

## **MEMORANDUM**

TO: Michael Houghton, Select Board Chair  
Joseph Lovejoy, Select Board Vice-Chair  
Allison Knab, Select Board

FROM: David Moore, Town Administrator

DATE: July 31, 2020

RE: Select Board Agenda and Materials for August 3<sup>rd</sup> Regular Meeting

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Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for August 3, 2020.

### **III. Consideration of Minutes**

Draft minutes from your meeting on July 20<sup>th</sup> are included for your review.

### **IV. Treasurer Report (first meeting of the month)**

### **V. Department Reports & Presentations**

The department report will be from Police Chief King. Materials in support of his presentation have been provided under separate cover (e-mail from me of July 31, 2020).

### **VI. Correspondence**

- A. Letter from Michael Desroches regarding Abatement

### **VII. Public Comment**

### **VIII. Public Hearings, Ordinances and/or Resolutions**

There are none schedule for this meeting.

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

### **X. New Business and Action Items**

- A. 2021 Budget Process and Planning

In follow-up to our discussion on July 20th, along with the Finance Administrator, I am preparing for a discussion of a 2021 budget forecast as well as draft budget goals. These materials are in progress and I hope to give them to you during the day on Monday.

## **B. Discussion on PFAS – NH DES Follow-up**

I look forward to updating you on my discussions with our engineering consultant and DES regarding DES's response to our Site Investigation, a response we received last week and which I forwarded under separate cover (included in your packet for easy reference). A meeting with both DES and the engineering consultant is tentatively set for the middle of the week of the 3<sup>rd</sup>. The purpose of that meeting would be for DES to help inform scope of work for effectively and efficiently responding to the remediation and follow-up identified in the DES response.

## **C. Next Steps Zoning Discussion – Gateway**

Earlier in the week, I transmitted a memo from Town Planner Tavis Austin which built on the Select Board's July 20<sup>th</sup> conversation about the future of the Gateway. I have included that material in this memo, for your easy reference.

## **XI. Town Administrator Report**

- A. 90 Winnicut – Roadway Easement Acceptance and Performance Agreement – see memorandum from Town Planner Tavis Austin
- B. Stratham Hill Park reservations guidance – See memorandum from Parks & Recreation Director Seth Hickey
- C. Field Rental Guidance - See memorandum from Parks & Recreation Director Seth Hickey.
- D. Update on PCAC
- E. Update on "Air BnB"/short-term rental enforcement
- F. Update Fire Cisterns – I hope to present updated information about infrastructure needs associated with the Town's Fire Cisterns
- G. Transportation plans related to school opening
- H. Non-public item related to land acquisition

I plan to address additional issues and updates for the Board. If you have any items you want to ensure I address, please let me know.

## **XII. Informational Items**

## **XIII. Reservations, Event Requests & Permits**

## **XIV. Review of Recent or Upcoming Board & Commissions Agendas**

## **XV. Miscellaneous & Old Business**

- A. Boards and Commissions Appointments
  - a. We have one resignation from the Cemetery Trustees

## **XVI. Adjournment**



# TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

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## SELECT BOARD AGENDA

**AUGUST 3, 2020**

**TOWN OF STRATHAM**

**7:00 P.M.**

**Room A, Stratham Municipal Center**

**10 Bunker Hill Avenue- Stratham, NH 03885**

**This meeting of the Select Board will be held in Room A 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 call 603 772-7391 ext. 187.

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

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

- I. Call to order
- II. Roll Call
- III. Consideration of Minutes – July 20, 2020
- IV. Treasurer Report (first meeting of the month)
- V. Department Reports & Presentations – Police Dept. - Chief Anthony King
- VI. Correspondence

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.



# TOWN OF STRATHAM

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- 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. 2021 Budget Process and Planning
  - B. Discussion on PFAS – NH DES Follow-up
  - C. Next Steps Zoning Discussion - Gateway
- XI. Town Administrator Report
- XII. Informational Items
- XIII. Reservations, Event Requests & Permits
- XIV. Review of Recent or Upcoming Board & Commissions Agendas
- XV. Miscellaneous & Old Business
  - A. Boards and Commissions Appointments
  - B. PFAS in Town Center Update
- XVI. Adjournment

**MINUTES OF THE JULY 20, 2020 SELECT BOARD MEETING**

MEMBERS PARTICIPATING: Board Members Chair Mike Houghton, Vice Chair Joe Lovejoy, Board Member Allison Knab along with Town Administrator David Moore, Building Inspector/Code Enforcement Officer/Health Officer Shanti Wolph, Town Planner Tavis Austin.

The Board Chair opened the meeting at 7:00 p.m.

Ms. Knab motioned to approve the second version of the minutes from 7/6/2020. Mr. Lovejoy seconded the motion. All voted in favor.

**BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH OFFICER**

Mr. Wolph reported that, in his Health Officer role, he is following and implementing relevant guidance from the Governor's Office, the CDC and WHO as it applies to staff in the building. Procedures were put in place to allow for the safe return of the teleworking employees. In response to restaurants' need to allow outdoor seating, he created an outdoor seating application form. He reported on the many logistics that went into planning for Town Meeting. Mr. Lovejoy commended Mr. Wolph on the good work he did putting together a safe environment for all.

Mr. Wolph continued his report, reviewing a few minor code enforcement violations. He detailed the ways in which he is responding to the health crisis as he performs inspections. They began a new process for obtaining permits. With more people home, home projects are up. He cited commercial projects currently underway: Chipotle, CMS, Lindt renovation/expansion. Future projects include: NHSPCA major renovation/addition, Treat Farm subdivision, 90R Winnicutt, 275 Portsmouth Ave. (former Great Bay Community College). This quarter's projects, permits processed and inspections are down very slightly from last year. Although there are less projects and inspections, there has been an increase of almost \$40,000 in fees this quarter alone. This is the result of the changes in the schedule adopted last year and more commercial projects. To date, they have spent 57% of their budget, which is being spent on a 3<sup>rd</sup> party inspector because of the commercial properties. However, this money will be coming back to the Town, into the General Fund, not his department's budget.

Goals for his department include being able to accept credit card payments. With the help of Finance Administrator Dawna Duhamel, this project is almost complete. He is working on the logistics of safely holding future meetings and elections. He recommends opening the rest of the departments in the Municipal Center to the public.

Mr. Houghton echoed Mr. Lovejoy's commendation about his work in planning a safe Town Meeting. He agreed with Mr. Wolph that the 3<sup>rd</sup> party inspector fees should not be reflected in the department's budget.

A member of the public, Richard Swett, joined the meeting via conference call.

The NH SPCA is requesting a waiver of the fee for their building permit fees for their renovation/addition. He reviewed past decisions regarding non-profits and building permit fees.

All agreed that charging to cover the cost of the inspections, clerk's fees, and his time would be appropriate. Mr. Lovejoy made a motion to charge an \$11,000 fee to cover the cost of the 3<sup>rd</sup> party inspection and should anything above that be required it would be the NHSPCA's financial responsibility. A member of the public, Paul Deschaine, gave additional historic information regarding fee reductions for other non-profits. Mr. Houghton confirmed that additional third party reviews would be paid by the applicant. Mr. Wolph detailed how he arrived at the \$11,000 figure. Ms. Knab seconded the motion. Motion passed unanimously.

#### PLANNING

Town Planner Tavis Austin updated the Board on projects he is working on: bonding; finalizing RPC GIS work (updating online mapping system); website for online permitting; conservation easement online data project. He, along with Nate Mears and Mr. Moore are wrapping up the MS4 year two. He will be updating the Planning Board once it is complete. He will also be discussing the 10 year plan for road projects at an upcoming Planning Board meeting. In addition, he has been working with Mr. Mears and Mr. Moore on final versions of the Right of Way permit and updated driveway regulations. When the driveway regulations are final they will be reviewed by the Planning Board.

Mr. Austin reported there is a vacancy for an alternate on the Planning Board and that the Rockingham Planning Commission needs a Planning Board representative.

Next, Mr. Austin reported on current projects, some of which Mr. Wolph described. Chipotle is moving toward construction and hopes to be finished by the start of school. The NHSPCA is pulling together state permits for their project. Stratham Green Solar resubmitted for their solar project which was originally approved, and lapsed. There will be a new two lot subdivision at 7 Boat Club Dr. The Planning Board is considering changing their meeting schedule and introducing workshop sessions. The Rt 33 Legacy Ad Hoc Committee is finalizing their project. Mr. Austin noted that the draft of natural resources inventory is nearing completion.

Ms. Knab requested to have one of the department heads take a more active role in the Conservation Commission. Mr. Moore will review the department head's roles in each of the committees.

They briefly speculated on the potential development of the Great Bay Community College.

Mr. Austin recommended acceptance of the Whittaker Drive extension to Hillcrest. Mr. Lovejoy made a motion to accept the project as complete, authorize full release of related performance surety and accept and execute the Whittaker Drive deed. Ms. Knab seconded the motion which passed unanimously.

Next, Mr. Austin talked about 2 Marin Way saying this project, originally approved by the Planning Board, includes storm water and landscape improvements. Mr. Houghton made a motion to approve the performance and escrow agreement for 2 Marin Way. Ms. Knab seconded the motion which passed unanimously.

Lastly, Mr. Austin directed attention to the 79E draft covenant to be signed. There was discussion about the number of years for which the tax relief should be granted, the timeline on the renovation and what assessments would be frozen and which could rise. Mr. Houghton suggested consulting with the owners to confirm understanding.

