TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

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

SELECT BOARD AGENDA
August 3, 2026
7:00 pm

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

I. Call to order

II. Roll Call

III. Consideration of Minutes – 7/20/26

IV. Finance Report

V. Department Reports & Presentations
   a. Seth Hickey, Parks & Recreation Director

VI. Correspondence and Informational Items
   a. MS-535

VII. Public Comment

VIII. Public Hearings, Ordinances and/or Resolutions

IX. New Business and Action Items
   a. Bond Release Request 20 Portsmouth Avenue (Chipotle)
   b. 217 Portsmouth Ave – Building Permit Issuance Legacy Lane
   c. Land Use Change Tax Bills

X. Old Business

XI. Town Administrator Report

XII. Reservations, Event Requests & Permits
   a. UNH Institute on Disability request to use Front Pavilion and waive the fee 8/13
   b. Waypoint request to use Scamman Pavilion and waive the fee 9/12

XIII. Review of Recent or Upcoming Board & Commissions Agendas

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.

XIV. Boards and Commissions Nominations & Appointments

A. Appointments for consideration

a. Jameson Paine for Planning Board

B. Appointments to be voted on

XV. Non-Public Session: RSA 91-A:3, II(b) The hiring of any person as a public employee
Non-Public Session RSA 91-A:3, II(a) The dismissal, promotion, or compensation of any public employee

XVI. Adjournment

MINUTES OF THE JULY 20, 2026 SELECT BOARD MEETING

MEMBERS PRESENT: Board Members Vice Chair Joe Anderson, Tedd Tramaloni

ABSENT: Chair Allison Knab

ALSO PRESENT: Town Administrator Tim Roache, director of Planning & Building Vanessa Price, Police Chief Anthony King

At 7:00pm Mr. Anderson opened the meeting and announced that he was honored to swear in a new officer tonight. Alex Shawnie Martinez took the Oath of Office.

Mr. Anderson then called for a motion on the minutes. Mr. Tramaloni motioned to approve the minutes of July 6, 2026. Mr. Anderson requested the minutes be amended to include a motion at 8:41pm, Ms. Knab sealed the minutes and was seconded by himself and all voted in favor. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson moved to the Financial Report. Mr. Roache reviewed the Board's April 6 decision to pursue an investment strategy that places an additional $1 million into the NH Public Deposit Investment Pool (PDIP) and establishes two $2 million CDs structured to maintain liquidity. This approach provides additional investment income while keeping the fund balance at approximately $3–4 million. Mr. Tramaloni noted that the interest earned could help offset unanticipated costs. Mr. Tramaloni motioned to accept the recommendation of the Town Treasurer and Finance Administrator and authorize the investment of $1 million dollars in the New Hampshire Public Deposit Investment Pool and an additional $4 million in two separate $2,000,000 CDs to mature on a monthly basis. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson moved to the Planning and Building Department report. Ms. Price announced that the Town has received the PREPA Grant for the Town Landing and shoreline restabilization project and is awaiting the grant award agreement. She noted that the Town is still waiting for the Rockingham Planning Commission's report on the Stratham Hill Park visioning session and survey. The Open Space Connectivity Plan is expected to be adopted by the Planning Board in September, after which subcommittees will be formed to begin work on the plan's goals and objectives.

Ms. Price reported that the RPC Technical Advisory Committee on transportation planning may propose two projects: Portsmouth Avenue sidewalks and surveys to assess current bike and pedestrian use, along with a potential reconfiguration of the Stratham Circle. She stated that the Planning Board is continuing work on zoning amendments and discussed vacancies on both the Planning Board and Zoning Board. She added that the temporary part-time building inspector has been very helpful. Since April 19, the department has issued 297 permits, collected over $667,000 in fees, and completed 261 inspections.

Mr. Anderson asked about online permitting. Ms. Price said she is exploring options and plans to request CIP funding this year, noting that a BRIC grant may also be available. She reviewed current building projects in town.

Ms. Price requested release of the Golf Club of New England bond, reporting that the Planning Board recommends approval as all required work has been completed and conditions satisfied. Mr. Tramaloni motioned the release of the remaining 2004 bond associated with topcoat paving at the Golf Club of New England. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson moved to the 76ers' request to hold a bake sale at the November election and asked that the Moderator be consulted to confirm whether he would approve the activity.

Mr. Anderson then opened the floor for public comment. Ms. McGrail asked when the report from the Stratham Hill Park visioning meetings would be available. Mr. Anderson stated that RPC is compiling the survey data and the report should be ready soon.

Mr. Roache reported that Plaistow ALS is working to keep its advanced life support program funded and sustainable. Their proposed model includes pursuing grant funding and requesting financial support from participating towns. The grant application is due July 31, and Plaistow ALS is seeking both a letter of support and a financial commitment from the Town. The proposed contribution would begin at $15,000 in 2027 and increase gradually through 2032, reaching $94,000 annually.

Plaistow's legal counsel is drafting a warrant article for each participating town to formalize participation in the phased funding plan. Mr. Tramaloni asked how costs would be allocated among towns and whether Stratham uses the service enough to justify the expense. Mr. Anderson noted that the Fire Chief has usage statistics and that Stratham is on the higher end of service utilization, making participation worthwhile. Mr. Tramaloni moved that the Select Board authorize the Town Administrator and Fire Chief to sign a letter of continued support for the Plaistow ALS Intercept Program and further authorize the Town Administrator or Fire Chief to sign a letter of intent to place a warrant article on the agenda for the 2027 Town Meeting authorizing phased funding for the program beginning in 2027 and continuing for a five-year period if approved. Stratham's 2027 commitment would total approximately $15,000, with increases each year culminating in 2032 with an estimated contribution of approximately $94,000. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson moved to the Fire Tower agenda item. Mr. Roache reviewed that voters approved the warrant article at the last Town Meeting to raise and appropriate $250,000 for rehabilitation of the fire tower. RFPs were issued, and two proposals were received; one is being recommended. The recommended proposal was the most comprehensive, demonstrating a strong understanding of the tower's condition. It includes a full sandblast and recoat rather than limited spot repairs, uses a DOT-approved subcontractor for foundation anchor-bolt work, and provides a three-coat finish. The work can be completed in 2026 and the proposal is within budget. Mr. Roache noted that the fire tower is not unsafe; the project is a preventative measure to ensure its longevity. Mr. Tramaloni motioned that the select board accept the recommendation of the Director of Public Works and award Modern Protective Coating Inc a contract in the amount of

$224,400 for service preparation, structural repairs, quality control inspections, and application of long-term protective coating systems to the Stratham Hill Park fire tower, and authorize the Town Administrator to execute a contract. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson moved to the PFAS agenda item. Mr. Roache reported that the Town continues to operate under an existing contract that reimburses costs for water-treatment systems and maintenance related to the PFAS plume near the fire station. He noted that a new treatment system was recently installed at a dwelling that had tested in exceedance; the homeowner has now agreed to participate. The Town is able to extend the grant to cover installation and one year of maintenance, and Mr. Roache stated it is sensible to do so. He worked with NH DES to prepare the necessary documents and requested authorization to extend the grant and sign the certificate of vote, which he will provide to the Board. Mr. Tramaloni motioned that the Select Board accept the proposed amendments to the PFAS remediation grant and loan fund agreement further authorize the Town Administrator to sign the agreement on behalf of the Select Board. Mr. Anderson seconded the motion. All voted in favor.

Mr. Anderson moved to the Stevens Park agenda item. Mr. Roache reported that an RFP was issued concurrently with the fire tower RFP for improvements at Stevens Park, including a pavilion, potential pickleball courts, and driveway paving. Three responses were received: one for the pavilion only, one for the pickleball courts only, and one covering all three components. All proposals came in significantly higher than expected, particularly for the pavilion. A 40' x 60' pavilion with restrooms and septic was estimated at approximately $900,000–$1 million, far above anticipated costs. Mr. Roache noted the need to reassess project scope, possibly considering a smaller pavilion or alternative restroom options.

