

## MEMORANDUM

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

FROM: David Moore, Town Administrator

DATE: February 18, 2021

RE: Select Board Agenda and Materials for the **February 22, 2021 Special Meeting**

Please allow this memorandum to serve as a guide to the Select Board Meeting agenda for February 22, 2021.

In coordination with the Chair, this meeting has been scheduled as a special meeting to focus on the draft PFAS Remedial Action Plan and next steps. There are a few other items prepared for your agenda that are timely.

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

We are finalizing draft versions of minutes for the following dates: January 19, 2021; February 1, 2021; February 8, 2021.

### **IX. Discussion of Monthly Reports – (second meeting of the Month)**

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

#### **A. PFAS Remedial Action Plan & Groundwater Management Permit Application Review and Discussion**

Mr. Russ Barton and Mr. Jim Ricker will be in attendance at your meeting on Monday to review the draft Remedial Action Plan for the PFAS contamination in Town Center. They have prepared a **presentation, which is attached to this memo**. Here is the link to the draft Remedial Action Plan posted on the Town's website:

[https://www.strathamnh.gov/sites/g/files/vyhlf5051/f/news/str0001\\_remedial\\_action\\_plan\\_011421\\_-\\_reduced.pdf](https://www.strathamnh.gov/sites/g/files/vyhlf5051/f/news/str0001_remedial_action_plan_011421_-_reduced.pdf). I have asked Shanti Wolph Building Inspector/Code Enforcement Officer to attend the meeting.

#### **B. Review of Request for Coalition Communities 2.0**

As you are aware, the Town has been reached out to by “similarly situated communities” regarding organizing efforts to reconstitute a group to advocate against effort to reinstitute a “donor” system of taxation for the Statewide Education Property Tax

(SWEPT). I have enclosed the outreach materials the Board received earlier this month. The group requests response from communities in their interest in joining the group by February 28, 2021 (or earlier).

### **C. Request from Heritage Commission – Encumbering Funds**

The Heritage Commission has reached out to the Select Board through me to request the Select Board’s approval for encumbering (through a professional services contract) and expending Heritage Preservation Funds for the purposes of securing a historic resource inventory for a property on River Road. I have attached the proposed scope of work provided by the Heritage Commission.

I would recommend the following motion: **to vote to approve the request to expend up to \$8,000 from the Heritage Preservation Fund for the purposes of performing an historic resource inventory at 25 River Road and further to authorize the Town Administrator to execute an agreement affecting the same.**

### **D. Assessing RFP - draft**

Following a meeting on Friday, I plan to bring to the meeting on Monday an updated draft RFP for Assessing services I would like to discuss with the Board.

- XI. Town Administrator Report
- XII. Informational Items
- XVI. Miscellaneous & Old Business
- XVII. 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 FEBRUARY 22, 2021 7:00 P.M.

### SPECIAL MEETING

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

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

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

#### **COVID Public Meeting Notice**

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

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

If at any time during the meeting you have difficulty hearing the proceedings, please e-mail [dmoore@strathamnh.gov](mailto:dmoore@strathamnh.gov).

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

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

- I. Call to order
- II. Roll Call
- III. Consideration of Minutes – January 19, 2021; February 1, 2021; February 8, 2021

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.



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- IV. Discussion of Monthly Reports – (second meeting of the Month)
- V. New Business and Action Items
  - A. PFAS Remedial Action Plan & Groundwater Management Permit Application Review and Discussion
  - B. Review of Request for Coalition Communities 2.0
  - C. Request from Heritage Commission – Encumbering Funds
  - D. Assessing RFP - draft
- VI. Town Administrator Report
- VII. Informational Items
- VIII. Miscellaneous & Old Business
- IX. Adjournment

# Per- and Polyfluoroalkyl Substances (PFAS) in the Stratham Town Center *Update*

Prepared for: The Town of Stratham, New Hampshire

Wilcox & Barton, Inc.  
February 1, 2021



**Wilcox & Barton** INC.  
CIVIL • ENVIRONMENTAL • GEOTECHNICAL





## *Objectives*

- › *Brief* recap
- › NHDES Request for a Remedial Action Plan (RAP) and Groundwater Management Permit (GMP) Application
- › September/October sampling event results
- › Content of RAP, expectations for GMP
- › What's next?
- › Q&A



## *Brief Recap and Recent Update*



- › September 2019: Town Hall meeting and update
- › Debate over MCLs/AGQS in late 2019
- › February 24, 2020: Focused SI completed
- › July 21, 2020: NHDES issues request for RAP and GMP Application
- › Fall 2020 Groundwater and Drinking Water Sampling
- › January 2021: Draft RAP and GMP Application prepared





| MW-1     |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>180</b>   | <b>170</b>   | <b>230</b>   |
| PFOA     | <b>78</b>    | <b>70</b>    | <b>110</b>   |
| PFOS     | <b>25</b>    | <b>20</b>    | <b>68</b>    |
| PFNA     | ND           | ND           | ND           |

| MW-3     |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>800</b>   | <b>580</b>   | <b>380</b>   |
| PFOA     | <b>320</b>   | <b>240</b>   | <b>170</b>   |
| PFOS     | <b>170</b>   | <b>170</b>   | <b>140</b>   |
| PFNA     | 4.0          | 4.1          | 2.7          |

| MW-103   |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>250</b>   | <b>220</b>   | <b>140</b>   |
| PFOA     | <b>39</b>    | <b>41</b>    | <b>33</b>    |
| PFOS     | <b>80</b>    | <b>150</b>   | <b>170</b>   |
| PFNA     | 3.3          | 4.0          | ND           |

| MW-102   |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>520</b>   | <b>940</b>   | <b>410</b>   |
| PFOA     | <b>33</b>    | <b>38</b>    | <b>53</b>    |
| PFOS     | <b>870</b>   | <b>1,300</b> | <b>3,900</b> |
| PFNA     | ND           | ND           | ND           |

| MW-5     |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>300</b>   | <b>240</b>   | <b>170</b>   |
| PFOA     | <b>83</b>    | <b>84</b>    | <b>71</b>    |
| PFOS     | <b>99</b>    | <b>98</b>    | <b>73</b>    |
| PFNA     | ND           | ND           | ND           |

| MW-104   |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>310</b>   | <b>280</b>   | <b>240</b>   |
| PFOA     | <b>140</b>   | <b>150</b>   | <b>110</b>   |
| PFOS     | <b>420</b>   | <b>310</b>   | <b>190</b>   |
| PFNA     | ND           | ND           | ND           |

| MW-105   |              |              |              |
|----------|--------------|--------------|--------------|
| DATE     | 07/15/19     | 07/29/19     | 09/30/20     |
| COMPOUND | CONC. (ng/L) | CONC. (ng/L) | CONC. (ng/L) |
| PFHxS    | <b>64</b>    | <b>69</b>    | <b>150</b>   |
| PFOA     | <b>15</b>    | <b>12</b>    | <b>100</b>   |
| PFOS     | <b>2,400</b> | <b>1,900</b> | <b>230</b>   |
| PFNA     | ND           | ND           | ND           |

**AGQS**  
 PFHxS: 18 ppt  
 PFOA: 12 ppt  
 PFOS: 15 ppt  
 PFNA: 11 ppt

### LEGEND

- MW-1 MONITORING WELL
- PROPERTY LINE

### CONTAMINANT DISTRIBUTION

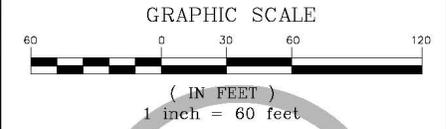
NOTE: ONLY COMPOUNDS WITH CORRESPONDING AMBIENT GROUNDWATER QUALITY STANDARDS SHOWN

| DATE     | 09/30/20     | DATE  | COLLECTION DATE      |
|----------|--------------|-------|----------------------|
| COMPOUND | CONC. (ng/L) | CONC. | CONCENTRATION        |
| NAME     | VALUE        | ng/L  | NGANOGRAMS PER LITER |