Mr. Austin then moved on to following-up on the Town Meeting votes and discussion related to the Gateway. He discussed five different options for Gateway zoning. Mr. Houghton responded by saying that to give up would be irresponsible. He suggested reaching out to the people who spoke at Town Meeting – both for and against to brainstorm what is possible in hopes of discovering alternatives to creating development more in keeping with the vision. He felt that there were design standards we should retain. Ms. Knab noted that most people who spoke against Gateway development were misinformed as to what the design regulations actually are. Mr. Moore speculated on various approaches to gateway development without infrastructure. There was discussion as to what the area could look like. Mr. Lovejoy understood the sentiment at Town Meeting to be that the residents want the area unchanged from what it is. He expressed an obligation to the people who own property in that area. He emphasized the need for timely zoning changes. Mr. Houghton advocated the Town be guided by the Town's expressed desire to retain the rural New England countryside, which to him meant focusing on design standards and address the zoning issues.

The Chair recognized Mr. Deschaine for public comment. He commended the Town on holding a safe Town Meeting. He understands the logistics involved and thought the Town did an outstanding job. He attended tonight's meeting to learn what's to become of the Gateway. He concurred with Mr. Lovejoy that we can't fulfill our promise to businesses in the gateway, therefore we need to change the ordinances. He also agreed that zoning will need to be changed.

Mr. Deschaine continued, saying he has observed a cultural change in Stratham over the past decade. Although everyone has a different perspective on what "rural" means, most recently he's hearing that residents do not want the Gateway area to change at all. He went on to say that Town Meeting was not as it should be. He felt it was disheartening that 99% of the people arrived with their mind made up. Traditional Town Meetings are to convene legislators, listen to your neighbor, talk about what you aspire for your community then make a firm collective commitment to fund or not. It is important for people to listen but no one listened at that meeting. He talked about how social media played a role in the cultural change. He suggested it might be time to consider various other types of government. Mr. Houghton thanked him for his insight on a path forward.

Mr. Houghton directed attention to the next item: the budget schedule. Mr. Moore presented a draft budget schedule and requested guidance from the Board. Some of the budget issues have already been discussed. NH retirement system will be announcing new rates which is an unknown factor at this time. The new police officer position was touched upon. Mr. Moore will be meeting with HealthTrust on health insurance to learn about the Town's options. Mr. Lovejoy agreed to represent the Board at the meeting at Mr. Moore's invitation. Mr. Moore advocated further discussion of budget issues at the August 3<sup>rd</sup> meeting. They talked about planning for Town Meeting next year, and the possibility of holding it outside. Mr. Houghton



questioned if this form of government is serving the Town's needs referring to concerns he has heard, including during the public comments. The group concurred that this needed to be a broader, more in depth conversation. Mr. Moore offered to set up a meeting with the NHMA attorney to have a discussion to be grounded in the RSAs and options.

Mr. Lovejoy raised the topic of Community Power. He received a call from Mike Welty, Chair of the Energy Commission who explained to him that there was a push toward statewide aggregation. A group in Exeter is advancing the movement. Mr. Lovejoy agreed to receive emails from the Exeter committee to keep informed and distribute them.

Next, Mr. Moore briefly updated the Board on current projects. He will be holding a meeting on Aug. 5<sup>th</sup> with election officials to prep for the upcoming elections. He has a meeting with the DES representative and should have an update on our PFAS submission at the next meeting. He reported receiving a good response from the solid waste RFP. The PCAC has reached out to him regarding Safe Routes to School and concerns about the children returning to school. It is expected that there will be increased traffic resulting from children not taking busses. He and town staff will be meeting to address the concerns. Mr. Moore is starting CIP meetings this week.

Mr. Moore directed attention to a letter from residents regarding mosquito spraying. The budget is set for this year and we are nearing the end of mosquito spraying. Mr. Moore will speak to the group.

Mr. Houghton made a motion to open the public hearing to accept the trailer from the Ladies Auxiliary. Mr. Lovejoy seconded the motion which passed unanimously. Mr. Moore added that the value was over \$5,000. Upon hearing no comment from the public, Mr. Houghton made a motion to close the public hearing. Ms. Knab seconded the motion. Mr. Houghton made a motion to accept the Ladies Auxiliary trailer. Mr. Lovejoy seconded the motion which passed unanimously.

Mr. Moore said there was a request for Room A in October for a family event for a resident. The group agreed to approve the reservation with conditions.

Ms. Knab reminded the Board that Chief King had requested and budgeted for a part-time officer during his last department report. It was agreed that the Chief should move forward with hiring that officer. Mr. Moore indicated he would bring it back for Board action.

Ms. Knab also stated that Pat Elwell has been volunteering on various town committees for close to 30 years and she has recently decided to cut back. She felt it important that she be recognized for her many contributions to the Town. The Board agreed readily and discussed recognition.

At 9:31 pm Mr. Houghton made a motion to enter into a non-public session. Mr. Lovejoy seconded the motion which passed unanimously.

At 10:30 pm Mr. Houghton motioned to come out of the non-public session and seal the minutes finding that failure to do so would render the proposed actions ineffective. Mr. Lovejoy seconded the motion which passed unanimously.

At 10:32 pm Mr. Houghton motioned to adjourn. Mr. Lovejoy seconded the motion which passed unanimously.

Respectfully submitted,

Karen Richard  
Recording Secretary

DRAFT

July 28, 2020

TO THE TOWN OF STRATHAM.  
BOARD OF SELECTMEN.

I APPRECIATE the TOWN of STRATHAM ACCEPT RESPONSIBILITY for CONTAMINATING my well. Unfortunately I CANNOT ACCEPT the small REDUCTION in the PROPERTY VALUE AS COMPENSATION. A CONTAMINATED WELL IS CRITICAL TO the VALUE of this PROPERTY. ALSO I HAVE TO PROTECT my FAMILY'S HEALTH, SO I HAD EPPING WELL & PUMP COMPANY install A PFS PURIFICATION SYSTEM AT this LOCATION. AT A COST OF \$3600, I FEEL this COST IS the TOWN of STRATHAM'S RESPONSIBILITY AND I SHOULD be REIMBURSED for this EXPENSE. This installation BRINGS my PROPERTY VALUE BACK TO its ORIGINAL STATUS, THERE FOR I AM RETURNING the TOWN'S check #0024041 of \$96.47. UPON RECEIVING PAYMENT for the installation of the PFS PURIFICATION SYSTEM, I will CONSIDER this MATTER concluded

Thank you for your COOPERATION

(603)-772-7446

Michael DesRoches

Work Order: 42699

Epping Well & Pump  
337 Calef Hwy  
Epping, NH 03042  
(603) 679-5299

Fri, 0000000007 10, 2020

Seacoast Taxidermy  
23 College Road  
Stratham, NH 03885

Description	Quantity	Unit Price	Charge
Quoted Filtration	1	\$3,600.00	\$3,600.00
Bill B.	4.0	\$0.00	\$0.00
Rodney M.	4.0	\$0.00	\$0.00
1" Pex Oetiker Clamp	14	\$0.00	\$0.00
Stratham Trip Charge	1	\$0.00	\$0.00
20ABC Centaur AB Carbon Filter	2	\$0.00	\$0.00
1/2" JG Union Tee	1	\$0.00	\$0.00
1" x 3/4" CTS R-Coupler - J.G.	1	\$0.00	\$0.00
1 x 3/4" JG CTS Union 90 Elbow	1	\$0.00	\$0.00
1" J Hook	2	\$0.00	\$0.00
5/8 Backwash line	30	\$0.00	\$0.00
1/2 Black Clip w/ Nail	12	\$0.00	\$0.00
1" Pex	8	\$0.00	\$0.00
1" Pex Female Adapter NL	4	\$0.00	\$0.00
Tax:			\$0.00
Total Due:			\$3,600.00

Technician Comments: Installed 2 1354 2.5 CU FT carbon filters. Backwashed and fast rinsed both units.

Accepted by:

Thank you for your business

I hereby acknowledge the satisfactory completion of the above described work.

*Paid in full*

*Thank you  
Bill & Rod*

**TOWN OF STRATHAM** 10 BUNKER HILL AVE., STRATHAM, N.H. 03885

General Fund Checking

<u>INVOICE NO.</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>DISCOUNT</u>	<u>NET AMT.</u>
		96.47		96.47

DATE  
7/14/2020

CHECK NUMBER  
0024041

CHECK AMOUNT  
**96.47**

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**TOWN OF STRATHAM**  
10 BUNKER HILL AVE.  
STRATHAM, N.H. 03885  
General Fund Checking



**Citizens Bank**  
MANCHESTER, N.H.

54-153  
114

CHECK NO.  
0024041

\*\*\*Ninety Six and 47/100 Dollars\*\*\*

PAY  
TO  
THE  
ORDER  
OF  
DesRoches, Michael & Margaret

DATE  
7/14/2020

AMOUNT  
\*\*\*\*\*96.47

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈002404⑈ ⑈011401533⑈ 3300356980⑈



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Robert R. Scott, Commissioner**

EMAIL ONLY

July 21, 2020

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

**Subject:**      **Stratham** – Stratham Fire Department, 4 Winnicutt Road  
DES Site #199507007, Project #39022

**Focused Site Investigation Report, Stratham Fire Department, 4 Winnicutt Road, Stratham New Hampshire**, prepared by Wilcox & Barton, Inc., dated February 24, 2020

Dear Mr. Houghton:

The New Hampshire Department of Environmental Services (NHDES) has reviewed the above-referenced submittal prepared on behalf of the Town of Stratham by Wilcox & Barton, Inc. (WBI) for the Stratham Fire Department (Site) located at the 4 Winnicutt Road in Stratham. The report documents the focused site investigation (FSI) work completed to evaluate the presence of per- and polyfluoroalkyl substances (PFAS) in groundwater, as requested by NHDES in a letter dated April 26, 2019.

