

DURHAM TOWN COUNCIL
MONDAY, JANUARY 23, 2012
DURHAM TOWN HALL - COUNCIL CHAMBERS
6:00 PM

RSA 91-A:2 I (a): Strategy or negotiations with respect to collective bargaining relative to the NEPBA Local 21 and AFSCME Collective Bargaining Agreement process.

RSA 91-A:2 I (b): Consultation with legal counsel

NOTE: This meeting is not open to the public.

AGENDA

DURHAM TOWN COUNCIL
MONDAY, JANUARY 23, 2012
DURHAM TOWN HALL - COUNCIL CHAMBERS
7:00 PM

NOTE: *THE TOWN OF DURHAM NEEDS 48 HOURS NOTICE IF YOU REQUIRE SPECIAL COMMUNICATION AIDS*

- I. **Call to Order**
- II. **Approval of Agenda**
- III. **Special Announcements**
- IV. **Approval of Minutes** - November 28 and December 5, 2011
- V. **Councilor and Town Administrator Roundtable**
- VI. **Public Comments (NLT 7:45 PM)**
- VII. **Unanimous Consent Agenda** (*Requires unanimous approval. Individual items may be removed by any councilor for separate discussion and vote*)
 - A. Shall the Town Council approve the Special Event Permit application submitted by the Oyster River High School Friends of Oyster River Track to close certain sections of Town roads for its annual "Todd's Trot" 5K road race on Saturday, April 7, 2012?

- B. **RESOLUTION #2012-02** waiving the standardized purchasing process in accordance with Section 7 of the Town of Durham Purchasing Policy and upon recommendation of the Town Administrator; authorizing the designation of Globe Manufacturing Company, LLC brand fire and rescue turnout clothing and related accessories as standard purchase items; and authorizing the designation of Bergeron Protective Clothing of Epsom, NH as the sole source vendor for the purchase of these items
- C. Water Meter Upgrade Project:
 - 1. **RESOLUTION #2012-03** approving the submission of an application to the New Hampshire Drinking Water State Revolving Fund program in the amount of \$418,000 for the water meter upgrade project and authorizing the Administrator to sign said loan documents.
 - 2. Shall the Town Council approve, upon the recommendation of the Administrator, the engineering phase contract for the water meter upgrade project to Weston & Sampson Engineers, Inc., Portsmouth, NH for the estimated sum of \$45,000 and authorize the Administrator to sign said contract?
- D. Shall the Town Council, upon recommendation of the Administrator, authorize the construction contract for the Wastewater Treatment Plant control building HVAC improvements project to Correct Temp, Methuen, MA, in the amount of \$42,620 and authorize the Administrator to sign associated documents?
- E. Shall the Town Council, upon recommendation of the Administrator, reduce the appraisal of property owned by R.A.W. Revocable Trust and J.M.W. Revocable Trust for Property located at Madbury Road and Davis Court from \$3,667,600 to \$3,403,700 and grant a property tax abatement for Tax Year 2011 in the amount of \$263,900 assessed valuation to R.A.W. Revocable Trust and J.M.W. Revocable Trust?

VIII. Committee Appointments - None

IX. Presentation Items

- A. Power outages - PSNH
- B. ORCSD Sustainability Coalition work to date - Paul Gasowski

X. Unfinished Business

- A. Discussion regarding a citizen suggestion to establish a Town Budget Advisory Committee
- B. Discussion regarding Council member attendance at agenda-setting meetings

XI. New Business

Discussion regarding the Administrator's annual evaluation process in accordance with the Employment Agreement between Mr. Selig and the Town

XII. Nonpublic Session (if required)

XIII. Extended Councilor and Town Administrator Roundtable (if required)

XIV. Adjourn (NLT 10:30 PM)



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898 AGENDA ITEM: # 4
Tel: 603/868-5571
Fax: 603/868-5572 DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: APPROVE THE TOWN COUNCIL MEETING MINUTES FOR NOVEMBER 28 AND DECEMBER 5, 2011

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Todd I. Selig, Town Administrator

AGENDA DESCRIPTION:

Attached for the Council's review and approval are the minutes for the Town Council meetings held on Monday, November 28 and December 5, 2011.

Please call Jennie Berry with any grammatical/spelling changes prior to the meeting. Discussion at Monday evening's meeting should be limited only to substantive changes.

LEGAL AUTHORITY:

RSA 91-A:2 (II) specifies what must be contained in minutes of public meetings: *"Minutes of all such meetings, including names of members, persons appearing before the bodies or agencies, and a brief description of the subject matter discussed and final decisions, shall be promptly recorded and open to public inspection not more than 5 business days after the public meeting, except as provided in RSA 91-A:6, and shall be treated as permanent records of any body or agency, or any subordinate body thereof, without exception."*

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby approve the Town Council meeting minutes for November 28, 2011(as presented) (as amended).

MOTION 2:

The Durham Town Council does hereby approve the Town Council meeting minutes for December 5, 2011(as presented) (as amended).



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
Fax: 603/868-5572

AGENDA ITEM: # **7A**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: John Parsons and Robert Heuchling, Friends of Oyster River Track

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, APPROVE A SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE OYSTER RIVER HIGH SCHOOL FRIENDS OF OYSTER RIVER TRACK TO CLOSE CERTAIN SECTIONS OF TOWN ROADS FOR ITS ANNUAL "TODD'S TROT" 5K ROAD RACE ON SATURDAY, JANUARY 23, 2012?

CC PREPARED BY: Jennie Berry, Administrative Assistant

CC PRESENTED BY: Todd I. Selig, Town Administrator

AGENDA DESCRIPTION:

Attached is a special event permit application submitted by John Parsons and Robert Heuchling from the Oyster River High School Friends of Oyster River Track. This organization is requesting that certain portions of Town roads be closed from 10:00 to 11:30 AM on Saturday, April 7, 2012 to conduct its annual 5k "Todd's Trot" road race. (See attached race route).

This event was started nine years ago in memory of Mr. Heuchling's son, Todd, and a scholarship was established to benefit an Oyster River High School student each year. More information regarding this event can be viewed at www.toddstrot.org.

This event has been very successful in the past and the Town Administrator recommends approval of the permit request.

LEGAL AUTHORITY:

RSA 41:11 and RSA 47:17 authorize the Town Council to regulate the use of public highways.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, approve the road closure application submitted by the Oyster River High School Friends of Oyster River Track requesting that certain portions of Town roads be closed between the hours of 10:00 and 11:30 AM on Saturday, April 7, 2012, for the organization's annual "Todd's Trot" 5k road race.



TOWN OF DURHAM

15 Newmarket Road

Durham, NH 03824

Tel: (603) 868-5571

Fax: (603) 868-5572

Email: jberry@ci.durham.nh.us

PERMIT APPLICATION

TYPE OF PERMIT (Please check one):

Special Event

Road Closure Request

Use of Town Property

DATE OF EVENT: April 7, 2012 TIME(S) OF EVENT: 10:00 AM

NAME OF APPLICANT/ORGANIZATION: John Parsons / Robert Heuchling
F.O.R.F. (Friends of Oyster River Track)

PERSONAL CONTACT FOR THIS EVENT: John Parsons / Robert Heuchling
ADDRESS: Durham, N.H.

TELEPHONE NO.: DAY: (John) 868-2218 Robert EVENING: Same
868-7177

EMAIL: rheuchling@comcast.net

DETAILED DESCRIPTION OF REQUEST (Pertaining to amplified music, location, route of travel. Please attach maps denoting routes and road closures):

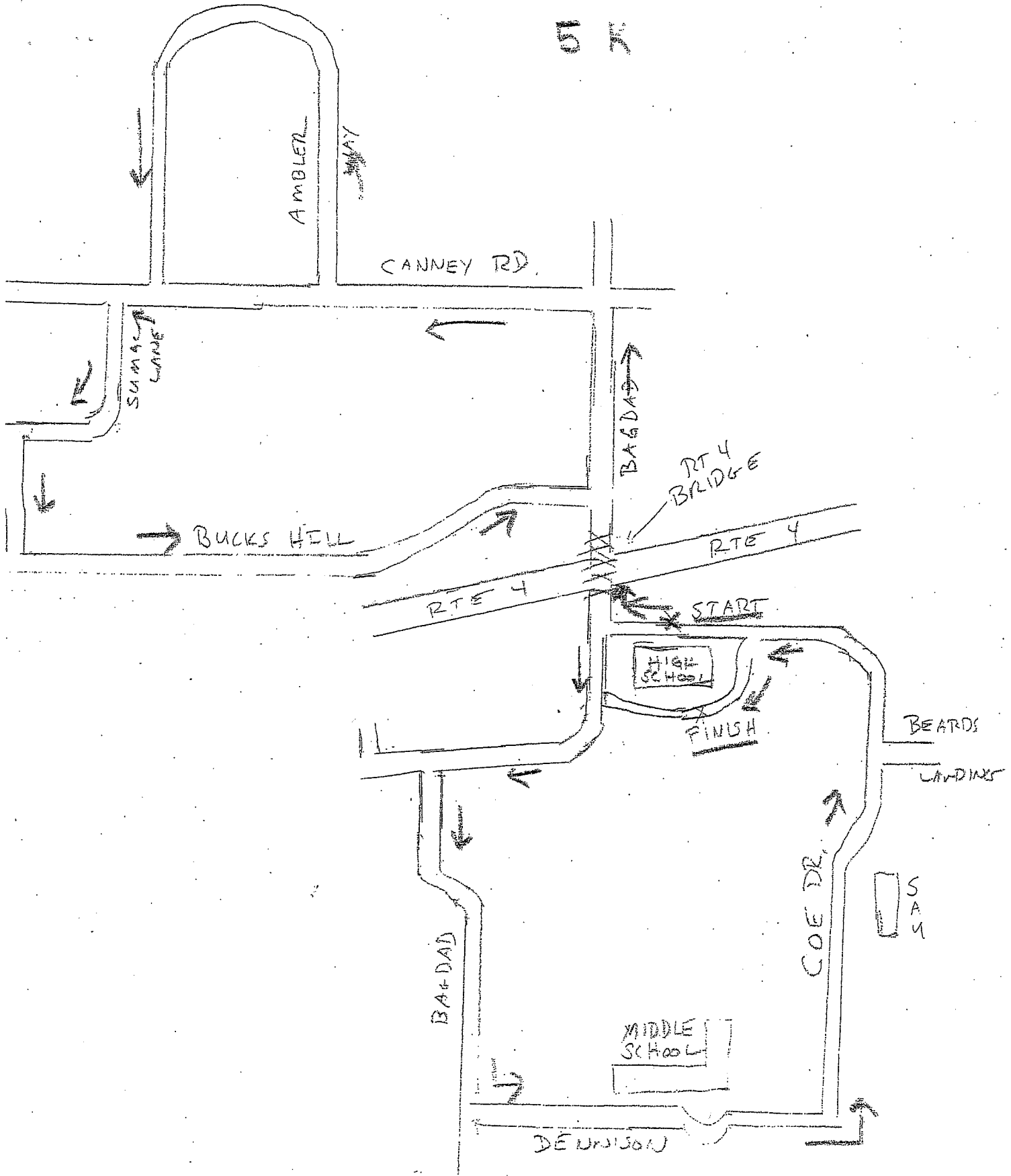
5K Road race beginning and ending at Oyster
River High School. There will be pre-race music
and amplified announcements. A map of Road Race
is attached and is self explanatory as route is drawn out.
The race course goes through Carrey Farms, along Bogdod
Road, up to Middle School then loops around Coe Drive
back to High School.

ANTICIPATED NUMBER OF PARTICIPANTS: 500-600

ANTICIPATED NUMBER OF VEHICLES: 250-300

TODD'S TROT

5 K



Janice Richard

From: Rene Kelley
Sent: Thursday, December 29, 2011 1:48 PM
To: Janice Richard; Steve McCusker; Melissa Perusse
Subject: RE: Special Event's App- FORT annual Run- 4/7/12

Will require six police officers for traffic control.

Rene Kelley
Deputy Police Chief
868-2324

From: Janice Richard
Sent: Thursday, December 29, 2011 1:31 PM
To: Rene Kelley; Steve McCusker; Melissa Perusse
Subject: Special Event's App- FORT annual Run- 4/7/12

These folks are on top of things this year! Please review- thanks!



Janice Richard
Assistant to Director
Durham Public Works
100 Stone Quarry Drive
Durham, NH 03824
603-868-5578

Janice Richard

From: Steve McCusker [smccusker@CI.DURHAM.NH.US]
Sent: Thursday, December 29, 2011 2:49 PM
To: Janice Richard; Rene Kelley; Melissa Perusse
Subject: RE: Special Event's App- FORT annual Run- 4/7/12

Fire has no issues with the event.