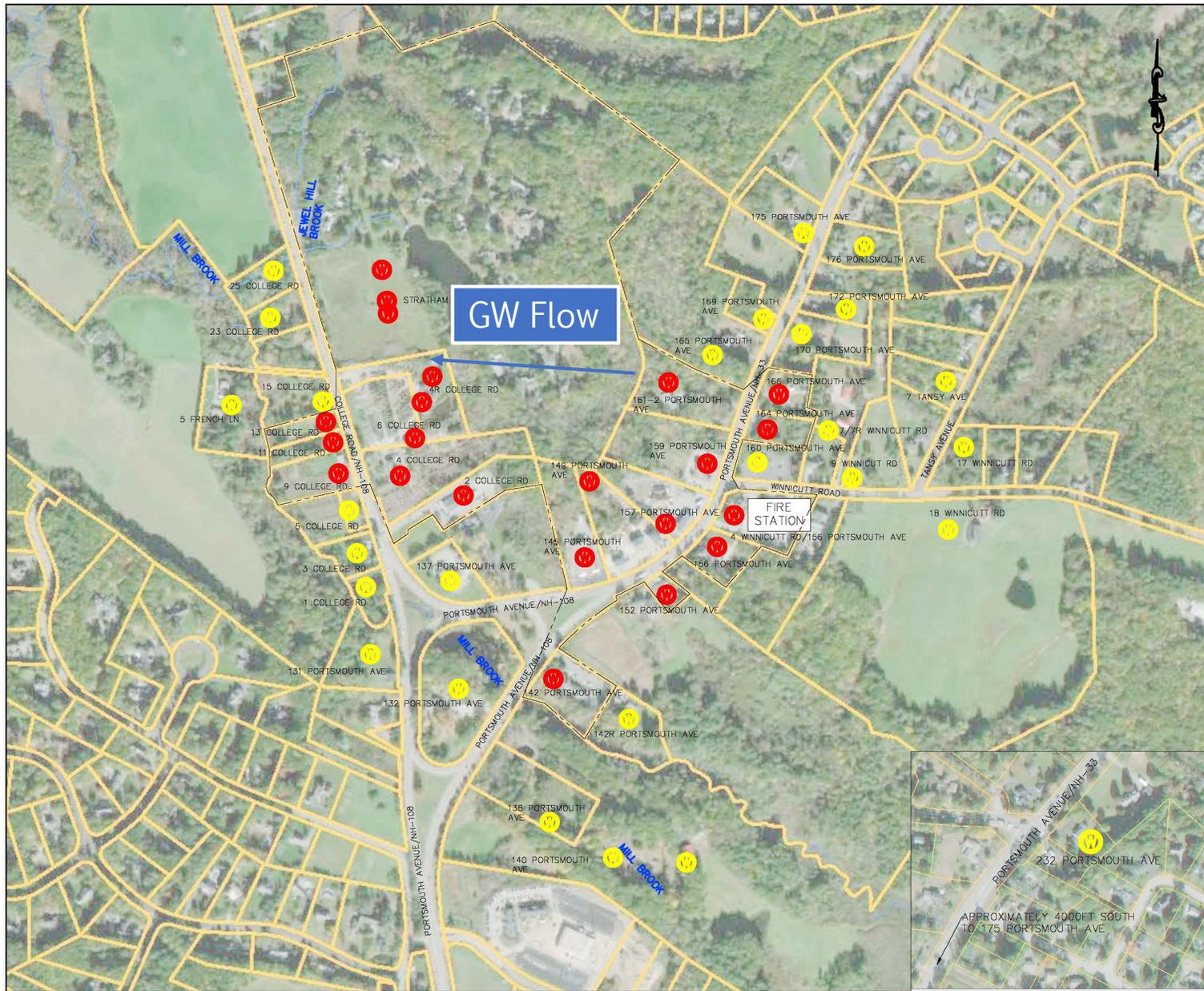
- PFOA PERFLUOROOCCTANOIC ACID
- PFOS PERFLUOROOCCTANESULFONIC ACID
- PFHxS PERFLUOROHEXANESULFONIC ACID
- PFNA PERFLUORONONANOIC ACID
- ND NOT DETECTED
- BOLD** INDICATES EXCEEDANCE OF CORRESPONDING CRITERIA

### NOTES

- ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
- PLAN BASED ON STRATHAM GIS DATA, AERIAL MAPS, SITE VISITS, WILCOX & BARTON INC. SURVEY DATA, AND A SITE CONSTRUCTION RECORD DRAWING PREPARED BY SEVERINO TRUCKING CO., INC. DATED NOVEMBER 20, 2008.
- THIS PLAN IS NOT A PROFESSIONAL SURVEY AND IS NOT INTENDED TO ESTABLISH PROPERTY BOUNDARIES.



|   |                       |                                   |
|---|-----------------------|-----------------------------------|
| TITLE<br><b>ANALYTICAL RESULTS - GROUNDWATER</b>  |                       |                                   |
| DATE<br>December 16, 2019   | SCALE<br>SEE GRAPHIC  | FILE<br>Master_Plan               |
| APPROVED BY<br>RWB  | DRAWN BY<br>CMH       | REVISED<br>October 29, 2020       |
| CLIENT<br>Town of Stratham, NH  | JOB NUMBER<br>STR0001 | DRAWING NUMBER<br><b>FIGURE 5</b> |
| LOCATION<br>Stratham Fire Department<br>4 Winnicutt Road<br>Stratham, New Hampshire<br>NHDES' Site #199507007 |                       |                                   |



### LEGEND

- PROPERTY LINE
- PROPOSED GMZ BOUNDARY
- DRINKING WATER WELL WITH ONE OR MORE MCL EXCEEDANCES (AS OF OCTOBER 1, 2020)
- DRINKING WATER WELL WITH ONE OR MORE DETECTIONS AT OR BELOW MCLs

### NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. PLAN BASED ON STRATHAM GIS DATA, AERIAL MAPS, SITE VISITS, WILCOX & BARTON INC. SURVEY DATA, AND NH GRANIT WELL LOCATIONS. EXACT WELL LOCATIONS UNKNOWN FOR 132, 131, 160 AND 164 PORTSMOUTH AVE, AND 18 WINNICUTT RD. DRAWING REPRESENTS APPROXIMATION.
3. THIS PLAN IS NOT A PROFESSIONAL SURVEY AND IS NOT INTENDED TO ESTABLISH PROPERTY BOUNDARIES.
4. ONLY DETECTIONS AND EXCEEDANCES FOR PFHxS, PFOA, PFOS, AND PFNA CONSIDERED, AS THESE COMPOUNDS HAVE ESTABLISHED MCLs.
5. PFAS EXCEEDANCES BASED ON SAMPLES COLLECTED BY BOTH WILCOX & BARTON INC. AND NHDES.

GRAPHIC SCALE

( IN FEET )  
1 inch = 500 feet

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|   |                       |                   |
|---|-----------------------|-------------------|
| <b>TITLE</b>  |                       |                   |
| <b>REGIONAL PFAS OVERVIEW</b>   |                       |                   |
| <b>DATE</b>   | <b>SCALE</b>          | <b>FILE</b>       |
| December 16, 2019   | SEE GRAPHIC           | Master_Plan       |
| <b>APPROVED BY</b>  | <b>DRAWN BY</b>       | <b>REVISED</b>    |
| RWB   | CMH                   | November 20, 2020 |
| <b>CLIENT</b>   | <b>JOB NUMBER</b>     |                   |
| Town of Stratham, NH  | STR0001               |                   |
| <b>LOCATION</b>   | <b>DRAWING NUMBER</b> |                   |
| Stratham Fire Department<br>4 Winnicutt Road<br>Stratham, New Hampshire | <b>FIGURE 6</b>       |                   |

# Results and Current Status



## Monitoring Wells:

- › 4 of 5 wells tested at the fire station contain PFAS at concentrations >AGQS.
- › The 5<sup>th</sup> well is located upgradient of the property and has been non-detect when sampled.
- › 3 monitoring wells across the street, and downgradient of the fire station, have PFAS at concentrations >AGQS.

## Drinking Water Wells:

- › 19 water supply wells and 3 irrigation wells contain PFAS at concentrations >MCLs.
- › The 22 wells are located on 19 properties.
- › 27 additional water supply wells contain PFAS, but at concentrations <MCLs.



# RAP/GMP Summary



## RAP:

- › The Remedial Design includes 5 design options:
  - POET: Dual Carbon Tank System (est. \$4,500-\$5,500 per home)
    - › Replacement GAC filter tank, sediment filters, UV bulb
  - POET: Dual Tank Carbon Bloc System (est. \$4,800-\$5,500 per home)
    - › Replacement cartridge, sediment filter
  - POET: Single Tank Pioneer System (est. \$2,400-\$3,500 per home)
    - › Replacement cartridge, sediment filter
  - POUT: Pentair 4 State Reverse Osmosis (est. \$900-\$1,200 per home)
    - › Replacement RO cartridges, RO membrane. *Only for locations with PFAS at concentrations <MCLs*

## GMP:

- › Includes X water supply wells on Y frequency
- › Includes X monitoring wells on Y frequency
- › Permit is for a 5-year, renewable term



# What's Next?



- › RAP and GMP Application to NHDES.
- › NHDES to review findings and provide recommendations.
- › Town to continue providing bottled water.
- › POE system vendor(s); subsequent installation.
- › Regular sampling (biannual? triannual? quarterly?) following an approved GMP from NHDES.
- › POE samples collected before and after filters to ensure effectiveness.
- › Continue “Best Management Practices” w/r/t PFAS foams.
  - *Stratham switched to a PFAS-free product in approximately 2000*

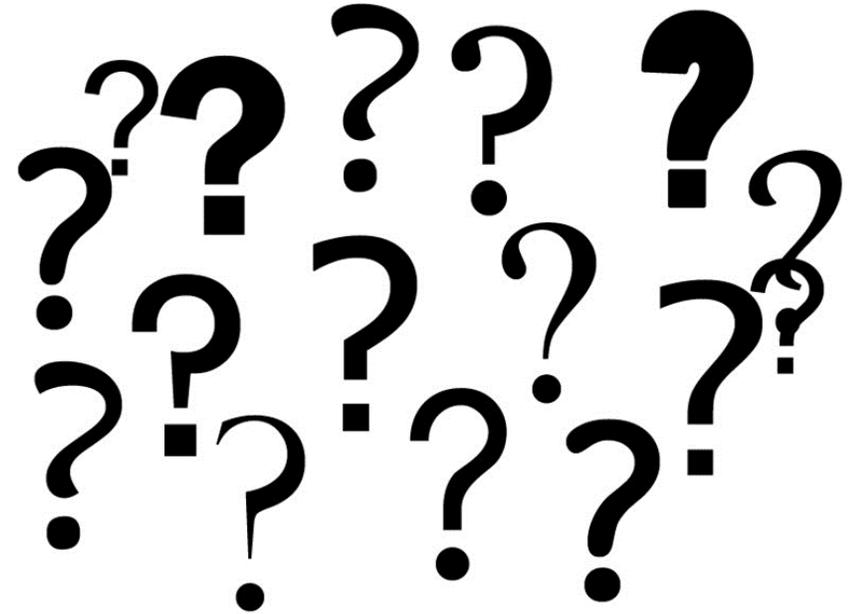




# Questions?

*Thank you!*

Russell Barton  
Wilcox & Barton, Inc.  
[rbarton@wilcoxandbarton.com](mailto:rbarton@wilcoxandbarton.com)  
(603) 369-4190, x502



## INTERMUNICIPAL MEMORANDUM

DATE: February 4, 2021

TO: Potential Donor City/Towns Caused by Changes in Statewide Education Funding Models

FROM: Similarly Situated Communities

RE: Commission On Education Funding Recommendation Of Return To Donor Town Education Funding Model And Coalition Communities 2.0

For approximately ten years prior to 2006, the state funded education formula created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to communities whose cost of an adequate education exceeded the amount raised in SWEPT (known as “receiver” communities). These actions were taken by the NH Legislature in response to litigation commonly referred to as the “Claremont Decisions.” Previously, former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities.” In part, due to the advocacy of the Coalition Communities through lobbying efforts and litigation, the Legislature eventually abolished the donor/receiver education funding formula. These collective efforts were funded by contributions from participating donor communities. These communities now retain their “excess” SWEPT they raise.