WBI attributes the source of PFAS in groundwater (and soil) to past use of Class B firefighting foam at the site. According to the report, the fire department switched in 2000 from a foam product that contained PFAS to a product that is 'fluorine free' and wash water for fire apparatus/equipment is contained in underground tanks for offsite disposal at the new fire station building. No specific release area has been identified at the site, though two cross gradient monitoring wells (MW-102 and MW-105) on either side of the site both contain elevated PFAS, indicating overburden groundwater contamination extends cross-gradient from the north to the south side of the present and past fire station buildings. PFAS detected in onsite monitoring wells are consistent with a historic release of Class B firefighting foam and, based on the information presented, there does not appear to be an on-going release related to current use of foam at the site.

Properties in the area surrounding the site use wells for their water supply. According to WBI, 50 samples collected from 48 water supply wells were analyzed for PFAS. PFAS were detected in all of the samples, and groundwater samples from 27 wells have elevated PFAS concentrations that warrant additional confirmation sampling and potential future treatment.

Based on a review of the information submitted to date, additional site investigation work does not appear warranted at this time; however, NHDES strongly encourages confirmation sampling be conducted prior to remedy implementation. NHDES requests submission of a Remedial Action Plan (RAP) for implementation of a presumptive remedy to address impacted water supply wells. NHDES' expectation, unless you indicate otherwise, is that Point-of-Entry (POE) treatment

[www.des.nh.gov](http://www.des.nh.gov)

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-2908    Fax: (603) 271-2181    TDD Access: Relay NH 1-800-735-2964



systems will be installed at impacted properties to mitigate groundwater contamination above the applicable standards. The RAP should include general details of the proposed POEs for the water supply wells. In addition, a Groundwater Management Permit (GMP) Application should be submitted as part of the RAP that provides for performance monitoring of treated water supply wells combined with the monitoring of contaminant trends and compliance with the Ambient Groundwater Quality Standards (AGQS).

NHDES appreciates the Town's efforts to conduct this investigation and provide bottled water to affected well users. Should you have any questions about the focused site investigation discussed herein, please do not hesitate to contact me directly at NHDES' Waste Management Division. Please provide NHDES with a schedule for submission of the RAP as soon as it is available.

Sincerely,



Jeffrey M. Marts, P.G.  
Senior Hydrogeologist  
Hazardous Waste Remediation Bureau  
Tel: (603) 271-6573  
Fax: (603) 271-2181  
Email: [Jeffrey.Marts@des.nh.gov](mailto:Jeffrey.Marts@des.nh.gov)

cc: Amy Doherty, P.G., State Sites Supervisor, HWRB  
Chelsea Hensley, Wilcox & Barton, Inc.  
David Moore, Town Administrator, Town of Stratham  
Matt Larrabee, Fire Chief, Town of Stratham  
Attention Health Officer, Town of Stratham

## David Moore

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**From:** David Moore  
**Sent:** Thursday, July 30, 2020 4:19 PM  
**To:** Michael Houghton (mike@dowlingcorp.com); 'Joe lovejoy'; Allison Knab (allisonmknab@yahoo.com)  
**Cc:** Tavis Austin  
**Subject:** Next Steps Gateway  
**Attachments:** 2020.08.03\_GWdist\_nextoptions\_plan\_SB Memo.pdf

Dear Select Board,

Following-up on your meeting from July 20<sup>th</sup>, Tavis Austin and I discussed further options for advancing toward a revised zoning ordinance responsive to the Town's apparent interest in implementing the Gateway zoning (as reflected in the Town Meeting vote on TIF). The Board discuss moving quickly to ensure a zoning option response by the 2021 March ballot. The Board also recognized that change may take place in phases (ie. Low hanging changes voted on March 2021, further refinement the following year). As you know, the Planning Board is responsible for deliberating and recommend zoning changes in accordance with the Master Plan and Tavis has worked with the Chair to ensure discussion on this issue on August 5<sup>th</sup>.

I have attached a memo from Tavis which has been updated to reflect more specificity about the potential process options for moving forward. Your deliberation on this at your meeting on August 3<sup>rd</sup>, will help staff further prepare for the Planning Board meeting on August 5<sup>th</sup>. Unfortunately, due to a schedule vacation, Tavis will not be able to join us on August 3<sup>rd</sup>. He will be back in time for August 5<sup>th</sup>.

I want to highlight some evolution on the thinking Tavis and I have had which is reflected in his memo. One option for moving forward is for the Planning Board itself (as opposed to a separate committee, subcommittee or task force) to sponsor community conversation on this issue and prepare for the 2021 ballot with a zoning amendment approach. In the memo Tavis shares the thinking that with the time frame, that the PB is the "task force" best able to respond quickly. The PB itself could sponsor some focused outreach which is in line with some of your thinking to date, (an outreach session with focused invites to Town Meeting commenters [see list below]; a focus group with architects, engineers, lawyers(?) most familiar with how the zoning has worked; one just for owners(?)). These conversations could be focus group discussion held in open public meeting to which all members for the public would be invited. I think they could safely be held in Room A.

Perhaps out of these discussions and forums, those most prepared to contribute constructively to the way forward would rise to be good candidates for a subcommittee with a longer fuse to inform the later 2022 zoning effort.

I hope this is helpful.

David M.

People who spoke against the TIF District

Name	Address
Wayne Scales	21 Rollins Farm Rd
John Scheel	154 Portsmouth Ave.
Lester Cuff	50 Stratham Heights Rd
Greg Pruitt	Portsmouth Ave



John Demopoulos	2 Morning Star Drive
Ben Zaines	23 Doe Run Lane
Paul Reppucci	73 Willowbrook Dr
Pat Abrami	Tall Pines Dr
Heidi Hanson	11 Strawberry Lane

People who spoke for the TIF District

<b>Name</b>	<b>Address</b>
Lucy Cushman	159 Winnicutt Rd
Nancy Hunter	2 Brown Ave.
Bruce Scamman	
Nate Merrill	College Rd
Judy Merrill	73R College Rd
Melissa Currier	53 Depot Rd
Kyle Blume	61 Stratham Heights Rd
Dave Canada (representing the Heritage Commission)	Bunker Hill Ave.
Robert Roseen	9 Greta's Way
Sophie Robinson Saltonstall	61 Stratham Heights Rd

David Moore  
Town Administrator

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*Please visit <https://www.strathamnh.gov/subscribe> or simply reply to this e-mail asking to be added to our list!*

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

(603) 772-7391 ext. 181

[www.StrathamNH.gov](http://www.StrathamNH.gov)



## TOWN OF STRATHAM

*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

Fax (All Offices) 603-775-0517

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August 03, 2020

TO: Select Board  
David Moore, Town Administrator

FROM: Tavis Austin, AICP, Town Planner

RE: Performance Bond and Easement Acceptance for Treat Farm Road (90 Winnicutt)

Select Board,

This memo is to request the Board's acceptance of a Performance Agreement and related surety for work proposed at Treat Farm Road as approved by the Planning Board November 19, 2019. (*Hardcopy in signature folder*)

Included herewith is a copy of the Performance Agreement, construction pricing, and memo from N. Mears, DPW, director which in combination satisfy the requirements of the regulations in accordance with the Planning Board action.

Staff recommends a motion to accept and execute the submitted Performance Agreement for \$327,457.62 for work at Treat Farm with the understanding that no building permits will be issued prior to submission of the anticipated cash surety and related completion of this instrument per regulation.

Also attached here is an Easement Deed for maintenance and grading related to Treat Farm Road; a requirement of the 11/19/2019 Planning Board action. This easement has been reviewed and accepted by Town Counsel. Acceptance of this easement does not obligate any further action by the Town. Accordingly, staff recommends a motion to accept and execute the submitted Easement Deed (*Hardcopy in signature folder*).

Please let me know if you have any questions.

Thank you.



**TOWN OF STRATHAM**  
**PERFORMANCE AND ESCROW AGREEMENT**

**THIS AGREEMENT** entered into by and between Continuum Realty of Stratham, LLC  
(Company/Individual Name)  
of 250 Goddard Rd, Lewiston, ME 04240 hereinafter referred to as the “**Contractor**”  
(Place of Business)

and the Town of Stratham in the County of Rockingham and the State of New Hampshire, hereinafter referred to as the “**Town**.”

