) consecutive one (1) year terms in any office.

### Section 7.3 Chair

The Chair shall preside at all meetings of the Board and shall have and exercise general charge and supervision over the affairs of CPCNH and the Chief Executive Officer. The Chair shall perform such other duties as may be assigned by the Board. He or she or the Chief Executive Officer shall, unless otherwise ordered by the Board, execute all written agreements and contracts in the name of CPCNH, subject to the approval of the Board or the Executive Committee.

### Section 7.4 Immediate Past-Chair

Upon completing a final term as Chair, the person in that position shall automatically move into the position of Immediate Past-Chair. The Immediate Past-Chair shall remain a full voting member of the Board, even if his or her term has expired, and the Board has reached its quota, provided that the Immediate Past-Chair remains a designated representative or alternate of his or her Member. This position will be a one (1) year position. The Immediate Past-Chair shall serve as an adviser to the Board Chair.

### Section 7.5 Vice Chair

The Vice Chair shall perform such duties as prescribed by the Board or the Chair and shall act for the Chair in his or her absence.

### Section 7.6 Secretary

The Secretary shall be present at all meetings of the Board and keep or cause to be kept minutes of all meetings of the Board and maintain custody thereof. The Secretary shall perform all other duties incident to the office, and such other duties as may be assigned by the Board.

#### **Section 7.7 Treasurer**

The Treasurer shall oversee the collection and receipt of all money due CPCNH and shall have supervision of CPCNH monies and regular books of accounts. He or she shall oversee the deposits, expenditure, or investment of such funds according to the direction of the Board. He or she shall oversee the full and accurate recordation of receipts, deposits, investments, and expenditures. The Treasurer shall submit periodic reports of financial transactions to the Board at least quarterly, and more often if so requested. In conjunction with the Chief Executive Officer, he or she shall prepare the annual budget for approval of the Board.

#### Section 7.8 Removal

Any Officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the Board at any Regular Meeting or Special

Meeting of the Board called expressly for that purpose, or whenever, in its judgment, the best interest of CPCNH would be served thereby.

#### ARTICLE VIII

### **CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer shall be engaged by the Board in such manner as it determines. The title for the Chief Executive Officer be part of the negotiations with the Board. The Chief Executive Officer serves at the pleasure of the Board. The Executive Committee shall review compensation and annual performance evaluation in a process conducted by the Chair of the Board.

In general, the Chief Executive Officer shall be responsible for the administration and management of CPCNH. The Chief Executive Officer shall participate in all Regular Meetings of the Board and shall be responsible for carrying out the objectives of the organization; subject to such written policies, directions and procedures as may be established from time to time by the Board. The Chief Executive Officer shall be responsible for the day-to-day operation of CPCNH, and is empowered to hire additional staff, who report to the Chief Executive Officer, when the Board votes to authorize a position and a budget line to support it.

A position description (for the Chief Executive Officer and any other staff) with specific responsibilities will be drafted and reviewed as part of the annual performance evaluation process.

Prior to hiring a Chief Executive Officer or in the absence of a Chief Executive Officer the Board may retain such consultants and interim staff, such as an acting manager, as it may determine is appropriate.

### ARTICLE IX

#### **AMENDMENTS**

### Section 9.1 Amendment of By-Laws

Except as otherwise provided by law, these By-Laws may be amended by a vote of not less than two-thirds (2/3) of the Members in attendance at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting, provided that written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon.

Further, all amendments must be consistent with the Articles of Agreement and the JPA, and this Article IX, Article XI, and Article XIII may not be amended unless such amendment is approved by the governing body of each Member.

The Board shall, as may be required by law, report to the New Hampshire Attorney General, Charitable Trust Unit, a copy of any By-Laws Amendments.

#### **ARTICLE X**

### FISCAL YEAR, FINANCIAL REPORTS, AND AUDITS

#### **Section 10.1 Fiscal Year**

As provided for under the JPA, the fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year.

### Section 10.2 Financial Reports and Audits

As provided for under the JPA, an independent financial report by a professional accounting firm of the books and records of CPCNH shall be conducted each fiscal year, and a copy of such financial report shall be submitted to each Director and the Members. A copy of such financial report may also be provided to others as directed by the Chair. The Board shall determine when it is appropriate for audits to be performed by professional accounting firms.