Mr. Tramaloni shared that the Energy Commission had discussed potential grants tied to incorporating a solar array, but given the high pavilion cost, he felt such an addition would be impractical. Mr. Roache reported that the pickleball court proposal ranged from $600,000 to nearly $700,000 for six courts, and paving costs were nearly $500,000. He suggested having an independent reviewer—someone not bidding on the project—evaluate the proposals to determine whether the Town's specifications may have contributed to the high costs. The original warrant article allocated $600,000 for the project. The Board agreed to continue reviewing options and gather more information.

Mr. Roache reported that installation of the keyless access system is underway. He then provided an update on lease agreements for Town-owned rental properties, noting that last year the Board directed that all leases be updated to align with a three-year phased rent-increase schedule. He is working to finalize the updated leases and will implement the increases in accordance with the memo.

Mr. Roache next updated the Board on the Lane property. The water service line from the well to the building has been installed and is functioning. A plumber is expected on site within the next one to two weeks to repair winter ice-freeze damage, preparing the building for winter occupancy. Exterior improvements continue, and the east porch—originally slated to remain—

has now been approved for removal, allowing additional exterior work. After plumbing repairs, the heating system will be addressed. He will keep the Board informed as the project progresses. He reported ongoing work on several policies and procedures, including the fund balance policy, purchasing policy, mailbox replacement policy, and an internal Right-to-Know procedure. These will be brought to the Board as meeting schedules allow or as priorities arise. The employee manual update is also underway, and Mr. Roache commended Mr. Hickey and Mr. Anderson for their work on the project.

Mr. Roache stated that the CIP and Capital Reserve process will be discussed at the upcoming department head meeting and noted he has a stronger grasp of the process this year. He is already reviewing the Town budget and preparing for the 2027 Town Meeting, working with the Finance Administrator on the design of the budget spreadsheet.

Mr. Anderson asked about planning for the September 23 Seabrook graded drill. Mr. Roache said he will reach out to Homeland Security for assistance. Mr. Anderson also noted that the first Monday in September is Labor Day and the following day is the State Primary; the Board will discuss scheduling considerations at a later time.

Mr. Anderson returned to the discussion regarding redesignating the Stratham Hill Park Association (SHPA) as a Town committee. Mr. Roache reported that Town Counsel confirmed the Association, as a voluntary corporation, was administratively dissolved in February 2011. Mr. Crow noted that at that time, the Association transferred its funds to the Trustees of the Trust Funds as required. Mr. Roache stated this allows the Town to move forward with forming a Town committee and presented a draft charge for review.

Mr. Anderson informed SHPA attendees that becoming a Town committee would require compliance with Right-to-Know laws, formal committee membership, and other Town committee rules. Mr. Roache explained that the draft charge reflects the advisory work SHPA has historically provided on park functions and maintenance, with future structure including one Select Board liaison and one staff representative, likely Mr. Hickey.

Mr. Crow asked whether Primex would provide insurance coverage; Mr. Roache confirmed that as a Town committee, SHPA would be covered under the Town's insurance umbrella. SHPA members asked whether the Board wanted them to become a committee. Mr. Blood requested clarity on expectations, and Mr. Crow expressed support for added structure. They agreed to review the draft charge further.

Mr. Crow asked when committee protections would apply. Mr. Anderson said appointments must be made first, and Mr. Roache added that members would need to be sworn in. Mr. Tramaloni noted that appointments would include defined terms. He also raised liability considerations, stating that Town-covered activities may require supervision by a Town employee and that some past independent work may need Board approval going forward. Mr. Roache emphasized that SHPA would need to present proposed work to the Board for authorization, as committees cannot independently commit Town funds or enter contracts.

Mr. Blood referenced prior discussions with the former Town Administrator and Select Board Chair about qualified volunteers using Town equipment, noting an agreement had been drafted. Mr. Roache and Mr. Tramaloni were unaware of the document, and Mr. Blood said he would provide a copy. Mr. Roache noted this is a separate issue involving volunteer use of private or Town equipment. Mr. Blood stated SHPA is not seeking to add work for Town employees and is willing to perform tasks themselves. Mr. Tramaloni reiterated the need to ensure liability coverage for equipment damage or injury. Mr. Roache said these topics will be placed on a future agenda.

Mr. Cushing, Chair of the Summerfest Committee, thanked the Stratham Hill Park Association for their support during the America 250 celebration. Mr. Anderson noted he received numerous positive comments from residents about the event. Mr. Crow expressed appreciation for the DPW's excellent work cleaning the park afterward. Mr. Cushing highlighted the strong cooperation among the Park Association, Fire Department, Police Department, Parks & Recreation, and DPW in making the event a success.

Mr. Anderson noted that September 11, 2026 will mark the 25th anniversary of the 2001 attacks and expressed interest in holding a more significant remembrance than in past years. The group will consider ideas for an appropriate memorial event.

Mr. Anderson then recognized Joe Callaghan, who introduced himself as the Town's new Building Inspector / Code Enforcement Officer and attended the meeting to observe.
Mr. Tramaloni motioned to approve the request from Troop 185 for a raffle permit for a car show on September 27, 2026 at Stratham Hill Park. Mr. Anderson seconded the motion. All voted in favor.

Mr. Tramaloni motioned to approve the fireworks application from a Blueridge resident for Saturday, August 1, 2026 pending final approval from the Fire Chief. Mr. Anderson seconded the motion. All voted in favor.

At _____ Mr. Anderson motioned to go into a non-public session under RSA 91-A:3, II (a) and (b). Mr. Tramaloni seconded the motion. Roll call: Anderson-yes; Tramaloni-yes.
At 8:19pm Mr. Anderson motioned to come out of the non-public session and seal the minutes in accordance with RSA 91-A:3, III noting failure to do so may affect adversely the reputation of another. Mr. Tramaloni seconded the motion. All voted in favor.

Mr. Tramaloni reported that in order to record and post meetings, he needs to load the required software onto the Owl device but was unable to do so because he does not have administrative privileges. He will need to configure the system and schedule another test. Mr. Roache will speak with Mr. Hickey to address the issue.

At 8:22pm Mr. Anderson motioned to adjourn. Mr. Tramaloni seconded the motion. All voted in favor.

Respectfully submitted,

Karen Richard
Recording Secretary

TOWN OF STRATHAM

Incorporated 1716
10 Bunker Hill Avenue, Stratham NH 03885
Town Clerk/Tax Collector 603-772-4741
Select Board/Administration/Assessing 603-772-7391
Code Enforcement/Building Inspections/ Planning (603) 772-7391
Fax (All Offices) 603-775-0517

TO: Select Board Members

FROM: Vanessa Price, Director of Planning & Building

FOR: August 3, 2026, Select Board Meeting

RE: Request for Release of Funds – 20 Portsmouth Avenue (Chipotle)

The Town is holding a Performance Guarantee in the amount of $134,250.00 issued by Platte River Insurance Company, Policy Number 41414258 dated June 16, 2020, to guarantee that improvements related to the Planning Board's Site Plan approval of the proposed Chipotle Restaurant Permit Site Plan at 20 Portsmouth Avenue were completed per the approved site plan.

A Certificate of Occupancy was issued in February 2020, so the one (1) year maintenance bond period specified in section 8 of the Performance Bond Agreement has completed, and the applicant has provided the Town As-Built Plans.

A limited portion of the sidewalk was constructed on private property as part of the NHDOT permit and is covered under the Stratham Performance Bond. NHDOT permitted the project and executed a sidewalk agreement with the Town that was executed by NHDOT on September 21, 2021.

