



TOWN OF DURHAM  
8 NEWMARKET ROAD  
DURHAM, NH 03824  
Tel: 603/868-5571  
Fax: 603/868-1858

November 4, 2015

Mr. William Gegas  
State of New Hampshire  
Department of Resources and Economic Development  
172 Pembroke Road  
Concord, NH 03301

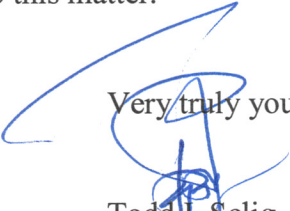
Dear Mr. Gegas:

At the November 2, 2015 Durham Town Council meeting, the Council unanimously passed Resolution #2015-30 authorizing the acceptance and expenditure of a grant totaling \$150,000 from the New Hampshire Department of Resources & Economic Development Land and Water Conservation Fund (LWCF) to be used toward acquiring the approximately 43.4-acre Thompson parcel situated off of Wednesday Hill Road and authorizing the Administrator to sign any associated documents necessary to effectuate said grant acceptance and expenditure of funds.

Please find enclosed a copy of the above-mentioned resolution, along with executed documents of the Project Agreement and Statement of Assurances for your files.

Please do not hesitate to contact me should you have further questions or desire additional information with regard to this matter.

Very truly yours,

  
Todd H. Selig  
Administrator

Enclosures

C: Duane Hyde, Land Conservation Director, SELT



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## **RESOLUTION #2015-30 OF DURHAM, NEW HAMPSHIRE**

**AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A GRANT TOTALING \$150,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT LAND AND WATER CONSERVATION FUND (LWCF) FOR THE PURPOSE OF ACQUIRING THE APPROXIMATELY 43.4 ACRE THOMPSON PROPERTY LOCATED OFF OF WEDNESDAY HILL ROAD AND AUTHORIZING THE ADMINISTRATOR TO SIGN ANY ASSOCIATED DOCUMENTS NECESSARY TO EFFECTUATE SAID GRANT ACCEPTANCE AND EXPENDITURE OF FUNDS**

**WHEREAS**, the Thompson tract on the Lamprey River has long been identified by the Durham community as an important property for conservation dating back to a map prepared by John Hatch in the 1980s all the way up through Durham's 2000 Master Plan, the Conservation Commission's most current "Conservation Focus Areas" map, and the current draft Master Plan update's "Conservation Focus Areas"; and

**WHEREAS**, the Town is working with the New Hampshire Southeast Land Trust (SELT) to acquire the fee simple interest in the approximately 43.4 acre Thompson property which has approximately 2,000 feet of frontage on Wednesday Hill Road and approximately 3,500 feet of frontage on the Lamprey River; and

**WHEREAS**, upon acquiring this tract of land the Town would then permanently conserve the land by granting a conservation easement to the New Hampshire Southeast Land Trust (SELT); and

**WHEREAS**, on June 15, 2015, the Town Council adopted Resolution #2015-18 authorizing the acceptance and expenditure of two previously awarded grants to be used toward acquiring the Thompson parcel: A NH Moose Plate Program Grant totaling \$15,000 and a Piscataqua Region Estuary Partnership (PREP) Grant totaling \$10,000; and

**WHEREAS**, the Town has been awarded an additional grant totaling \$150,000 from the New Hampshire Department of Resources and Economic Development Land and Water Conservation Fund (LWCF) to be used toward acquiring the Thompson parcel; and

**WHEREAS**, New Hampshire Revised Statutes Annotated (RSA) 31:95-b authorizes the Town Council to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal

or other governmental unit or a private source which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority; and

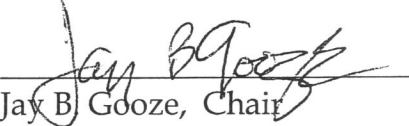
**WHEREAS**, On July 12, 1999, the Town Council adopted Resolution #99-19 granting the above cited authority to the Town Council; and

**WHEREAS**, RSA 31:95-b III (a) states that: "For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held." and;

**WHEREAS**, on November 2, 2015, a duly posted Public Hearing was held by the Durham Town Council in accordance with RSA 31:95 cited above,

**NOW, THEREFORE, BE IT RESOLVED**, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby adopt Resolution #2015-30 authorizing the acceptance and expenditure of a grant totaling \$150,000 from the New Hampshire Department of Resources & Economic Development Land and Water Conservation Fund (LWCF) to be used toward acquiring the approximately 43.4-acre Thompson parcel situated off of Wednesday Hill Road and authorizing the Administrator to sign any associated documents necessary to effectuate said grant acceptance and expenditure of funds.