#### ARTICLE XI

### DISSOLUTION, LIQUIDATION, AND DISTRIBUTION

CPCNH shall not be dissolved until such time as all principal of, and interest on, bonds and other forms of indebtedness issued by CPCNH are paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and other forms of indebtedness. Thereafter CPCNH may be dissolved upon the unanimous vote of all of the Members taken at a meeting of the Membership called for that purpose; provided, however, that CPCNH shall continue to exist after termination for the purpose of discharging or disposing of all claims and obligations, liquidating and distributing all assets and property, and conducting all other functions necessary to conclude the obligations and affairs of the CPCNH. In the event of a vote for dissolution, the Board shall liquidate the business and assets and the property of the Corporation as expeditiously as possible and distribute any net proceeds and any remaining assets to any remaining Members in such manner as is determined by the Board in accordance with law. The Board is vested with all powers of the Corporation for the purpose of concluding and dissolving the business affairs of the Corporation. No Member representative, Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

#### ARTICLE XII

#### CONFLICT OF INTEREST

### Section 12.1 Duty to Disclose and Voting Requirements

Any possible conflict of interest on the part of any Director or Officer of CPCNH, shall be disclosed in writing to the Board and made a matter of record through an annual procedure, and also when the interest involves a specific issue or transaction

before the Board. Where the transaction involving a Director or Officer exceeds five hundred dollars and no cents (\$500.00) but is less than five-thousand dollars and no cents (\$5,000.00) in a fiscal year, a two-thirds (2/3) vote of disinterested Directors approving the transaction is required. Where the transaction involved exceeds a value of five thousand dollars and no cents (\$5,000.00) in a fiscal year, then a two-thirds (2/3) vote of disinterested Directors approving the transaction after publication of a legal notice in a newspaper of general circulation in the community in which the principal office of CPCNH is located (or if there is no such office, then in a newspaper of general circulation throughout the state), and after written notice to the Office of the Attorney General, Director of Charitable Trusts. Neither the interested Director nor any other Director who had a pecuniary benefit transaction with CPCNH in the same fiscal year shall be present for or participate either in the discussion or the actual vote concerning the transaction and the minutes shall reflect the fact as well as the disclosure of the Director's interest and the vote. Every new member of the Board will be advised of this policy upon entering the duties of his and her office, and shall sign a statement acknowledging, understanding and agreement to this policy. CPCNH shall keep a log of the pecuniary benefit transactions occurring between it and Board Members.

### Section 12.2 Other Statutory Requirements

The Board will comply with all applicable requirements of New Hampshire laws dealing with pecuniary benefit transactions (NH RSA 7:19-a, II and 292:6-a) and all such laws are incorporated in full into and made a part of this policy statement. These requirements include, but are not limited to, (1) the absolute prohibition of any loans to any Director or Officer of CPCNH; and (2) prohibition of any sale or lease (for a term greater than five (5) years) or conveyance of real estate to or from a Director or Officer, without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests.

#### **ARTICLE XIII**

#### INDEMNIFICATION AND INSURANCE

### Section 13.1 Indemnification

Each Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH, (and their respective heirs, executors and administrators), shall be indemnified and held harmless by CPCNH against any and all claims, demands, losses, costs, penalties, expenses (including attorneys' fees), judgments, damages and liabilities reasonably incurred by, or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of their being, or having been, a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH (whether or not they continues to be a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH at the time such action, suit or proceeding is brought or

threatened), arising in whole or in part, directly or indirectly from conduct in which such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent has engaged in good faith. However, no such indemnification shall apply in relation to any matter involving (i) a breach of their duty of loyalty to CPCNH; (ii) acts or omission which are not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director, Officer, Member representative, committee member, employee, assignee, or agent derived an improper personal benefit.

In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which CPCNH is advised by counsel that such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent is not liable for misconduct as such. The foregoing right of indemnification shall be in addition to any rights to which any Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent may otherwise be entitled.

### **Section 13.2 Insurance**

CPCNH shall self-provide or acquire insurance coverage as is necessary to protect the interests of the CPCNH, the Members, employees, agents, and the public and to indemnify such persons in instances in which they may be indemnified pursuant to Section 13.1 in this Article XIII.

These By-Laws were adopted by a 2/3 majority action of the signers of the Articles of Agreement constituting the initial Board on October 1, 2021.