To date, NHDOT has not had any issue with the developer and the installation of the sidewalk.

The site has been constructed per the approved site plan, and staff takes no objection to the full release of the Performance Guarantee in the amount of **$134,250.00**.

Amount held by Town of Stratham (Chipotle Site Plan): $134,250.00

Amount recommended to be released: $134,250.00

Based on the completed work and the successful inspection, staff and the Planning Board recommend the release of the Performance Guarantee in the amount of $134,250.00 issued by Platte River Insurance Company, Policy Number 41414258, to the Select Board.

TOWN OF STRATHAM

Incorporated 1716
10 Bunker Hill Avenue, Stratham NH 03885
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Code Enforcement/Building Inspections/ Planning (603) 772-7391
Fax (All Offices) 603-775-0517

TO: Planning Board Members

FROM: Vanessa Price, Director of Planning & Building

FOR: July 22, 2026, Planning Board Meeting

RE: Request for Release of Funds – 20 Portsmouth Avenue (Chipotle)

The Town is holding a Performance Guarantee in the amount of $134,250.00 issued by Platte River Insurance Company, Policy Number 41414258 dated June 16, 2020, to guarantee that improvements related to the Planning Board's Site Plan approval of the proposed Chipotle Restaurant Permit Site Plan at 20 Portsmouth Avenue were completed per the approved site plan.

A Certificate of Occupancy was issued in February 2020, so the one (1) year maintenance bond period specified in section 8 of the Performance Bond Agreement has completed, and the applicant has provided the Town As-Built Plans.

A limited portion of the sidewalk was constructed on private property as part of the NHDOT permit and is covered under the Stratham Performance Bond. NHDOT permitted the project and executed a sidewalk agreement with the Town that was executed by NHDOT on September 21, 2021.

To date, NHDOT has not had any issue with the developer and the installation of the sidewalk.

The site has been constructed per the approved site plan, and staff takes no objection to the full release of the Performance Guarantee in the amount of **$134,250.00**.

Amount held by Town of Stratham (Chipotle Site Plan): $134,250.00

Amount recommended to be released: $134,250.00

Based on the completed work, staff recommends that the Planning Board recommend to the Select Board the release of the performance bond.

Drafted motion offered:

I move that the Planning Board recommend to the Select Board the release of the Performance Guarantee in the amount of $134,250.00 issued by Platte River Insurance Company, Policy Number 41414258 dated June 16, 2020, for the construction of Chipotle Restaurant and associated sidewalk.

Eaglebrook Engineering & Survey, LLC
Civil Engineers, Land Planners and Land Surveyors

May 6, 2026

Town of Stratham
Ms. Vanessa Price, Town Planner
10 Bunkerhill Ave.
Stratham, NH 03885

Re: Starbucks restaurant and Chipotle Restaurant
Site Construction Bond Release
20 Portsmouth Ave.

Dear Ms. Price,

On behalf of the owner, NP Stratham LLC, Eaglebrook Engineering & Survey requests a release of the Performance Bond for the site improvements associated with the Starbucks Restaurant and Chipotle Restaurant at 20 Portsmouth Ave. The original performance bond amount for the Starbucks was $162,750.00 and the original performance bond for the Chipotle was$134,250.00. Occupancy permits for both restaurants were issued several years ago, so the one (1) year maintenance bond period specified in section 8 of the Performance Bond Agreements have completed.

NPStratham LLC requests the release of $162,750.00 of the Performance Bond associated with the Starbucks restaurant site improvements and $134,250.00 of the Performance Bond associated with the Chipotle restaurant site improvements.

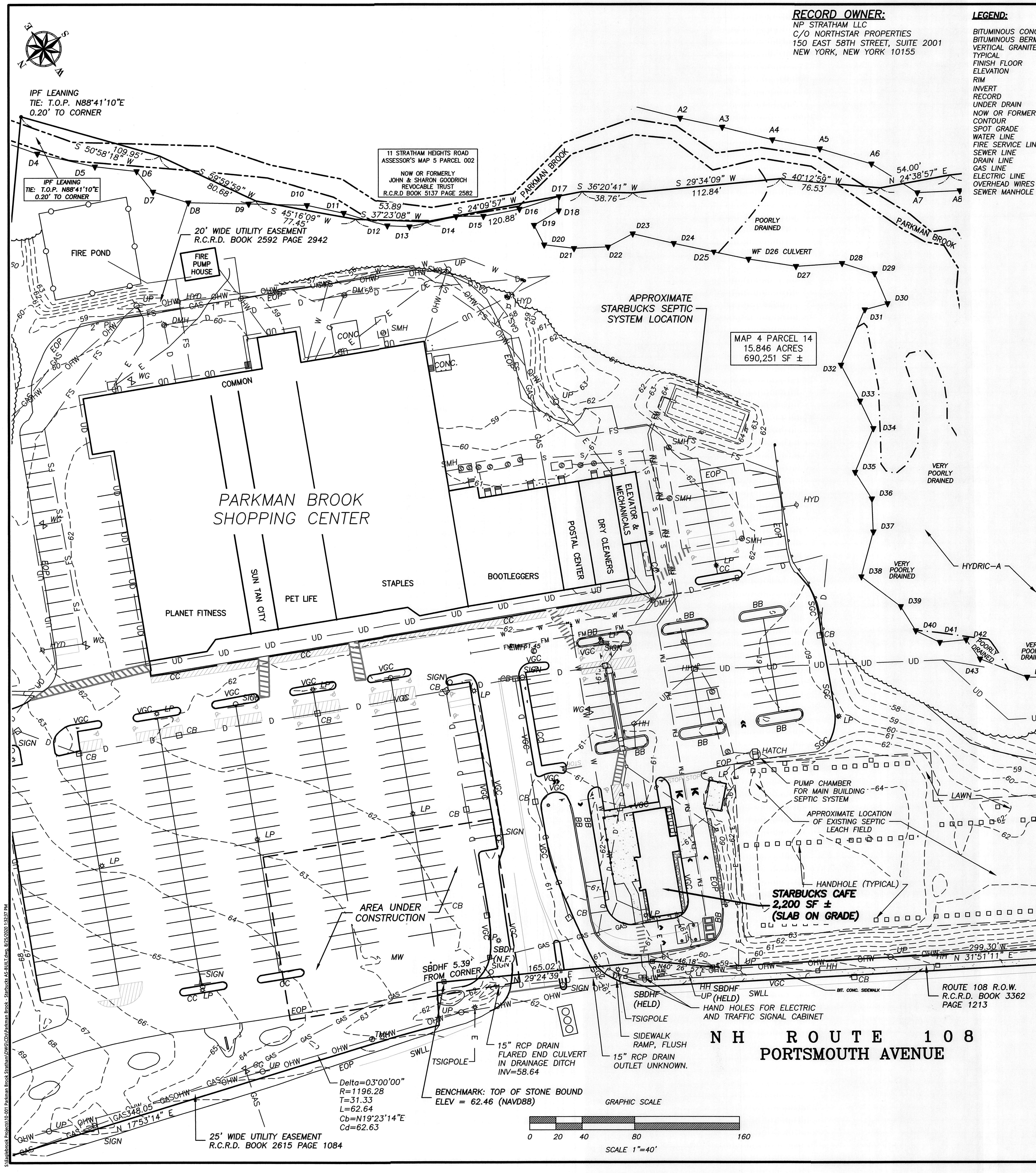
If you have any questions, please do not hesitate to contact me at any time. Thank you.

