The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

108

April 2, 2024

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Stratham, NH (VC # 177230 B001) in the amount of $16,950 to complete a project to protect public drinking water supplies in Stratham, effective upon Governor and Council approval through May 31, 2025. 100% Federal Funds.

Funding is available in the following account:

	FY2024
03-44-44-441018-5564-072-500574 Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal	$16,950

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2024 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty-one proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on eligibility and the available federal funding, the Department determined that it could offer grants to thirteen source protection planning projects and two source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Town of Stratham will use the source water protection grant funds to pay for transaction costs associated with the purchase and conservation of a 17.6-acre parcel which is the last remaining undeveloped, privately held parcel in the wellhead protection area of the Stratham Memorial School. The acquisition of this land will further protect the drinking water resources for the school.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds are no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Town of Stratham		**1.4. Grantee Address** 10 Bunker Hill Avenue, Stratham, NH 03885	
1.5 Grantee Phone # 603-772-7391	**1.6. Account Number** 03-44-44-441018-5564-072	**1.7. Completion Date** May 31, 2025	**1.8. Grant Limitation** $ 16,950
1.9. Grant Officer for State Agency Melissa Macheras, NHDES		**1.10. State Agency Telephone Number** 603-271-2950	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** David Moore, Town Administrator	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Melissa Feles **Assistant Attorney General, On:** 4/10/24			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8.

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9.

9.1. DATA: RETENTION OF DATA: ACCESS.

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

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

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

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

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials D.S.M

Date 3-22-24

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials DS.M
Date 3-22-27

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Town of Stratham:

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.7). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials D.SM
Date 3-22-24

EXHIBIT B
SCOPE OF WORK

The Town of Stratham will use New Hampshire Department of Environmental Services (NHDES) grant funds to pay for transaction costs associated with the purchase of a conservation easement on a critical parcel of land located within the wellhead protection area of the Stratham Memorial School water system. This project has been approved and will be receiving funds from the Drinking Water and Groundwater Trust Fund to assist in purchasing a conservation easement.

Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

Task 1. Due Diligence

The Town of Stratham will complete tasks associated with the conservation of the Ross parcel, including property survey, baseline documentation report, environmental site assessment, title research, title opinion, title insurance, deed review, and legal fees.

Deliverables: Copies of the property survey, baseline documentation report, title report and deed review and all other final materials associated with this due diligence will be provided to NHDES.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

EXHIBIT C
METHOD OF PAYMENT

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	**Source Water Protection Grant**
Task 1: Due Diligence	$16,950
TOTAL	**$16,950**

Grantee Initials DSM
Date 3-22-24

RECEIVED
MAR 28 2024
DES/DW/GWB
By

FILE COPY

Certificate of Vote of Authorization

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

I, Christiane McAllister of the Town of Stratham do hereby certify that: do hereby certify that: (1) at the Town meeting held March 11, 1994, the Town Select Board voted to authorize Stratham to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year; (2) at the meeting on February 5, 2024, the Town of Stratham Select Board, agreed to receive a 2024 Local Source Water Protection Grant from NH Department of Environmental Services in the amount of $16,950 (DES) to fund a property acquisition for property located "off High Street" owned by Ross Revocable Trust.

The Town of Stratham further authorized the Town Administrator, David Moore, to execute any documents which may be necessary to effectuate this grant agreement.
IN WITNESS WHEREOF, I have hereunto set my hand as Christiane McAllister of Town of Stratham, the 22nd day of March 2024.

Christiane McAllister Signature: Christiane McAllister

STATE OF NEW HAMPSHIRE, County of Rockingham

On this 22 day of March 2024, Karen Richard, before me (Notary Public) the undersigned Officer, personally appeared. Christiane McAllister, who acknowledged herself to be the Finance Administrator of Town of Stratham, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal. Notary Public my commission expires: 9/7/27

Karen A. Richard

KAREN A. RICHARD
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES SEPT. 7, 2027
JUSTICE OF THE PEACE

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Stratham 10 Bunker Hill Avenue Stratham, NH 03885	301	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	1/1/2024	1/1/2025	Each Occurrence	$2,000,000
	Professional Liability (describe)			General Aggregate	$10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	$ 2,000,000
	Any auto			Aggregate	$ 10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: Mary Beth Purcell
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			**Date:** 3/22/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

September 27, 2023

Attn. Cheryl Bondi, Ph.D
NH DWG Trust Fund
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

RE: NH Drinking Water & Groundwater Trust Fund Letter of Support - Stratham Select Board

Dear Dr. Bondi,

The Stratham Select Board strongly supports the Town's application to the NH Drinking Water & Groundwater Trust Fund toward the acquisition of a parcel of land identified as Tax Map 18, Lot 41 currently owned by the Ross Revocable Trust of 2006. The protection of this parcel advances many important community goals and its acquisition has long represented a goal of the Town and the Stratham Select Board.

At 17.6 acres, this parcel is among the larger undeveloped parcels in Stratham. The parcel directly abuts the Stratham Memorial School, the Town's only elementary school, and approximately 85 percent of the parcel lies within the Stratham Memorial School Public Wellhead Protection Area. Approximately 5.5 acres of the property lie over a High Transmissivity Aquifer and the entire property falls within a NHDES defined zone of high value for current or future drinking water supply. Approximately one-acre of the property contains part of a much larger 68-acre wetland.

The property is a short distance from Stratham Hill Park and the Gordon Barker Town Forest, a 215-acre swath of conservation and recreation land that is among the most prized recreational assets in the Seacoast Region.

Stratham has taken many measures over the last several decades to advance drinking water quality, however the acquisition and permanent protection of this parcel would be among the most important steps yet to ensure a sustainable community water supply. We thank you for your consideration.