### **Attachment D: List of Members**

The following entities are Parties to the Joint Power Agreement of Community Power Coalition of New Hampshire:

on
)

2. Town of Hanover

3. City of Nashua

4. Cheshire County

5. Town of Harrisville

6. Town of Exeter

7. Town of Rye

8. City of Dover

9. Town of Warner

10. Town of Walpole

11. Town of Plainfield

12. Town of Newmarket

13. Town of Enfield

14. Town Durham

15. Town of Pembroke  $(10/21/21)^3$ 

16. Town of Hudson (12/16/21)

17. Town of Webster (12/16/21

18. Town of New London (1/20/22)

19. City of Portsmouth (4/21/22)

20. Town of Peterborough (7/28/22)

21. Town of Canterbury (10/20/22)

22. Town of Wilmot (10/20/22)

23. Town of Sugar Hill (11/17/22)

24. Town of Hancock (11/17/22)

Article IV, Section 4 of this JPA and Section 3.5 of the By-Laws.

<sup>&</sup>lt;sup>3</sup> The dates for Members joining after 10/1/21 are the dates the Board of Directors approved the new Member and their Membership became effective per

## **Attachment F: List of Project Contracts**

The following is the List of Project Contracts entered into by Community Power New Hampshire:

- 1. [Project Contact No. 1: Reserved]
- 2. [Project Contact No. 2: Reserved]

## **Attachment G: Notices to Corporation**

All notices to the Corporation shall be provided to its current corporate address, as follows:

CPCNH c/o Sustainability Director

Town of Hanover

41 S Main Street

Hanover, NH 03755



Incorporated 1716

10 Bunker Hill Avenue · Stratham, NH 03885 Town Clerk/Tax Collector 603-772-4741

Select Board's Office/Administration/Assessing 603-772-7391 Code Enforcement/Building Inspections/Planning 603-772-7391 Department of Public Works 603-772-5550 Fax (All Offices) 603-775-0517

To: Michael Houghton, Select Board Chair

> Allison Knab, Select Board Vice Chair Joe Anderson, Select Board Member

CC: David Moore, Town Administrator

Christiane McAllister, Finance Administrator

From: Nate Mears, Director of Public Works Department

Date: March 21, 2023

Transfer Station – 2023 Recommended Fee Schedule Revisions Re:

Dear Select Board Members.

The Department of Public Works must procure our 2023 stock of Transfer Station receipts immediately in order to conduct regular weekly business. In the past we have discussed increases to the fee schedule in order to offset the increasing disposal costs. Past emphasis has been on the rising cost to dispose of mattresses but necessary increases are not limited to mattresses. Recyclers have increased the cost to gas tanks and bulky waste items.

Below is a list of items, current fee and recommended increases. Attached is a final proof of newly revised Transfer Station Receipts.

<u>Item:</u>	Current Fee:	2023 Recommended Fee:
Propane Tanks & Fire Extinguishers (empty, 20	\$5.00	\$8.00
lb. max)		
Propane & Compressed Gas Tanks (> 20 lbs.)	N/A	\$12.00
Large Furniture, Sofas	\$10.00	\$20.00
Mattresses	\$5.00	\$35.00
Small Furniture, Box Springs, Plastic Items, etc.	\$5.00	\$8.00

Following the adoption of RSA 41:9-a, your Board has the necessary authority to carry out the fee increases recommended above. Please know that these increases are based on current disposal costs. With your approval I would like to immediately move forward with producing receipts and materials and updating the webpage with the updated fees.

Respectfully submitted, Nate Mears

# Town of Stratham Transfer Station Receipt

Name	
Date # of Annu	al Permits \$5.00 per sticker
<u>DISPOSAL FEES</u> The following fee schedule sha Stratham solid waste facility with a minimum fee subject to doubling at the discretion of the attend	of \$5.00. Heavy materials are
CFC Units  Items containing refrigerants such as but not to chlorofluorocarbons (CFCs), freon, etc.: (a conditioners, refridgerators, freezers, dehum	nir
LP Tanks Propane Tanks & Fire Extinguishers (empty, Propane & Compressed Gas Tanks (> 20 lbs. #1 Propane & Small Torch Tanks	
Electronics (measured on the diagonal)  TV's 20" or over, Complete Computer Sys en Any Console TV  TV's 19" and under, Single Compute Upit  TV's 50" and greater	\$10.00 \$15.00 \$5.00 \$20.00
Heavy Metal Items  (White goods, dryers, washing machines, stoves/ovens, water heaters/furnaces, misc. h appliances, riding moves, etc.)	<b>\$10.00/item</b> eavy
Light Metal Items  (Push lawn mowns, bicycles, microwaves, BBQ grills, and any other light misc. items, e	\$5.00/item
Household Debris	,
Large Furniture, Sofas Mattresses Small Furniture, Box Springs, Plastic Items, 6	\$20.00 \$35.00 etc. \$8.00
Construction Debris	
1/2 to 3/4 ton pickup trucks 6 foot bed (level) (rounded) 8 foot bed (level) (rounded) 1 ton trucks with rack/dump bodies Utility trailers (4'X4') SUVs/passanger vans Dump trailer loads (single axle) (tandem axle)	\$25.00/load