A Commission to Study School Funding (“Commission”) was created by the Legislature in 2019 to “review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students.” (RSA 193-E:2-e.) Various communities have monitored the Commission’s meetings and assisted in keeping former donor communities apprised of the Commission’s work. On December 1, 2020, the Commission issued its final report, which recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the “excess” SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates.

That recommendation was embodied in HB 504, on which the House Ways and Means Committee is scheduled to hold a remote hearing on February 17, 2021 at 1:30 pm. The bill, sponsored by Commission Chairman Luneau, requires municipalities to remit the state education property tax to the state (after deducting collection costs) for deposit in the Education Trusts Fund. This would mean those towns who generate excess SWEPT would no longer be able to retain the excess SWEPT. If HB 504 passes, using

Department of Education figures for FY 2022, it is estimated that your community would be one of 50 municipalities that would likely send a total of \$28 million (less collection costs) to the state for deposit in the Education Trust Fund. **Please see the enclosed spreadsheet for the estimated amount for your individual community.** In addition, your community would no longer be able to use the excess SWEPT to fund you own local education needs.

There is another significant concern regarding the Commission's Report that is not reflected in HB 504. The Commission's Report also incorporates an education funding model that attempts to create a uniform education tax rate throughout the state of approximately \$12 per thousand. The combined education tax rate would be \$12.24 (a minimum \$5 per thousand local education tax plus a \$7.24 per thousand statewide property tax). If legislation is introduced using this model, the impact on local property tax rates would be substantial. **Enclosed is also another spreadsheet that estimates the possible impact to over 70 donor communities of implementing the Commission funding model.** HB 504 is not the only bill pending before this year's legislature on this subject matter. Consequently, it and other bills are subject to amendment that may even further implement the Commission's recommendations and/or introduce other donor/receiver town funding models.

The funding model in the Commission's Report impacts former donor towns and towns that were not previously donor towns. A number of impacted communities have expressed the need and desire to resurrect the Coalition. This new group of donor towns would like to come together to advocate and lobby in opposition to a donor town funding formula. These towns now known as the **Coalition Communities 2.0** are also members of the New Hampshire Municipal Association ("NHMA"). Although NHMA provides advocacy and lobbying services to its members, its position on specific legislation is restricted to legislation of general interest to its members and supported by clear member-adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula.

Given the described historical information and that education funding is a complex issue, it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19. The Coalition Communities 2.0 are going back to their governing boards to confirm their participation in a new education funding group being formed to advocate against any education funding formula that would use the property tax to create a donor town funding model. The group is working to formalize an agreement with each other to pool resources to hire a lobbyist to assist in advocacy and communication services and other professional services if needed on this issue by entering into the **attached MOU** and has issued an RFQ/P (**Scope of Work attached**) to

solicit the professional services of a lobbyist firm.

The City of Portsmouth has been the fiduciary agent for the original Coalition Communities and is willing to provide similar support to the newly formed Coalition Communities 2.0. Responses to the RFQ/P are due by February 8<sup>th</sup> after which we will better know what the potential annual cost of membership will be. The enclosed MOU contemplates the cost of membership to be based on each community's equalized assessed value as a percentage of the total equalized assessed value of all member communities. Enclosed is a spreadsheet depicting an estimate of each community's proportional share if all 50 communities were to become members and if the total annual cost of the RFQ/P were \$120,000. **These numbers are subject to change based on the total membership and the actual cost of the professional services being sought.**

We hope you will join us in this education funding debate, and share our concerns and opposition to recreating a property tax system that uses donor towns as a means for the State to meet its funding obligations of providing an adequate education to all the State's children. If you agree that your community needs a seat at the table when this divisive public policy is discussed, we ask that you review the MOU and join the Coalition 2.0 by passing the following resolution:

***PROPOSED MOTION:*** *To authorize the City/Town of \_\_\_\_\_ to participate in the newly formed Coalition Communities 2.0 and to authorize \_\_\_\_\_ to execute a MOU with the Coalition Communities 2.0 on behalf of the City/Town in a form similar to the attached, and to further authorize until rescinded \_\_\_\_\_ to represent the City/Town regarding to all matters related to membership in the Coalition Communities 2.0.*

If you have any further questions concerning the information provided, please feel free to contact either Jane Ferrini of the City of Portsmouth at [jferrini@cityofportsmouth.com](mailto:jferrini@cityofportsmouth.com), or Paul Deschaine of the Town of Newington at [pdeschaine@townofnewingtonnh.com](mailto:pdeschaine@townofnewingtonnh.com). **We ask that you respond to this invitation by February 28, 2021. If you elect to become a member please take action on the proposed motion and provide evidence of that action by completing the enclosed Authorization and Signature form, which is the last page of the MOU.** Then, mail the entire package to:

COALITION COMMUNITIES 2.0  
c/o City Of Portsmouth, NH  
Attention: Jane Ferrini  
1 Junkins Avenue  
Portsmouth, NH 03801

We thank you for your time and consideration of this invitation to join us in this endeavor of mutual interest.

**USING NHDRA  
MUNICIPAL AND PROPERTY DIVISION  
2019 Equalization Survey Including Utilities and Railroad**

|    | A              | B   | C                              | D                    | E  |
|----|----------------|---|--------------------------------|----------------------|--|
| 1  | Municipality   | 2019 Total Equalized Value Including Utilities & RR Tax | % of the Total Equalized Value | Estimated Assessment | Estimated Annual Cost of Lobbying Contract |
| 2  | Portsmouth     | 6,784,387,454   | 9.4%                           | \$11,316             | \$120,000                                  |
| 3  | Salem          | 5,758,775,055   | 8.0%                           | \$9,606              |  |
| 4  | Hampton        | 4,057,698,779   | 5.6%                           | \$6,768              |  |
| 5  | Moultonborough | 3,610,712,814   | 5.0%                           | \$6,023              |  |
| 6  | Windham        | 3,127,881,124   | 4.3%                           | \$5,217              |  |
| 7  | Seabrook       | 3,005,723,286   | 4.2%                           | \$5,014              |  |
| 8  | Rye            | 2,536,438,251   | 3.5%                           | \$4,231              |  |
| 9  | Hanover        | 2,525,982,954   | 3.5%                           | \$4,213              |  |
| 10 | Lebanon        | 2,514,260,093   | 3.5%                           | \$4,194              |  |
| 11 | Meredith       | 2,335,103,686   | 3.2%                           | \$3,895              |  |
| 12 | Wolfeboro      | 2,326,208,167   | 3.2%                           | \$3,880              |  |
| 13 | Gilford        | 2,127,633,134   | 3.0%                           | \$3,549              |  |
| 14 | Alton          | 1,983,379,465   | 2.8%                           | \$3,308              |  |
| 15 | Conway         | 1,855,949,037   | 2.6%                           | \$3,096              |  |
| 16 | Stratham       | 1,576,544,944   | 2.2%                           | \$2,630              |  |
| 17 | Hollis         | 1,554,092,744   | 2.2%                           | \$2,592              |  |
| 18 | Sunapee        | 1,490,567,633   | 2.1%                           | \$2,486              |  |
| 19 | New London     | 1,321,078,870   | 1.8%                           | \$2,204              |  |
| 20 | Durham         | 1,312,883,720   | 1.8%                           | \$2,190              |  |
| 21 | North Hampton  | 1,290,053,186   | 1.8%                           | \$2,152              |  |
| 22 | Bartlett       | 1,249,472,584   | 1.7%                           | \$2,084              |  |
| 23 | Wakefield      | 1,212,936,197   | 1.7%                           | \$2,023              |  |
| 24 | Tuftonboro     | 1,202,255,928   | 1.7%                           | \$2,005              |  |
| 25 | Atkinson       | 1,198,704,778   | 1.7%                           | \$1,999              |  |
| 26 | Newington      | 1,073,222,127   | 1.5%                           | \$1,790              |  |
| 27 | Lincoln        | 1,040,831,599   | 1.4%                           | \$1,736              |  |
| 28 | Greenland      | 954,307,897   | 1.3%                           | \$1,592              |  |
| 29 | Newbury        | 913,248,475   | 1.3%                           | \$1,523              |  |
| 30 | Holderness     | 859,052,706   | 1.2%                           | \$1,433              |  |
| 31 | New Castle     | 802,742,782   | 1.1%                           | \$1,339              |  |
| 32 | Freedom        | 604,201,127   | 0.8%                           | \$1,008              |  |
| 33 | Madison        | 601,827,914   | 0.8%                           | \$1,004              |  |
| 34 | Hampton Falls  | 549,417,101   | 0.8%                           | \$916                |  |
| 35 | Sanbornton     | 547,089,540   | 0.8%                           | \$913                |  |
| 36 | New Durham     | 541,924,712   | 0.8%                           | \$904                |  |
| 37 | Center Harbor  | 513,395,718   | 0.7%                           | \$856                |  |
| 38 | Jackson        | 475,735,649   | 0.7%                           | \$794                |  |
| 39 | Monroe         | 472,062,380   | 0.7%                           | \$787                |  |
| 40 | Sandwich       | 455,266,261   | 0.6%                           | \$759                |  |
| 41 | Bridgewater    | 425,913,059   | 0.6%                           | \$710                |  |