From: Janice Richard [mailto:jrichard@ci.durham.nh.us]
Sent: Thursday, December 29, 2011 1:31 PM
To: Rene Kelley; Steve McCusker; Melissa M. Perusse
Subject: Special Event's App- FORT annual Run- 4/7/12

These folks are on top of things this year! Please review- thanks!



Janice Richard
Assistant to Director
Durham Public Works
100 Stone Quarry Drive
Durham, NH 03824
603-868-5578

PRODUCER American Specialty Insurance & Risk Services, Inc. 142 North Main Street Roanoke, Indiana 46783	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
INSURED USA Track & Field, Inc. 132 East Washington Street, Suite 800 Indianapolis, IN 46204 FRIENDS OF OYSTER RIVER TRACK 5 ADAMS CIR DURHAM, NH 03824	INSURERS AFFORDING COVERAGE INS. A: AXIS Insurance Company INS. B: INS. C:
CERT NUMBER: 1001009227 EVENT CODE: 12-02-023	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL04100182-11	11/01/2011 12:01 a.m.	11/01/2012 12:01 a.m.	General Aggregate-Per Event	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.
- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured - Certificateholders, but only with respect to the TODD'S TROT 5K on April 07, 2012.

CERTIFICATE HOLDER	CANCELLATION
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TOWN OF DURHAM 100 STONE QUARRY RD DURHAM, NH 03824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
Fax: 603/868-5572

AGENDA ITEM: **# 7B**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Corey J. Landry, Fire Chief

AGENDA ITEM: RESOLUTION #2012-02 WAIVING THE STANDARDIZED PURCHASING PROCESS IN ACCORDANCE WITH SECTION 7 OF THE TOWN OF DURHAM PURCHASING POLICY AND UPON RECOMMENDATION OF THE ADMINISTRATOR; AUTHORIZING THE DESIGNATION OF GLOBE MANUFACTURING COMPANY, LLC BRAND FIRE AND RESCUE TURNOUT CLOTHING AND RELATED ACCESSORIES AS STANDARD PURCHASING ITEMS; AND AUTHORIZING THE DESIGNATION OF BERGERON PROTECTIVE CLOTHING OF EPSOM, NH AS THE SOLE SOURCE VENDOR FOR THE PURCHASE OF THESE ITEMS

CC PREPARED BY: Corey J. Landry, Fire Chief

PRESENTED BY: Corey J. Landry, Fire Chief

AGENDA DESCRIPTION:

The 2012 Capital Improvements Program includes \$90,000 for one new set of turnout gear for each firefighter, captain and administrative staff. A set consists of a protective coat, a pair of protective pants tailored for each individual, boots, helmet, hood, gloves, suspenders, flashlights, forestry shirts, and smaller related accessories. With the turnover of personnel over the last three years the yearly purchase of replacement gear has fallen dramatically behind. This purchase will give the department a clean slate to start with all personnel and give each firefighter the appropriate backup gear. The primary gear is worn by firefighters on the majority of emergency calls for service. Backup gear is necessary when the primary gear has been in a hazardous environment and is being cleaned. It takes two days for a set to be cleaned and dried properly.

Purchasing the same brand we have used for over 20 years is important for uniformity. Globe Manufacturing Company, LLC, a family-owned business in Pittsfield NH, produces firefighter turnout gear, structural firefighting gear, proximity firefighting gear, turnout boots, fire boots, technical rescue gear, and EMS gear and the durability of the gear has been proven many times over in the Durham

Fire Department. Bergeron Protective Clothing is Globe's exclusive authorized dealer in the State of New Hampshire, including the Cairns brand.

The Town of Durham Purchasing Policy, dated February 5, 2008, outlines the formal bidding requirements for purchases exceeding \$35,000.01. These requirements call for the preparation of written uniform specifications and an advertisement of a public bid.

Section 7 "Waivers and Standardization" of the Purchasing Policy allows the Town Council, with a two-thirds vote on recommendation from the Town Administrator, to *"waive any of the purchasing requirements in cases where it is deemed inadvisable to solicit bids because of a single source of supply or because of the need of standardization of the materials, supplies, equipment or services or for other stated reasons which the Town Council deems to be in the interest of the Town."*

In addition, the Purchasing Policy allows for the standardization of procurement of materials, supplies, equipment or services by a resolution of the Town Council.

The Fire Department requests that the Town Council, upon recommendation of the Town Administrator, approve Resolution 2012-XX waiving the standardized purchasing process in accordance with Section 7 of the Town of Durham Purchasing Policy and authorizing the designation of Globe Manufacturing Company, LLC brand Fire and Rescue Turnout Clothing and related accessories as standard purchasing items; and authorizing the designation of Bergeron Protective Clothing of Epsom, NH as the sole source vendor for the purchase of these items.

In addition, the Fire Department is requesting the Town Council, upon recommendation of the Town Administrator, approve the expenditure of \$90,000 from the Fire Department Capital Reserve Account for purchase of turnout gear from Bergeron Protective Clothing.

LEGAL AUTHORITY:

Purchasing Policy, Section 7, "Waivers and Standardization", outlines the need for a two-thirds vote of the Town Council following the recommendation from the Town Administrator for waiving of the purchasing requirements, as well as a resolution standardizing the procurement of materials, supplies, equipment or services.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Item	Budgeted Amount	Revenue Source	Item Cost	Expense Account
Turnout gear Purchase	\$90,000	Fire Department Capital Reserve Account	\$90,000	07-1206-702-36-000

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION #1:

The Durham Town Council does hereby approve Resolution 2012-02 waiving the standardized purchasing process in accordance with Section 7 of the Town of Durham Purchasing Policy and upon recommendation of the Town Administrator, authorizing the designation of Globe Manufacturing Company, LLC brand Fire and Rescue Turnout Clothing and related accessories as standard purchasing items; and authorizing the designation of Bergeron Protective Clothing of Epsom, NH as the sole source vendor for the purchase of these items. (Two-Thirds Vote Required)

 **DRAFT**

RESOLUTION #2012-02 OF DURHAM, NEW HAMPSHIRE

WAIVING THE STANDARDIZED PURCHASING PROCESS IN ACCORDANCE WITH SECTION 7 OF THE TOWN OF DURHAM PURCHASING POLICY AND UPON RECOMMENDATION OF THE ADMINISTRATOR; AUTHORIZING THE DESIGNATION OF GLOBE MANUFACTURING COMPANY, LLC BRAND FIRE AND RESCUE TURNOUT CLOTHING AND RELATED ACCESSORIES AS STANDARD PURCHASING ITEMS; AND AUTHORIZING THE DESIGNATION OF BERGERON PROTECTIVE CLOTHING OF EPSOM, NH AS THE SOLE SOURCE VENDOR FOR THE PURCHASE OF THESE ITEMS

WHEREAS, Section 7 "Waivers and Standardization" of the Purchasing Policy allows the Town Council, with a two-thirds vote on recommendation from the Town Administrator, to "waive any of the purchasing requirements in cases where it is deemed inadvisable to solicit bids because of a single source of supply or because of the need of standardization of the materials, supplies, equipment or services or for other stated reasons which the Town Council deems to be in the interest of the Town."

WHEREAS, the Purchasing Policy allows for the standardization of procurement of materials, supplies, equipment, or services by a resolution of the Town Council; and

WHEREAS, the Fire Department has determined that Globe Manufacturing Company, LLC Brand Fire and Rescue Turnout Clothing and Related Accessories is the best product;

NOW, THEREFORE BE IT RESOLVED, that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby approve Resolution #2012-02 waiving the standardized purchasing process in accordance with Section 7 of the Town of Durham Purchasing Policy and upon recommendation of the Administrator; authorizing the designation of Globe Manufacturing Company, LLC Brand Fire and Rescue Turnout Clothing and related accessories as standard purchasing items; and authorizing the designation of Bergeron Protective Clothing of Epsom, NH as the sole source vendor for the purchase of these items.

PASSED AND ADOPTED on this _____ of January, 2012 by a two-thirds vote of the Durham Town Council with ___ in favor, ___ opposing, and ___ abstentions.

Diana Carroll, Chair
Durham Town Council

ATTEST:

Lorrie L. Pitt, Town Clerk/Tax Collector



Globe Manufacturing Company, LLC

November 28, 2011

Chief Corey Landry
Durham Fire Dept.
51 College Road
Durham, NH 03824

Dear Chief Landry;

This letter stands as confirmation that Bergeron Protective Clothing is our exclusive authorized dealer in the State of New Hampshire for Globe Manufacturing Company, LLC products, including the Cairns brand.

GLOBE MANUFACTURING COMPANY is a 124-year old family owned and operated business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits, Cairns Protective Clothing, Globe EMS, LLC and Globe FootGear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

Bergeron Protective Clothing and Globe Manufacturing Company, LLC have been strong partners for many years. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Doug Towle

Doug Towle
VP Marketing

DT/nms

37 Loudon Road, Pittsfield NH 03263
TEL: 800-232-8323 603-435-8323
FAX: 800-442-6388 603-435-6388
www.globefiresuits.com

Globe Firefighter Suits • Globe Cairns • Globe LifeLine • Globe FootGear • Globe CARES



DEPARTMENT OF PUBLIC WORKS

TOWN OF DURHAM

100 STONE QUARRY DRIVE

DURHAM, N.H. 03824

603/868-5578 AGENDA ITEM:

FAX 603/868-8063

7C

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Public Works Department

- AGENDA ITEM:
1. **RESOLUTION #2012-03 APPROVING THE SUBMISSION OF AN APPLICATION TO THE NEW HAMPSHIRE DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM IN THE AMOUNT OF \$418,000 FOR THE WATER METER UPGRADE PROJECT AND AUTHORIZING THE ADMINISTRATOR TO SIGN SAID LOAN DOCUMENTS**
 2. **SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, APPROVE THE ENGINEERING PHASE CONTRACT FOR THE WATER METER UPGRADE PROJECT TO WESTON & SAMPSON ENGINEERS, INC., PORTSMOUTH, NEW HAMPSHIRE FOR THE ESTIMATED SUM OF \$45,000 AND AUTHORIZE THE ADMINISTRATOR TO SIGN CONTRACT WITH THE MONIES COMING FROM ACCOUNT 07-1225-221-36-000**

CC PREPARED BY: David Cedarholm, Town Engineer

PRESENTED BY: Todd Selig, Town Administrator

AGENDA DESCRIPTION:

The purpose of this Council Communication is to request approval to submit an SRF loan application in the amount of \$418,000 to fund upgrading to the Town's water meter reading system, and approve an engineering phase contract with Weston & Sampson Engineers, Inc. for assistance in implementing the project and incorporating the updated information into the UNH/Durham Water System's Water Conservation and Efficiency Plan. Weston & Sampson Engineers, Inc. was selected for this project due to their history with Durham in developing the 2008 UNH/Durham Water System Water Conservation Plan, and due to the extensive experience they have gained in working with more than 20 other communities in New England updating water meter systems. Weston & Sampson teamed with Underwood Engineers in 2007 to develop the latest version of the Town's Water Resource Management Plan and were responsible for the water conservation component of the Spruce Hole Well Project.

The New Hampshire Department of Environmental Services (NHDES) has indicated that this project is eligible as a "green infrastructure project" for a 20 percent principal forgiveness grant of up to \$83,600. The grant is realized after the project is complete and the SRF loan amount is finalized. Durham was selected because the state had unanticipated Federal monies and the NHDES knew Durham was shovel-ready to move forward with the project due to proactive planning by the Town.

Many of Durham's 1080 water meters are in excess of or approaching 20 years old. The Town reads each meter twice per year which corresponds with the current billing cycle. The proposed system is an Automatic Meter Read (AMR) system which will enable the Town to maintain more accurate and timelier records of water user accounts, and bill more frequently such as quarterly. Quarterly readings is the minimum industry standard. The AMR system uses small radio transmitters at each water meter that are capable of storing and transmitting the water user information as often as desired. The meter data is easily collected by driving through a neighborhood with a handheld receiver and the data is automatically downloaded on the receiver and then brought back to the office for quick download into a spreadsheet.