#### **David Moore**

From:

Jill Longval <jlongval@therpc.org>

Sent:

Thursday, March 16, 2023 1:03 PM

To:

townadministrator@hamptonfalls.org; David Moore; Nathaniel Mears;

TownAdmin@newtonnh.net; mburrill@newtonnh.net; bookkeeper@newtonnh.net;

BOSSecretary@newtonnh.net; Lcoe@coehome.net;

director.hamptonfalls.library@comcast.net; finance@kingstonnh.org;

admin@kingstonnh.org; trusteestephanie@kingston-library.org; melissa@kingston-

library.org

Cc:

Tim Roache

Subject: Attachments:

**Electricity Aggregation Update** 

rates\_Year2-3\_3.15.23.xlsx

### Hi everyone,

We are 5 months into the first year of our 3-year electricity supply contract. If you recall, we locked in 100% of our rate for Year 1. We also locked in 50% of our usage in the non-winter months for Years 2 and 3. We have not locked in anything for the winter months in Years 2 and 3. You can see this breakdown on the "Timeline" and "Current Rates" tabs of the attached spreadsheet.

RPC has been working with Constellation to monitor energy rates for Years 2 and 3. Rates have come down significantly since January and Mike Cloutier, our representative at Constellation, is advising us that between now and early May would be the best time to lock in the remainder of the contract. Constellation ran pricing for us yesterday and came back with \$0.08847 for all of our remaining opened positions through the end of the contract. As you know, this pricing was only good on the day it was quoted, but it gives you a sense of where the market is at. You can find it in red font under the "Year 2&3\_pricing" tab of the attached spreadsheet.

The first thing we need is consensus from the group about whether you want to move forward and lock in the remainder of your open position now. We can get everyone together (virtually or in-person) to discuss it or we can go back and forth over email.

Second, if you agree that locking in now is the best approach, we need to pick a date to sign contracts. Remember, everyone needs to sign on the same date and all signatures are done electronically over email. Here are a few options for signing dates. Please let me know which one works best for you. <a href="https://doodle.com/meeting/participate/id/dw00ZWMe">https://doodle.com/meeting/participate/id/dw00ZWMe</a>

Please reach out if you have any questions.

Thanks, Jill

Jill Longval

**Rockingham Planning Commission** 

156 Water Street Exeter, NH 03833

Direct line: 603-658-0886 RPC Main line: 603-778-0885

	YFAR	1 (Nov 2022 - Oct 2023)	
	12711	1 (1101 2022 001 2023)	Remaing Energy available for
Month	Non-energy component	Energy component	Future Lock
Nov-22	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Dec-22	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Jan-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Feb-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Mar-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Apr-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
May-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Jun-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Jul-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Aug-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Sep-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
Oct-23	100% rate locked 8/9/22	100% rate locked 8/9/22	0%
	YEAR	2 (Nov 2023 - Oct 2024)	
			Remaing Energy available for
Month	Non-energy component	Energy component	Future Lock
Nov-23	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2023
Dec-23	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2023
Jan-24	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2023
Feb-24	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2023
Mar-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
Apr-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
May-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
Jun-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
Jul-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
Aug-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
Sep-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
Oct-24	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2023
YEAR 3 (Nov 2024 - Nov 2025)			
			Remaing Energy available for
Month	Non-energy component	<b>Energy component</b>	Future Lock
Nov-24	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2024
Dec-24	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2024
Jan-25	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2024
Feb-25	100% rate locked 8/9/22	0% locked	100%, anytime before Nov 2024
Mar-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
Apr-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
May-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
Jun-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
Jul-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
Aug-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
Sep-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
Oct-25	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024
25-Nov	100% rate locked 8/9/22	50% rate locked 8/9/22	50%, anytime before Nov 2024