**PASSED AND ADOPTED** this 2nd day of November, 2015 by a majority vote of the Durham Town Council with Eight (8) voting in favor, Zero (0) voting against, and Zero (0) abstaining.

  
Jay B. Gooze, Chair  
Durham Town Council

**ATTEST:**

  
Lorrie L. Pitt, Town Clerk/Tax Collector

**STATE of NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
LAND and WATER CONSERVATION FUND  
STATEMENT OF ASSURANCES**

We, the Town of Durham, the Sponsor of the Thompson Forest project , #33-00697, as a political subdivision of the State of New Hampshire qualified to participate in the federal LAND AND WATER CONSERVATION FUND program (16 USC 4601), do hereby assure that:

- A. No financial assistance has been given or promised to the sponsor under any other federal program with regard to this project unless specifically identified in the project proposal.
- B. The sponsor has the legal authority to apply for, accept, and expend the federal funds involved for the purposes intended and to accomplish the objective of the program as described in the Project Agreement.
- C. The sponsor understands that qualification and approval of this proposal by the New Hampshire State Liaison Officer does not in itself constitute an obligation or award of requested funds, and does not guarantee that funds will necessarily be made available for the project, or that the project will be qualified and approved by the National Park Service.
- D. The sponsor will provide site plans, engineering and construction plans, and development specifications before actual work is started on a project, as requested, to the New Hampshire State Liaison Officer and/or the National Park Service.
- E. The sponsor will require competitive open bidding including formal advertisement, sealed bids, and public bid opening for all construction or site work contracts involving a total of \$25,000 or more (in any combination of federal and non federal funds) that will be paid to any one vendor. If other federal funds are used to match the Land and Water Conservation Fund grant, the federal prevailing wage rate requirements of the Davis-Bacon Act will be used, as applicable. Failure to award to the lowest bidder must be documented, justified, and approved prior to award by the National Park Service.
- F. The sponsor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, from procurement (purchasing) for this project, per Executive Order 12549, 43 CFR 12.
- G. Title to the land area affected by the project is owned or legally controlled by the project sponsor and is clear of any known lien, deed restriction or condition, easement, reversionary or other right or interest which, if exercised, could adversely affect the recreational use of the area by the general public.
- H. No federal appropriated funds have been or will be used for lobbying activities in connection with this grant.

I. That no person shall be excluded from participation in, denied the benefits, or otherwise subjected to discrimination on the basis of:

- Race, color or national origin (Title VI, Civil Rights Act of 1964, 43 CFR 17).
- Disability (Architectural Barriers Act of 1968, the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990).
- Age (Age Discrimination Act of 1975).

Any person who believes that he or she has been discriminated against should contact:

Office of the Commissioner  
New Hampshire Department of Resources and Economic Development  
172 Pembroke Road  
Concord, N.H. 03301-5767

Director, Equal Opportunity Program  
U.S. Department of the Interior  
National Park Service  
PO Box 37127  
Washington, D.C. 20013-7127

- J. The sponsor will not discriminate on the basis of residency, including preferential reservation or membership systems and annual permit systems, with respect to property acquired or developed under this program. Reasonable differences in admission and other daily, seasonal, and annual fees not to exceed a 2:1 non-resident: resident ratio can be applied.
- K. The sponsor will make every effort to bury, screen or relocate existing overhead utility lines at the project site. Any utility lines added to the project site in the future will be underground.
- L. Property acquired or developed under this project will be retained and used for public outdoor recreation purposes. No conversions to uses other than outdoor recreation, or disposal of any part of the property in the future will be permitted without adequate substitution and replacement approved by the New Hampshire State Liaison Officer and the National Park Service.
- M. The sponsor has the intent and the ability to finance the operation and maintenance of the area or facility being acquired or developed, according to standards acceptable to the New Hampshire State Liaison Officer and the National Park Service, for the life of the project or so long as required.
- N. The sponsor accepts the obligation to comply with applicable laws, rules, regulations, terms and conditions of the New Hampshire State Liaison Officer and the National Park Service in effect at the time of the approval of the Project Agreement.