Sincerely,
EAGLEBROOK ENGINEERING & SURVEY, LLC

Kenneth C. Knowles, P.E.
Principal

Cc: Robert Sulzer, NP Stratham LLC

RECORD OWNER:
NP STRATHAM LLC
C/O NORTHSTAR PROPERTIES
150 EAST 58TH STREET, SUITE 2001
NEW YORK, NEW YORK 10155

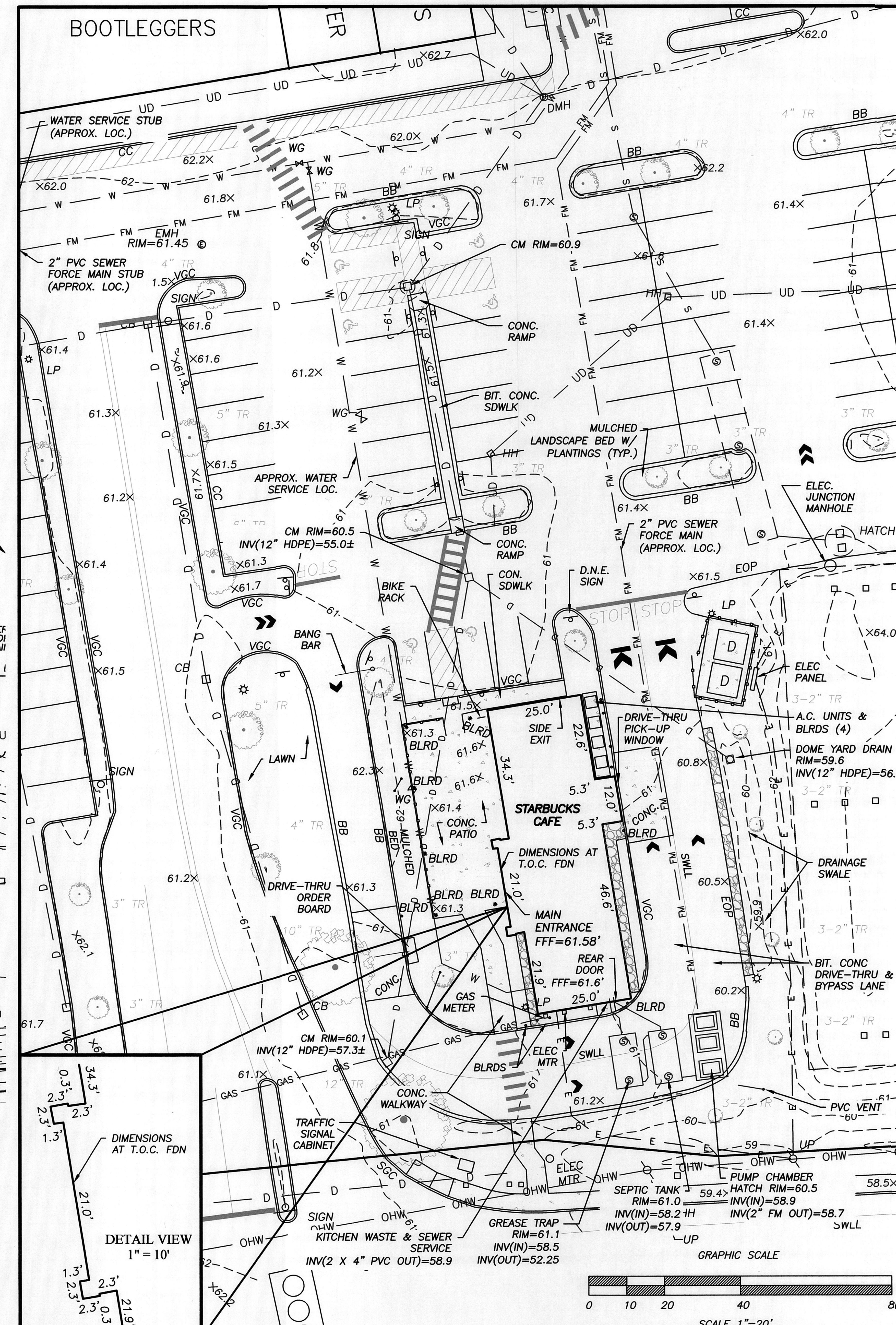


LEGEND:

	EXISTING		
BITUMINOUS CONCRETE	BIT CONC	DRAIN MANHOLE	DMH
BITUMINOUS BERM	BB	CATCH BASIN	CB
VERTICAL GRANITE CURB	VGC	TELEPHONE MANHOLE	TMH
TYPICAL	TYP.	WATER GATE	WG
FINISH FLOOR	FF	GAS GATE	GG
ELEVATION	ELEV.	UTILITY POLE	UP
RIM	R (RIM)	LIGHT POLE	LP
INVERT	I (INV)	HYDRANT	HYD
RECORD	REC.	SIGN	
UNDER DRAIN	U.D.	CHAIN LINK FENCE	
NOW OR FORMERLY	N/F	SQUARE POST FENCE	
CONTOUR	60	DRILL HOLE FOUND	DHF
SPOT GRADE	× 60.2	STONE BOUND DHF	SBDHF
WATER LINE	W	CONCRETE BOUND DHF	CBDHF
FIRE SERVICE LINE	FS	IRON PIPE FOUND	IPF
SEWER LINE	S	DRILL HOLE FOUND	DHF
DRAIN LINE	D	TOP OF PIPE	T.O.P.
GAS LINE	GAS	WETLAND FLAG	WF
ELECTRIC LINE	E	HANDHOLE	HH
OVERHEAD WIRES	OHW	SINGLE WHITE LANE LINE	SWLL
SEWER MANHOLE	SMH	LIGHT BOLLARD	BLRD

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DEPICT THE "AS-BUILT" RECORD CONDITIONS OF THE STARBUCKS CAFE AND ADJACENT PARKING LOT.
2. THE TOPOGRAPHY IS BASED ON MULTIPLE FIELD SURVEYS BY EAGLEBROOK ENGINEERING & SURVEY, LLC PERFORMED BETWEEN 2018 AND AUGUST 2020.
3. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE AND BASED ON A PLAN CALLED "ALTA/ASCM LAND TITLE SURVEY FOR SHAW'S REALTY CO." ROUTE 108 STRATHAM, NEW HAMPSHIRE, PREPARED BY DOUCET SURVEY DATED JANUARY 28, 2000.
4. THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON RECORD PLANS, OBSERVABLE SURFACE FEATURES, AVAILABLE MEASUREMENTS AT THE TIME OF SURVEY, AND INFORMATION PROVIDED BY THE UTILITY CONTRACTORS. THE UTILITIES DEPICTED ARE APPROXIMATE ONLY AND MUST BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL CALL "DIGSAFE" PRIOR TO ANY SITE DISTURBANCE. EAGLEBROOK ENGINEERING & SURVEY, LLC DOES NOT WARRANTEE OR GUARANTEE THE LOCATION OF UTILITIES DEPICTED OR NOT DEPICTED.
5. THE VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WAS ESTABLISHED BY GPS OBSERVATION.



EAGLEBROOK

EAGLEBROOK ENGINEERING & SURVEY, LLC
491 MAPLE STREET, SUITE 304
DANVERS, MASS. 01923
TEL: (978) 777-0494

STARBUCKS RECORD PLAN
PARKMAN BROOK SHOPPING CENTER
LOCATED IN
STRATHAM, NEW HAMPSHIRE
PREPARED FOR
NORTHSTAR PROPERTIES
150 EAST 58TH STREET, SUITE 2001
NEW YORK, NEW YORK

STAMP:

STATE OF NEW HAMPSHIRE
KENNETH C. KNOWLES
No. 12184
LICENSED
PROFESSIONAL ENGINEER

DATE:
AUGUST 25, 2020

REVISIONS:

NO.:	DESCRIPTION:	DATE:

DRAWN BY: BSM
CHECKED BY: KCK
SCALE: AS NOTED

PROJECT NO. 10-001

TITLE:
SITE PLAN
C-1

RECORD CONDITIONS PLAN

SHEET No. 1 OF 1

From: Miller, Lucas
To: Vanessa Price
Subject: Re: CHIPOTLE FW: 20 Portsmouth Ave site bonds
Date: Tuesday, July 7, 2026 4:11:46 PM

Vanessa,

I don't know what the Town had bonded, but our office likely doesn't have a position on it either way.