Note: non-energy + energy = total supply rate

YEAR 1 (Nov 2022 - Oct 2023)			
		<u> </u>	Remaing Energy available for
Month	Non-energy component	Energy component	Future Lock
Nov-22	\$0.03488	\$0.1003	0%
Dec-22	\$0.03488	\$0.1003	0%
Jan-23	\$0.03488	\$0.1003	0%
Feb-23	\$0.03488	\$0.1003	0%
Mar-23	\$0.03488	\$0.1003	0%
Apr-23	\$0.03488	\$0.1003	0%
May-23	\$0.03488	\$0.1003	0%
Jun-23	\$0.03488	\$0.1003	0%
Jul-23	\$0.03488	\$0.1003	0%
Aug-23	\$0.03488	\$0.1003	0%
Sep-23	\$0.03488	\$0.1003	0%
Oct-23	\$0.03488	\$0.1003	0%
	YE	AR 2 (Nov 2023 - Oct 2024)	
			Remaing Energy available for
Month	Non-energy component	Energy component	Future Lock
Nov-23	\$0.03488	0% locked	100%, anytime before Nov 2023
Dec-23	\$0.03488	0% locked	100%, anytime before Nov 2023
Jan-24	\$0.03488	0% locked	100%, anytime before Nov 2023
Feb-24	\$0.03488	0% locked	100%, anytime before Nov 2023
Mar-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
Apr-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
May-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
Jun-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
Jul-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
Aug-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
Sep-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
Oct-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2023
	<u>YE</u>	AR 3 (Nov 2024 - Nov 2025)	
			Remaing Energy available for
Month	Non-energy component	Energy component	Future Lock
Nov-24	\$0.03488	0% locked	100%, anytime before Nov 2024
Dec-24	<b>\$0.03488</b>	0% locked	100%, anytime before Nov 2024
Jan-25	\$0.03488	0% locked	100%, anytime before Nov 2024
Feb-25	\$0.03488	0% locked	100%, anytime before Nov 2024
Mar-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
Apr-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
May-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
Jun-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
Jul-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
Aug-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
Sep-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
Oct-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024
25-Nov	\$0.03488	50% rate locked on 8/9/22 at \$0.1003	50%, anytime before Nov 2024

Note: non-energy + energy = total supply rate

		YEAR 1 (Nov 2022 - Oct 2023)	
Month	Non-energy component	Energy component	Remaing Energy available for Future Lock
Nov-22	\$0.03488	\$0.1003	0%
Dec-22	\$0.03488	\$0.1003	0%
Jan-23	\$0.03488	\$0.1003	0%
Feb-23	\$0.03488	\$0.1003	0%
Mar-23	\$0.03488	\$0.1003	0%
Apr-23	\$0.03488	\$0.1003	0%
May-23	\$0.03488	\$0.1003	0%
Jun-23	\$0.03488	\$0.1003	0%
Jul-23	\$0.03488	\$0.1003	0%
Aug-23	\$0.03488	\$0.1003	0%
Sep-23	\$0.03488	\$0.1003	0%
Oct-23	\$0.03488	\$0.1003	0%
		YEAR 2 (Nov 2023 - Oct 2024)	
Month	Non-energy component	Energy component	Remaing Energy available for Future Lock
Nov-23	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Dec-23	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Jan-24	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Feb-24	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Mar-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Apr-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
May-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Jun-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Jul-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Aug-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Sep-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Oct-24	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
YEAR 3 (Nov 2024 - Nov 2025)			
Month	Non-energy component	Energy component	Remaing Energy available for Future Lock
Nov-24	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Dec-24	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Jan-25	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Feb-25	\$0.03488	100% at \$0.08847, quoted 3/15/23	100% currently, 0% if locked in April
Mar-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Apr-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
May-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Jun-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Jul-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Aug-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Sep-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
Oct-25	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April
25-Nov	\$0.03488	50% rate locked on 8/9/22 at \$0.1003; 50% at \$0.08847, quoted 3/15/23	50% currently, 0% if locked in April

Note: non-energy + energy = total supply rate



Incorporated 1716
10 Bunker Hill Avenue • Stratham, NH 03885
Voice (603) 772-7391 • Fax (603) 775-0517 • www.strathamnh.gov