**WHEREAS**, the Contractor is obligated to complete various infrastructure improvements and perform other work to be done and performed in accordance with the subdivision/site plans, road profile plans, and specifications related to a certain final approved subdivision/site plan entitled Robie Farms, Treat Farm Road, Stratham, NH per Planning Board NOD 11/06/2019

Robie Farms, Treat Farm Road, Stratham, NH per Planning Board NOD 11/06/2019

(Description of Approved Plan)

as approved by the Planning Board of the Town of Stratham on November 06, 2019  
(Date of Approval)

and on file with the Town and/or recorded at the Rockingham County Registry of Deeds as Plan Number d-42223, and;  
(Registry Recording Number)

**WHEREAS**, the Contractor desires to provide the Town security in the form of an Escrow Account to ensure the completion of any and all infrastructure improvements in connection with the 60' anticipated Town right-of-way "Treat Farm Road" and all utilities and improvements therein

the 60' anticipated Town right-of-way "Treat Farm Road" and all utilities and improvements therein,

(Description of Improvements Being Bonded)

that remain undone, incomplete, unfinished, or in need of restoration, all pursuant to the previously cited Planning Board approval and in accordance with the Subdivision and/or Site Plan Review Regulations of the Town of Stratham presently in effect, as those plans and specifications may be adjusted or amended by the reasonable judgement or decision of the Town's construction inspector, all hereafter referred to as “Improvements”, and;

**WHEREAS**, the Contractor agrees, inter alia, to perform the obligations and conditions as set forth herein on or before July 15, 2022, and further agrees to indemnify, save,  
(Date of Completion)

and hold harmless the Town against any damages and equitable claims caused by the Contractor's failure to perform under this Agreement, and;

**WHEREAS**, the Town and the Contractor have agreed to an Escrow Account for the sole benefit of the Town in the event the Contractor, for any reason, fails to fully perform its commitments and obligations as set forth herein with the Town, and;

**WHEREAS**, the Contractor has deposited simultaneously with the execution of this Performance and Escrow Agreement in and Escrow Account with and for the benefit of the Town in the sum of Three Hundred Twenty Seven Thousand, Four Hundred Fifty Seven and sixty two cents Dollars \$ 327,457.62 (Total Bond Amount) ).

The Escrow Account shall stand in the name of the Town as security for the Contractor's performance of the work and of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, undertakings, and other lawful consideration hereinafter set forth, the parties agree as follows:

1. That the Town will hold said Escrow Account for the sole benefit of the Town and shall use such funds for the purposes and upon the conditions hereinafter set forth.
2. In the event that the Contractor shall default or fail to complete the Improvements or meet and perform its commitments or obligations set forth herein on or before the date cited above and should the Town desire to use said Escrow Account or other security funds to repair and/or correct deficiencies in said Improvements, the Town will file with the Contractor a written statement stating that the Contractor is in default of its performance obligations hereunder and said funds will be used to correct the stated deficiencies caused by the Contractor.
3. The Town agrees that any payments received by it from such funds shall be expended solely for the purpose of curing any default or defaults of the Contractor of its obligations and commitments as set forth in this Agreement. Such expenditures, as the Town may deem necessary to incur, shall include, but not necessarily be limited to, the reasonable costs of hiring any engineers, contractors, or other consultants, administrative costs of the Town, and/or any legal fees related to this Agreement.
4. The Town agrees to inspect the construction and/or infrastructure Improvements installed by the Contractor, from time to time, upon completion thereof and within a reasonable time after receipt of written request to do so from the Contractor and to advise the Contractor of any deficiencies in the said work. The Town reserves the right and ability to hire any engineers, or other consultants as the

Town deems necessary to inspect the work, and the Contractor agrees to pay all reasonable cost thereof. The Contractor agrees to cure any such cited deficiencies. In the event the Contractor fails to cure any deficiencies cited within thirty (30) days of citation, the Town shall have the right, but not the obligation, to draw against the Escrow Account for the purpose of curing the said deficiency.

5. In the event the Town, in its judgement, finds a deficiency which constitutes an emergency due to the immediate hazard it presents to public health, safety, and/or welfare, the Town may take prompt action as the Town shall deem necessary to cure said deficiency, but shall not have the obligation to do so. The Town shall have the right to draw against the Escrow Account for any and all costs and/or expenses incurred in correcting said deficiency caused by the Contractor.
6. The Contractor shall be entitled to examine all documents, which the Town may have in its possession, relating to the Agreement during regular office hours, and the Town will, at the Contractor's request and expense, furnish copies of any said documents that the Contractor may request.
7. Amounts placed in said Escrow Account shall not be released to the Contractor until the Town's construction inspector certifies to the Select Board that all commitments and obligations of this agreement have been met by the Contractor pursuant to the provision of the Town's Subdivision and/or Site Plan Review Regulations or terms of the stated Planning Board approval.
8. If the Contractor shall complete the improvements and meet its obligations herein prior to the date cited above in a manner satisfactory to the Town or its agents, the amount of Two Hundred Fifty Nine Thousand, One Hundred Fifty Two and eighty five cents **Dollars (\$ 259,152.85 )** or portions thereof shall be released to the Contractor. The remaining minimum amount of Sixty Eight Thousand, Three Hundred Four, seventy seven **Dollars (\$ 68,304.77 )** shall remain in the Escrow Account for a period of one (1) year from the date of completion of the work as a maintenance bond. At the end of the one (1) year period, the Town shall notify the Contractor in writing as to any work required to be performed to correct or fix any deficiencies or undue wear on the Improvements. The Contractor shall have thirty (30) days from that notice in which to correct or fix such deficiencies and upon completion thereof, the maintenance bond shall be released to the Contractor.
9. It is expressly understood by the parties hereto that this Agreement is **not** intended for the benefit of any third party, including but not limited to contractors, subcontractors, or materialmen of the Contractor, and is designed solely to protect the Town from any legal or equitable claim and all costs and expenses, to include but not limited to legal fees and/or experts and consultants, arising from the failure of the Contractor to perform its commitments and obligations hereunder. This Agreement

shall not be assignable by the Contractor to any third party or successor without the written consent of the Select Board.

10. In the event of the death or incapacity of the Contractor and the failure of the Contractor's successor or legal representative to act in compliance with the Contractor's commitments and obligations hereunder, the Town shall have the right, but not the obligation, to draw against such funds for the purpose of performing the Contractor's commitments and obligations as set forth herein.
11. At such time as the Town by its Select Board shall deem appropriate, the Select Board may consider acceptance of the Improvements as a public road, if previously dedicated for that purpose. Upon an affirmative vote of the Select Board, the Contractor shall render a deed in a form acceptable to the Select Board conveying the roadway to the Town. Upon recording of the deed at Rockingham County Registry of Deeds, this Agreement shall terminate and any funds left in the Escrow Account shall be returned to the Contractor.
12. It is expressly understood by the parties hereto that a waiver by the Town of any breach or default by the Contractor of the obligations, terms, and/or conditions of this Agreement shall not be deemed a waiver of any other or future breaches and/or defaults thereof.
13. If any clause of this Agreement be declared invalid or unconstitutional in whole or in part and is for any reason rendered null and void, the remaining clauses shall remain in full force and effect.

Dated this 15th day of July, 2020.

Dolly Ripley  
Witness


**CONTRACTOR;**  
By: Mike Beck  
(Duly Authorized)

\_\_\_\_\_  
Witness to all three

**TOWN OF STRATHAM**  
**By Its Select Board;**  
By: \_\_\_\_\_  
Select Board Member

By: \_\_\_\_\_  
Select Board Member

By: \_\_\_\_\_  
Select Board Member

ASI File #	Date Rec'd	<b>INFRASTRUCTURE PROJECT COST ANALYSIS</b>
		
Ph	at	Customer: <u>CONTINUUM REALTY of STRATHAM.</u> Project: <u>Polae Farm's</u> Address: <u>90 WENRICOTT Rd</u> <u>STRATHAM N.H.</u>  Phone: _____ Builder: _____ Address: _____  Phone: _____
WV		

DESCRIPTION:		TOTAL:	DESCRIPTION:		TOTAL:
1	MOBILIZATION	21,825.00	22	SIGNAGE	
2	SUPERVISION		23	LOAM/SEED	51,951.00
3	SITE PREPARATION			hydroseed	
	erosion control	15,450.00		plantings	
4	CLEAR/GRUB	5800.00	24	TEMP FACILITIES	
5	DEMOLITION		25	DUST CONTROL	
6	STRIP LOAM/STOCKPILE	11,580.00	26	DEWATERING	
7	CUTS/FILLS	79,880.00	27	OTHER	
8	DRAINAGE SYSTEM		28	LEDGE	
	materials & labor 4 Ponds	137,514.00		blasting	
	rip-rap			tailings removal	
	swales			crushing	
	underdrains 16.00 ft 110	needed		equipment	
	retaining walls		29	OFF SITE IMPROVEMENTS	
	retention areas			Free Cistern	120,965.00
	detention areas		30	OTHER	
9	SEWER				
	materials & labor		31	SOFT COSTS	
	city			environmental	
	private			engineering	
10	WATER SYSTEM			fees	
	materials & labor			permits	
	town connection			bond	
	private			legal	
	cistern			as builts	
11	UTILITIES			town inspections	
	electric	37,000.00		bank fees	
	gas			atty. general	
	other			transfer fax	
12	BASE GRAVELS			land use taxes	
13	BANK RUN GRAVELS	45,310.00		misc	
14	FINISH CRUSH GRAVELS	20,640.00	32	MISC. CONTINGENCIES	
15	PAVING BINDER	46,150.00			
16	CURBING				
17	SIDEWALKS				
18	FINISH PAVING	29,600.00			
19	GUARD RAILS				
20	SITE LIGHTING				
21	BOUNDS				
	Shoulder Gravel	3600.00		TOTAL Project COST	627,265.00
				TOTAL PROJECT COSTS	\$0.00



## TOWN OF STRATHAM

*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

Fax (All Offices) 603-775-0517

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TO: Tavis Austin; Town Planner

CC: Select Board  
David Moore; Town Administrator  
Planning Board  
Mike Black; Continuum Development

FROM: Nate Mears; Director of Public Works Department

RE: Performance Bond Reductions – Robie Farm Subdivision

Date: July 23, 2020

Dear Mr. Austin,

Upon inspection of completed site work within the right of way of Robie Farm Subdivision I conclude with the following bond reductions. The total surety bond to be secured is \$327,457.62 relative to work not completed to date.