To my knowledge, there are no outstanding issues between DOT and this development.

Thank you
-Lucas

Lucas Miller, P.E.
Access & Utilities Supervisor
NHDOT District 6
271 Main Street, P.O. Box 740
Durham, NH 03824
(603) 868-1133

From: Vanessa Price <vprice@StrathamNH.gov>
Sent: Tuesday, July 7, 2026 3:20 PM
To: Miller, Lucas <Lucas.J.Miller@dot.nh.gov>
Subject: RE: CHIPOTLE FW: 20 Portsmouth Ave site bonds

Hi Lucas.

From my review, it appears this has been completed. Is there any reason from your end that would preclude the town from returning their bond?

Best Regards,

Vanessa Price
Director of Planning & Building
Town of Stratham
10 Bunker Hill Avenue
Stratham, NH 03885
603-772-7391, ext 147

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

September 21, 2021

David Moore, Town Administrator
Town of Stratham
10 Bunker Hill Ave
Stratham, NH 03885

Dear David:

On behalf of the New Hampshire Department of Transportation (NHDOT) Commissioner we are forwarding to you a signed copy of the fully executed sidewalk agreement for your records. A permanent signed record will be held at the NHDOT Bureau of Highway Maintenance Office in Concord.

Please do not hesitate to contact James Hewitt at the NHDOT District 6 Office in Durham at 868-1133 if you have any further questions.

Yours truly,

Caleb B. Dobbins
NHDOT – State Maintenance Engineer

cc: Commissioner Victoria Sheehan
Brian Schutt, District Engineer, NHDOT District 6 Office
James Hewitt, Utilities & Access Supervisor, NHDOT District 6 Office

Enc: Signed Agreement

MUNICIPAL SIDEWALK AGREEMENT
FOR
TOWN OF STRATHAM

20 PORTSMOUTH AVENUE

THIS AGREEMENT, made and entered into this _____ day of ________, 2021, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the Town of Stratham hereinafter called the "TOWN".

WITNESSETH that,

WHEREAS, NP Stratham, LLC will be constructing a sidewalk, depicted on certain plans titled "Chipotle Restaurant – Parkman Brook Shopping Center #20 Portsmouth Avenue (NH Route 108) Stratham, NH", dated April 2, 2021, as revised by GPI, Inc. (the "Plan"), in the right of way along NH 108; and

WHEREAS, sidewalks and pedestrian crossings of Portsmouth Avenue, which are of primary benefit to the community and adjoining neighborhoods, are proposed along reconstructed portions of the project; and

WHEREAS, the DEPARTMENT maintenance forces, by policy and practice, do not maintain sidewalks;

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

A. NP Stratham, LLC constructed a new drive-through coffee shop (Starbucks) and a new drive- through restaurant (Chipotle) at 20 Portsmouth Avenue, along NH 108. As part of the Stratham Planning Board conditional approvals of these site plans, mitigation improvements were required in the form of new sidewalks and pedestrian crossings, parts of which will be constructed within the NH Route 108 right of way.

B. NP Stratham, LLC shall construct a sidewalk with approaches and granite curb within the limits of construction along the north and south bound side of Portsmouth Avenue and crosswalks as depicted on the Plan as part of the aforementioned Stratham project.

C. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project.

D. The TOWN shall provide or cause to provide for both the maintenance of the sidewalk as indicated above including winter maintenance and snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Unless agreed otherwise at Project completion, the DEPARTMENT's maintenance responsibility shall be limited to maintaining the pedestrian signal and crosswalk pavement markings, but otherwise be no greater than that which exists within the proposed project limits prior to the start of construction. Should operational adjustments be necessary, the TOWN agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Stratham, New Hampshire, on this 16th day of August, 2021, and the Department of Transportation on this 21st day of September, 2021.

RECEIVED
AUG 25 2021

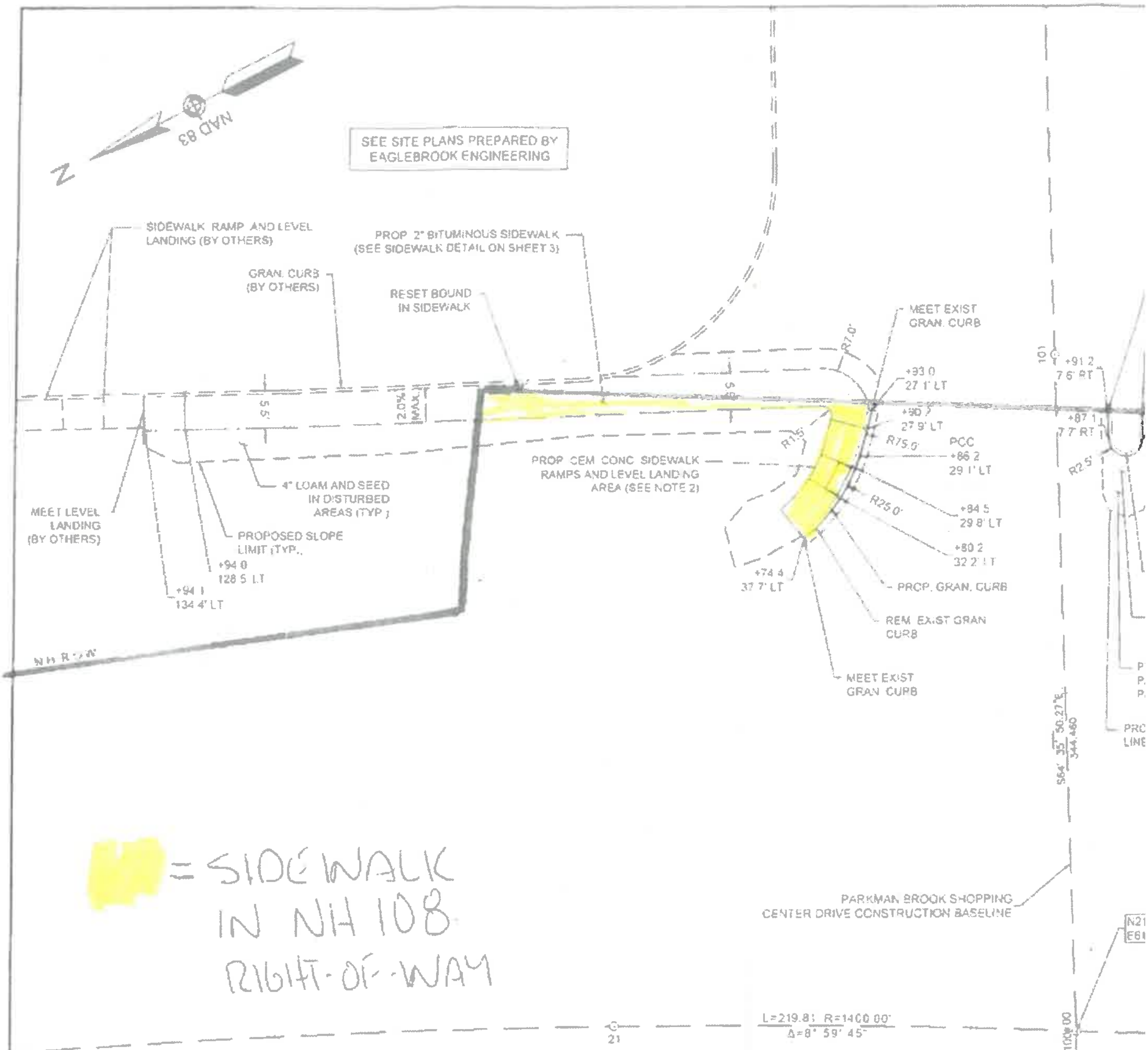
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: ______________________
COMMISSIONER