The benefits of an AMR water meter system are in conjunction with our Lean/Kaizen efforts and will allow the water system to better implement and enforce the provisions of their Water Management Plan. These benefits include:

- Reduction in meter reading time thereby freeing up staff for maintenance and water system operations and better serve user needs.
- Allows the ability to observe and track individual customer usage to identify high water usage and leaks in a more timely fashion, enhancing citizen service.
- Offers the ability to read all accounts in a fixed billing period.
- Improve water and sewer department revenue cash flow.
- Allows for better tracking of system leakage and unaccounted-for water because master meters and revenue meters can be read in the same time period.
- Reduction in administrative time and error in entering meter read data.
- Ability to initiate peak consumption rates and track water restrictions if necessary.

Not all meters will require replacement; most will only need to have radio units attached to the current metering equipment to transmit their data. All of the meters and equipment that are older than 15 years (approximately 40% of the system) will be replaced. This too, will enable better accounting of water use as older meters are

known to lose their efficiency over time. Weston & Sampson's agreement is attached as well as the SRF Loan application.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The SRF loan rates are currently at 1.84% for 10 years and 2.91% for 20 years. The potential revenue recovery from installing new more accurate meter readings will help this project almost pay for itself. Water meters tend to "under register" as they age, which means a certain percentage of water used is not recorded with old meters. Based on the Town's current water and sewer rates, improving meter accuracy by 2.5% will bring in enough additional revenue to offset a 10-year bond payment. Improving accuracy by 4.0% will bring in enough revenue to offset a 20-year bond payment.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby ADOPT Resolution #2012-03 approving the submission of an application to the New Hampshire Drinking Water State Revolving Fund program in the amount of \$418,000 for the Water Meter Upgrade Project and authorizing the Administrator to sign said loan documents.

MOTION 2:

The Durham Town Council does hereby, upon recommendation of the Administrator, approve the engineering phase contract for the Water Meter Upgrade Project to Weston & Sampson Engineers, Inc., Portsmouth, New Hampshire for the estimated sum of \$45,000 and authorizes the Administrator to sign said contract with the monies coming from Account 07-1225-221-36-000.



DRAFT

RESOLUTION #2012-03 OF DURHAM, NEW HAMPSHIRE

APPROVING THE SUBMISSION OF AN APPLICATION TO THE NEW HAMPSHIRE DRINKING WATER STATE REVOLVING FUND PROGRAM IN THE AMOUNT OF \$418,000 FOR THE WATER METER UPGRADE PROJECT AND AUTHORIZING THE ADMINISTRATOR TO SIGN SAID LOAN DOCUMENTS

WHEREAS, Section 5.12 of the Durham Town Charter enables the Town Council to authorize all borrowing of funds and further stipulates that for the purposes of borrowing, the Town of Durham shall have all the powers and duties vested with a city; and

WHEREAS, the Town of Durham, after thorough consideration, hereby determined that upgrading the Town's water meters and the meter reading system, is desirable and in the public interest, and to that end it is necessary to apply for assistance from the State Revolving Fund (SRF); and

WHEREAS, the Town of Durham expects to receive principal forgiveness on the SRF loan for approximately 20 percent of the total completed Water Meter Upgrade Project in the amount of approximately eighty Six Hundred Fifteen Thousand Five Hundred Twenty Seven Dollars (\$83,600), or 20 percent of the value of the SRF loan; and,

WHEREAS, the Town of Durham has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Dw 1100, which relate to loans from the Drinking Water State Revolving Fund and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE BE IT RESOLVED by the Durham Town Council, the governing body of the Town of Durham, New Hampshire, does hereby approval Resolution #2012-03 as follows:

1. That the Town Administrator is hereby authorized on behalf of the Town of Durham to file an application for a loan to be made in accordance with New Hampshire Code of Administrative Rules Chapter Env-Dw 1100;
2. That if such loan be made, the Town of Durham agrees to repay the loan as stipulated in the loan agreement;

3. That the said Town Administrator is hereby authorized to furnish such information and to take such other action as may be necessary to enable the Town of Durham to qualify for the loan;
4. That the said Town Administrator is hereby designated as the authorized representative of the Town of Durham for the purpose of furnishing such information, data, and documents pertaining to the applicant for a loan as may be required; and otherwise to act as the authorized representative of the Town of Durham in connection with this application;
5. That certified copies of this resolution shall be included as part of the application to be submitted for a loan;
6. That if such loan be made, the Town of Durham agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

PASSED AND ADOPTED this ____ day of _____ by a two-thirds majority vote of the Durham Town Council with _____ voting in favor, _____ voting against, and _____ abstaining.

Diana Carroll, Chairman
Durham Town Council

ATTEST:

Lorrie Pitt, Town Clerk

Weston & Sampson®

100 International Drive, Suite 152
Portsmouth NH 03801
Phone 603-431-3937 Fax 603-433-4358
www.westonandsampson.com

Durham, New Hampshire

January 16, 2012

Mr. David Cedarholm, P.E.
Town Engineer
Town of Durham
Public Works Department
100 Stone Quarry Drive
Durham, NH 03824

RE: Letter Agreement
Assistance with Water Meter Upgrade and
Water Conservation and Efficiency Plan

Dear Dave:

Per our meetings and subsequent correspondence we have prepared this letter agreement to assist the Town of Durham (Town) with the implementation of the 2012 Water Meter Upgrade and the integration of this upgrade into the UNH/Durham Water System's Water Conservation and Efficiency Plan. This agreement scope follows the general budget recommendations as submitted in 2011 to the New Hampshire Department of Environmental Services (NHDES) State Revolving Loan Fund (SRF) program. This project is currently listed on the NHDES's funding list and qualifies for 20% principal forgiveness because it is considered a "green" project.

Scope of Services

Weston & Sampson will perform the following tasks:

We will assist the Town with the specifications, bidding and implementation of a water meter upgrade for Durham water system customers (The University meters and reads their water services with their own radio-read system). The intent of the project is to replace all customer water meters that are older than 15 years, right-size any meters in the system that are not correctly sized for the water demand at the existing water service, and install a radio-read system that will enable the Town staff to read the meters via a mobile system. We will also assist the Town with updating their Water Conservation and Efficiency Plan. This Plan update will build on previous versions of the UNH/Durham water system's Water Conservation Plan draft and will integrate a "source to tap" approach that will utilize the new customer water meter data from this project to assess water demands. Therefore, we propose the following general scope of work:

1. Hold an initial kickoff meeting with the Town water operations and billing staff to discuss the project detail and implementation. Initial project components will include:
 - a. Finalizing the customer water meter inventory. Based on the preliminary inventory of meters it is assumed that 500 meters in the system will be replaced and have new radio-read transmitters installed while 650 meters will only have to be retrofitted with radio-read units. We will meet with Town staff and finalize this inventory to determine:
 - i. Size, age, type.
 - ii. How many meters are set up for remote reading via outside meter boxes and what type of wiring they have (2-wire or 3-wire).
 - iii. How many meters are candidates for "right sizing," increasing or decreasing the meter size of a selected site to improve billing accuracy.
 - iv. The Town's ability to either retrofit meters with radio read technology or replace them.
 - b. Review the Town's water billing and accounting system:
 - i. Type of billing, hardware and software. Potential revisions to billing format that might be implemented through the upgrade.
 - ii. Categorize customers according to the type of user:
 - a. Residential
 - b. Commercial
 - c. Industrial
 - d. Government
 - e. Condo
 - f. Apartment
 - g. Irrigation
 - h. Other
 - iii. Determine what specification requirements will be necessary to assure that the transition to a radio-read system does not interrupt day-to-day operations of the water billing department. Currently, meters are read twice a year, in April and October, so the majority of the upgrade will occur prior to the October meter reading.
 - iv. Define specific scope of work items to include in the contractor specifications such as contacting and scheduling appointments, determination of responsibility for any necessary plumbing needed for meter installations, training requirements for Town staff during upgrade, warranties for workmanship and equipment, and any other items the Town believes should be addressed.
2. Develop the bid and installation specifications for the Town to solicit qualified vendors to install the new meters and upgrade to a radio-read system. Provide the Town staff with a memorandum and draft specifications. Coordinate a follow-up meeting with Town staff to discuss and finalize.
3. Assist Town staff with the NHDES submittal requirements for the SRF funding.
4. Review the vendor bids and prepare a memorandum to the Town with the bidding tabulation and recommended vendor.
5. Summarize project implementation schedule through a memorandum and assist Town with developing customer outreach materials. If necessary, present an overview of the meter upgrade at a Town Council meeting.

6. Provide initial installation oversight for project startup. This task may be revised and amended if necessary, depending on what involvement the Town desires after the installation work proceeds.
7. Update and Finalize the UNH/Durham Water Conservation and Efficiency Plan:
 - a. Meet with UNH/Durham Water and Sewer Committee to discuss the development of a Water Conservation and Efficiency Management Plan Tool which will be developed to assess operating conditions, water availability and the need for water use restrictions. This Tool will enable the Town of Durham and the water system staff to assess and predict water supply conditions as they relate to the current UNH/Durham Water Use Plan guidelines via:
 - i. Correlating existing and predicted flow conditions on the Lamprey and Oyster River surface water supplies to assess the available water supply withdrawal conditions. The Tool will also make one, two and four week predictions based on anticipated flow projections. It will also reference the online information provided by the NHDES Instream Flow Program for tracking bioperiods and flow requirements for the Lamprey River.
 - The current Excel-version spreadsheet as maintained by the NHDES program is located at the website:
<http://des.nh.gov/organization/divisions/water/wmb/rivers/instream/lamprey/index.htm>
 - ii. The Tool will also assess available groundwater supply source volumes based on current and historical conditions.
 - iii. The Tool will integrate the customer water use data collected via Durham's new radio-read system, together with UNH's facility use, to track and project customer demands. This will assist the Town and water system managers with tracking the total water supply availability versus demand status. This status will then determine if public outreach is necessary to notify system users of potential supply deficiencies and the need for additional water conservation measures.
 - b. Integrate the Tool into the draft Water Conservation Plan (the current draft Plan is dated October 2008.) The Plan will then be finalized as the Conservation plan for the Lamprey River Instream Flow Program's Conservation Requirements as noted in the NHDES-R-WD-11-9 draft document for this program.
 - i. We will meet with NHDES water conservation program staff to discuss the updated Plan and incorporate their comments in the final draft.
 - ii. A final draft Plan will be prepared and submitted to the water system staff for review prior to final submittal to NHDES.
 - iii. Finalize the Plan and submit hard and electronic copies to the water system.
 - c. We will assist the Town with public outreach for the Water Conservation and Efficiency Program via the development of a Water Supply Status Update template. The template will be designed to provide an easy way to communicate to water system customers about the current water supply status, potential water conservation needs, and water efficiency tips. It will be formatted such that it will enable this information to be disseminated to water users, the news media, regulatory agencies and others via multiple platforms; email, .pdf, websites, etc.

Fee and Schedule

For Weston & Sampson to complete these tasks we estimate a fee, not to exceed \$45,000, including expenses. The estimated commitment for each task is as follows:

	Total Hrs
Project Kickoff and Management	25
Final Inventory of Meters, Services and Upgrade Needs	50
Meeting to Discuss Options and Finalize Scope of Upgrade	12
NHDES SRF Requirement Assistance	12
Prepare Bidding Specifications	60
Bidding Review and Recommendations	16
Initial installation oversight and assistance	30
Finalize Water Conservation and Efficiency Plan	40
Develop Water Conservation and Efficiency Management Tool	60
Assistance with Customer outreach (including meter upgrade info)	20

Total Cost Estimate:

- Labor - \$43,600
- Expenses - \$1,400

For the services performed under this letter agreement, the Town agrees to compensate Weston & Sampson monthly on a time charge plus expense basis.

Anticipated Project Timeline:

We anticipate the following project timeline for the outlined scope of work and tasks. This timeline can be adjusted if the Town desires. Many of the tasks will be undertaken concurrently; therefore the timeline provides general guidance of anticipated tasks and project milestones:

- **Mid-January 2012** – Project Kickoff
- **February** – Update and finalize meter inventory, develop bidding specifications and begin update of Water Conservation and Efficiency Plan.
- **March** – Advertise for bids and pre-bid meeting (if necessary).
- **April** – Assist with customer outreach regarding meter upgrade and finalize Water Conservation and Efficiency Plan.
- **May** – Bid opening and selection of contractor.
- **June** – Contractor begins installation of meter upgrades.
- **July** – Submit Water Conservation and Efficiency Plan to NHDES.
- **December** – Meter upgrade installation complete.