**USING NHDRA**  
**MUNICIPAL AND PROPERTY DIVISION**  
**2019 Equalization Survey Including Utilities and Railroad**

|    | A                        | B   | C                              | D                    | E  |
|----|--------------------------|---|--------------------------------|----------------------|--|
| 1  | Municipality             | 2019 Total Equalized Value Including Utilities & RR Tax | % of the Total Equalized Value | Estimated Assessment | Estimated Annual Cost of Lobbying Contract |
| 42 | Carroll                  | 384,957,932   | 0.5%                           | \$642                |  |
| 43 | Waterville Valley        | 333,107,638   | 0.5%                           | \$556                |  |
| 44 | Franconia                | 332,217,273   | 0.5%                           | \$554                |  |
| 45 | Pittsburg                | 330,355,095   | 0.5%                           | \$551                |  |
| 46 | Canterbury               | 324,226,271   | 0.5%                           | \$541                |  |
| 47 | Hebron                   | 320,159,924   | 0.4%                           | \$534                |  |
| 48 | Woodstock                | 303,290,184   | 0.4%                           | \$506                |  |
| 49 | Hancock                  | 282,972,606   | 0.4%                           | \$472                |  |
| 50 | Washington               | 274,182,746   | 0.4%                           | \$457                |  |
| 51 | Dublin                   | 267,826,093   | 0.4%                           | \$447                |  |
| 52 | Total Top 50 Donor Towns | 71,942,258,693  | 100.0%                         | \$120,000.0          |  |

## **SCOPE OF WORK**

**OBJECTIVE:** The Coalition Communities 2.0 seek to enter into an independent contractor relationship with an individual or organization to provide three (3) tiers of services to include lobbying, legal, and/or communication services for the legislative years 2021-2022.

**BACKGROUND:** For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to communities whose cost of an adequate education exceeded the amount raised in SWEPT (known as “receiver” communities). Portsmouth, along with other donor towns, worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities”

A Commission to Study School Funding (“Commission”) was created by the Legislature in 2019. On December 1, 2020, the Commission issued its final report which recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess state education property tax to remit the “excess” to the state for redistribution to towns whose cost of an adequate education is more than the state education property tax the town generates. While the Commission did a thorough job in assessing students’ educational needs throughout the state, it failed to adequately address how those needs should be funded by improperly relying on the historically overburdened property tax to fund education. (see [https://carsey.unh.edu/school-funding?utm\\_source=email&utm\\_medium=lmnm&utm\\_campaign=carsey-research](https://carsey.unh.edu/school-funding?utm_source=email&utm_medium=lmnm&utm_campaign=carsey-research) for further details)

Education funding is a complex issue and it would be unduly burdensome and costly for each potential donor town to separately track, advocate, and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19. A new group of donor towns, called the Coalition Communities 2.0 is in the process of forming to pool resources for professional services as more fully set forth below. (See Exhibit I—a draft of the organizing Memorandum of Understanding)

**BASIC SERVICES:** Responsibilities of the Lobbyist/Advocate: To represent the interests of the Coalition Communities 2.0 before the New Hampshire General Court during the 2021-2022 biennium. Specifically, the Lobbyist/Advocate shall advocate for, provide information about and oppose selected bills, which are introduced during the session that address education funding primarily through an increase in the state education property tax and/or local property tax which

would create an education funding formula that returns to a donor and receiver town education funding concept. The Lobbyist/Advocate will exercise their responsibilities consistent with the legislative rules governing the conduct of lobbyists in New Hampshire. It is further expected that, when necessary, the Lobbyist/Advocate will participate remotely or be physically present at the legislature to attend hearings, discuss bills with legislative members, and testify on pending matters. The Lobbyist/Advocate will regularly communicate on activities to the Joint Board of the Coalition Communities 2.0 and work with its members to create communication plans and strategies for messaging and outreach to oppose donor/receiver education funding legislation.

***SERVICE TIERS TO BE PROVIDED***

1. Lobbying and Legislative Advocacy (Basic and Required)
2. Communications Planning (Possible Additional Services)
3. Legal Services (Optional Future Services Not Presently Required)

**Nothing in this RFQ/P prohibits multiple firms from collaborating in making a unified proposal that addresses all three Service Tiers.**

**EXHIBIT C**  
**AUTHORIZATION AND SIGNATURE**

The person executing this MEMORANDUM OF UNDERSTANDING, FOR PROFESSIONAL SERVICES BETWEEN THE COALITION COMMUNITIES 2.0 (Agreement) on behalf of the Town of \_\_\_\_\_ represents and warrants that they have all legal authority and authorization necessary to enter into this Agreement, and that such person has been duly authorized by its City/Town Council/Board of Selectmen to execute this Agreement on behalf of the undersigned City/Town and **will attach, as a separate exhibit, evidence of such authorization.** Further, the person executing this Agreement has been duly authorize to represent the undersigned City/Town as a member with regard to any terms contained within the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DATE: \_\_\_\_\_

CITY/TOWN OF: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

BEST AVAILABLE TELEPHONE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**FOR PROFESSIONAL SERVICES**  
**BETWEEN THE COALITION COMMUNITIES 2.0**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the City of Portsmouth and the Towns/Cities of ----- (hereinafter referred collectively as “Coalition Communities 2.0”) and each understands and agrees to the commitments, terms, and conditions contained in this Agreement.

**WHEREAS**, For approximately ten years prior to 2006, the state funded education through a formula that created what was commonly known of as “donor” and “receiver” towns. Under this formula, a community was characterized as a donor community if it raised more in Statewide Education Property Tax (“SWEPT”) than the state’s calculation of that community’s total cost of an adequate education for its students. This “excess” SWEPT was then distributed by the state to the community’s whose total cost of education exceeded the amount raised in SWEPT (known as “receiver” communities).

**WHEREAS**, The former donor towns worked together to challenge the donor/receiver education funding formula through the formation of a group known as the “Coalition Communities”. In part, due to the advocacy and lobbying efforts of the Coalition Communities, the legislature abolished the donor/receiver education funding formula and from 2006 through the present, communities now retain the “excess” SWEPT they raise.

**WHEREAS**, A Commission to Study School Funding (“Commission”) was created by the NH Legislature in 2019 to “review the education funding formula and make recommendations to ensure a uniform and equitable design for financing the cost of an adequate education for all public-school students.” RSA 193-E:2-e;

**WHEREAS**, The Commission’s Report, issued on December 1, 2020, recommends, in part, the return of a donor/receiver education funding model by recommending that communities that generate excess SWEPT remit the “excess” SWEPT to the state for redistribution to towns whose cost of an adequate education is more than the SWEPT the town generates;

**WHEREAS**, The Commission’s Report was comprehensive in its analysis of students’ needs and in identifying the deficiencies in how the state fulfills its constitutional obligations to provide students with an adequate education but seriously deficient in its misplaced reliance on the broken and overburdened system of funding education through the property tax.

**WHEREAS**, Legislation will be introduced in 2021 that adopts in similar fashion the Commission’s recommendation of a donor/receiver education funding formula, which will have a substantially negative effect on the taxpayers from newly created donor communities (“Coalition Communities 2.0”);

**WHEREAS**, All Coalition Communities 2.0 are members of the New Hampshire Municipal Association (“NHMA”). NHMA provides advocacy and lobbying services to its members but it may not lobby on behalf of specific legislation supported or opposed by a municipality unless it is of interest to its members generally and supported by clear member-

adopted policy positions as legislative principles. NHMA's current legislative policy on education does not specifically oppose a donor/receiver education funding model. NHMA does not take a position on issues that pit one set of communities against another set of communities. Without majority membership support, NHMA's ability to lobby on behalf of the Coalition Communities 2.0 is severely limited and leaves its Coalition Community 2.0 members at a disadvantage in their ability to effectively advocate in opposition to legislation that would recreate a donor/receiver education funding formula;

**WHEREAS**, RSA 31:9 provides that "[t]owns may at any legal meeting authorize the employment by the selectmen of counsel in legislative matters in which the town is directly or indirectly interested, or may ratify the previous employment by the selectmen of such counsel and may grant and vote money therefor.";

**WHEREAS**, Education funding is a complex issue and it would be unduly burdensome and costly for each town to separately track, advocate and lobby in opposition to education funding legislation that supports a donor/receiver model, particularly during COVID-19;

**WHEREAS**, The Coalition Communities 2.0 seek to share the cost of professional services, including but not limited to lobbying, communication, legal, and other professional services if required to advocate and educate others regarding its opposition to public policies related to the use of the property tax to fund education

THEREFORE, the Coalition Communities 2.0 enter into this Agreement for the purposes set forth above, as follows:

I. **DEFINITIONS**

A. "Advocate" shall mean the individual hired to provide professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

B. "Agreement" shall mean this document, this Memorandum of Understanding for Professional Services Between the Coalition Communities 2.0.

