

MUNICIPAL SERVICES AGREEMENT
Between
TOWN OF DURHAM
And
UNIVERSITY OF NEW HAMPSHIRE

This Agreement is entered into by and between the **Town of Durham** ("Town"), a New Hampshire municipal corporation, and the **University System of New Hampshire** ("USNH"), a State supported university system established by the State of New Hampshire operating through its component institution, the **University of New Hampshire** ("UNH").

WHEREAS, the Town and UNH (the "Parties") have agreed to work cooperatively for their collective well-being. The Parties recognize that UNH's presence in the Town provides financial and other benefits to the Town, but also places financial burdens on the Town based upon the additional incremental demand for certain municipal services. While UNH is part of a tax-exempt entity under the laws of the State of New Hampshire and there are statutory and policy limitations on UNH's payments for municipal services, the Parties have entered into a series of municipal services agreements as detailed in Exhibit A hereto in order to compensate the Town for the burden of such additional incremental demand (the "Municipal Service Agreements"); and

WHEREAS, the Parties desire that UNH shall provide compensation to the Town for certain additional costs that the Town bears such as maintaining the road systems, traffic control and providing for police to supplement the services provided by UNH departments and

NOW, THEREFORE in consideration of the foregoing preamble and mutual covenants herein contained, the Parties agree as follows:

1. The Parties acknowledge that UNH's presence in the Town currently results in the Town bearing an undue cost burden that is disproportionate to the cost of providing these services to the rest of the Durham community. While the Parties have not agreed upon a formula to calculate such costs, they agree that the payments detailed in paragraph 2 represent a fair estimation of the undue or disproportionate burden that the Town currently bears in providing these services to UNH, relative to the burden of providing such services to the rest of the Durham community.
2. In recognition of these additional costs incurred by the Town, beginning July 1, 2009 UNH agrees to pay the Town annually \$200,000.00, to be paid in one lump sum and directed to the Town's operating costs. This annual payment shall continue for the duration of this Agreement, and will be increased by 3% per annum to reflect changes in salary and contracted obligations.

3. UNH's payment of the above amount is predicated on continuation of its current tax and regulatory status, and UNH reserves the right to cease payments if any change to that status occurs in the next Legislative session or in any subsequent session.
4. UNH may separately continue to request that Durham provide special detail police officers at University-specific events, for which the Town shall bill UNH at its prevailing special detail rate.
5. The Parties agree that UNH's payment for municipal services as provided for in this Agreement and the other Municipal Services Agreements (copies of which are attached hereto as Exhibit A) shall constitute the entire amount that UNH will pay to the Town to compensate the Town for any undue or disproportionate cost burden to provide all municipal services to UNH.
6. The terms of this Agreement are in effect for ten (10) years from January 1 immediately preceding the date on which this Agreement is signed by all parties. Either party may terminate this Agreement by giving written notice to the other party six months in advance of when the termination is to take effect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year indicated above.

TOWN OF DURHAM

Joseph
Witness

Todd I. Selig
Todd I. Selig
Administrator

10/31/09
Date

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

Nancy Borman
Witness

Kenneth B. Cody
Kenneth B. Cody
Vice Chancellor and Treasurer

10/23/09
Date

UNIVERSITY OF NEW HAMPSHIRE

Jean Richard
Witness

Richard Cannon
Richard Cannon
Vice President for Finance
and Administration

10/26/09
Date