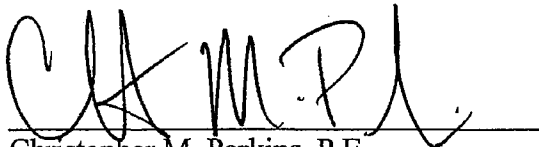
The services of Weston & Sampson shall be provided as described herein and in accordance with the General Terms and Conditions included in Attachment A. If the Town concurs with this Letter Agreement, please sign and return one copy of this Letter Agreement. Following the notice to proceed we anticipate meeting with the Town as soon as possible.

January 16, 2012

If the Town has any questions regarding this Letter Agreement, please contact, Mr. Brian Goetz at 431-3937 ext. 5005 or via e-mail at: goetzb@wseinc.com.

We look forward to working with you and the Town on this project.

Very truly yours,
WESTON & SAMPSON ENGINEERS, INC.



Christopher M. Perkins, P.E.
Regional Manager

ACCEPTED FOR:
TOWN OF Durham, NH
By the Town Administrator

Todd I. Selig

Date: _____

Attachment: Terms and Conditions

P:\Durham NH\2012 Meter Upgrade\WSE Durham Water Meter Upgrade and Efficiency Plan Scope Final.docx

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated January 16, 2012 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefore, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgement. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable

attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.

subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
 7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRATORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON'S independent consultants, and for the services necessary to affect termination.
 9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors,

- consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The Client shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
 11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the Client arising out of the interpretation and performance of this Agreement.
 12. WESTON & SAMPSON and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
 13. WESTON & SAMPSON shall not be required to sign any documents, no matter by requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
 14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
 15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
 16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
 17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
 18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal

obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

Approved by:

Signature

Date

Printed Name and Title

New Hampshire Department of Environmental Services
FINAL APPLICATION FOR THE STATE REVOLVING FUND (RSA 486:14)
DRINKING WATER: FORM 1

1. PUBLIC WATER SYSTEM INFORMATION

Water System Name UNH/Durham Water System PWS ID # 0691010
Town/City: Durham Municipal Private
Contact Person: David Cedarholm
Mailing Address: 100 Stone Quarry Drive Phone: 603-868-5578
Durham, NH 03824 Email: dcedarholm@ci.durham.nh.us

2. PROJECT TITLE

Water Meter Upgrade

3. PROJECT DESCRIPTION - provide a concise description of the project need and how it will address public health protection and compliance with the SDWA:

The intent of this project is to upgrade the water meter reading system to a radio-read system enabling the Town to more effectively account for customer water usage in the system and allow Durham to transition to quarterly billing of all customers (currently, the Town only bills twice a year). Upgrading to a radio-read system will reduce the time required to read meters, provide the ability to observe and track customer usage and unaccounted for water, help to identify abnormal usage indicative of leaks or failed components, reduce administrative error, and improve water and sewer department revenue/cashflow.

4. PROJECT COST

Estimated Construction Cost\$ 338,000
Construction Contingency (10%)..... \$ 35,000
Estimated Engineering / Planning Costs.....\$ 45,000
Other Costs.....\$ _____

Describe other costs _____
Total Estimated Costs..... \$ 418,000

Loan Term (5, 10, 15 or 20 years) 20 **Amount of Loan Requested** \$ 418,000

5. PERCENTAGE OF TOTAL ESTIMATED COSTS ALLOCATED TO:

____ Water Efficiency % ____ Energy Efficiency % 100 Green Infrastructure %

6. CURRENT RESIDENTIAL WATER RATE (Based on 100,000 gallons/year)

\$ 530.75 / single family home / year

7. PROJECT SCHEDULE

Authority to Borrow Date: January 23, 2012
Anticipated Design Start Date: January 23, 2012
Anticipated Construction Contract Award Date: May 1, 2012
Anticipated Project Completion Date: December 15, 2012

Applicant certifies that the information in the application and in the attachments is true, correct, and complete to the best of the representative's knowledge and belief.

Signature of Authorized Representative Title Date



DEPARTMENT OF PUBLIC WORKS

TOWN OF DURHAM

100 STONE QUARRY DRIVE

DURHAM, N.H. 03824

603/868-5578

FAX 603/868-8063

7D

AGENDA ITEM:

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Public Works Department

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, AWARD THE CONSTRUCTION CONTRACT FOR THE WASTEWATER TREATMENT PLANT CONTROL BUILDING HVAC IMPROVEMENTS PROJECT TO CORRECT TEMP HVAC OF METHUEN, MA IN THE AMOUNT OF \$42,620.00 AND AUTHORIZE THE TOWN ADMINISTRATOR TO SIGN ASSOCIATED DOCUMENTS?

CC PREPARED BY: David Cedarholm, Town Engineer
April Talon, Assistant Town Engineer

PRESENTED BY: Todd Selig, Town Administrator

AGENDA DESCRIPTION:

The purpose of this Council Communication is to request that the Town Council award the construction contract for the Wastewater Treatment Plant Control Building HVAC Improvements Project to Correct Temp HVAC of Methuen, MA.

This project will replace the heating, ventilation and air conditioning (HVAC) system that was constructed with the original facility in 1977. Due to its age, system components have been regularly failing and a complete replacement is required. The current system is inefficient and has become a challenge to maintain. About one-half of the system is currently not functioning at all. The new system includes rooftop air handling heat pumps for heating and air cooled heat pumps for cooling. As a cost savings measure, the demolition work will be completed in house.

Engineering design and preparation of construction plans was completed by Oak Point Associates of Portsmouth, NH. Project documents and bidding were completed in-house. Bids were opened on January 6, 2012 and Correct Temp HVAC was the low bidder with a total price of \$42,620. The other bids received were

\$52,256 from Dowling Corporation and \$106,095 from Granite State Plumbing and Heating.

The Department of Public Works and the Town Administrator have reviewed the bids and recommends that the contract be awarded to Correct Temp HVAC of Methuen, MA.

LEGAL AUTHORITY:

Article 4-20 of the Administrative Code of the Town of Durham requires every purchase or contract in excess of \$15,000 shall be made only after receipt of publicly invited sealed competitive bids on uniform specifications and that all purchases in excess of \$35,000 requires approval by the Town Administrator and Town Council by affirmative vote.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Correct Temp HVAC	\$42,620
Dowling Corporation	\$52,256
Granite State Plumbing & Heating	\$106,095

Funds to pay for these improvements are contained within Account #07-0514-360-36-000, Account #07-0832-360-89-000, and Account #07-1032-360-36-000.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council, upon recommendation by the Town Administrator, hereby approves the construction contract for the Wastewater Treatment Plant Control Building HVAC Improvements Project to Correct Temp HVAC of Methuen, MA for the amount of \$42,620 and authorizes the Town Administrator to sign said contract with the monies coming from Account #07-0514-360-36-000, Account #07-0832-360-89-000 and Account #07-1032-360-36-000.



TOWN OF DURHAM
 15 NEWMARKET ROAD
 DURHAM, NH 03824-2898
 Tel: 603/868-5571
 Fax: 603/868-5572

AGENDA ITEM: # **7E**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Jim Rice, Durham Assessor

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, REDUCE THE APPRAISAL OF PROPERTY OWNED BY R.A.W. REVOCABLE TRUST AND J.M.W. REVOCABLE TRUST FOR PROPERTY LOCATED AT MADBURY ROAD AND DAVIS COURT FROM \$3,667,600 TO \$3,403,700 AND GRANT A PROPERTY TAX ABATEMENT FOR TAX YEAR 2011 IN THE AMOUNT OF \$263,900 ASSESSED VALUATION TO R.A.W. REVOCABLE TRUST AND J.M.W. REVOCABLE TRUST?

CC PREPARED BY: Jim Rice, Durham Assessor

PRESENTED BY: Jim Rice, Durham Assessor
 Todd I. Selig, Administrator

AGENDA DESCRIPTION:

The owners have applied for an abatement of property taxes paid in 2011 regarding the properties noted below. Based on a recent BTLA settlement agreement for tax year 2009, they believe they are also entitled to an abatement for tax year 2011 as well due to the adjustments made to their assessments. The owners did not appeal tax year 2010, therefore no abatement was required for that tax year. The negotiated adjustments to their assessments are as follows:

<u>PID</u>	<u>Location</u>	<u>2009 - 2011 Assessment</u>	<u>Revised Assessment</u>	<u>Difference</u>
3-1-11A	56/58/60 Madbury Road	\$2,418,100	\$2,340,800	\$ 77,300
3-1-11B	62/68 Madbury Road	\$ 653,400	\$ 466,800	\$186,600
3-1-11C	4 Davis Court	\$ 128,100	\$ 128,100	\$ 0
3-1-11D	3 Davis Court	\$ 167,800	\$ 167,800	\$ 0
3-1-11E	2 Davis Court	\$ 161,400	\$ 161,400	\$ 0
3-1-11F	1 Davis Court	<u>\$ 138,800</u>	<u>\$ 138,800</u>	<u>\$ 0</u>
		\$3,667,600	\$3,403,700	\$263,900

Council Communication, 1/23/12

Re: Property Tax Abatement – R.A.W. Revocable Trust and J.M.W. Revocable Trust

The total assessments of all six properties were reduced from \$3,667,600 to \$3,403,700. Therefore, the Assessor recommends granting the appeal and abating the assessed value difference of \$263,900, or \$7,441.98 ($\$263.9 \times \28.20) for tax year 2011 only plus interest at six percent per annum from the date paid to refund date per RSA 76-17-a. **If the taxes have not been paid, then no refund or interest is due.** The taxpayer *did not* appeal tax year 2010, therefore no abatement is due. The Administrator concurs with the Assessor's recommendation.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, reduce the appraisal of property owned by R.A.W. Revocable Trust and J.M.W. Revocable Trust for Property Located at Madbury Road and Davis Court From \$3,667,600 to \$3,403,700 and Grant a Property Tax Abatement for Tax Year 2011 in the Amount of \$263,900 Assessed Valuation to R.A.W. Revocable Trust and J.M.W. Revocable Trust?



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
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9A
AGENDA ITEM:

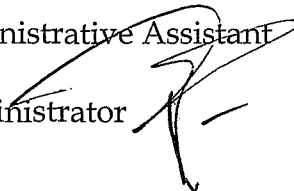
DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: **POWER OUTAGES – PUBLIC SERVICE OF NEW HAMPSHIRE REPRESENTATIVES**

CC PREPARED BY: Jennie Berry, Administrative Assistant

CC PRESENTED BY: Todd I. Selig, Administrator 

AGENDA DESCRIPTION:

Representatives from Public Service of New Hampshire have been invited to Monday night's Council meeting to give a brief presentation relative to recent power outages experienced in Durham.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

Receive presentation from representatives of PSNH regarding recent power outages experienced in Durham followed by a question and answer session.



Public Service
of New Hampshire
A Northeast Utilities Company



NOVEMBER 2011

“Our power never went out like this when I was growing up! What’s Changed?”

Over the past several weeks, we at PSNH have heard loud and clear the frustration, anger, and questions of our customers, as they try to adjust to periods without power. And we are just as frustrated with long power outages as you are.

PSNH is proud of our 85-year history of providing power to New Hampshire and we have good reason to be. By every industry measure, we do our jobs very well. We have a deep commitment to our customers and to our state, and a culture of constantly looking for ways to serve you better.

So what has changed? Why are long power outages happening more often than they used to?

The answer is that there is one thing that is beyond our power to control: the weather.

For our business, extreme weather is like a car crash. We can make sure that we are experts behind the wheel and that our car is designed and maintained in top condition. But if we get hit head-on, all we can do is pick up the pieces and put our car back together as quickly as possible.

Collisions with extreme weather since December 2008 have led to four of the largest outages in our company's history. The ice storm of 2008 was followed just over a year later by the wind storm of 2010. This year, we had Tropical Storm Irene in August and then a storm unlike any other October storm on record in New Hampshire.

Each of these storms had a different twist, but the results were the same: miles of fallen power lines, hundreds of shattered poles, and countless pieces of damaged equipment. In each case, it took hundreds of crews from near and far and several days to repair or replace everything that was broken.