Outstanding Construction Costs	\$259,152.85
10% Contingency for the Total Project Cost	\$68,304.77
Total Surety Bond	\$327,457.62

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For reference an itemized surety worksheet is attached.

My Best,

Nate Mears



**Town of Stratham, New Hampshire**  
**Project Surety Schedule & Performance Guarantee**



**PROJECT NAME & ADDRESS:** Robie Farms, Treat Farm Road, Stratham, NH 03885

**DATE:** July 22, 2020

**MAP & LOT:** Map 14, Lot 54

Description	Quantity	Unit	2020 Unit Price	Total
<b>Site Preparation</b>				
Clearing & Grubbing	1.00	AC	\$5,800.00	\$ 5,800.00
Removal of Pipe Lines ≤ 24"		LF	\$14.00	\$ -
Removal of Pipe Lines > 24"		LF	\$18.00	\$ -
Common Excavation	827.00	CY	\$14.00	\$ 11,578.00
Unsuitable Excavation	2,218.00	CY	\$36.00	\$ 79,848.00
Ledge Excavation		CY	\$85.00	\$ -
Saw Cut Pavement		LF	\$2.60	\$ -
<b>Roads</b>				
Granular/Common Fill/Bank Run Gravel Fill	2,517.00	CY	\$18.00	\$ 45,306.00
Gravel Backfill (304.2)		CY	\$30.00	\$ -
Crushed Gravel (304.3)	625.00	CY	\$33.00	\$ 20,625.00
Crushed Stone - Fine Gradation (304.4)		CY	\$38.00	\$ -
Crushed Stone - Coarse Gradation (304.5)		CY	\$31.00	\$ -
Hot Bituminous Pavement - Hand Method		TON	\$140.00	\$ -
Hot Bituminous Pavement - Machine Method - Binder	592.00	TON	\$78.00	\$ 46,176.00
Hot Bituminous Pavement - Machine Method - Wearing Course	348.00	TON	\$85.00	\$ 29,580.00
Pavement Prep for Top Coat if placed over 1 yr after Base Coat		SY	\$1.00	\$ -
Cold Plane		SY	\$2.80	\$ -
Reclaim Pavement		SY	\$3.00	\$ -
Fine Grading		SY	\$3.00	\$ -
Concrete Sidewalk 4"		SY	\$58.00	\$ -
Bituminous Sidewalk 3"		SY	\$42.00	\$ -
Straight Granite Curb		LF	\$34.00	\$ -
Curved Granite Curb		LF	\$42.00	\$ -
Reset Granite Curb		LF	\$21.00	\$ -
Bituminous Curb, Type B 6" Reveal		LF	\$12.00	\$ -
Traffic Sign with Post	1.00	EA	\$320.00	\$ 320.00
Lightpole Base and Fixture		EA	\$9,400.00	\$ -
Cobra Head Light onto Existing Pole		EA	\$1,100.00	\$ -
Conduit <6 "		LF	\$43.00	\$ -
Traffic Loop Detectors		EA	\$680.00	\$ -
Retroreflective Paint Marking - 12" Line (White Stop Bar)	11.00	LF	\$0.70	\$ 7.70
Retroreflective Paint Marking - 4" Line		LF	\$0.50	\$ -
Retroreflective Paint Pavement Marking - Symbol or Word		EA	\$51.00	\$ -
Retroreflective Thermoplastic Pavement Marking - ≤ 12" Line		LF	\$3.20	\$ -
Retroreflective Thermoplastic Pavement Marking - Symbol		EA	\$130.00	\$ -
Obliterate Pavement Marking - ≤12" Line		LF	\$1.00	\$ -
Guardrail (Steel rail and posts)		LF	\$30.00	\$ -
<b>Structural</b>				
Mechanically Stabilized Earth Retaining Wall		SF	\$41.00	\$ -
Retaining Wall - Modular Block		SF	\$50.00	\$ -
<b>Utilities</b>				
Catch Basin with Frame, Grate & Hood		EA	\$4,000.00	\$ -
Special Catch Basins (i.e. Retention Pond Outlet, Tree Box Filters)	1.00	EA	\$5,600.00	\$ 5,600.00
Box Culvert ≤ 36' x 60'		LF	\$410.00	\$ -

Description	Quantity	Unit	2020 Unit Price	Total
Box Culvert ≥ 36' x 60'		LF	\$660.00	\$ -
Drop Inlet		EA	\$2,800.00	\$ -
MH - 4'		EA	\$3,000.00	\$ -
MH - 5'		EA	\$3,400.00	\$ -
MH - 6'		EA	\$5,200.00	\$ -
MH - 8'		EA	\$8,200.00	\$ -
Remove and Reset CB, DI Grate and Frame		EA	\$500.00	\$ -
Reconstruct / Adjust Drainage Manholes		EA	\$1,000.00	\$ -
Outlet/Inlet Control Structure	2.00	EA	\$6,100.00	\$ 12,200.00
Riprap	17.00	CY	\$53.00	\$ 901.00
Perf Underdrain ≤ 6"		LF	\$42.00	\$ -
Perf Underdrain > 6"		LF	\$52.00	\$ -
12" RC Pipe - Class III		LF	\$63.00	\$ -
15" RC Pipe - Class IV		LF	\$78.00	\$ -
18" RC Pipe - Class IV		LF	\$82.00	\$ -
24" RC Pipe - Class IV		LF	\$90.00	\$ -
30" RC Pipe - Class IV		LF	\$100.00	\$ -
36" RC Pipe - Class IV		LF	\$120.00	\$ -
48" RC Pipe - Class V		LF	\$160.00	\$ -
12" RCP - End Sections		EA	\$660.00	\$ -
15" RCP - End Sections		EA	\$710.00	\$ -
18" RCP - End Sections		EA	\$750.00	\$ -
24" RCP - End Sections		EA	\$900.00	\$ -
30" RCP - End Sections		EA	\$1,100.00	\$ -
36" RCP - End Sections		EA	\$1,400.00	\$ -
48" RCP - End Sections		EA	\$1,700.00	\$ -
12" Plastic Corrugated/Smooth Pipe	230.00	LF	\$54.00	\$ 12,420.00
15" Plastic Corrugated/Smooth Pipe	84.00	LF	\$64.00	\$ 5,376.00
18" Plastic Corrugated/Smooth Pipe		LF	\$72.00	\$ -
24" Plastic Corrugated/Smooth Pipe		LF	\$72.00	\$ -
30" Plastic Corrugated/Smooth Pipe		LF	\$80.00	\$ -
36" Plastic Corrugated/Smooth Pipe		LF	\$100.00	\$ -
12" Flared End Sections	2.00	EA	\$240.00	\$ 480.00
15" Flared End Sections		EA	\$250.00	\$ -
18" Flared End Sections		EA	\$280.00	\$ -
24" Flared End Sections		EA	\$380.00	\$ -
30" Flared End Sections		EA	\$460.00	\$ -
36" Flared End Sections		EA	\$610.00	\$ -
PVC Gravity Main ≤ 8"		LF	\$65.00	\$ -
PVC Gravity Main > 8"		LF	\$90.00	\$ -
PVC Service Pipe and Fittings		LF	\$74.00	\$ -
PVC Forcemain Pipe ≤ 3"		LF	\$30.00	\$ -
PVC Forcemain Pipe > 3"		LF	\$51.00	\$ -
Reconstruct / Adjust Sewer Manholes		EA	\$1,000.00	\$ -
Manhole Covers and Frames (Drainage and Sewer)		EA	\$1,100.00	\$ -
6" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$84.00	\$ -
8" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$96.00	\$ -
12" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$120.00	\$ -
20" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$140.00	\$ -
3/4" Copper/HDPE Water Pipe		LF	\$65.00	\$ -
1" Copper/HDPE Water Pipe		LF	\$75.00	\$ -
2" Copper/HDPE Water Pipe		LF	\$85.00	\$ -
Curb Stop		EA	\$350.00	\$ -

