



TOWN OF DURHAM  
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October 26, 2020

Dennis Meadows, Secretary/Treasurer  
Community Gardens for All, Inc.  
P.O. Box 844  
Durham, NH

Re: Letter of Agreement - Community Gardens at 30 Newmarket Road

Dear Dennis:

The Town of Durham had several goals in acquiring the 5.3-acre parcel at 30 Newmarket Road:

1. It immediately prevented the construction of buildings on the land in order to protect the aesthetics of an important Durham gateway.
2. It allowed the possibility to construct a pedestrian bridge across the Oyster River to the Milne Sanctuary. That would facilitate pedestrian access to the center of town and greatly extend the wildlife area available to Milne visitors.
3. It offered soil and water rights for a conveniently-located new community garden in Durham.
4. It increased the potential utility to the Town of the easement on the adjoining land.
5. It afforded opportunities for other activities in the future that will enable Durham to further its various goals.

A group of Durham residents wishes to establish The Mill Pond Community Gardens (MPCG) on the land in fulfillment of the third goal. Attachment 1 portrays their proposed garden design for the first year when it would occupy an area less than one-fifth the size of the Wagon Hill Farm Community Garden.

This letter summarizes our understanding about the conditions that will govern their efforts. The purposes of this letter are to:

1. affirm the Town's commitment to the establishment of a community garden at 30 Newmarket Road,
2. allow the Town to continue exercising appropriate oversight,
3. avoid any implied commitments against the Town's budget, and
4. assure outside funders of the Town's long-term commitment to the gardens.

Community Gardens for All (CGA) will delegate its rights and responsibilities under this agreement to the self-perpetuating steering committee that will manage MPCG. Initial members of the steering committee will be appointed by CGA with the advice and consent of the Town. The committee will select a Chair from among its members. Durham's Director of Public Works will serve as the Town's liaison to MPCG meeting regularly with its Chair. They will work to ensure that development of the MPCG program evolves in consonance with Town interests.

The Town offers MPCG use of its land without cost. Until the Town exercises its right to change this agreement through written notice to the Chair the following will serve as the official guidelines for the MPCG.

1. The term of this agreement is November 1, 2020 - December 31, 2022. Until either party registers an objection in writing to the other party, the term will be extended automatically for an additional calendar year each December 31st.
2. No insurance coverage will be required, since the gardens will be operated as recreational activities on town land. They are therefore exempt from liability under state law. However, MPCG must continue to secure annually a liability waiver from each garden participant. Those waivers will be kept in a file by MPCG that is open to inspection and use by Town personnel.
3. Those using the gardens are responsible for the observance of Town and state fire and safety regulations at all times.
4. The use of alcoholic beverages, profane language, smoking, or gambling in any form is not permitted on town land.
5. MPCG shall be responsible for maintaining the grounds they use in a condition that is acceptable to the Town.
6. Both CGA and the Town are entitled unilaterally to terminate this agreement. Notice of the intent to terminate must be given before December 31st in the form of a letter signed either by the Town Administrator or by the Chair of the MPCG steering committee and sent to his or her counterpart explicitly listing the reasons for termination. If such a letter is sent, the agreement will not be extended; it will automatically expire at the end of the following year. In this event the Town is entitled to develop alternative procedures to achieve its goals for the gardens.
7. The Town will mow the 30 Newmarket Road pasture according to Town policies. All other costs for building and operating the gardens will be borne by MPCG. The Town may at its sole discretion provide support to the gardens, such as delivery of wood chips, mowing of any lawn areas, extension of the driveway, and provision of signage. There is no obligation to do so. Doing any of these once or more does not imply an obligation to continue doing it.
8. All constructions and installations on Town land in connection with the gardens will be deemed the property of the Town, and upon its request the Town will be given full and free access to the data maintained by MPCG on its gardeners.

Letter to Dennis Meadows  
October 26, 2020

This procedure accords the Town full powers of review, ensures compliance of MPCG with applicable state and municipal laws, and offers the community gardens assurance that they will always have a minimum of one additional growing season.

On behalf of the Town:



Todd I. Selig, Administrator

On behalf of CGA:

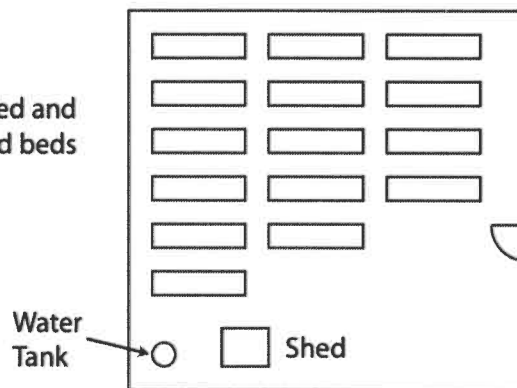


Dennis L. Meadows, Secretary Treasurer,  
Community Gardens for All, Inc.

# A 1: Preliminary Plan for the Mill Pond Community Garden



80x80  
15 - 20x5 ft beds  
Each can be subdivided and replaced by two raised beds



Alternate Plan 6x20 ft beds