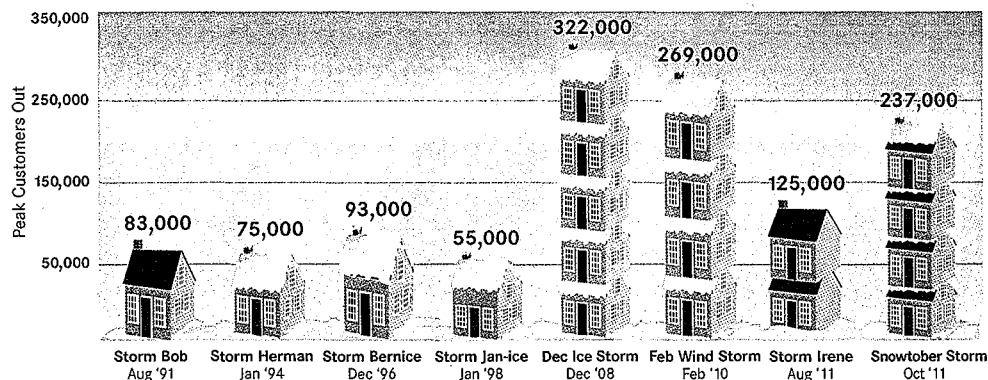
A Turbulent Weather Period

Seeing the forest through the trees, when it comes to weather patterns, can be difficult when faced with back-to-back events like the October Nor'easter and Tropical Storm Irene. Focusing on each one is a necessity, meteorologists agree, but looking at them as a whole provides some interesting insights.

According to New Hampshire State Climatologist Mary Stampone, PhD, "This year's October snowstorm is unprecedented with respect to our records, which indicate that while snowfall is not unusual in October, it usually only adds up to four inches or less."

Many New England weather experts believe the recent storms aren't an exception but are part of a pattern that could last several years. About every 30 to 40 years, meteorologists say,

Storm Comparison



| 1

New England goes through a general cycle change between a "warmer phase" (such as from about 1980 to 2010) and a "colder phase" (such as from 1950 to 1980). While there is ongoing research that is inconclusive concerning these patterns and gap years, several research circles theorize that when we switch from these cycles, we can go through stretches of five to six years of wild weather featuring clusters of major storms. And, according to weather experts, we are just coming out of the warmer phase-to-colder phase transition. When you review the list of the 25 most significant weather events in New Hampshire since 1890, more than two-thirds fall during these critical transition years.

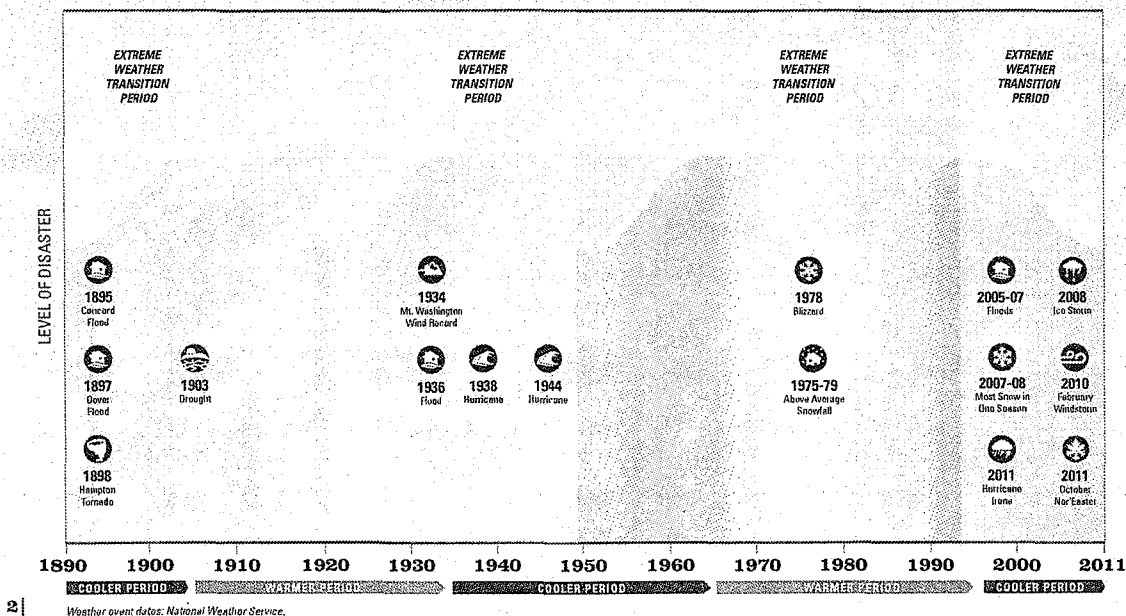
"I do think that much of this type of weather pattern will remain, and much of the recent research indicates that the Northeast can expect more erratic weather patterns and stronger storm events in the years to come," says Stampono.

Consider some of these New Hampshire transition-year storm clusters:

- Concord flood 1895, Dover flood 1897, Hampton tornado 1898, and drought of 1903
- Mt. Washington wind record 1934, historic flood of 1936, hurricanes of 1938 and 1944
- Above-normal snowfall four winters in a row from 1975-1979, including the Blizzard of '78
- Floods of 2005 (Alstead), 2006 (Mother's Day), and 2007 (Patriot's Day); the Ice Storm of 2008; the most snow in one season in 100 years in 2007-2008; the Wind Storm of 2010; Tropical Storm Irene in 2011; October Nor'easter in 2011

Turbulent Weather Periods

According to weather experts, weather patterns usually follow 30 to 40-year cycles of "cooler" phases (1950-1980) and "warmer" phases (1980-2010). As one phase transitions to the next, there has typically been a five- to six-year period of extreme weather. When you look at a list of the 25 most significant weather events in New Hampshire since 1890, more than two-thirds fall during these critical transition years.



Our Response: More Tree Trimming

Ninety percent of storm-related outages are caused by trees and branches crashing onto our lines and other equipment. Tree trimming is therefore a critical tool in our storm preparation arsenal.

PSNH's annual tree-trimming budget in 2003 was \$6 million. Today, we spend \$14 million. We employ six full-time, certified arborists who contract with and oversee more than 100 local tree trimming crews to conduct strategic and proactive vegetation maintenance programs along our power lines.

PSNH maintains about 13,000 miles of overhead power lines throughout New Hampshire. Our scheduled maintenance tree trimming is performed on a regular basis by electrical circuit, with a goal of trimming about 20 percent of PSNH's circuits every year. Year to date, we have trimmed 2000 miles, maintaining a clearance standard of eight feet on the sides, 10 feet below, and 15 feet above the wire. Crews complete the work in accordance with professional standards established by the American National Standards Institute and the International Society of Arboriculture.

In our trimming program, we pay particular attention to areas around our "backbone" lines, the main supply lines from our substations that, when damaged, affect large numbers of customers. Enhanced tree-trimming around these critical lines involves clearing the trees and vegetation near them from ground to the sky. We do enhanced tree trimming on about 50 miles of backbone line each year. We also do mid-cycle maintenance on an additional 100 miles of backbone lines annually to open up areas from any brush or overhanging branches that may have grown up in the intervening years.

On top of these efforts, we continually patrol lines to remove dead, diseased, or damaged trees that threaten our power lines, rights-of-way, and public roads. We generally remove about 8,500 "hazard trees" a year, amounting to more than 160 a week.

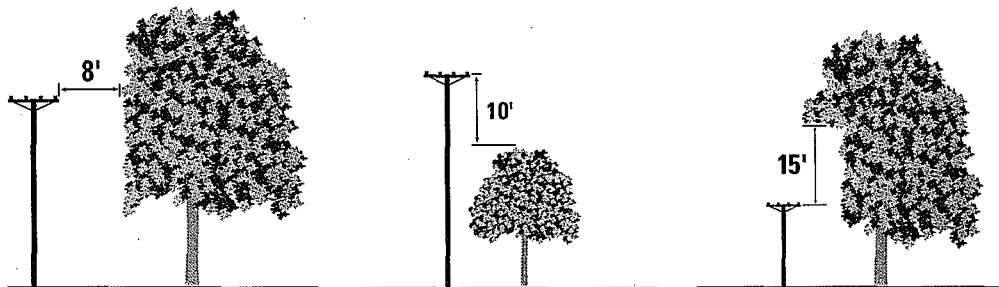
So Why Are There Still Outages?

As an outage prevention measure, tree trimming could only be a perfect solution if we were to clear-cut every tree within falling distance of our equipment. That is not something anyone would want, even if the law allowed it. The reality is that we live in the second-most-forested state in the country, behind only Maine. Over 84 percent of our land area is covered by trees, and our forests and leafy streets are important to our state's identity, economy, and environment.

Interestingly, this hasn't always been the case. In 1860, when farming was one of the state's primary industries, only 50 percent of New Hampshire was forested. Then the farming industry moved westward, leaving fields and pastures ripe for the natural reforestation of trees. In terms of tree coverage, we are now back to where we were in the early 1700's. And, since trees are being harvested at a rate slower than they are growing, our trees today are older and taller than they were 50 years ago—back when the lights never seemed to go out.

PSNH's annual tree-trimming budget in 2003 was \$6 million.

Today, we spend \$14 million.



Trees are pruned below, along, and above wires to reduce the chances of tree-related power outages. The trimming specification for Scheduled Maintenance Trimming (SMT) removes limbs that are within 8 feet to the side, 10 feet below, and 15 feet above the wires.

“The most tree destruction I’ve seen in 30 years”

Over the last 50 years, trees weren't the only things sprouting up in formerly rural areas; new houses and subdivisions have also proliferated, especially in the southern parts of our state. Since 1960, the population density of Litchfield has surged 1047 percent, Londonderry 882 percent, Merrimack 753 percent, Bedford 483 percent, and Amherst 446 percent. People moving into new houses on former farmland didn't have to worry much about trees causing power outages. Trees were few and far between, and the ones they planted were too small to be harmful. Now is a different story. In 50 years, the trees have matured along with the houses and neighborhoods. Many of these trees have been victims of recent storms, contributing to large numbers of outages in the most populated areas of our state. Our lead arborist echoed what many others have observed, that the October storm was more devastating to trees than any other storm in recent memory. The combination of snow, fully leafed trees, and wind was overwhelming, causing trees and limbs outside of our normal trimming zone to break and hit our equipment.

For comparison, normal rainfall on a tree with three-inch leaves and a crown diameter of 20 feet will add approximately 50 pounds of weight to the tree if the layer of water is 1/100 inch thick. However, three inches of snow (the equivalent of one inch of rain) adds about 1,470 pounds. In many areas, the snow stuck to the branches, even when the wind began to blow, changing this weight from a static to more damaging dynamic load.

To make matters worse, trees full of leaves are not prepared for winter conditions. They hadn't yet gone into dormancy, the

condition that helps them survive the cold and snow. When dormant, trees drop their leaves and undergo a series of other physical and chemical changes, including strengthening of their cell walls. When dormant, a tree's cells contain much less fluid, and the tree becomes harder and more wood-like. This storm caught the trees while they were still in growth mode and full of fluid. The weight of the fluid in the limbs and branches, combined with the weight of the snow on the leaves, was just too much for many trees to handle.

The Question of Moving Lines Underground

If trees are such a problem to overhead power lines, why don't we bury electrical equipment? This is a question that often gets asked and studied after major storms. As has been widely reported in the media, burying all of our lines is simply impractical, with an enormous cost that does not justify the gain in storm-related reliability. According to a 2009 study done by NEI Electric Power Engineering that was commissioned by the New Hampshire Public Utilities Commission, burying most overhead power lines in New Hampshire would take 40 years and cost \$43 billion. In one scenario from this study, a rough calculation of underground installation of all New Hampshire electric lines under the most adverse of geographic/design conditions places the cost in excess of \$40,000 per customer, increasing the average monthly bill by \$500, based on a 15 percent fixed charge rate.

Beyond cost considerations, digging trenches through about 13,000 miles of granite and delicate ecosystems would be

NH Residential Customers Electricity Use Has Grown By Nearly 11 Percent Since 2000

	2009 Monthly Electricity Use (kWh's)	2000 Monthly Electricity Use (kWh's)	% Change
Connecticut	869	854	1.8%
New Hampshire	748	674	10.9%
Massachusetts	732	695	5.3%
Vermont	691	719	-3.8%
Rhode Island	680	644	5.5%
Maine	626	541	15.7%

Source: U.S. Energy Information Administration

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difficult and disruptive, to say the least. The reward would be fewer storm-related outages, but underground systems have reliability problems of their own. They are vulnerable to water, tree roots, shifting ground, and damage caused by people digging above. When problems do occur, finding and conducting repairs is more difficult. Overall, studies say, the tremendous cost of an underground system brings only marginally better reliability.

conveniences that electricity provides, the patience of customers' has become shorter.