TOWN OF STRATHAM

By: ______________________
DAVID MOORE, TOWN ADMINISTRATOR

As authorized by a vote of the Stratham Select Board on 8/16/2021



7-7-2021

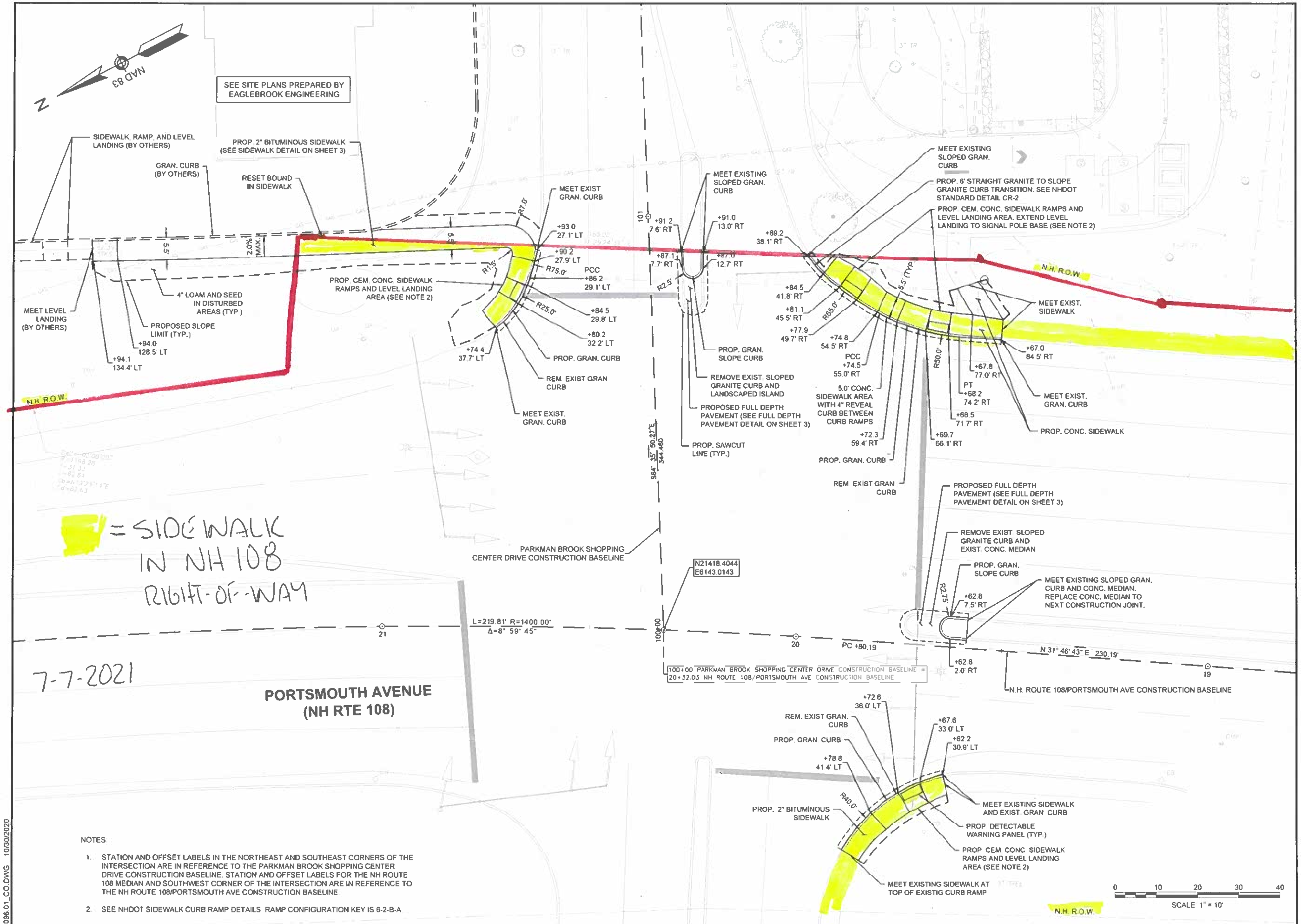
PORTSMOUTH AVENUE
(NH RTE 108)

NOTES

1. STATION AND OFFSET LABELS IN THE NORTHEAST AND SOUTHEAST CORNERS OF THE INTERSECTION ARE IN REFERENCE TO THE PARKMAN BROOK SHOPPING CENTER DRIVE CONSTRUCTION BASELINE. STATION AND OFFSET LABELS FOR THE NH ROUTE 108 MEDIAN AND SOUTHWEST CORNER OF THE INTERSECTION ARE IN REFERENCE TO THE NH ROUTE 108/PORTSMOUTH AVE CONSTRUCTION BASELINE.

2. SEE NHDOT SIDEWALK CURB RAMP DETAILS. RAMP CONFIGURATION KEY IS 6-2-B-A

19096.01 CO.DWG 10/30/2020



NOTES

1. STATION AND OFFSET LABELS IN THE NORTHEAST AND SOUTHEAST CORNERS OF THE INTERSECTION ARE IN REFERENCE TO THE PARKMAN BROOK SHOPPING CENTER DRIVE CONSTRUCTION BASELINE. STATION AND OFFSET LABELS FOR THE NH ROUTE 108 MEDIAN AND SOUTHWEST CORNER OF THE INTERSECTION ARE IN REFERENCE TO THE NH ROUTE 108/PORTSMOUTH AVE CONSTRUCTION BASELINE
2. SEE NHDOT SIDEWALK CURB RAMP DETAILS. RAMP CONFIGURATION KEY IS 6-2-B-A

GPI Engineering Design Planning Construction Management
Greenman-Pedersen, Inc.
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

PREPARED FOR
EAGLEBROOK ENGINEERING & SURVEY
491 MAPLE ST, SUITE 304
DANVERS, MA

CHIPOTLE RESTAURANT - PARKMAN BROOK SHOPPING CENTER
#20 PORTSMOUTH AVENUE (NH ROUTE 108)
STRATHAM, NH

REVISIONS

NO	REVISION	DATE

04/02/21

DRAWN/DESIGN BY	CHECKED BY
TJW	MJD

CONSTRUCTION PLANS

SCALE 1" = 10'

2 OF 5

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

June 2, 2025

Fredric Leopold
NP Stratham, LLC
150 East 58th St, Suite 2001
New York, NY 10155

Subject: Bond Reduction – NHDOT Driveway Permit # 06-431-468
NP Stratham, LLC – 20 Portsmouth Ave, NH 108, Stratham
Bond Number: PR2731372

Dear Mr. Leopold:

A site meeting was held on May 27th, 2025, where the NHDOT conducted an inspection of the construction work associated with Driveway Permit #06-431-468. Based upon this inspection, all work within the NHDOT right of way is substantially complete and in general conformance with the permit and NHDOT standard specifications. This includes all traffic signal components which were inspected by NHDOT Bureau of Traffic and accepted.

In accordance with the driveway permit conditions, the subject bond may be reduced to approximately 10% of the full amount ($15,000), which is to be in effect for 2 years following the date of this letter.

Any questions or concerns may be directed to me at NHDOT District 6 office at 603-868-1133.