C. "Biennium" shall mean the current two-year term of the legislature beginning January, 2021 and ending December, 2022.

D. "Coalition Communities" shall mean donor towns under prior education funding formulas.

E. "Coalition Communities 2.0" shall mean any potential donor towns under an education funding formula that adopts the Commission's recommendation or any portion thereof that returns to a donor/receiver education funding formula. See also Member.

F. "Commission" shall mean the Commission to Study School Funding created by RSA 193-E:2-e.

G. "Donor communities" shall mean a community that when SWEPT is assessed

on the municipality's total equalized assessed property value, SWEPT raises more funds than the state's calculated cost of an adequate education assessed for all students. This excess SWEPT is remitted to and distributed by the state to receiver communities.

H. "Excess SWEPT" shall mean when the SWEPT is applied to the equalized property value of a town, it raises more in SWEPT than the state's calculated cost of an adequate education for all students in its community.

I. "Joint Board" shall mean the Joint Board for the Coalition Communities 2.0's Joint Board, which will be the oversight board for the Coalition Communities 2.0. This Joint Board shall not be confused with the Board of Selectmen for the individual towns that are members of the Coalition Communities 2.0.

J. "Lobbying Services" are the professional lobbying services, as further described in the Request for Proposal attached as Exhibit A.

K. "Member" shall mean a town or city that is a potential new donor town and party to this Agreement. A Member has contributed its full Assessment and is a full voting member. The Joint Board may create Associate Membership or other types of memberships for those towns who have made a contribution but not in the full amount of the suggested Assessment.

L. "Receiver Communities" shall mean a community that when SWEPT is assessed on the municipality's total equalized assessed property value, SWEPT raises less than the state's calculated cost of an adequate education for all its students. The state distributes excess SWEPT raised by donor communities to receiver communities to meet its obligation to fund an adequate education.

M. "Report" shall mean the report of the Commission entitled *Our Schools, Our Kids; Achieving Greater Equity for New Hampshire Students and Taxpayers, A Report From The Commission to Study School Funding, Submitted to the New Hampshire General Court, December 1, 2020 Relative to RSA 193-E:2-e*.

N. "SWEPT" shall mean the Statewide Education Property Tax or any other form of property tax assessed by the State of New Hampshire.

## II. **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to allow the Coalition Communities 2.0 to jointly hire an advocate for professional lobbying, communication and legal services or other professional services and to share the costs associated with these services as more fully set forth in the Scope of Services attached as Exhibit A or other future contracts or Requests.

## III. **DURATION OF AGREEMENT**

The term of this Agreement runs concurrent with the current biennium of the legislature from January , 2021 through December 31, 2022. This Agreement may be renewed for an additional two-year term by vote of the majority of the Members after receipt of authorization

from its board of selectmen or city council at its annual meeting held in July.

IV. **MEMBERSHIP**

The undersigned hereby organize and constitute themselves as Members of the Coalition Communities 2.0. The Members are listed in Exhibit B, which is attached and incorporated hereto. Each Member is authorized to participate by vote of its Board of Selectmen or City Council and copies of these votes are attached and incorporated as Exhibit C. Each signatory is an authorized representative of its town or city.

Members shall be limited to fifty (50). There will be an organizational meeting of the Members within 15 days of the execution of this Agreement. At the organizational meeting the Members will elect the Joint Board members as more fully described in Section V. Each Member is afforded one vote in all matters upon which require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

V. **JOINT BOARD**

1. Purpose of Joint Board

A. The Joint Board has the authority to enter into contracts on behalf of the Members, including but not limited to professional services contracts for lobbying, communication, legal and other professional services approved by majority vote of the Members, to hire, supervise, advise and direct the activities of the professionals hired under the terms any contract, to negotiate with respect to all matters relating to this Agreement, to request, collect, hold, accept, invest, disperse and expend funds, to approve bills and circulate documents necessary in order to keep Members informed of activities pursuant to this Agreement and conduct such other activities as the Joint Board deems necessary and proper to carry out the purposes of this Agreement.

B. The Joint Board shall have the sole authority to approve an annual operating budget, which it shall transmit to the Members.

C. Officers: Beginning with its first meeting and then annually thereafter, the Joint Board shall elect a Chair, Vice Chair and a Clerk from the members of the Joint Board. The Chair shall serve as the official spokesperson for the Members.

2. Membership of Joint Board

A minimum of five regular members of the Joint Board shall be comprised of three town/city managers and two elected officials from its Members. All Joint Board members shall be nominated at the Members' organizational meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term,

the Members will elect Joint Board members at its first meeting during the first 30 days of the second term. There are no term limits for Joint Board members. Joint Board members may be supported by appropriate staff from its community.

Joint Board members and its officers shall not be personally liable for any debt, liability or obligation of the Coalition Communities 2.0. All persons having any claim against the Coalition Communities 2.0 may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Coalition Communities 2.0.

### 3. Meetings:

- A. Annual meetings. The Joint Board shall schedule one annual meeting of the Members during the term of this Agreement after the close of the legislative session in July.
- B. Regular meetings. The Joint Board shall meet regularly at quarterly meetings or more frequently at the call of the Chair at such times and places that are mutually convenient to discuss issues of mutual concern to the Members. The Joint Board shall meet once a month with the Members while the legislature is in session. These meetings shall be held on the first Monday of every month at 11:00am. Additional meetings with Members may be scheduled either by the call of the Chair or by written request of five or more Members. The Clerk shall post proper notice of all meetings and shall record minutes pursuant to RSA 91-A:2. Attendance for purposes of quorum and voting may be by telephone or video, subject to the provision of RSA 91-A.

### 4. Voting and Alternates.

- A. Number of Joint Board members. The membership of the Joint Board is comprised of five regular members and two alternate members.
- B. Quorum. Three of the five Joint Board members in attendance at a meeting are necessary to form a quorum.
- C. Majority vote. All votes will pass by simple majority.
- D. Role of Alternates.

Alternate member(s) shall sit with all other Joint Board members during the meetings and may participate but may only vote if regular member can't participate on said item. If an alternate has already been appointed to sit in for a regular member, then the second alternate shall be appointed by the Chair.

If a Joint Board member has unexcused absences for 2 consecutive or 3 total meetings during the term of this Agreement, they will be deemed to have vacated their position and the Joint Board will be free to appoint an alternate as a regular member to the vacant position upon majority vote of the Joint Board. If a Joint Board member resigns or is unable

to continue to serve, the Joint Board will appoint an alternate as a regular member by majority vote of the Joint Board.

If alternates become regular members of the Joint Board, new alternates will be appointed by the Joint Board from all applicants that have been nominated by five or more Members.

## VI. FINANCIAL AGREEMENT

A. Apportionment of Cost: The Coalition Communities 2.0 agree that they will apportion costs as follows:

Apportionments shall be assessed annually to each Member by the 30<sup>th</sup> of January (or no later than 30 days after the execution of this Agreement by all parties) of each year of the Agreement. The Apportionment may be based on each Member's percentage of the group's total equalized property value as determined by the most recent and available data from the NH Department of Revenue Administration. Once adopted, this Apportionment formula may not be amended without a majority vote of the Members. This Apportionment will take into account the contributions transferred by Members from the Claremont Coalition Account.

B. Special Associate Member. Special Associate Member Assessment shall be assessed by the Joint Board to Associate Members who are not parties to this Agreement and may not vote but have requested information and/or support the Coalition Communities efforts.

C. Fiscal Agent. The Members agree that the City of Portsmouth ("City") will be the fiscal agent for the funds described in paragraph A above. The funds will be collected by the Joint Board and held by the City for purposes set forth in this Agreement and the Request for Proposals set forth in Exhibit A. However, the Members have delegated all decisions relative to the acceptance and expenditure of funds to the authority to the Joint Board, as described more fully in section IV above

D. Accounting for Funds. The Joint Board with assistance from the Fiscal Agent shall provide to the Members from time to time, but at least quarterly, a formal accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.

E. No funds will inure to the benefit of any member of the Joint Board, private individuals, or employee of municipalities subject to this Agreement except that reasonable compensation may be paid for services rendered to the Members, including but not limited to contracted services and administrative support.

F. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Joint Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of the all Members made in the year of distribution.

## VII. Termination

A. Mutual Agreement. This Agreement may be terminated at the end of the two-year term upon mutual agreement of the Members' Boards of Selectmen and City Council. The Boards of Selectmen and City Council shall make the decision to terminate in July of the second year of the term of this Agreement.

B. Terminate Without Penalty.

If this Agreement is renewed for a second term, a Member wishing to withdraw from the Agreement shall give notice three months before the expiration of the initial two-year term and shall be responsible for its share of the Apportionment until the expiration of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement. This Agreement shall terminate upon completion of its two-year term if not renewed.

C. Termination With Penalty

A Member wishing to withdraw from the Agreement before the end of the two-year term shall be responsible for its share of the Apportionment until the completion of the term. Notice shall be in writing from the Board of Selectmen of the withdrawing Member to the Joint Board. The Joint Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.

## VIII. Other

A. Amendment: This Agreement may be amended only by written Agreement signed by the majority of Members.

B. City Council and Board of Selectman Approval: All Members undersigned have received approval of this Agreement by its City Council or Board of Selectman and have been authorized to participate by votes taken on dates attached and incorporated as Exhibit C.

C. Notices: Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. Severability: If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. Governing Law: This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.