As a society, we have become dramatically more dependent on electricity than we were a decade ago, before the advent of Facebook, smartphones, and other electronic apps and devices that many of us rely on to keep us connected, organized, productive, and entertained. In New Hampshire, due to our smaller population

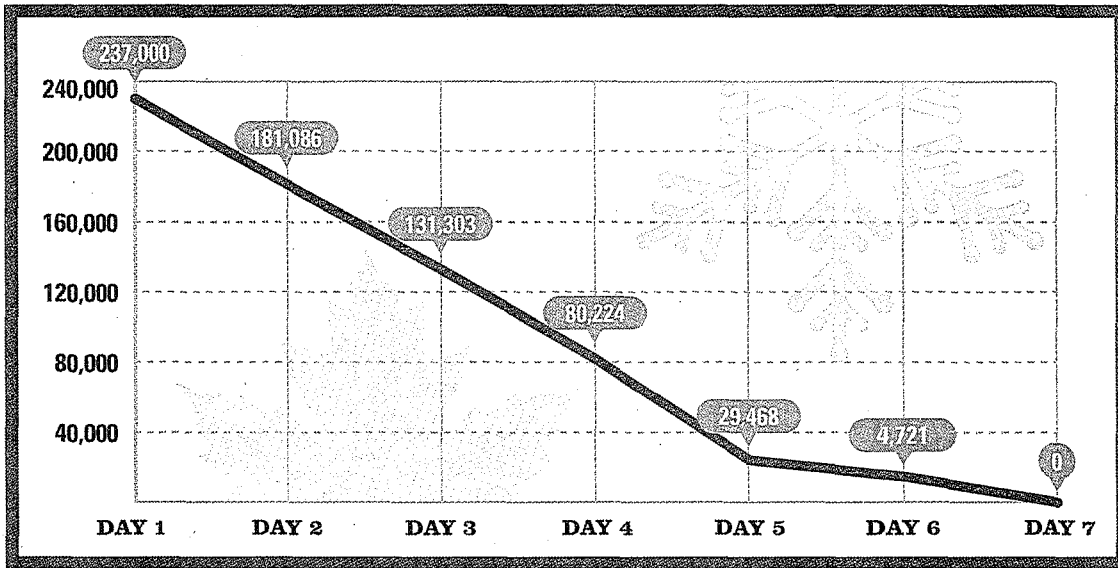
Power Outages Hurt More These Days

Power outages have always been an inconvenience, especially in the winter and for customers with wells that need electricity to provide running water. But in New Hampshire, even as recent as 10 years ago, a power outage meant “the lights are out.” Customers filled their bathtubs with extra water, got out their candles, and stoked their woodstoves. Our line crews were hailed as emergency responders almost on the order of fire fighters. Today, given the recent experiences with exceptional weather events that have resulted in more frequent multi-day power restoration efforts, and our growing reliance on the comforts and

and lower demand for air conditioning, our overall electricity usage is much lower than many other states. However, the rate at which we have increased our usage has outpaced the country as a whole. From 2000-2009, per-kilowatt-hour use in New Hampshire rose 10.9 percent, as opposed to declining 0.1 percent nationwide. It has also climbed steadily over the past decade with respect to our New England neighbors. Back in 2000, New Hampshire customers ranked 4th in New England for kilowatt usage per customer. By 2009, we were 2nd, behind only Connecticut. In New Hampshire, we are using a lot more power than we used to, and we miss it a lot more when it's gone.

Number of Customers Restored

A peak of 237,000 customers — the third largest in PSNH history—were without power by Sunday, Oct. 30, but PSNH crews moved swiftly to bring that number down to 181,086 by the end of day 2. Over the next four days, about 50,000 customers per day got their power back, with only scattered outages remaining Friday, Nov. 4. By 2 p.m. Saturday, Nov. 5, the restoration was declared complete.



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Where Do We Go From Here?

We rely on electricity more than ever before. The majority of people in our state live in areas where the trees are bigger, more mature, and more likely to cause outages than ever before. And we are stuck in a period of wild weather. Sooner or later, there will be more outages.

It is time for all of us to adjust and prepare.

Unlike many of the tools that have become indispensable in

What You Can Do

PSNH can make all the improvements in the world but, in the end, we can't control Mother Nature. Heading now into the winter season, we must prepare for the inevitability of future storms, and we strongly urge our customers to do the same. Here are some steps you can take:

- Look at the trees on and near your property. If any trees or branches are directly contacting

our everyday lives, we can't just reboot when we have an outage and get instant results. Even with state-of-the-art equipment and infrastructure, the basics of power restoration still requires skilled workers repairing poles and wires damaged by weather and trees in all types of weather conditions. Repairing and rebuilding a shattered electric system is still a very time-consuming, laborious, manual process—even with modern line trucks and tools. That said, we are continuously refining this process, and every storm teaches us new lessons. We will learn from the October storm and apply our findings to improve future restoration efforts.

Beyond studying restoration improvements, we will be recommending ways to reduce the number of outages from happening at all, through changes to tree-trimming practices. Specifically, we will be looking at legislation to establish a designated space around our lines that we can freely trim, or to at least streamline the process for gaining approval to trim trees on private property. Currently, we are required to give property owners 45 days written notice in advance of any routine tree work, and offer them the opportunity to schedule a personal consultation with our trimming staff. If the property owner does not request a consultation before the end of the 45 days, then consent is deemed to have been granted. However, if the property owner refuses to grant us permission, then these trees or limbs often end up as the cause of either a routine outage or part of a bigger storm-related outage.

If the road is designated as "scenic" the process is much more complicated and protracted. Permission for trimming in these areas requires local planning board approval after a public hearing.

Each year, PSNH spends a great deal of time and close to \$1 million gaining the necessary consent to maintain our lines. These dollars could surely be put to better use elsewhere.

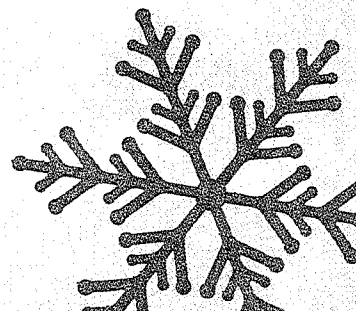
In addition, we will continue to work with state and local officials to identify areas where collaboration and mutual support can be strengthened.

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or rubbing the electric wires, or if a tree looks like it is dead or diseased and could potentially fall on our equipment, please call us at 1-800-662-7764 or report it on our website: www.psnh.com.

- **Plan before you plant.** You can help keep PSNH power lines free of vegetation and protect lines from outages by carefully considering what and where you plant. Some of these species provide the shade and appeal that property owners desire, without affecting our power lines. See guidelines posted on our website.
- **Consider investing in an emergency generator.** A professionally installed and properly ventilated generator can go a long way toward making outages more bearable as our crews work to restore service.

Living in New Hampshire and enjoying its natural beauty and four seasons is highly valued by Granite State residents—most of the time. Enduring multi-day outages caused by down trees and limbs during severe weather events, however, is the trade-off we're increasingly being forced to make. Working together to understand and address the root causes of these outages and exercising patience and cooperation during these times will make these unwelcomed events more tolerable.





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AGENDA ITEM: # **9B**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Oyster River Sustainability Coalition

AGENDA ITEM: OYSTER RIVER SUSTAINABILITY COALITION PRESENTATION –
CRISTINA DOLCINO, SHELLEY MITCHELL, AND OTHERS

CC PREPARED BY: Jennie Berry, Administrative Assistant

CC PRESENTED BY: Todd I. Selig, Town Administrator

AGENDA DESCRIPTION:

In May this year an Oyster River Sustainability Coalition (ORSC) was formed for the purpose of facilitating a sustainability forum and to measure its work and align itself with five principles of sustainability in the areas of food, energy, transportation, school curriculum, and community outreach. Durham's representatives to the ORSC are Cristina Dolcino and Shelley Mitchell. Dr. John Carroll is its UNH representative.

At this time, the ORSC is preparing to implement its short-term action plan, which will carry the Coalition through June 2012, subject to the ongoing support of the school district, the school board, the governing bodies of the towns of Durham, Lee, and Madbury, the University of New Hampshire, and the Oyster River community.

At Monday night's Council meeting, Cristina Dolcino and Shelley Mitchell will provide a presentation to Council members relative to the work accomplished by the ORSC to date and to answer any questions Councilors may have.

Attached for the Council's information is an interim report dated October 5, 2011 and a report on the implementation and action plans dated November 16, 2011 prepared by the ORSC.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

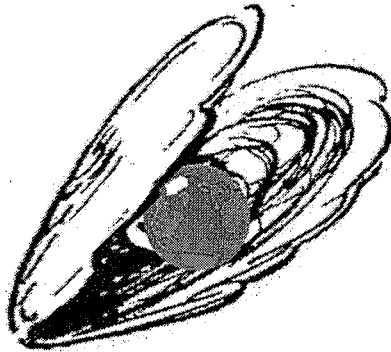
N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action is required. Receive presentation from members of the Oyster River Sustainability Coalition and hold question and answer session if desired.



Oyster River Sustainability Coalition

"Cooperating to Sustain the Oyster River Community"

Interim Report

October 5, 2011

**Oyster River Sustainability Coalition
Interim Report
October 5, 2011**

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**Oyster River Sustainability Coalition
Interim Report
October 2011**

I. Introduction:

Vision Statement

The Oyster River Community is committed to integrating sustainable practices. This will be demonstrated by our leadership and resolve to educate community members, and advocate for sustainable living.

Mission Statement

The purpose of the Oyster River Sustainability Coalition (The Green Oyster) is to facilitate a sustainability forum. We will measure our work and align ourselves with the five principles of sustainability (as developed by Gaylord Anton Nelson**) in the areas of food, energy, transportation, school curriculum and community outreach.

** Gaylord Nelson's five characteristics define sustainability :

- Renewability
- Substitution
- Interdependence
- Adaptability
- Institutional commitment

** See Appendix A for full text of Gaylord Nelson's Characteristics.

**Oyster River Sustainability Coalition
Interim Report
October 5, 2011**

II. History/Background:

A. Previous Oyster River Cooperative School District Sustainability Initiatives:

Oyster River has taken many steps in the direction of reducing our impact on the environment. We have begun to monitor our progress by tracking energy use and graphing charts to show school-by-school results.

Here is a list of initiatives the district has already taken to have more sustainable buildings:

- Continuing to commission the mechanical equipment at the high school to increase efficiencies and to increase the districts energy savings.
- Middle school energy management controls installed and schedules of equipment run times in place to reduce energy cost
- Mast Way energy management system controls installed and creating building schedule to achieve better efficiencies and to increase the district's energy savings.
- Moharimet installed controls on roof top units to better manage building conditions while improving energy consumption
- The use of green chemicals and green cleaning processes to maintain proper cleanliness in the buildings. We have reduced the number of cleaning chemicals and using green chemicals and green cleaning processes to maintain clean buildings and reduce waste material generation during the cleaning process.

B. History of Warrant Article#7:

In January of 2011, a citizen's group convened with the purpose of submitting a petitioned warrant article for the upcoming Oyster River Cooperative School District Deliberative Session and School District Warrant. By the petition of thirty-three(33) eligible voters, the group submitted the following warrant article for consideration:

Warrant Article #7: By petition, shall the District establish a study committee, to be comprised equally of school district personnel (teachers and administrators), students, school board members, and community members from each town, to study best practices involved in creating a sustainable school district. The committee will meet during the 2011 calendar year and examine the integration of sustainable ecological, economic, and cultural equity policies and practices into school operations and the curricula, presenting its findings and recommendations to the School Board at its first November, 2011 meeting.

On March 8, 2011 at Deliberative Session #2, the voters of the School District approved Warrant Article#7 by a vote of YES: 1326, NO: 556. In the month following the vote, representatives from the Warrant Article #7 group met with representatives from the School District Administration and the School Board to discuss the organization and charge of the proposed 'study committee'. A proposal for the charge and structure of the 'Oyster River Sustainability Committee' was received and approved by the School Board at its March 30, 2011 meeting; it was determined that the 'study committee' would serve as an Advisory Committee to the School Board, subject to relevant New Hampshire laws/statutes and School District policies.

Charge to Committee

Warrant Article #7: By petition, shall the District establish a study committee, to be comprised equally of school district personnel (teachers and administrators), students, school board members, and community members from each town, to study best practices involved in creating a sustainable school district. The committee will meet during the 2011 calendar year and examine the integration of sustainable ecological, economic, and cultural equity policies and practices into school operations and the curricula, presenting its findings and recommendations to the School Board at its first November, 2011 meeting.

Committee Charge:

Charge #1- Operations: To research and assess best practices involved in creating a sustainable Oyster River Cooperative School District through School District Operations, specifically focusing on the ecological, social and economic impacts in the areas of Food and Energy.