Sincerely,

Roger L. Appleton, P.E.
Assistant District 6 Engineer

PERFORMANCE AND BOND AGREEMENT

THIS AGREEMENT entered into by and between NP Stratham LLC of 150 E 58th Street, 20th Floor, New York, NY 10155, hereinafter referred to as the "Contractor" 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 site plan entitled Proposed Chipotle Restaurant Permit Site Plan 20 Portsmouth Avenue (NH Route 108), Stratham, New Hampshire dated January 10, 2020 and prepared by Eaglebrook Engineering & Survey LLC, as approved by the Planning Board of the Town of Stratham on February 19, 2020 and on file with the Town, and/or recorded at the Rockingham County Registry of Deeds as Plan Number D-42155, and;

WHEREAS, the Contractor desires to provide the Town security in the form of a Subdivision Bond No. 41414258 ("the Bond"), attached hereto as Exhibit A, to ensure the completion of any and all infrastructure improvements in connection with site work and utilities as detailed on the bound amount worksheet, attached hereto as Exhibit B, 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 judgment 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 May 31, 2021 and further agrees to indemnity, save, 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 the Bond 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 delivered to the Town simultaneously with the execution of this Performance and Escrow Agreement the Bond with and for the benefit of the Town in the amount of **One Hundred Thirty Four Thousand Two Hundred Fifty and 00/100 Dollars** ($134,250.00). The Bond shall stand in the name of the Town, as Obligee, 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 the Bond, in escrow, 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 call upon the Bond 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 the 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 Bond for the purpose of curing the said deficiency.

5. In the event the Town, it its judgment, 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 Bond 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. The Bond shall not be reduced or released until the Town's construction inspector certifies to the Board of Selectmen that all commitments and obligations of this agreement have been met by the Contractor pursuant to the provisions 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 Bond shall be reduced by an amount of **One Hundred Thousand Seven Hundred Fifty Dollars ($100,750).** The remaining minimum amount of **Thirty Three Thousand Five Hundred Dollars ($33,500)** shall remain on the Bond for a period of one (1) year from the date of completion of the work as a maintenance bond for the purpose of landscaping. 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 Selectmen.

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 Selectmen shall deem appropriate, the Selectmen may consider acceptance of the Improvements as a public road, if previously dedicated for that purpose. Upon an affirmative vote of the Selectmen, the Contractor shall render a deed in a form acceptable to the Selectmen conveying the roadway to the Town. Upon recording of the deed at the Rockingham County Registry of Deeds, this Agreement shall terminate and the Bond shall be released 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 17th day of June, 2020

CONTRACTOR:

____
Witness

By: ____________________________
(Duly Authorized)

TOWN OF STRATHAM
By Its Selectman

____
Witness to all three

By: Michael Houghton
(Selectman)

By: ____________________________
(Selectman)

By: ____________________________
(Selectman)

EXHIBIT A

SUBDIVISION BOND

(See attached)

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2017

Admitted Assets

Cash and invested assets:		
Bonds	$	99,858,262
Common stocks		25,382,170
Cash, cash equivalents and short-term investments		18,576,581
Total cash and invested assets		143,817,013
Investment income due and accrued		618,321
Uncollected premiums and agents' balances in course of collection		1,305,927
Deferred premiums, agents' balances and installments booked but deferred and not yet due		3,062,792
Amounts recoverable from reinsurers		1,383
Current federal and foreign income tax recoverable and interest thereon		560,354
Net deferred tax asset		86,390
Receivables from parent, subsidiaries and affiliates		1,331,602
Other admitted assets		15,441
Total admitted assets	$	150,799,223

Liabilities and Surplus as Regards Policyholders

Liabilities:		
Losses	$	32,577,588
Reinsurance payable on paid losses and loss adjustment expenses		2,306,236
Loss adjustment expenses		7,067,355
Commissions payable, contingent commissions and other similar charges		784,193
Other expenses (excluding taxes, licenses and fees)		96,835
Taxes, licenses and fees (excluding federal and foreign income taxes)		156,912
Unearned premiums		20,010,558
Ceded reinsurance premiums payable (net of ceding commissions)		766,606
Amounts withheld or retained by company for account of others		38,458,953
Other liabilities		299,560
Total liabilities		102,524,796
Surplus as regards policyholders:		
Common capital stock		4,800,000
Gross paid in and contributed surplus		30,739,907
Unassigned funds (surplus)		12,734,520
Surplus as regards policyholders		48,274,427
Total liabilities and capital and surplus	$	150,799,223

I, Stephen J. Sills, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2017, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Stephen J. Sills
CEO & President

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

EXHIBIT B

BOND WORKSHEET

(See attached)

PLATTE RIVER INSURANCE COMPANY

Bond No. 41414258

SUBDIVISION BOND

Bond Term: June 16, 2020 to June 16,2022

KNOW ALL MEN BY THESE PRESENTS, that we, NP Stratham LLC as Principal, and Platte River Insurance Company a corporation organized and existing under the laws of the State of Nebraska and duly authorized to transact business in the State of New Hampshire as Surety, are held and firmly bound unto Town of Stratham, as Obligee in the penal sum of ***One Hundred Thirty-Four Thousand Two Hundred Fifty & 00/100s*** Dollars ***134,250.00*** lawful money of the United States payment of which well and truly to be made, the said Principal and Surety hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted to the Town of Stratham a site plan titled Proposed Chipotle Restaurant Permit Site Plan; 20 Portsmouth Avenue, Stratham, NH whose terms and conditions are hereby incorporated by reference in this bond and is hereinafter referred to as Site Plan.

WHEREAS the Town of Stratham, has approved said plan on condition that said Principal file a surety bond in the amount of ***One Hundred Thirty-Four Thousand Two Hundred Fifty & 00/100s*** Dollars (***134,250.00***), in form approved by the Obligee, securing to the Obligee actual completion of the work specified by the Site Plan.

NOW, THEREFORE, the condition of this obligation is such that, if the above named Principal shall promptly and faithfully complete such Site Plan, then this obligation shall be null and void, otherwise to remain in full force and effect. In no event shall the liability of the Surety exceed One Hundred Sixty-Two Thousand Seven Hundred Fifty & 00/100s Dollars ($162,750.00).

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this 16th day of June, 2020.

NP Stratham LLC
(Principal) (Seal)

Witness ______

By ______

Witness ______

Platte River Insurance Company
(Surety) (Seal)

By ______

Diana Toledo, Attorney-in-Fact

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41414259

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JEFFREY P. DELDIN; CHRISTOPHER GREENE; RAEGAN A GUGLIELMO; DIANA TOLEDO ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest: John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M Broadbent

Suzanne M Broadbent
Assistant Secretary

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 16 day of June, 20 20

SEAL

Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (Rev 10-2017)

PRINCIPAL'S ACKNOWLEDGMENT

INDIVIDUAL VERIFICATION

State of ______________________ County of ______________________

On this ______________ day of ______________, in the year 20______, before me personally came

______________________ to me known and known to me to be the person(s) who is (are) described in and who executed the foregoing instrument, and acknowledges to me that he (they) executed the same.

____
(Signature and title of official taking acknowledgement)

PARTNERSHIP VERIFICATION

State of Massachusetts County of Essex

On this 17th day of June, in the year 2020 before me personally came

Robert Selzer to me known, and known to me to be the person who is described in and who executed the foregoing instrument and acknowledges to me that he executed the same, as and for the act and deed of the said co-partnership.