F. Separate Document: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

t/2021legislative//donortown/MOUandIM/mou/mou2021

**Actual Revenue Estimates by Paul Deschaine Based on AIR Simulation Model Adopted by  
the Commission as Part of their Report on 12/1/2020**

|    | A                 | B   | O   | P   | R   | S  | T  |
|----|-------------------|---|---|---|---|--|--|
| 1  | Town Name         | Simulated Total State Grant for an Adequate Education (Using 2018 Data) | Simulated Total State Education Tax Rate Revenues (Using 2018 data) | Difference between the Total State Education Tax and the State Grant -----(+ means raising more tax than needed and to be Paid to the State, - means raising less tax than needed and receiving additional Grant Funds) | 2018 Actual Revenues Spent for School Operations from All Sources | Difference between Total State Grant and Actual Revenues Spent in 2018 | Net Gain (-) or Loss (+) of Tax Revenue For Education at Previous Spending Levels (green column P plus red column S) |
| 2  | Portsmouth        | \$35,322,819  | \$75,120,162  | \$39,797,342  | \$39,539,254  | \$4,216,435  | \$44,013,777   |
| 3  | Hampton           | \$22,847,203  | \$47,847,694  | \$25,000,491  | \$32,436,223  | \$9,589,020  | \$34,589,511   |
| 4  | Moultonborough    | \$8,868,147   | \$32,704,474  | \$23,836,327  | \$12,459,220  | \$3,591,073  | \$27,427,400   |
| 5  | Rye               | \$7,922,321   | \$26,547,461  | \$18,625,140  | \$13,040,295  | \$5,117,974  | \$23,743,113   |
| 6  | Seabrook          | \$16,407,228  | \$32,969,115  | \$16,561,887  | \$21,438,189  | \$5,030,961  | \$21,592,848   |
| 7  | Wolfeboro         | \$9,069,988   | \$25,277,141  | \$16,207,153  | \$16,817,155  | \$7,747,167  | \$23,954,320   |
| 8  | Salem             | \$49,854,594  | \$64,988,666  | \$15,134,072  | \$66,676,753  | \$16,822,159   | \$31,956,231   |
| 9  | Hanover           | \$16,144,714  | \$29,603,258  | \$13,458,544  | \$26,861,911  | \$10,717,197   | \$24,175,741   |
| 10 | Meredith          | \$14,187,049  | \$27,486,392  | \$13,299,343  | \$17,842,115  | \$3,655,066  | \$16,954,409   |
| 11 | Alton             | \$10,835,833  | \$22,745,874  | \$11,910,041  | \$14,962,153  | \$4,126,320  | \$16,036,361   |
| 12 | Sunapee           | \$6,608,095   | \$16,833,883  | \$10,225,788  | \$11,204,804  | \$4,596,709  | \$14,822,497   |
| 13 | New London        | \$3,851,747   | \$12,970,539  | \$9,118,791   | \$9,853,388   | \$6,001,641  | \$15,120,432   |
| 14 | Bartlett          | \$5,240,955   | \$13,888,240  | \$8,647,285   | \$7,043,267   | \$1,802,312  | \$10,449,596   |
| 15 | Tuftonboro        | \$4,011,583   | \$12,045,336  | \$8,033,753   | \$6,762,351   | \$2,750,768  | \$10,784,521   |
| 16 | Gilford           | \$17,254,936  | \$25,033,512  | \$7,778,576   | \$19,540,120  | \$2,285,184  | \$10,063,760   |
| 17 | Newington         | \$1,378,441   | \$8,696,435   | \$7,317,993   | \$2,094,389   | \$715,948  | \$8,033,941  |
| 18 | Lincoln           | \$2,439,380   | \$9,432,017   | \$6,992,636   | \$4,790,717   | \$2,351,337  | \$9,343,973  |
| 19 | Newbury           | \$3,525,050   | \$9,626,880   | \$6,101,830   | \$6,662,902   | \$3,137,852  | \$9,239,681  |
| 20 | Holderness        | \$4,120,489   | \$9,543,214   | \$5,422,725   | \$6,556,114   | \$2,435,625  | \$7,858,350  |
| 21 | New Castle        | \$1,458,003   | \$6,780,554   | \$5,322,551   | \$2,180,921   | \$722,918  | \$6,045,469  |
| 22 | Lebanon           | \$23,430,432  | \$28,135,448  | \$4,705,016   | \$34,255,437  | \$10,825,005   | \$15,530,022   |
| 23 | North Hampton     | \$7,493,045   | \$15,994,212  | \$8,501,167   | \$12,407,577  | \$4,914,532  | \$13,415,700   |
| 24 | Freedom           | \$2,570,427   | \$6,730,203   | \$4,159,776   | \$3,540,313   | \$969,886  | \$5,129,663  |
| 25 | Center Harbor     | \$1,607,371   | \$5,110,842   | \$3,503,471   | \$3,229,261   | \$1,621,890  | \$5,125,362  |
| 26 | Atkinson          | \$10,221,748  | \$13,539,814  | \$3,318,065   | \$14,579,800  | \$4,358,052  | \$7,676,117  |
| 27 | Bridgewater       | \$1,530,993   | \$4,617,063   | \$3,086,070   | \$1,570,236   | \$39,243   | \$3,125,313  |
| 28 | Greenland         | \$7,968,540   | \$11,006,240  | \$3,037,700   | \$10,518,144  | \$2,549,604  | \$5,587,304  |
| 29 | Jackson           | \$1,639,190   | \$4,619,267   | \$2,980,077   | \$2,365,676   | \$726,486  | \$3,706,563  |
| 30 | Sandwich          | \$2,324,122   | \$5,271,532   | \$2,947,410   | \$3,263,938   | \$939,816  | \$3,887,225  |
| 31 | Windham           | \$33,011,100  | \$35,756,798  | \$2,745,699   | \$50,460,112  | \$17,449,013   | \$20,194,711   |
| 32 | Carroll           | \$843,862   | \$3,548,679   | \$2,704,817   | \$3,161,611   | \$2,317,749  | \$5,022,566  |
| 33 | Waterville Valley | \$639,625   | \$3,129,271   | \$2,489,647   | \$1,270,688   | \$631,063  | \$3,120,710  |
| 34 | Hebron            | \$799,883   | \$3,072,580   | \$2,272,698   | \$680,911   | -\$118,972   | \$2,153,726  |
| 35 | Durham            | \$12,761,816  | \$14,983,551  | \$2,221,735   | \$21,569,028  | \$8,807,212  | \$11,028,947   |
| 36 | Pittsburg         | \$1,106,745   | \$3,249,235   | \$2,142,490   | \$2,102,323   | \$995,578  | \$3,138,069  |
| 37 | Monroe            | \$2,315,773   | \$4,411,917   | \$2,096,145   | \$3,217,816   | \$902,043  | \$2,998,188  |
| 38 | Wakefield         | \$11,656,333  | \$13,587,843  | \$1,931,510   | \$9,400,440   | -\$2,255,892   | -\$324,382   |
| 39 | Hampton Falls     | \$4,533,957   | \$6,296,848   | \$1,762,891   | \$8,249,886   | \$3,715,929  | \$5,478,820  |
| 40 | Franconia         | \$2,173,325   | \$3,692,813   | \$1,519,489   | \$3,113,120   | \$939,795  | \$2,459,284  |
| 41 | Sanbornton        | \$5,171,183   | \$6,454,654   | \$1,283,471   | \$6,330,462   | \$1,159,280  | \$2,442,750  |
| 42 | Dublin            | \$2,139,652   | \$3,302,743   | \$1,163,092   | \$3,939,753   | \$1,800,101  | \$2,963,193  |
| 43 | Madison           | \$6,038,560   | \$7,135,240   | \$1,096,681   | \$6,936,376   | \$897,817  | \$1,994,497  |
| 44 | Harrisville       | \$1,561,443   | \$2,526,832   | \$965,389   | \$1,752,213   | \$190,770  | \$1,156,160  |
| 45 | Hancock           | \$2,253,295   | \$3,184,014   | \$930,719   | \$4,375,173   | \$2,121,879  | \$3,052,598  |
| 46 | Eaton             | \$490,521   | \$1,354,673   | \$864,153   | \$765,960   | \$275,439  | \$1,139,592  |
| 47 | New Durham        | \$5,232,796   | \$5,979,559   | \$746,763   | \$6,894,887   | \$1,662,090  | \$2,408,853  |

**Actual Revenue Estimates by Paul Deschaine Based on AIR Simulation Model Adopted by  
the Commission as Part of their Report on 12/1/2020**