Heritage Commission	Zoning Board of Adjustment
Planning Board	Public Works Commission
Conservation Commission	Recreation Commission
Stratham Summerfest Committee	X Energy Commission
Exeter Squamscott River Advisory Committee	Rockingham Planning Commission
Pedestrian & Cyclist Advocacy Committee	Other
Trail Management Advisory Committee	
Matt O'Keefe	603-608-8294
Applicant Name (print)	Phone #
181 Portsmouth Ave	mbokeefe13@gmail.com
Address	Email
Registered Voter of Stratham? X YES NO  I would like to be considered by the Select Board for ap committee indicated above because:  Continuation of serving on the Energy Commission	•
I feel the following experience and background qualifie  I've served since the commission's inception.	s me for this position:
Matthew O'Keefe Signature of Applicant	3/8/23
Signature of Applicant	Date



Signature of Applicant

# **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**

Heritage Commission	Zoning Board of Adjustment
Planning Board	Public Works Commission
Conservation Commission	Recreation Commission
Stratham Summerfest Committee	Energy Commission
Exeter Squamscott River Advisory Committee	Rockingham Planning Commission
Pedestrian & Cyclist Advocacy Committee	Other
Trail Management Advisory Committee	
Applicant Name (print)	Phone #
Address	Email
Registered Voter of Stratham?YESNO  I would like to be considered by the Select Board for ap committee indicated above because:	Number of Years as a Resident  ppointment to a town/board/commission/
I feel the following experience and background qualifie	es me for this position:

Date



Incorporated 1716
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X Heritage Commission	Zoning Board of Adjustment
Planning Board	Public Works Commission
Conservation Commission	Recreation Commission
Stratham Summerfest Committee	Energy Commission
Exeter Squamscott River Advisory Committee	Rockingham Planning Commission
Pedestrian & Cyclist Advocacy Committee	Other
Trail Management Advisory Committee	
Nathan C. S. Merrill	603-770-7713 (cell)
Applicant Name (print)	Phone #
P.O. Box 176 Stratham, NH 03885 Address	njmerrill@comcast.net  Email
	Dilai
Registered Voter of Stratham? X YESNO	Number of Years as a Resident 50
I would like to be considered by the Select Board for approximation indicated above because:	pointment to a town/board/commission/
I would like to continue my service to the Town	as a long-serving member of the
Heritage Commission. I enjoy the work and th	e people, and we have much more
yet to accomplish. Thank you for your consider	ation.
I feel the following experience and background qualifies	me for this position:
As a lifelong resident, civic volunteer for over 20	years, with over 10 years on
the Heritage Commission, and as a lifetime men	nber of the Stratham Historical
Society, I have extensive experience and institu	tional knowledge of the town and
its past.	
Mahour	) March 10, 2023
Signature of Applicant	Date



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Heritage Commission	Zoning Board of Adjustment	
Planning Board	Public Works Commission	
Conservation Commission	Recreation Commission	
Stratham Fair Committee	Energy Commission	
Exeter Squamscott River Advisory Committee	Rockingham Planning Commission	
Pedestrian & Cyclist Advocacy Committee	Other TMAC	
John Singleton	603-772-1906	
Applicant Name (print)	Phone #	
4 Morning Star Dr. Address	johnr. Singleton@. come astin Email	
Registered Voter of Stratham?NO	Number of Years as a Resident <u>28</u>	
I would like to be considered by the Select Board for ap committee indicated above because:	ppointment to a town/board/commission/	
I would like to give back to	the community. I've	
used the trail system for years and would like to		
about in maintaining it.		
I feel the following experience and background qualifie	es me for this position:	
I've attended many of the ro Completed NEMBAG Train in cluded lesson on how to	northly TMPC meetings.	
Completed NEMBAG Trai	1 School. This school	
included lesson on how to	properly build and	
maintain trails.		
Signature of Applicant	2/16/23	
Signature of Applicant	Date	



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Heritage Commission	Zoning Board of Adjustment
Planning Board	Public Works Commission
Conservation Commission	Recreation Commission
Stratham Fair Committee	Energy Commission
Exeter Squamscott River Advisory Committee	Rockingham Planning Commission
Pedestrian & Cyclist Advocacy Committee	Other
DREW PIERCE	603-583-2508
Applicant Name (print)	Phone #
16 STEPHEN DR. DE	HUPTERCE OGMATL, COM
Address	Email
I would like to be considered by the Select Board for apcommittee indicated above because:	ppointment to a town/board/commission/
I feel the following experience and background qualifie	es me for this position:
Signature of Applicant	12/13)2022 Date
Signature of Applicant	Date