Description	Quantity	Unit	2020 Unit Price	Total
Fittings		EA	\$650.00	\$ -
6" Gate Valve		EA	\$1,400.00	\$ -
8" Gate Valve		EA	\$1,900.00	\$ -
12" Gate Valve		EA	\$3,500.00	\$ -
Chlorine Injection Tap		EA	\$900.00	\$ -
Hydrant		EA	\$5,500.00	\$ -
Cistern - Fire Suppression Installed	1.00	EA	\$120,965.00	\$ 120,965.00
Drilled Wells		LF	\$25.00	\$ -
Electrical Transformers/Cabinets with Pads	6.00	EA	\$3,100.00	\$ 18,600.00
Subdivision Electrification	1,200.00	LF	\$21.00	\$ 25,200.00
<b>Site Stabilization/Landscaping</b>				
Silt Fence (or equal)	3,029.00	LF	\$5.10	\$ 15,447.90
Intet Protection		EA	\$110.00	\$ -
Storm Water Pollution Prevention Plan (SWPPP)		EA	\$4,500.00	\$ -
Monitor SWPPP		HR	\$90.00	\$ -
Temporary Safety Fence/Snow Fence/Construction Limits		LF	\$4.00	\$ -
Chain Link/Stockade Fence - 5'		LF	\$50.00	\$ -
New Trees - Deciduous - General		EA	\$450.00	\$ -
New Trees - Evergreen Cedar		EA	\$450.00	\$ -
Shrubs - Large		EA	\$150.00	\$ -
Shrubs - Small		EA	\$60.00	\$ -
Retention Pond, Rain Garden or Gravel Wetland	12,500.00	SF	\$11.00	\$ 137,500.00
Loam and Seed	6,493.88	SY	\$8.00	\$ 51,951.04
Sod		SY	\$8.20	\$ -
Mulch		CY	\$40.00	\$ -
Hay Bales - Temporary Erosion Control		LF	\$11.00	\$ -
Swale and Ditch Line Clearance of Vegetation (light)		LF	\$2.10	\$ -
Swale and Ditch Line Clearance of Vegetation (heavy)		LF	\$4.10	\$ -
<b>Quality Control</b>				
Physical Testing Laboratory Services		AC	\$2,800.00	\$ -
Officers - 4 hr min		HR	\$82.50	\$ -
Flagger		HR	\$35.00	\$ -
<b>Project Documentation</b>				
As-Built Drawing (\$2,000 min total)	0	AC	\$1,600.00	\$ -
Staking/Monumentation/Record Drawings Prep (\$1,000 min total)	29	EA	\$160.00	\$ 4,640.00
<b>Site Maintenance</b>				
Site Clean Up (Removal of Construction Materials/Debris)		AC	\$6,100.00	\$ -
Clean out Catch Basins (Vac-Truck)		EA	\$61.00	\$ -
Dumpster (20 CY - 4 Ton)		WK	\$550.00	\$ -
<b>Demolition</b>				
Specialized or Site Specific Demolition (\$1,100 min)		LS	\$1,100.00	\$ -
<b>Specialty Requirements per N.O.D.</b>				
TBD				
<b>Mobilization/Demobilization</b>		5% of total		\$ 32,526.08

	\$ 683,047.72
10% Contingency	\$ 68,304.77
Performance Guarantee (10% of total cost including 10% contingency)	\$ 75,135.25
Surety = 110% of the Uncompleted Work	\$ 751,352.49

**Notes:**

1. This estimate may not be fully comprehensive and does not relieve the contractor or developer from obligations necessary to complete work as approved.
2. Unit cost of pipes include cost of bedding materials
3. Prices related to asphalt are volatile. Prices may need to be routinely updated.

**Town of Stratham, New Hampshire**  
**Project Surety Schedule & Performance Guarantee**



**PROJECT NAME & ADDRESS:** Robie Farms, Treat Farm Road, Stratham, NH 03885

**DATE:** July 23, 2020

**MAP & LOT:** Map 14, Lot 54

Description	Quantity	Unit	2020 Unit Price	Minus Completed	Total
<b>Site Preparation</b>					
Clearing & Grubbing	1.00	AC	\$5,800.00	\$5,800.00	\$0.00
Removal of Pipe Lines ≤ 24"		LF	\$14.00		\$ -
Removal of Pipe Lines > 24"		LF	\$18.00		\$ -
Common Excavation	827.00	CY	\$14.00	\$5,210.00	\$ 6,368.00
Unsuitable Excavation	2,218.00	CY	\$36.00	\$79,848.00	\$ -
Ledge Excavation		CY	\$85.00		\$ -
Saw Cut Pavement		LF	\$2.60		\$ -
<b>Roads</b>					
Granular/Common Fill/Bank Run Gravel Fill	2,517.00	CY	\$18.00	\$36,244.00	\$ 9,062.00
Gravel Backfill (304.2)		CY	\$30.00		\$ -
Crushed Gravel (304.3)	625.00	CY	\$33.00		\$ 20,625.00
Crushed Stone - Fine Gradation (304.4)		CY	\$38.00		\$ -
Crushed Stone - Coarse Gradation (304.5)		CY	\$31.00		\$ -
Hot Bituminous Pavement - Hand Method		TON	\$140.00		\$ -
Hot Bituminous Pavement - Machine Method - Binder	592.00	TON	\$78.00		\$ 46,176.00
Hot Bituminous Pavement - Machine Method - Wearing Course	348.00	TON	\$85.00		\$ 29,580.00
Pavement Prep for Top Coat if placed over 1 yr after Base Coat		SY	\$1.00		\$ -
Cold Plane		SY	\$2.80		\$ -
Reclaim Pavement		SY	\$3.00		\$ -
Fine Grading		SY	\$3.00		\$ -
Concrete Sidewalk 4"		SY	\$58.00		\$ -
Bituminous Sidewalk 3"		SY	\$42.00		\$ -
Straight Granite Curb		LF	\$34.00		\$ -
Curved Granite Curb		LF	\$42.00		\$ -
Reset Granite Curb		LF	\$21.00		\$ -
Bituminous Curb, Type B 6" Reveal		LF	\$12.00		\$ -
Traffic Sign with Post	1.00	EA	\$320.00		\$ 320.00
Lightpole Base and Fixture		EA	\$9,400.00		\$ -
Cobra Head Light onto Existing Pole		EA	\$1,100.00		\$ -
Conduit <6"		LF	\$43.00		\$ -
Traffic Loop Detectors		EA	\$680.00		\$ -
Retroflective Paint Marking - 12" Line (White Stop Bar)	11.00	LF	\$0.70		\$ 7.70
Retroflective Paint Marking - 4" Line		LF	\$0.50		\$ -
Retroflective Paint Pavement Marking - Symbol or Word		EA	\$51.00		\$ -
Retroflective Thermoplastic Pavement Marking - ≤ 12" Line		LF	\$3.20		\$ -
Retroflective Thermoplastic Pavement Marking - Symbol		EA	\$130.00		\$ -
Obiterate Pavement Marking - ≤12" Line		LF	\$1.00		\$ -
Guardrail (Steel rail and posts)		LF	\$30.00		\$ -
<b>Structural</b>					
Mechanically Stabilized Earth Retaining Wall		SF	\$41.00		\$ -
Retaining Wall - Modular Block		SF	\$50.00		\$ -
<b>Utilities</b>					
Catch Basin with Frame, Grate & Hood		EA	\$4,000.00		\$ -
Special Catch Basins (i.e. Retention Pond Outlet, Tree Box Filters)	1.00	EA	\$5,600.00	\$4,200.00	\$ 1,400.00
Box Culvert ≤ 36' x 60'		LF	\$410.00		\$ -
Box Culvert ≥ 36' x 60'		LF	\$660.00		\$ -
Drop Inlet		EA	\$2,800.00		\$ -
MH - 4'		EA	\$3,000.00		\$ -
MH - 5'		EA	\$3,400.00		\$ -
MH - 6'		EA	\$5,200.00		\$ -
MH - 8'		EA	\$8,200.00		\$ -
Remove and Reset CB, DI Grate and Frame		EA	\$500.00		\$ -
Reconstruct / Adjust Drainage Manholes		EA	\$1,000.00		\$ -
Outlet/Inlet Control Structure	2.00	EA	\$6,100.00	\$12,200.00	\$ -
Riprap	17.00	CY	\$53.00	\$540.00	\$ 361.00
Perf Underdrain ≤ 6"		LF	\$42.00		\$ -
Perf Underdrain > 6"		LF	\$52.00		\$ -
12" RC Pipe - Class III		LF	\$63.00		\$ -
15" RC Pipe - Class IV		LF	\$78.00		\$ -