|    | A               | B   | O   | P   | R   | S  | T  |
|----|-----------------|---|---|---|---|--|--|
| 1  | Town Name       | Simulated Total State Grant for an Adequate Education (Using 2018 Data) | Simulated Total State Education Tax Rate Revenues (Using 2018 data) | Difference between the Total State Education Tax and the State Grant -----(+ means raising more tax than needed and to be Paid to the State, - means raising less tax than needed and receiving additional Grant Funds) | 2018 Actual Revenues Spent for School Operations from All Sources | Difference between Total State Grant and Actual Revenues Spent in 2018 | Net Gain (-) or Loss (+) of Tax Revenue For Education at Previous Spending Levels (green column P plus red column S) |
| 48 | Sugar Hill      | \$1,198,502   | \$1,891,580   | \$693,078   | \$1,471,387   | \$272,884  | \$965,962  |
| 49 | Millsfield      | \$25,074  | \$702,530   | \$677,456   | \$7,450   | -\$17,624  | \$659,831  |
| 50 | Groton          | \$1,082,594   | \$1,753,392   | \$670,798   | \$728,935   | -\$353,659   | \$317,139  |
| 51 | Errol           | \$252,414   | \$885,239   | \$632,825   | \$426,578   | \$174,164  | \$806,989  |
| 52 | Hale's Location | \$30,164  | \$612,283   | \$582,119   | \$0   | -\$30,164  | \$551,955  |
| 53 | Brookfield      | \$966,400   | \$1,547,360   | \$580,961   | \$1,534,891   | \$568,491  | \$1,149,452  |
| 54 | Washington      | \$2,458,343   | \$3,011,614   | \$553,270   | \$2,456,311   | -\$2,033   | \$551,238  |
| 55 | Conway          | \$21,021,944  | \$21,566,329  | \$544,386   | \$21,478,609  | \$456,665  | \$1,001,051  |
| 56 | Easton          | \$470,442   | \$896,584   | \$426,142   | \$398,091   | -\$72,351  | \$353,791  |
| 57 | Dummer          | \$460,273   | \$847,092   | \$386,819   | \$483,891   | \$23,618   | \$410,438  |
| 58 | Hollis          | \$17,279,000  | \$17,655,145  | \$376,145   | \$22,540,670  | \$5,261,670  | \$5,637,814  |
| 59 | Randolph        | \$427,375   | \$776,864   | \$349,489   | \$347,095   | -\$80,280  | \$269,209  |
| 60 | Nelson          | \$1,215,474   | \$1,552,729   | \$337,256   | \$1,274,418   | \$58,945   | \$396,200  |
| 61 | Stratham        | \$17,891,817  | \$18,213,556  | \$321,740   | \$22,537,931  | \$4,646,115  | \$4,967,854  |
| 62 | Canterbury      | \$3,457,730   | \$3,703,874   | \$246,144   | \$4,924,020   | \$1,466,290  | \$1,712,434  |
| 63 | Clarksville     | \$478,551   | \$619,006   | \$140,454   | \$437,900   | -\$40,652  | \$99,803   |
| 64 | Hart's Location | \$27,619  | \$153,446   | \$125,827   | \$63,674  | \$36,055   | \$161,882  |
| 65 | Wilmot          | \$2,304,763   | \$2,429,018   | \$124,254   | \$2,921,747   | \$616,984  | \$741,238  |
| 66 | Woodstock       | \$3,252,608   | \$3,350,652   | \$98,045  | \$2,620,961   | -\$631,646   | -\$533,601   |
| 67 | Springfield     | \$2,585,728   | \$2,672,871   | \$87,143  | \$3,584,662   | \$998,934  | \$1,086,078  |
| 68 | Lyman           | \$727,535   | \$808,683   | \$81,148  | \$1,050,310   | \$322,774  | \$403,922  |
| 69 | Stark           | \$807,961   | \$855,980   | \$48,019  | \$898,189   | \$90,229   | \$138,247  |
| 70 | Windsor         | \$332,787   | \$366,411   | \$33,624  | \$215,334   | -\$117,453   | -\$83,829  |
| 71 | Roxbury         | \$294,377   | \$327,992   | \$33,616  | \$463,862   | \$169,485  | \$203,101  |
| 72 | Cornish         | \$2,317,698   | \$2,337,089   | \$19,391  | \$3,286,148   | \$968,451  | \$987,842  |
| 73 | Shelburne       | \$734,297   | \$740,240   | \$5,942   | \$591,795   | -\$142,503   | -\$136,560   |

|    | E   | R   | S              | T  | Y             |
|----|---|---|----------------|--|---------------|
| 1  | Estimated FY2022  | <b>BASED ON HB 504 AS CURRENTLY PROPOSED</b>            |                |  |               |
| 2  |   |   |                |  |               |
| 3  | Municipal Summary of Adequacy Aid as Interpreted by Paul Deschaine, Town of Newington |   |                |  |               |
| 4  |   | Total Calculated<br>Cost of an<br>Adequate<br>Education | SWEPT @        | Excess SWEPT<br>to be sent to the<br>State |               |
| 5  |   | \$  | <b>\$1.825</b> | <b>\$</b>                                  |               |
| 6  |   |   |                |  |               |
| 7  | Moultonborough  | 1,949,351   | 6,520,888      | -\$4,571,537                               |               |
| 8  | Portsmouth  | 9,320,429   | 12,043,851     | -\$2,723,422                               |               |
| 9  | Rye   | 2,248,998   | 4,611,845      | -\$2,362,847                               |               |
| 10 | Wolfeboro   | 2,825,415   | 4,244,568      | -\$1,419,153                               |               |
| 11 | Lincoln   | 590,331   | 1,855,168      | -\$1,264,837                               |               |
| 12 | New Castle  | 233,618   | 1,461,482      | -\$1,227,864                               |               |
| 13 | Bartlett  | 1,048,464   | 2,261,385      | -\$1,212,921                               |               |
| 14 | Tuftonboro  | 1,067,707   | 2,166,667      | -\$1,098,960                               |               |
| 15 | Sunapee   | 1,600,956   | 2,688,500      | -\$1,087,544                               |               |
| 16 | Meredith  | 3,162,330   | 4,239,607      | -\$1,077,277                               |               |
| 17 | New London  | 1,350,677   | 2,387,037      | -\$1,036,360                               |               |
| 18 | Hampton   | 6,318,272   | 7,202,600      | -\$884,328                                 |               |
| 19 | Newington   | 287,778   | 1,103,024      | -\$815,246                                 |               |
| 20 | Newbury   | 867,602   | 1,655,815      | -\$788,213                                 |               |
| 21 | Alton   | 2,815,612   | 3,602,058      | -\$786,446                                 |               |
| 22 | Freedom   | 447,549   | 1,093,545      | -\$645,996                                 |               |
| 23 | Center Harbor   | 364,394   | 932,360        | -\$567,966                                 |               |
| 24 | Holderness  | 984,901   | 1,536,970      | -\$552,069                                 |               |
| 25 | Jackson   | 344,126   | 863,513        | -\$519,387                                 |               |
| 26 | Carroll   | 201,468   | 694,873        | -\$493,405                                 |               |
| 27 | Bridgewater   | 357,316   | 761,930        | -\$404,614                                 |               |
| 28 | Pittsburg   | 197,516   | 576,820        | -\$379,304                                 |               |
| 29 | Hebron  | 215,324   | 572,472        | -\$357,148                                 |               |
| 30 | Waterville Valley   | 248,132   | 602,993        | -\$354,861                                 |               |
| 31 | North Hampton   | 2,010,693   | 2,324,606      | -\$313,913                                 |               |
| 32 | Sandwich  | 536,526   | 815,639        | -\$279,113                                 |               |
| 33 | Franconia   | 433,693   | 595,288        | -\$161,595                                 |               |
| 34 | Hale's Location   | 3,787   | 147,484        | -\$143,697                                 |               |
| 35 | Eaton   | 116,673   | 206,754        | -\$90,081                                  |               |
| 36 | Hanover   | 4,504,558   | 4,582,585      | -\$78,027                                  |               |
| 37 | Errol   | 72,687  | 145,440        | -\$72,753                                  |               |
| 38 | Sugar Hill  | 250,043   | 302,615        | -\$52,572                                  |               |
| 39 | Randolph  | 78,909  | 120,210        | -\$41,301                                  |               |
| 40 | Success   | -   | 26,594         | -\$26,594                                  |               |
| 41 | Harrisville   | 374,725   | 396,687        | -\$21,962                                  |               |
| 42 | Easton  | 117,962   | 137,664        | -\$19,702                                  |               |
| 43 | Cambridge   | -   | 18,653         | -\$18,653                                  |               |
| 44 | Hart's Location   | 16,211  | 34,406         | -\$18,195                                  |               |
| 45 | Dixville  | -   | 16,276         | -\$16,276                                  |               |
| 46 | Wentworth's Location  | -   | 15,813         | -\$15,813                                  |               |
| 47 | Millsfield  | 7,717   | 18,572         | -\$10,855                                  |               |
| 48 | Pinkham's Grant   | -   | 8,438          | -\$8,438                                   |               |
| 49 | Odell   | -   | 5,772          | -\$5,772                                   |               |
| 50 | Dix's Grant   | -   | 2,047          | -\$2,047                                   |               |
| 51 | Groton  | 215,496   | 217,188        | -\$1,692                                   |               |
| 52 | Washington  | 490,542   | 491,542        | -\$1,000                                   | -\$28,031,757 |

# PRESERVATION COMPANY

23 October 2020

Rebecca Mitchell, via email: [rmitch7473@gmail.com](mailto:rmitch7473@gmail.com)  
Stratham Heritage Commission  
200 Portsmouth Avenue  
Stratham, NH 03885  
(603) 778-7979  
603-617-6064

RE: *James Scammon 1810 house, 25 River Road, Stratham, NH*

Dear Becky:

Here is an estimate to prepare an NHDHR Inventory Form for the James Scammon House on River Road. As we discussed, we are recommending an inventory form rather than a National Register nomination. This estimate also includes time to document the interiors of the buildings. It is scoped as photographic documentation, but the narrative will be limited to plan and highlights only.

We are so pleased to be working with you on this interesting project. Please let me know if this is in line with your expectations.