Topics:

- A. Food: Ecological, social and economic impacts
 - Purchasing and waste stream;
 - Health impacts: Nutrition.
- B. Energy: Ecological, social and economic impacts
 - Transportation (Public and Private)
 - Plant and Facilities

Outcomes: Findings shall be detailed in the form of a report, including specific recommendations for future implementation.

Charge #2- Curriculum: To research and assess best practices involved in creating a sustainable Oyster River Cooperative School District through Curriculum and Instruction, specifically focusing on current practices in the Oyster River Cooperative School District and curriculum standards for Sustainability in Education in other schools.

Topics:

- A. Investigation of current practices in sustainability education in the Oyster River Cooperative School District;
- B. Examination of sustainability standards for curriculum in other schools.

Outcomes: Findings shall be detailed in the form of a report, including specific recommendations for future adoption/consideration.

Charge #3- Future Study: To research and report on best practices involved in creating a sustainable Oyster River Cooperative School District, specifically identifying additional areas for future study, such as: water, air and curriculum.

Outcomes: Findings shall be detailed in the form of a report, including specific recommendations for future study.

C. Committee Membership, Composition and Meeting Schedule:

Through a series of meetings with the School District's Administrative leadership, representatives from the School Board, and representatives from warrant article group, it was determined that the committee would consist of: one School Board representative, one SAU representative, two ORCSD Administrative representatives (one elementary and one secondary), one teacher representative from each school, two representatives from each of the three towns, and two representatives from UNH. An invitation to apply for these positions was extended to school district staff, the public and UNH, and at its April 27, 2011 meeting the School Board approved the nominees for committee membership. The Oyster River Sustainability Study Committee held its first regular meeting on May 5, 2011 and continued to meet on a regular basis over the summer and up to the present. In total, the full committee has met eight(8) times, with the four subcommittees convening for additional meetings. Notices, agendas and minutes have been posted on a regular basis to the ORCSD web site, along with draft reports and links to resources.

D. Committee Structure and Organization

In its early meetings, the Oyster River Sustainability Study Committee committed to utilizing a subcommittee structure, forming subcommittees for *Energy: Facilities and Procurement*, *Energy: Transportation*, *Food and Nutrition*, and *Education and Outreach*. Each subcommittee's work has been guided by the Charge to the Committee and by Gaylord Nelson's Sustainability Principles. In time, the Oyster River Sustainability Study Committee developed Vision and Mission Statements to further guide the work of the main committee and its subcommittees. The subcommittees have reported on a regular basis to the main committee and have received direction and guidance from the larger group. Within the last month, the Oyster River Sustainability Study Committee has added an Assistant Chairperson and a Steering Committee to assist with implementation of goals and objectives. As the committee prepares to move forward to the next phase of the study, the full committee has adopted the name of the Oyster River Sustainability Coalition to more accurately reflect its Vision and Mission, and it has adopted the 'branding identity' of 'The Green Oyster' for its outreach and publicity initiatives. The underlying desire is to form rich 'working partnerships' within the School District and across the Oyster River Community (Durham, Lee, Madbury and UNH). In this model, the School District becomes the 'flagship' for sustainability initiatives in the Oyster River Community, particularly in the areas of education and outreach. The work ahead of us is both challenging and exciting; it will require a significant investment of time and personnel resources from both School District and community. For the short-term, through June 30, 2012, the emphasis will be on establishing a 'baseline' of current practices in the areas of study, and 'benchmarking' those findings to a variety of indices.

III. The Formal Study: Phase #1- Benchmarking

Benchmarking is the process of comparing your performance metrics to industry best practice and/or best practices of other industries. The primary goal is to make improvements that lead to doing things better, faster and cheaper. Benchmarking involves identifying the best performers and comparing your results to theirs in order to learn how well the best in class perform and, more importantly, how they do it. Almost every commercial firm routinely uses benchmarking to guide its practice. We need to apply this same kind of thinking to our buildings and the environment. For these reasons, the Sustainability Committee recommends conducting benchmarking of energy usage, water consumption, recycling and waste generation for all ORCSD facilities. For example, an Energy Benchmark is a relatively quick exercise to:

- Establish energy consumption in the organization
- Estimate the scope for saving
- Identify the most likely (and the easiest areas for attention)
- Identify immediate (especially no-/low-cost) improvements/ savings)
- Set a 'reference point'
- Identify areas for more detailed study/measurement
- Preliminary energy benchmarking uses existing, or easily obtained data

Once the Energy Benchmark is done the next step will be to conduct a comprehensive Energy Audit which provides a detailed energy project implementation plan for a facility, since it evaluates all major energy using systems. The audit offers the most accurate estimate of energy savings and cost. It considers the interactive effects of all projects, accounts for the energy use of all major equipment, and includes detailed energy cost saving calculations and project cost. In a comprehensive audit, one of the key elements is the energy balance. This is based on an inventory of energy using systems, assumptions of current operating conditions and calculations of energy use. This estimated use is then compared to utility bill charges.

We can all agree that our energy usage needs to be more efficient and have less of an environmental impact. Our schools, homes and town buildings are responsible for over 70% of some towns' environmental footprints and yet we do not know how ORCSD facilities compare individually or with other school districts in the state or nationally. If we are to deal effectively with energy, water, recycling and waste and their environmental impact on the ORCSD Ecological Footprint then we need benchmarking and audits to give us the tools we need to guide our efforts. We need the benchmark and audit numbers to motivate change. Without them, how will we measure progress? How will we create the most effective policies, budgets and educational curricula for sustainability within the Oyster River Community? Benchmarking and audits will be valuable tools in assessing baseline figures and moving forward in achieving our goal and objectives in the area of Energy- Facilities and Procurement.

IV. Subcommittee Interim Reports:

A. Energy: Facilities and Procurement Subcommittee Report:

Subcommittee Members:

Jocelyn O'Quinn- ORCSD School Board Representative
Randy Loring- ORCSD Facilities Director
Susan Caswell – ORCSD Business Administrator
Dennis Harrington- ORCSD Elementary Admin. Representative
Shelley Mitchell- Town of Durham Representative

Executive Summary: Energy-Facilities and Procurement Subcommittee

The Energy-Facilities and Procurement Subcommittee assessed current district practices, policies and discussed potential future initiatives and their impact on the district's ecological footprint, budget, policies and personnel. We learned about the ways ORCSD has already taken steps for energy efficiencies and reducing its impact on the environment. We will monitor progress by tracking energy use and graphing charts to show each school's results.

The Subcommittee developed recommendations into a three-stage action plan including short-term, mid-term and long-term priorities that address the areas of research and development, budget and policy. The first priority is to conduct Benchmarking and Audit reports for all ORCSD facilities. These will be important cornerstones for any future sustainability efforts. In addition, we encourage providing a Sustainability teacher stipend for the creation of a Sustainability Club at each school, and setting aside funds to attend identified conferences or workshops.

Energy, Facilities and Procurement Subcommittee Objectives:

1. Becoming more energy effective and efficient by reducing ORCSD reliance on fossil fuels,
2. Minimize the ORCSD ecological footprint and,
3. Incur future ORCSD cost savings and a ROI on sustainability initiatives.

ENERGY: FACILITIES AND PROCUREMENT SHORT-TERM ACTION PLAN:
(Started by December 20, 2011 and Completed by June 30, 2012)

RESEARCH/EDUCATION RELATED INITIATIVES:

- Conduct individual Benchmarking Reports for Energy Usage, Water Consumption, Recycling and Solid Waste for all ORCSD facilities for future monitoring purposes.
- Explore ORCSD participation (grades 3-8) in the DOE Home Energy Challenge
- Based upon the Benchmarking Reports, determine the ORCSD's Ecological Footprint for monitoring purposes.
- Explore a working relationship with Revolution Energy

POLICY RELATED ACTIONS:

- Benchmark National and Regional Sustainability Polices for consideration and adoption at ORCSD, as part of the School District's Strategic Plan. To be addressed in three phases: Phase#1 by June 2012 and Phase#2 by June 2013.
- Draft and Adopt the Energy, Facilities, Waste-Management and Procurement Policies. To be addressed in three phases: Phase#1 by June 2012 and Phase#2 by June 2013.

BUDGET RELATED ACTIONS:

- Conduct Energy Audits of all ORCSD facilities for monitoring purposes. The high school audit is covered by a grant and the cost of conducting audits for the remaining schools would total approximately \$50,000.
- Establish trial Hydration Centers at each ORCSD school. Funds of \$6,000 are in budget for FY12. The installation of Hydration Centers needs to occur.

B. Food and Nutrition Subcommittee- Interim Report

Subcommittee Members:

Andrea Tran – ORCSD Food Service Director and Registered Dietician
Sarah Larson-Dennen - Moharimet Elementary School Representative
Dr. John Carroll – UNH Representative and Professor of Environmental Conservation
Chuck Cox – Town of Lee Representative and Organic Farmer
Barry Kaplan – Town of Madbury Representative and Educator

Executive Summary: Food and Nutrition Subcommittee

The Food and Nutrition Subcommittee assessed current ORCSD practices, policies and discussed potential future initiatives to reduce the district's ecological footprint. The Subcommittee developed recommendations into a three-stage action plan, including short-term, mid-term and long-term priorities addressing the areas of research and development, budget and policy.

Our work resulted in proving healthy food is essential to our students' health, while local food is dependent upon farmers in our community and the health of our ecological systems. Studies confirm serving students; over-processed food contributes to serious health problems such as diabetes, heart disease, obesity and stroke. To solve the problem one of our first short-term goals will be to change the food we serve our students, therefore committing to the health of our overall society.

Our short-term goals include a commitment to feeding our students healthy foods, and educating our community about healthy food by establishing school gardens at all four schools. We will begin the process of applying for grants to cultivate gardens, while providing composters and worm bins to interested teachers. These initiatives require a change to our district policies by directing money towards the Oyster River Food Service Department to purchase food from local farmers and vendors, preferably from the Seacoast region.

The Food and Nutrition Subcommittee will apply Gaylord Nelson's five sustainability principles in the areas of Food and Nutrition, adopting and modeling new policies and procurement practices for the Oyster River Cooperative School District and the ORCSD community.

Food and Nutrition Subcommittee Objectives: Become more energy effective and efficient by reducing ORCSD reliance on fossil fuels, minimize the ORCSD ecological footprint and incur future ORCSD cost-savings and a ROI on sustainability initiatives.

Objectives:

- Commit to seriously minimizing the ORCSD ecological footprint.
- Incorporate local foods into the school menus (vegetables, fruits, meats and dairy) and strive to have 20% of the menu made up of food from local sources, preferably from the Seacoast region.
- Consider sustainability when dealing with the food waste and organic material from our facility and, whenever possible, turn our food waste into compost or otherwise return our food waste to local farms to enhance the soil fertility (ie. returning our food waste to the pig farmer whose pigs then fertilize the soil).
- Commit to educating our staff and students on the cycle of food.
- Integrate food, gardens and culinary arts into the Oyster River Curriculum at each of the schools.

FOOD AND NUTRITION SUBCOMMITTEE SHORT-TERM ACTION PLAN:
(Started by December 20, 2011 and Completed by June 30, 2012)

RESEARCH/EDUCATION RELATED ACTIONS:

- Complete a current audit of the ORCSD Food and Nutrition Department's sustainable practices already in place, along with areas for improvement. To be conducted by ORCSD Food Service with assistance from UNH and OR Sustainability Coalition.
- Develop ways to involve faculty and students with the research and organization of incorporating locally produced goods and services into the ORCSD Food and Nutrition Department.
- Research any grant funding available for school garden efforts. Complete grant applications to acquire monies for school gardens.
- Inquire within the community to seek volunteer help with school gardens and donations for gardening equipment.
- Research the sustainable practice of composting waste in the ORCSD district.
- Identify and research school districts and communities that are successfully implementing sustainable practices into their Food and Nutrition departments.

POLICY RELATED ACTIONS:

- Complete grant applications to acquire monies for school gardens
- As part of the Food and Nutrition audit, do a cost/benefit analysis of incorporating local foods into students' menu choices. Audit to be conducted by ORCSD Food Service with assistance from UNH and OR Sustainability Coalition.

BUDGET RELATED ACTIONS:

- Assess the kitchen equipment to see what equipment can be used for storing and freezing food acquired from local sources (vendors and school gardens.)
- Request a local food allowance of \$14,000 per year for the four schools.