- O. The sponsor will maintain one central file for the purpose of federal audit and programmatic review, including all financial records, correspondence, and other documentation for a period of three years following the receipt of final project reimbursement. A permanent file should be established for future information purposes.

SPECIAL NOTE

This Statement of Assurances is a summary and highlight of the terms, conditions, and requirement of:

The Project Agreement, with attached General Provisions, for this project.

The Land and Water Conservation Fund State Assistance Program Manual prepared by the U.S. Department of the Interior, National Park Service.

which are incorporated herein by reference.

STATE OF NEW HAMPSHIRE

By:   
(Signature)

NH Department of Resources and  
Economic Development,  
Alternate State Liaison Officer to the  
National Park Service

Date: 9/29/2015  
(entered by NHDRED)

PROJECT SPONSOR

  
Town of Durham  
(Political Subdivision)

(Signature)

(Name) LODDI SEEG

ADMINISTRATOR  
Town of Durham

(Title)

11/4/15  
(Date)

**STATE of NEW HAMPSHIRE**  
**DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT**  
**DIVISION of PARKS and RECREATION**  
**LAND and WATER CONSERVATION FUND**  
**PROJECT AGREEMENT**

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**Political Subdivision (Project Sponsor):**

Town of Durham

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**Project Number:**

33-00697

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**Project Title:**

Thompson Forest

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**Project Period:**

August 1, 2015 - December 31, 2018

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**Proposal Scope (Project Description):**

The Town of Durham will acquire fee simple title to approximately 43 wooded acres on Wednesday Hill Road with over 3500' of frontage along the Lamprey River to become a town forest, as further described in the project proposal.

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The following are hereby  
incorporated into this agreement:

**Total Project Cost            \$300,000.00**

**LWCF Amount                    \$150,000.00**  
(Fund amount not to exceed 50% of total)

1. General Provisions
2. LWCF State Assistance Program Manual
3. Project Proposal and Attachments
4. Statement of Assurances



The State of New Hampshire, represented by the Commissioner, Department of Resources and Economic Development as State Liaison Officer, and the project sponsor named above (hereinafter referred to as the Sponsor), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat 897 (1964), as amended, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances hereto and hereby made a part hereof.

The State of New Hampshire hereby promises, in consideration of the promises made by the Sponsor herein, to obligate to the Sponsor the amount of money which is required to pay the State of New Hampshire's share of the costs of the above project stage, based upon the above percentage of assistance. The Sponsor hereby promises, in consideration of the promises made by the State of New Hampshire herein, to execute the project or project stage described above in accordance with the terms of this agreement.

The following special terms and conditions were added to this agreement before it was signed by the parties hereto:

This project agreement takes effect upon qualification and approval of this project proposal by the National Park Service, and negotiation between the New Hampshire State Liaison Officer and the Director, National Park Service, for the obligation of those federal Land and Water Conservation Fund monies allowed for this project.

No ground-disturbing activities can take place on the project site until a resolution in accordance with Section 106 of the National Historic Preservation Act of 1966 has been determined through the State Historical Preservation Office.

No ground disturbing activities can take place on the project site until a resolution has been determined with the NH Fish and Game Department and/or NH Natural Heritage Bureau regarding any federal or state threatened or endangered species, or exemplary natural communities as identified through a Natural Heritage Bureau data check.

An appraisal prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions and a review of the appraisal by a state-certified review appraiser shall be completed prior to the acquisition.

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

STATE OF NEW HAMPSHIRE

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

(Signature)

NH Department of Resources and  
Economic Development,  
Alternate State Liaison Officer to the  
National Park Service

Date: \_\_\_\_\_

(entered by NHDRED)

PROJECT SPONSOR

Town of Durham  
(Political Subdivision)

(Signature)

(Name)

(Title)

(Date)