Respectfully submitted,



Lynne Emerson Monroe  
LEM:tjh

**Preservation Company**  
Sunny Knoll  
5 Hobbs Road  
Kensington, NH 03833  
603-778-1799

[PreservationCompany@comcast.net](mailto:PreservationCompany@comcast.net)



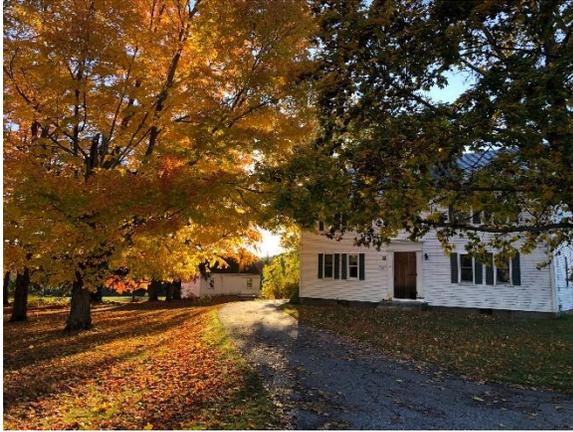
[www.PreservationCompany.com](http://www.PreservationCompany.com)

### **Project Understanding**

25 River Road is a collection of well-preserved nineteenth century buildings, including a large center chimney house, several vehicle and wood sheds and a large gable front barn, against a backdrop of open fields, that have been hayed for many years by the Scamman family whose farm is nearby. The James Scammon House was built in 1812 and the large barn dates to 1860. The 2 ½ story house has a center chimney plan with the front entry facing sideways to the east, toward Portsmouth Avenue. Two long sheds for vehicle and wood storage extend along River Road. The 41' x 84' New England barn is also sited parallel to the the road. All are arranged around the back dooryard which is screened from public view. Another carriage shed is in the back yard. The outbuildings appear to retain a high degree of architectural integrity. There is one non-contributing building, a modern house, built ca. 1970. The only major change to the house has been the replacement of windows that in themselves had been replacements of the originals. The buildings would almost certainly be eligible for listing in the NH State Register and are likely to be eligible for the National Register at the local level under Criterion C as an intact farmstead with well-preserved examples of nineteenth century building types.



*Google Earth 2020 shows house, sheds and barn. The modern house in lower right would likely be non-contributing (or excluded from the eligible boundary).*



*House and shed from the road*



*Barn viewed from the road*



*Façade and roadside gable end*



*Modern house set back from road.*



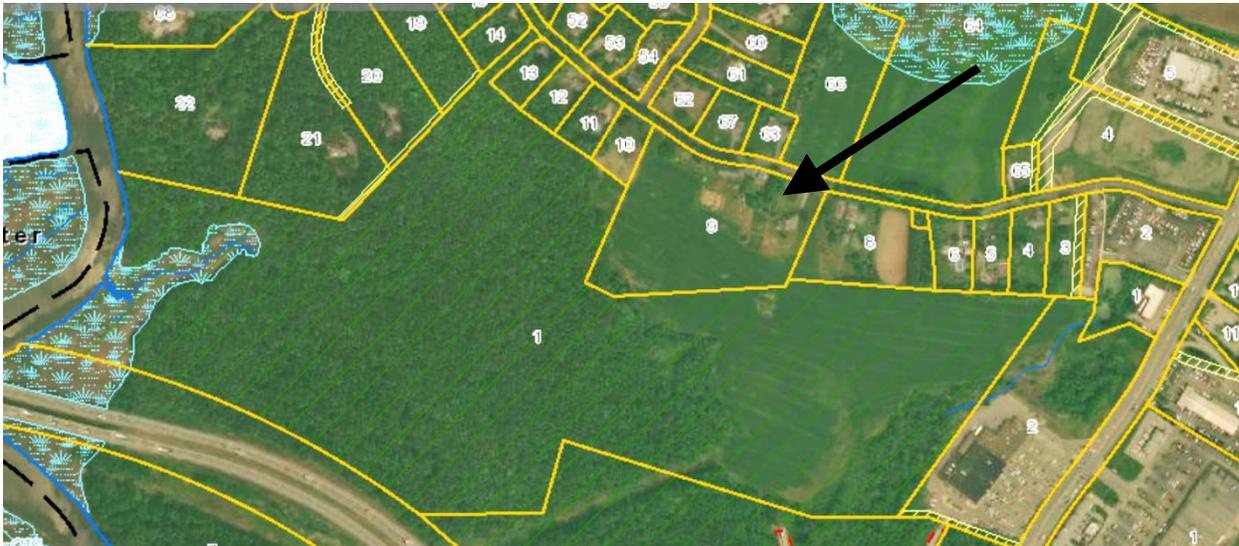
*Sheds along the roadside*



*Stratham GIS map shows the ten-acre parcel with two houses and outbuildings*

This was the property of Richard M. Scammon who was a prominent local resident in the late nineteenth century, however, research would be needed into the specific role that he played in the history of the town to make it eligible under Criterion B.

The group of buildings may also convey agricultural contexts, particularly mid-nineteenth century mixed family farming under Criterion A. However, significance for agriculture is less clear because the land has been subdivided. The buildings are located on ten acres. The property includes yards and gardens near the buildings. Tall pine trees and stone walls line the road. Hay field covers roughly half of the land. The ten-acre parcel provides an appropriate setting for the buildings but may not fully convey the agricultural history of the property that was a farm of over a hundred acres. Whether the separately owned adjacent land contributes to the same historic resource would need to be determined. The conservation land remains undeveloped and the fields are hayed continuously between the two parcels, giving an appearance of historic connectedness.



*Stratham GIS mapping shows this property on parcel 08-009 and adjacent conservation land on 08-001. They have been under separate ownership since 1967. House lots along River Road were divided from the historic farm in the 1960s.*

The farm was subdivided beginning in 1967. Since that time, land was sold off along River Road and Portsmouth Avenue, but the large main parcel (89.4 acres) of fields and woodland bordered by the Squamscott River became conservation land and is now owned by the Society for the Protection of New Hampshire Forests (08-001). The fields are hayed by the Scamman family of Scamman Farm. They also have fields extending north of River Road. The land is no longer legally associated with the James Scammon House but is visually related and contributes to the setting.

Immediately east of 25 River Road, 21 River Road on 08-008, is a ca. 1900 house and barn that was part of the same Scammon farm until the 1960s. In the northeast corner of that parcel is the family cemetery, now a town-owned parcel (08-007). The separate properties, two houses, cemetery and farmland, could be considered together as a historic district made up of components of the historic farm. A separate scope of work would be needed for such an effort.

23 October 2020

#### HISTORIC BACKGROUND:

The James Scammon House at 25 River Road was built in 1812 on land that had been in his family for several generations. The farm stretched from Portsmouth Avenue to the river. There was an early house on or near this site, but in the eighteenth century, the Scammons lived around the corner of Portsmouth Avenue. There was no house in this location when the Stratham map was made in 1793. James Scammon (1771-1859) and his wife Lydia Wiggin lived here with their six children in the early to mid-nineteenth century. Youngest son, Richard E. Scammon (1809-1878) remained on the farm with his parents and inherited the homestead where he erected a new barn in 1860. The farm contained 160 acres and the family also acquired an adjacent property. Richard M. Scammon (1859-1914) took over the farm, then 250 acres, when he was not quite twenty years old. In 1897 he and Annie Wiggin were married. Richard M. Scammon was a prominent local resident who served in the NH Senate. He wrote a historical sketch about the town for *Granite Monthly* in 1899. A second house was built on the property at 21 River Road ca. 1900. Research will be needed to identify which house Richard and Annie lived in and which was home to their farm laborers. Mrs. Annie Scammon (1872-1962) owned the property (with two houses) through the mid-twentieth century. Farm laborers worked for her and lived on the property. The land was farmed and historic aerials of the 1950s and 60s show the field patterns.

The property was inherited by Julia Scammon, the widow of Richard M. Scammon's cousin Richard E. Scammon. The property was divided, and parts were sold. The James Scammon House and outbuildings with ten acres were sold in 1967 to the present owner.



*The farmyard is shown in a historic photo from collection of Stratham Historical Society.*

23 October 2020

### **Scope Of Work**

Work will include preparation of a New Hampshire Division of Historical Resources (NHDHR) individual inventory form for 25 River Road. An inventory form will allow for listing in the New Hampshire State Register of Historic Places and a determination of National Register eligibility will be made, which could be the basis for subsequent completion of a National Register Nomination. The inventory form process involves detailed documentation to answer questions about the areas of significance and the boundaries of an eligible property. Archival photographs of all buildings and landscape features will be according to NHDHR guidelines. We will also shoot photos on the interior of the house, barn and outbuildings and provide these to the Heritage Commission electronically. Photos of interior highlights will be included in the survey form.

The historical society and heritage commission will provide access to, or copies of, relevant files and historic photographs in local repositories. The longtime property owners of this house and 21 River Road are active in the historical society. Other sources will include the published local history, on-line deeds, agricultural and population censuses, and if publicly accessible, there are old tax inventory ledgers in the town hall vault. Discussion of any comparable local resources will be needed to complete the architectural evaluation, so the heritage commission can help identify other center chimney houses and intact farm outbuildings.

23 October 2020

**Estimate**

**Labor**

| Category                  | <u>Rate*</u> | <u>Hours</u>       | <u>Total</u>      |
|---------------------------|--------------|--------------------|-------------------|
| Principal                 | \$95.00      | 20.0               | \$1,900.00        |
| Architectural Historian I | \$65.00      | 90.0               | \$5,850.00        |
|                           |              | 110.00             |                   |
|                           |              | <b>Total Labor</b> | <b>\$7,750.00</b> |

\*Includes direct rate plus overhead (98%) and profit (10%)

**Costs**

Direct expenses will be billed at cost; mileage to be reimbursed at 57.5 cents/mile  
Archival digital prints billed at \$3.00 each

|             |                                       |                   |
|-------------|---------------------------------------|-------------------|
| Mileage     | 100 miles                             | \$57.50           |
| Photography | 30 archival digital prints (in-house) | \$90.00           |
| Postage     |                                       | <u>\$30.00</u>    |
|             | <b>Total Costs</b>                    | <b>\$177.50</b>   |
|             | <b>Total Project Estimate</b>         | <b>\$7,927.50</b> |