Sincerely,

Michael Houghton
Select Board Chair

Allison Knab
Select Board Vice Chair

Joseph Anderson
Select Board Member

TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

September 27, 2023

Attn. Cheryl Bondi, Ph.D.
Trust Fund Administrator
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

RE: NH Drinking Water & Groundwater Trust Fund Letter of Support, Stratham Conservation Commission

Dear Dr. Bondi,

The Stratham Conservation Commission strongly supports the Town of Stratham's application to the New Hampshire Drinking Water & Groundwater Trust Fund toward the acquisition of a 17.6 parcel of land identified as Tax Map 18, Lot 41. The Commission believes that the permanent protection of this parcel is vital to drinking water quality, responsible recreation, and environmental stewardship in Stratham.

The Conservation Commission has long recognized the value of this parcel, which neighbors the Stratham Memorial School, and has periodically approached the property owners in an effort to conserve the property. This year, the Commission and the property owners agreed to jointly fund an appraisal of the property and the Town successfully applied to the Great Bay Resource Partnership's Land Transaction Grant Program to fund the Town's share of the appraisal costs. With an appraised value of $150,000 for the 17.6 acre parcel, the Commission believes the acquisition of this property represents an excellent value proposition for the community. At its September 27, 2023 meeting, the Conservation Commission voted unanimously to pursue grant funding from the Drinking Water & Groundwater Trust Fund in order to advance this effort and to schedule a public hearing to dedicate Town of Stratham High Conservation Land Funds to this important acquisition.

The parcel's value to drinking water quality is notable. Approximately 85 percent of the parcel falls within the Stratham Memorial School Public Wellhead Protection Area and 5.5 acres rest over over a High Transmissivity Aquifer. The entire property falls within a NHDES defined zone of high value for current or future drinking water supply. Additionally, the property includes steep slopes, part of a large surface wetland and parts of a larger community trail system. Stratham remains under significant development pressures as the cost of homes and undeveloped lands in the Seacoast Region have catapulted in value. The potential future development of this property is a very real and grave threat.

For the past two decades, the Town of Stratham has systematically protected many hundreds of acres of valuable lands in the community, however this property represents a significant missing gap in that open space network. For its importance to drinking water quality and overall environmental sustainability, the Commission is hopeful that the Department of Environmental Services will see the value in this acquisition and the permanent protection of these 17.6 acres for future generations.

Respectfully,

William Kenny

William Kenny
Chair, Stratham Conservation Commission

STRATHAM MEMORIAL SCHOOL
39 Gifford Farm Road
Stratham, New Hampshire 03885
(603) 772-5413

Katelyn M. Belanger
Assistant Principal

Katherine A. Lucas
Principal

Raymond Pillsbury
Director of Special Education

September 27, 2023

Attn. Laura Weit-Marcum
SWP Grant Program
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

RE: Source Water Protection Grant Letter of Support - Stratham Memorial School

Dear Ms. Weit-Marcum,

As principal of the Stratham Memorial School, I am pleased to support the Town of Stratham's application to the Source Water Protection Program toward the acquisition of a 17.6-acre parcel (Tax Map 18, Lot 41), that neighbors the school property.

Stratham Memorial School, part of the Exeter Region Cooperative School District, serves students in Stratham in preschool through Grade 5. The school has an enrollment of 521 and has been set on 29.3-acre parcel at 39 Gifford Farm Road since 1985. The school relies on an on-site well, classified as a public water system, for its water needs. A significant part of the school's wellhead protection area extends on to the property that is the subject of this grant application.

This subject property has been undeveloped for generations and many students and families utilize it for recreational purposes. It borders conservation property to the south and is a short distance from Stratham Hill Park. The permanent protection of this parcel will help safeguard the school's water supply for many years to come.

Because of its close proximity to the school's water supply and its overall value to the community, I am supportive of the community's efforts to acquire this property with the help of the Source Water Protection Program.

Respectfully,

Kate Davis

Kate Davis
Chair, Stratham Local School District (Stratham Memorial School)

Attachment A
2024 Local Source Water Protection Grant Rankings

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Swains Lake Village Water District	Barrington	$22,125	*Approved*	106
Southeast Land Trust of New Hampshire	Exeter	$25,000	*Approved*	100
Southeast Land Trust of New Hampshire	Rochester	$25,000	*Approved*	97.5
Town of Conway	Conway	$14,000	*Approved*	95.5
Moose Mountain Regional Greenways	Farmington & Strafford	$25,000	*Approved*	94
Town of Stratham	Stratham	$16,950	*Approved*	90
Manchester Water Works	Manchester	$25,000	*Approved*	88
Rockingham Planning Commission	Newton & South Hampton	$20,011	*Approved*	86
Town of Epsom	Epsom	$25,000	*Approved*	74.5
Emerald Lake Village District	Hillsboro	$11,621	*Approved*	73
Town of Salem	Salem	$29,283	*Approved*	71
Strafford Regional Planning Commission	Northwood	$29,945	*Approved*	67
Town of Amherst	Amherst	$30,000	*Approved*	66.5
Barnstead School District	Barnstead	$25,000	*Not approved*	58
City of Keene	Keene	$12,600	*Not approved*	55.5
City of Keene	Keene	$17,850	*Not approved*	52
Monadnock Conservancy	Bennington	$25,000	*Not approved*	0
Trust for Public Lands	Exeter	$25,000	*Not approved*	0
Crossing Life Church	Windham	$25,000	*Not approved*	0

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Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Merrimack Village District	Merrimack	$10,137	*Approved*	20.5
Merrimack Village District	Merrimack	$16,724	*Approved*	19.5

Grant Reviewer List

Name	Department	Bureau	Title	Experience
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (19 years)
Melissa Macheras	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (3 years)