Description	Quantity	Unit	2020 Unit Price	Minus Completed	Total
18" RC Pipe - Class IV		LF	\$82.00		\$ -
24" RC Pipe - Class IV		LF	\$90.00		\$ -
30" RC Pipe - Class IV		LF	\$100.00		\$ -
36" RC Pipe - Class IV		LF	\$120.00		\$ -
48" RC Pipe - Class V		LF	\$160.00		\$ -
12" RCP - End Sections		EA	\$660.00		\$ -
15" RCP - End Sections		EA	\$710.00		\$ -
18" RCP - End Sections		EA	\$750.00		\$ -
24" RCP - End Sections		EA	\$900.00		\$ -
30" RCP - End Sections		EA	\$1,100.00		\$ -
36" RCP - End Sections		EA	\$1,400.00		\$ -
48" RCP - End Sections		EA	\$1,700.00		\$ -
12" Plastic Corrugated/Smooth Pipe	230.00	LF	\$54.00	\$12,420.00	\$ -
15" Plastic Corrugated/Smooth Pipe	84.00	LF	\$64.00	\$5,376.00	\$ -
18" Plastic Corrugated/Smooth Pipe		LF	\$72.00		\$ -
24" Plastic Corrugated/Smooth Pipe		LF	\$72.00		\$ -
30" Plastic Corrugated/Smooth Pipe		LF	\$80.00		\$ -
36" Plastic Corrugated/Smooth Pipe		LF	\$100.00		\$ -
12" Flared End Sections	2.00	EA	\$240.00	\$480.00	\$ -
15" Flared End Sections		EA	\$250.00		\$ -
18" Flared End Sections		EA	\$280.00		\$ -
24" Flared End Sections		EA	\$380.00		\$ -
30" Flared End Sections		EA	\$480.00		\$ -
36" Flared End Sections		EA	\$610.00		\$ -
PVC Gravity Main ≤ 8"		LF	\$65.00		\$ -
PVC Gravity Main > 8"		LF	\$90.00		\$ -
PVC Service Pipe and Fittings		LF	\$74.00		\$ -
PVC Forcemain Pipe ≤ 3"		LF	\$30.00		\$ -
PVC Forcemain Pipe > 3"		LF	\$51.00		\$ -
Reconstruct / Adjust Sewer Manholes		EA	\$1,000.00		\$ -
Manhole Covers and Frames (Drainage and Sewer)		EA	\$1,100.00		\$ -
6" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$84.00		\$ -
8" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$96.00		\$ -
12" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$120.00		\$ -
20" Cement Lined Ductile Iron Water Pipe CL 52		LF	\$140.00		\$ -
3/4" Copper/HDPE Water Pipe		LF	\$65.00		\$ -
1" Copper/HDPE Water Pipe		LF	\$75.00		\$ -
2" Copper/HDPE Water Pipe		LF	\$85.00		\$ -
Curb Stop		EA	\$350.00		\$ -
Fittings		EA	\$650.00		\$ -
6" Gate Valve		EA	\$1,400.00		\$ -
8" Gate Valve		EA	\$1,900.00		\$ -
12" Gate Valve		EA	\$3,500.00		\$ -
Chlorine Injection Tap		EA	\$900.00		\$ -
Hydrant		EA	\$5,500.00		\$ -
Cistern - Fire Suppression Installed	1.00	EA	\$120,965.00	\$108,868.50	\$ 12,096.50
Drilled Wells		LF	\$25.00		\$ -
Electrical Transformers/Cabinets with Pads	6.00	EA	\$3,100.00	\$13,950.00	\$ 4,650.00
Subdivision Electrification	1,200.00	LF	\$21.00		\$ 25,200.00
<b>Site Stabilization/Landscaping</b>					
Silt Fence (or equal)	3,029.00	LF	\$5.10	\$15,447.90	\$ -
Intet Protection		EA	\$110.00		\$ -
Storm Water Pollution Prevention Plan (SWPPP)		EA	\$4,500.00		\$ -
Monitor SWPPP		HR	\$90.00		\$ -
Temporary Safety Fence/Snow Fence/Construction Limits		LF	\$4.00		\$ -
Chain Link/Stockade Fence - 5'		LF	\$50.00		\$ -
New Trees - Deciduous - General		EA	\$450.00		\$ -
New Trees - Evergreen Cedar		EA	\$450.00		\$ -
Shrubs - Large		EA	\$150.00		\$ -
Shrubs - Small		EA	\$60.00		\$ -
Retention Pond, Rain Garden or Gravel Wetland	12,500.00	SF	\$11.00	\$103,125.00	\$ 34,375.00
Loam and Seed	6,493.88	SY	\$8.00		\$ 51,951.04
Sod		SY	\$8.20		\$ -
Mulch		CY	\$40.00		\$ -
Hay Bales - Temporary Erosion Control		LF	\$11.00		\$ -
Swale and Ditch Line Clearance of Vegetation (light)		LF	\$2.10		\$ -
Swale and Ditch Line Clearance of Vegetation (heavy)		LF	\$4.10		\$ -

Description	Quantity	Unit	2020 Unit Price	Minus Completed	Total
<b>Quality Control</b>					
Physical Testing Laboratory Services		AC	\$2,800.00		\$ -
Officers - 4 hr min		HR	\$82.50		\$ -
Flagger		HR	\$35.00		\$ -
<b>Project Documentation</b>					
As-Built Drawing (\$2,000 min total)	0	AC	\$1,600.00		\$ -
Staking/Monumentation/Record Drawings Prep (\$1,000 min total)	29	EA	\$160.00		\$ 4,640.00
<b>Site Maintenance</b>					
Site Clean Up (Removal of Construction Materials/Debris)		AC	\$6,100.00		\$ -
Clean out Catch Basins (Vac-Truck)		EA	\$61.00		\$ -
Dumpster (20 CY - 4 Ton)		WK	\$550.00		\$ -
<b>Demolition</b>					
Specialized or Site Specific Demolition (\$1,100 min)		LS	\$1,100.00		\$ -
<b>Specialty Requirements per N.O.D.</b>					
TBD					
<b>Mobilization/Demobilization</b>		5% of total			\$ 12,340.61
					\$ 259,152.85
					\$ 25,915.29
Performance Guarantee (10% of total cost including 10% contingency)					\$ 28,506.81
Surety = 110% of the Uncompleted Work					\$ 285,068.14

**Notes:**

1. This estimate may not be fully comprehensive and does not relieve the contractor or developer from obligations necessary to complete work as approved.
2. Unit cost of pipes include cost of bedding materials
3. Prices related to asphalt are volatile. Prices may need to be routinely updated.



**TOWN OF  
STRATHAM**

*Incorporated 1716*

10 Bunker Hill Avenue Stratham, NH 03885

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Selectmen's Office/Administration/Assessing 603-772-7391

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

Fax (All Offices) 603-775-0517

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**Planning Board  
NOTICE OF DECISION**

**Petition of:** Wayne Morrill, Jones & Beach Engineers, Inc.

**Project Name:** **Subdivision and Conditional Use Permit.** *Robie Farms*, represented by Wayne Morrill, Jones & Beach Engineers, Inc., requesting a Subdivision and Site Plan Review & Conditional Use Permits for an Open Space Cluster Subdivision at 90R & 92 Winnicutt Rd., Stratham, NH 03885, Tax Map 14 Lots 53&54.

**Premises Affected:** 90R & 92 Winnicutt Rd., Stratham, NH 03885, Tax Map 14 Lots 53&54

**So as to permit:** *Open Space Cluster Subdivision*, with Town Road (Treat Farm Road) at 90R & 92 Winnicutt Rd., Stratham, NH 03885, Tax Map 14 Lots 53&54.

The Stratham Planning Board, at its meeting of November 06, 2019 and after a public hearing, completed its consideration of the application for the Subdivision, Site Plan and Conditional Use Permits. *Robie Farms*, represented by Wayne Morrill, Jones & Beach Engineers, Inc., requested a Subdivision and Site Plan Review & Conditional Use Permits for an Open Space Cluster Subdivision at 90R Winnicutt Rd., Stratham, NH 03885, Tax Map 14 Lots 53&54.

The Board based its decision on plans, supporting oral and written information, and records provided by the Applicant, professional staff, consultants for both the Applicant and the Board, and abutters, as reflected in the minutes on file at the Stratham Town Hall. This information shall be incorporated into the decision by reference.

As a result of such consideration, at its meeting of November 06, 2019, the Planning Board found that the application for Subdivision and Conditional Use Permit was complete and in Substantial Compliance with the Stratham Zoning Ordinance and Subdivision Regulations. The Planning Board voted unanimously in favor to approve the requested Open Space Cluster Subdivision based on the information received by the Board as of November 06, 2019 as conditioned by the stated conditions attached and incorporated hereto.

On November 06, 2019, Robert Roseen made a motion to approve the Subdivision, Site Plan, and Conditional Use Permits, for *Robie Farms*, of Wayne Morrill, Jones & Beach Engineers, Inc., for Subdivision, Site Plan Review, & Conditional Use Permits for an Open Space Cluster Subdivision at 90R Winnicutt Rd., Stratham, NH 03885, Tax Map 14 Lots 53&54 as received and reviewed by the Planning Board November 06, 2019 subject to the following Conditions of Approval as specified by the Board:

**Conditions precedent:**

1. Applicant shall obtain all necessary State permits, including but not limited to
  - a. AOT Alteration of Terrain
  - b. NHDES State Subdivision
  - c. NHDOT Driveway permit
2. Applicant shall coordinate with Stratham DPW on location and installation of 4 gravel parking stalls designed to provide public trail-user parking
3. Applicant shall verify cistern location in cul-de-sac appropriately located to not obstruct through-traffic upon roadway extension; DPW and Fire to verify.
4. Applicant shall include fill slope easements at western terminus of Treat Farm Road to enable future construction of roadway.
5. Applicant shall create a potable water well phasing plan will be added to plan set, particularly for those lots where well located at rear of the lot in a manner that lot fill would make well location inaccessible for drilling;
6. Applicant to include "40% voids" for crushed stone language in gravel wetland detail.

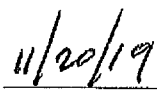
**Conditions Subsequent:**

1. Full compliance with Subdivision and Site Plan Regulations unless otherwise stipulated in the approval.

The motion was seconded by Colin Lavery. The final vote was unanimous.

During the review process, the Applicant and its professional consultants submitted various revisions to the plans along with various supplemental memoranda and correspondence in response to requests by the Planning Board and the Planning Department that reviewed the project. All of these plans, reports and correspondence, and meeting minutes are contained in the Planning Department's files and are hereby incorporated by reference into the public record for this public hearing.