KENNETH KNOWLES
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 10/04/2024

(Signature and title of official taking acknowledgement)
As Agent for Owner

CORPORATE VERIFICATION

State of ______________________ County of ______________________

On this ______________ day of ______________, in the year 20______, before me personally came

______________________ to me known, who, being by me duly sworn, deposes and says that he resides in the City of ______________________ that he is the ______________________

of the ______________________ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order

____
(Signature and title of official taking acknowledgement)

SURETY COMPANY ACKNOWLEDGEMENT

State of New York County of Putnam

On this 16th day of June, in the year 2020, before me personally came Diana Toledo to me known to be the individual described in and who executed the foregoing instrument and to be the Attorney-in-Fact of Platte River Insurance Company, which is to me known to be the corporation described in the foregoing instrument; and which, by its said Attorney-in-Fact executed the same, and said Attorney-in-Fact duly acknowledged to me that he knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he executed the said instrument as the act and deed of said Platte River Insurance Company therein described and for the uses and purposes therein mentioned by virtue of a certain power of attorney executed by said Platte River Insurance Company dated June 16, 2020

______________________ which said power has never been revoked and is still in full force and effect; and that the said corporation has received from the Superintendent of Insurance of the State of New York a certificate of solvency and of its sufficiency as surety or guarantor under Section 327, Chapter 882 of the Laws of 1939, being Chapter 28 of the Consolidated Laws of New York for the year 1939, and that such certification has not been revoked.

Notary Public

MAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires 6/15/24

TOWN OF STRATHAM
Incorporated 1716
10 Bunker Hill Avenue· Stratham, NH 03885
Town Clerk/Tax Collector 603-772-4741
Selectmen's Office/Administration/Assessing 603-772-7391
Code Enforcement/Building Inspect ions/Planning 603-772-7391
Fax (All Offices) 603-775-0517

Planning Board
NOTICE OF DECISION

Petition of: Chipotle Restaurant

Project Name: Chipotle at Tax Map 4, Lot 14, 20 Portsmouth Ave, Stratham NH, 03885

Premises Affected: Tax Map 4 Lot 14 at 20 Portsmouth Ave, Stratham NH, 03885

Referring to the above application for a Conditional Use Permit and Site Plan Review Permit under the requirements of the Stratham Zoning Ordinance.

So as to allow: Chipotle Restaurant of Tax Map 4 Lot 14; *a.k.a* 20 Portsmouth Ave, Stratham NH, 03885, submitted by NP Stratham LLC, 150 East 58th Street, 20th floor, New York City, NY 10155 represented by Kenneth Knowles.

The Board based its decision on plans, supporting oral and written information, and record 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 Municipal Center. This information shall be incorporated into the decision by reference.

As a result of such consideration, at its meeting of February 19, 2020 and after a public hearing, the Planning Board completed its consideration of the proposal and found that the application was in Substantial Compliance with the Stratham Zoning Ordinance. Mr. Canada made a motion to APPROVE the proposal for a Conditional Use Permit and Site Plan Review Permit as received by the Planning Board February 19, 2020, at Tax Map 4 Lot 14; a.k.a 20 Portsmouth Ave, Stratham NH, 03885, subject to conditions as attached and incorporated hereto. Mr. Laverty seconded the motion. Motion carried unanimously.

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.

Waiver Requests:

Applicant submitted a waiver request letter dated January 10, 2020. The Planning Board accepted these waivers as presented and approved all those specified in the letter at their February 19, 2020 meeting.

Conditions Precedent:

1. Applicant to ensure Mylar presents correct address, map, and lot numbers to satisfaction of the Stratham Assessing Department.
2. Applicant shall submit one full size paper copy of Mylar at time of Mylar submission.
3. Applicant shall note bike rack location on the Mylar.
4. Applicant shall update all project sheets to correlate with elevation renderings as presented February 19, 2020, to the Planning Board.
5. Applicant shall locate and enumerate all freestanding signs, as presented in the elevation renderings, on the site plan; enumerated signs shall include size and square foot information in plan notes.
6. Applicant shall include note on Mylar indicating 'year round access and maintenance responsibilities of the property owner related to the proposed NH 108 parallel sidewalk depicted on site plan'.
7. Applicant shall present compliance efforts with NHDOT related to 'change of use' permits prior to recordation.
8. Applicant shall submit photometric analysis for the proposed project to show conformance with Site Plan Regulations.
9. Applicant shall revise site plan to include note stating 'Patio and dining area lights shall be turned off at close of regular business hours.' This condition does not affect required emergency lighting fixtures.
10. Applicant shall submit revised landscaping plan to remain consistent with the plan as presented to the Planning Board February 19, 2020.

Conditions Subsequent:

1. Applicant shall submit a performance surety in accordance with the Site Plan Regulations.
2. Applicant shall submit a complete as built, including an electronic copy thereof which can be utilized by Town GIS software.
3. Applicant shall install sidewalk and related infrastructure to connect the sidewalk as shown on submitted site plan, across the Parkman Brook Plaza access drive (crosswalk) to a connection point on the south side of the Plaza access drive with appropriate NHDOT permits and permissions. Applicant shall be responsible for no more than $15,000.00 of any signalization infrastructure costs related to this effort.

Thomas A. House
Planning Board Chair

2/26/2020
Date

TOWN OF STRATHAM
Incorporated 1716
10 Bunker Hill Avenue, Stratham NH 03885
Town Clerk/Tax Collector 603-772-4741
Select Board/Administration/Assessing 603-772-7391
Code Enforcement/Building Inspections/ Planning (603) 772-7391
Fax (All Offices) 603-775-0517

TO: Select Board

FROM: Vanessa Price, Director of Planning & Building

FOR: August 3, 2026, Select Board Meeting

RE: 217 Portsmouth Ave – Building Permit Issuance, Legacy Lane

The applicant has requested foundation-only building permits for several home sites within the condominium subdivision located at 217 Portsmouth along Legacy Lane.

During the review of the applications, the Interim Building Inspector has communicated with the applicant on several occasions regarding deficiencies in the submitted plans. Specifically, the foundation plans do not depict emergency escape and rescue openings as required by Section R310 of the 2021 International Residential Code (IRC). Additionally, the building plans submitted with the foundation-only permit applications are marked " Presentation Purposes," indicating they are not final construction documents.

The Interim Building Inspector has also expressed concern about issuing building permits for the properties located at 217 Portsmouth Avenue (Legacy Lane) without a performance surety in place. However, Town Counsel has advised that the Planning Board did not require a surety as part of its approval of the condominium subdivision. Pursuant to Section 2.8(A)(2) of the Subdivision Regulations, the Planning Board *may* require surety, but it did not exercise that authority in this case. Accordingly, the Town has no legal basis to require a surety at this stage of the permitting process.

Staff recommends that, once the applicant submits revised plans demonstrating compliance with the 2021 International Residential Code, including the requirements of Section R310, the Select Board authorize the issuance of the requested foundation-only building permits.

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

COMMITTEE APPOINTMENT APPLICATION

Place an X next to your choice(s)

______Communications & Community Engagement	______Recreation Commission
______Conservation Commission	______Stratham Community Garden
______Energy Commission	______Summerfest Committee
______Exeter Squamscott River Advisory Committee	______Zoning Board of Adjustment
______Heritage Commission	______Other ______________
X Planning Board	

Jameson Paine
Applicant Name (print)

Phone #

Address

Email

Registered Voter of Stratham? YES X NO_____ Number of Years as a Resident 19

I would like to be considered by the Select Board for appointment to the Town board/commission/ committee(s) indicated above because:

I have a substantial interest in land planning and how it affects the thoughtful growth and character development of Stratham. My background provides deep insight into both short and long-term planning processes. I would appreciate the opportunity to help the Town grow in a manner that sets it up for a successful future, while maintaining connections to its heritage.

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

I have a Bachelors degree in Community Development from UNH (graduated 1994). I have over 30 years of land planning experience. I have worked in senior or executive roles for private land and environmental planning firms, a regional civil engineering firm, and served for eight years as the North American Director for KW Commercial's Government Services (KWGS) team. I am a member of the NH Planners Associaton. I was a member of NHPA's Legislative Committee for 10 years. I served for four years as the chair of the Pease Development's Restoration Advisory Board. I was previously on the Planning Board for 11 years, stepping down as the Vice Chairman.

Signature of Applicant

7/22/2026
Date