  
\_\_\_\_\_  
Planning Board Chair

  
\_\_\_\_\_  
Date



Re: Town Drainage and Grading easements

## **EASEMENT DEED**

KNOW ALL MEN BY THESE PRESENTS:

That, **Continuum Realty of Stratham, LLC**, a New Hampshire limited liability company, with an address of 250 Goddard Road, Lewiston, Main (the “**Grantor**”),

for consideration paid,

grants to **Town of Stratham**, a New Hampshire municipal corporation, with an address of 10 Bunker Hill Avenue, Stratham, NH 03885 (the “**Grantee**”),

with WARRANTY COVENANTS,

Easements located on certain parcels of land located in the Town of Stratham, County of Rockingham and State of New Hampshire all as shown on a plan entitled, “Subdivision Easement Plan, Robie Farms, Treat Farm Road, Stratham, NH 03855 Map 14, Lot 54 – Prepared For: - Continuum Realty of Stratham, LLC”, prepared by Jones & Beach Engineers, Inc., dated July 9, 2019, and last revised on April 29, 2020, and recorded at the Rockingham County Registry of Deeds (the “**Registry**”), Sheet 3 of Plan # D-42223 (the “**Plan**”), and more particularly described as follows:

### **1. Grading Easement**

A Grading Easement consisting of .18 acres located on Lot 54 as shown on the Plan and as described in the Declaration of Covenants, Easements and Restrictions at Robie Farms as set forth in the instrument dated July 24, 2020, recorded at the Registry, Book 6144, Page 1374 (the “**Declaration**”).

### **2. Grading Easement**

A Grading Easement consisting of .18 acres located on a portion of Open Space Lot Map 14, Lot 172 as shown on the Plan and described in the Declaration.

### **3. Grading Easement**

A Grading Easement consisting of .14 acres located on a portion of Map 14, Lot 173 as shown on the Plan and described in the Declaration.

#### 4. Fire Cistern

An easement to locate, construct, access, repair, replace and maintain a fire cistern on .07 acres on a portion of Map 14, Lot 54 as shown on the Plan.

**Purpose.** Each grading easement described above shall provide a perpetual, non-exclusive right to enter upon the such easement area at any time that the Grantee, its successors or assigns, may see fit in order to permit Grantee to create and/or maintain slopes in the easement areas described herein. In addition, each grading easement shall include the perpetual, non-exclusive right to enter upon the such easement area at any time the Grantee, its successors or assigns, may see fit to construct, maintain, or repair natural drainage areas or to construct, maintain, or repair underground pipelines and/or drains, together with the right to excavate and refill ditches and/or trenches for the location of pipelines and/or drains and to generally use the easement area for drainage purposes. The fire cistern easement shall provide the perpetual, non-exclusive right to enter upon such easement area at any time that the Grantee, its successors or assigns, may see fit to construct, use and operate, maintain, repair and replace a fire cistern for fire protection purposes.

**Maintenance.** The Grantee, by accepting each easement described above, agrees that it shall repair and resurface any disruption caused by it to paved areas, returning same to its previous condition, and shall regrade, replant and reseed any disruption caused by it to any other disturbed areas; and that, except in emergency situations, it shall provide the Grantor, its successors and assigns, with prior reasonable notice of any maintenance or repairs to be performed. The Grantee shall be responsible for, at its sole cost and expense, supplying water for the fire cistern.

**Reserved Rights.** The Grantor reserves the right to fully use the easement areas, except for such uses which would materially and adversely affect the Grantee's rights hereunder, including the right to convey easements over, under and through the easement areas and the right to plant, maintain and remove, as necessary, trees and other vegetation in the easement areas.

**Indemnification.** The Grantee shall hold harmless, defend and indemnify the Grantor for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the negligent or willful actions of agents, representatives, employees, contractors or subcontractors undertaken at the direction or authorization of the Grantee within the easement areas granted to Grantee herein. The Grantee, in its sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at its sole cost and expense. The Grantor shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit Grantee to conduct its defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by the Grantor's or Grantor's agent, representative's, employee's, contractor's or subcontractor's negligent, reckless, willful or wanton conduct.

Grantor, and its successors and assigns, shall hold harmless, defend, and indemnify Grantee for all suits, demands claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the negligent or willful actions of agents, representatives, employees, contractors or subcontractors undertaken at the direction or authorization of the Grantor within the easement areas. The Grantor, in its sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at its sole cost and expense.

The Grantee shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit Grantor to conduct its defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by the Grantee or Grantee's agent's, representative's, employee's, contractor's or subcontractor's negligent, reckless, willful or wanton conduct.

**Binding Effect.** The rights, duties and obligations of the Grantor and Grantee are binding upon their respective heirs, executors, administrators, successors and assigns.

The Grantor, and, its successors or assigns, shall not erect or construct any building or other structure or obstruction (including planting of trees, shrubs, or other landscaping) on any of the easement areas described herein.

For title reference see Book 5974, Page 2954 and Book 5970, Page 1343 in the Rockingham County Registry of Deeds.

This is not homestead property.

This is a conveyance to a municipality which is exempt from taxation pursuant to RSA 78-B:2, 1, and is therefore, recorded without payment of real estate transfer tax.

This is a conveyance to a municipality, which is exempt from the LCHIP surcharge pursuant to New Hampshire RSA 478:17-g, II(a).

*[SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Continuum Realty of Stratham, LLC

By: \_\_\_\_\_

Its: Joseph F. Hogan, its Manager

STATE OF MAINE

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned officer, personally appeared the above-named Joseph F. Hogan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as the duly authorized Manager of Continuum Realty of Stratham, LLC for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace

**ACCEPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020 by the **TOWN OF STRATHAM**, Grantee.

\_\_\_\_\_  
Witness to All Select Board Signatures

By:\_\_\_\_\_  
Michael Houghton, Chair

By:\_\_\_\_\_  
Joseph Lovejoy, Vice Chair

By:\_\_\_\_\_  
Allison Knab, Member

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM \_\_\_\_\_, 2020

Personally appeared the above named Michael Houghton, Joseph Lovejoy, and Allison Knab, being all of the members of the Select Board of the Town of Stratham, and acknowledge the foregoing instrument to be their free act and deed and that of said Town.

Before me,

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission Expires:



# TOWN OF STRATHAM

*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

Parks and Recreation 603-772-7450

Fax (All Offices) 603-775-0517

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Date: August 03, 2020

To: Select Board

David Moore, Town Administrator

From: Seth Hickey, Parks and Recreation Director

RE: Field Rentals at Stratham Athletic Facilities

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During the June 1st, 2020 Select Board meeting, the Board decided not rent athletic fields to outside organizations. Given the fluidity of the COVID-19 guidance from the State of New Hampshire, the Department is requesting the Select Board revisit this decision. There are two requests for the fall of 2020 to rent Town of Stratham athletic fields. If the Board does elect to start renting the athletic fields to outside organizations, I am sure more requests will follow.

All organization will be required to contract the lining of the athletic fields, this will be at the organizations own expense.

All participants will be elementary and middle school ages.

Date Range	Activity	Activity Type	Fee	Location	Participants	# of participants/spectators
Sept. – Nov.	Flag Football	Game	\$500	Municipal Center Field	Regional (includes out of state)	100
Sept. – Nov.	Youth Soccer	Practice	\$500	Stratham Hill Park	SAU 16	30

The organizations submitting the requests have been notified that their reservations are pending Select Board approval.

All organizations will be reminded of the necessity to wear protective face coverings when appropriate, to practice social distancing and to sanitize the surfaces before and after use. These organizations will be reminded that they need to follow NH Guidance regarding [Youth Sports](#). Please note that Stratham Parks and Recreation Department will be spot-checking compliance, but the organizations themselves will be primarily responsible for following the required guidance issued by the State of NH.



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---

Date: August 03, 2020

To: Select Board

David Moore, Town Administrator

From: Seth Hickey, Parks and Recreation Director

RE: Pavilion and Park Rentals at Stratham Hill Park

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During the July 6<sup>th</sup>, 2020 Select Board meeting, the Board decided to resume rentals as of August 1<sup>st</sup> at Stratham Hill Park. The group size during the month of August is to be limited to under 50 people per pavilion rental. At the meeting on July 6<sup>th</sup> it was decided to reevaluate the 50 people per pavilion in early August for the months of September and October.

Currently there are several reservations that could be impacted by the 50 person limit for the months of September and October:

Event Date	Event Type	Fee	Anticipated Group Size
Sept. 12 <sup>th</sup>	PEO Lobster Bake	\$75	60
Sept. 12 <sup>th</sup>	Wedding	\$150	125
Sept. 13 <sup>th</sup>	MTB Race	\$1,000	200 (riders to attend in waves)
Sept. 13 <sup>th</sup>	Greenland Vets picnic	Fee waived	100
Sept. 19 <sup>th</sup>	Wedding	\$150	100
Oct. 3 <sup>rd</sup>	Wedding/ Family Reunion	\$150	150
Oct. 24 <sup>th</sup>	Great Bay 5K Road Race	Fee waived	500

The individuals submitting the requests have been notified that their reservations could be impacted by the current group size limits.

The Select Board has several options at this point; I have outlined a few of them below;

- Remove current 50 person limit on reservations
- Honor existing reservations, but limit future reservations to the current 50 person limit
- Cancel all reservations that exceed the 50 person limit

All groups renting at Stratham Hill Park will be reminded of the necessity to wear protective face coverings, to practice social distancing and to sanitize the tables before and after use.