C. Energy: Transportation Subcommittee – Interim Report

Subcommittee Members:

Lisa Huppe – ORCSD Transportation Coordinator

Karen Larson – Town Of Madbury Representative

Paul Gasowski – Town of Lee Representative

Trisha Hall – Mast Way Elementary School Representative and Educator

Executive Summary:

The Energy-Transportation Subcommittee's main goal is to apply the overarching five sustainability principles, as developed by Gaylord Anton Nelson, specifically in the area of energy and transportation in the ORCSD community. We are currently working on completing an energy audit of all ORCSD transportation systems with the plan of using results to measure anticipated district improvements in this area. We are committed to identifying and promoting policies that will reduce our carbon footprint by improving transportation efficiencies in the areas of fuels, bus routes/ridership, and alternative forms of transportation.

An underlying assumption of the subcommittee's work is that there are inefficiencies and unsustainable practices in both the school district's transportation model and also in the model used in most households. There are cost savings to be realized in addressing these inefficiencies both in the school district and in the homes, along with anticipated positive returns for health and wellness issues. Therefore, the Energy-Transportation Subcommittee's future work will focus on parallel studies: one for the school district and a voluntary program for the community/households. This work will be conducted in phases, beginning with benchmarking and audits, and concluding with recommendations for changes in practices and policies. This will be a long-term effort, requiring carefully measured phasing and timely education and outreach.

Energy: Transportation Subcommittee Objectives:

1. Adopt transportation practices and policies that improve the efficiency of ORCSD transportation fleet, lessen our reliance on fossil fuels, and reduce our ecological footprint.
2. Educate our staff, students and community about making sustainable transportation choices, linking transportation choices to wellness choices.
3. Form partnerships with ORCSD residents to assess household modes of transportation, energy consumption, environmental impact and wellness.
4. Promote alternative forms of transportation to and from school.
6. Form partnerships with staff and students to research modes of transportation and alternative fuels.

ENERGY: TRANSPORTATION SUBCOMMITTEE SHORT-TERM ACTION

PLAN(Started by December 20, 2011 and completed by June 30, 2012)

Research/Education Related Actions:

- Host an 'Oyster River Sustainability Community Event' in fall 2011. This event will serve as the first publicity launch for the ORCSD Sustainability Coalition.
- Complete an Energy Benchmark Report of all ORCSD transportation for baseline and monitoring purposes. This will serve as the first phase in developing a long-term plan to improve transportation efficiencies, adopt transportation alternatives, and reduce the reliance on fossil fuels.
- Develop ways to involve teachers and students in the research, analysis, and proposals for: ORCSD Transportation Benchmark Reports, alternative transportation models and incentives, more efficient bus route development (data entry/route modeling software), and private/household transportation surveys.
- Challenge households to audit their own transportation choices and work towards lowering the carbon emissions in our community by participating in the 2012 Commute Green NH Statewide Challenge in spring 2012.

Policy Related Actions:

- Establish a 'No-Idling Policy' for ORCSD vehicles and private vehicles in school zones and other defined areas.

Budget Related Actions:

- Achieve efficiencies in ORCSD transportation/buses by: increasing ridership, optimizing miles per gallon, researching alternative fuel options and best practices, and incorporating findings into decisions made regarding bus ownership vs. leasing options for the ORCSD bus fleet.
- Reestablish long-term capital replacement plan for buses and vans.

D. Education and Outreach Subcommittee– Interim Report

Subcommittee Members:

Sara Wotton – Oyster River Secondary Administration Representative and Assistant Principal

Cristina Dolcino – Town of Durham Representative and Educator

Jonathan Bromley – Oyster River High School Representative and Educator

Emma Hewson – Oyster River Middle School Representative and Educator

Executive Summary: Education and Outreach

The Education and Outreach Subcommittee has been primarily focused on establishing mechanisms for interfacing with community members within the District. Specifically, the EO Subcommittee has published a press release in Fosters Daily Democrat and developed a brochure to help inform the general public about the mission and vision of the Oyster River Sustainability Coalition. The EO Subcommittee has also established a series of policy, budget and education related goals that are centered around “getting the word” out about sustainability and encouraging practices and policies that are in line with the mission and vision of the Oyster River Sustainability Coalition. In particular, the EO Subcommittee wants to develop thoughtful and strategic inroads into all four schools of the District so that conversations around issues of sustainability can begin at administrative, faculty/staff and student levels.

Education Outreach Subcommittee Objectives

- Facilitate district-wide “conversations” about issues of sustainability by disseminating information and arranging sustainability-related event.
- Initiate and facilitate communication between the Sustainability Coalition and the community.
- Facilitate the integration of sustainability concepts and issues into District curricula.

Education and Outreach Subcommittee Short-Term Action Plan

Research/Education Related Actions

- Provide educational and participation opportunities to the community (e.g., speakers, forums, fairs)
- Report to the school district, Durham, Lee and Madbury, and UNH about our work on a regular basis, which may include quarterly reports to each town about the initiatives and goals of the ORSC.
- Continue using different forms of media (e.g., social, print, internet, radio and TV) to share information about sustainability practices, to generate interest, and facilitate involvement via The Green Oyster.
- Join sustainability groups or organizations to promote networking, ideas and support.

Policy Related Action

- Research and establish guidelines for fundraising given identified initiatives, organizations, or individuals.

Budget Related Actions

- Create a stipend position at the four schools for a sustainability club advisor. Requesting \$3,600; \$900 per school.
- Increase professional development stipends for faculty and staff from \$300 to \$350 with the expectation that the increase would be used only for sustainability related events.
- Obtain “seed-money” for sustainability projects within the district (e.g., compost bins, lumber for raised beds, worm farms, etc). Requesting \$1,000.
- Obtain funds for the maintenance and distribution of social media, print media resources (e.g., brochures, posters, website domain costs, etc.). Requesting \$1,000.
- Obtain funds for literature and media appropriate for sustainability education. Requesting \$1,000.

V. Appendices:

A. Gaylord Anton Nelson's Five Characteristics:

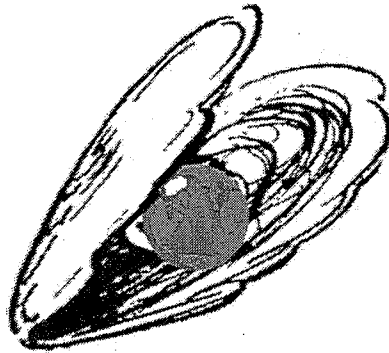
Gaylord Anton Nelson (June 4, 1916 – July 3, 2005)

According to Gaylord Nelson, there are five characteristics that define sustainability (herein referred to as Nelson's Characteristics) :

- **Renewability:** A community must use renewable resources, such as water, topsoil, and energy sources no faster than they can replace themselves. The rate of consumption of renewable resources cannot exceed the rate of regeneration.
- **Substitution:** Whenever possible, a community should use renewable resources instead of nonrenewable resources. This can be difficult because of barriers to substitution. To be sustainable, a community has to make the transition before the nonrenewable resources become prohibitively scarce.
- **Interdependence:** A sustainable community recognizes that it is a part of a larger system and that it cannot be sustainable unless the larger system is also sustainable. A sustainable community does not import resources in a way that impoverishes other communities, nor does it export its waste in a way that pollutes other communities.
- **Adaptability:** A sustainable community can absorb shocks and adapt to take advantage of new opportunities. This requires a diversified economy, educated citizens, and a spirit of solidarity. A sustainable community invests in and uses research and development.
- **Institutional commitment:** A sustainable community adopts laws and political processes that mandate sustainability. Its economic system supports sustainable production and consumption. Its educational systems teach people to value and practice sustainable behavior.

B. Oyster River Sustainability Coalition Membership:

Jon Bromley	HS Teacher
John Carroll	UNH Rep.
Chuck Cox	Lee Rep.
Cristina Dolcino	Durham Rep
Paul Gasowski	Lee Rep., Committee Chair
Trisha Hall	Mast Way Rep.
Dennis Harrington	ORCSD Elementary Administration Rep., Assistant Chair
Emma Hewson	ORMS Rep.
Barry Kaplan	Madbury Rep
Karen Larson	Madbury Rep.
Sarah Larson-Dennen	Moharimet Rep.
Lee Levesque	SAU Rep.
Shelley Mitchell	Durham Rep.
Jocelyn O'Quinn	ORCSD School Board Rep.
Sara Wotton	ORCSD Secondary Administration Rep.
Susan Caswell	ORCSD Business Administrator
Lisa Huppe	ORCSD Transportation Coordinator
Randy Loring	ORCSD Facilities Director
Andrea Tran	ORCSD Child Nutrition Director



Oyster River Sustainability Committee

"Cooperating to Sustain the Oyster River Community"

Report: Implementation and Action Plans

November 16, 2011

**Oyster River Sustainability Committee
Implementation and Action Plans
November 16, 2011**

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Oyster River Sustainability Committee

Vision Statement

The Oyster River Community is committed to integrating sustainable practices. This will be demonstrated by our leadership and resolve to educate community members and to advocate for sustainable living.

Mission Statement

The purpose of the Oyster River Sustainability Committee (The Green Oyster) is to facilitate a sustainability forum. We will measure our work and align ourselves with the five principles of sustainability (Renewability, Substitution, Interdependence, Adaptability, and Institutional Commitment) in the areas of food, energy, transportation, school curriculum and community outreach.

Value Statements

The Oyster River Sustainability Committee serves as a community change agent, dedicated to planning long-term sustainability initiatives that engage members of the Oyster River Cooperative School District Community and the towns of Durham, Lee and Madbury.

We are committed to establishing and nurturing resilience (the capacity to adapt and grow when faced with turbulent changes) within our communities. Resilience and short-term efficiency are often at odds. Sustainability requires that resilience prevail.

We are committed to promoting cooperation and acknowledging interdependency as we proactively address issues in our ecological, economic, and social systems.

We are committed to appreciating and preserving the natural beauty of our local and global communities.

We are committed to achieving both quantitative and qualitative measurable sustainability outcomes, leading to recommendations in serving a diverse audience through careful listening, critical thinking, and community-based engagement.

We are committed to educating ORCSD students and the Oyster River community about sustainability, using knowledge in making conscious choices and providing creative solutions in support of a healthy and vibrant life for present and future generations.

We are committed to having fun, working hard, and celebrating our shared love of New Hampshire's mountains, forests, farmlands, pastures, rivers, streams, wetlands and open spaces that contribute to inspiring our work and quality of life.

We are committed to the task of achieving goals in the areas of local food, school gardening, food preparation and nutrition, energy usage in facilities and transportation, and educational outreach, and to the integration of all of these within school curricula, as outlined in the action plans of our subcommittees.

I. Energy: Facilities and Procurement Subcommittee Action Plan:

A. Subcommittee Members:

Jocelyn O'Quinn- ORCSD School Board Representative
Randy Loring- ORCSD Facilities Director
Susan Caswell – ORCSD Business Administrator
Dennis Harrington- ORCSD Elementary Admin. Representative
Shelley Mitchell- Town of Durham Representative
Nell Neal – ORCSD Member-at-Large

B. Executive Summary:

The Energy-Facilities and Procurement Subcommittee assessed current district practices and policies, discussing potential future initiatives and their impact on the district's ecological footprint, budget, policies and personnel. We learned about the ways ORCSD has already taken steps toward energy efficiency, reducing its impact on the environment. As we move forward, we will monitor progress by tracking energy use and graphing data to show each school's results. The Subcommittee developed recommendations into a three-stage action plan, including short-term, mid-term and long-term priorities that address the areas of research and development, budget and policy. The first priority is to conduct Benchmarking and Audit reports for all ORCSD facilities. These will be important cornerstones for any future sustainability efforts. In addition, we encourage providing a teacher stipend for the creation of a Sustainability Club at each school, and setting aside funds to attend identified conferences or workshops.

C. Energy, Facilities and Procurement Subcommittee Objectives:

1. Become more energy effective and efficient by reducing ORCSD reliance on fossil fuels,
2. Minimize the ORCSD ecological footprint and,
3. Incur future ORCSD cost savings and a ROI on sustainability initiatives.

D. Energy: Facilities & Procurement Subcommittee Short-Term Actions:

(Started by December 20, 2011 and Completed by June 30, 2012)

Research/Education-Related Actions:

- Conduct individual Benchmarking Reports for Energy Usage, Water Consumption, Recycling and Solid Waste for all ORCSD facilities for future monitoring purposes;
- Create instructional opportunities for students(at appropriate levels) to be involved in the energy audits of all ORCSD facilities, student participation will be determined;
- Based upon the Benchmarking Reports, determine the ORCSD's Ecological Footprint for monitoring purposes;
- Explore a working relationship with Revolution Energy and other providers, as appropriate.

Policy-Related Actions:

- (Ongoing) Benchmark national and regional sustainability policies for consideration and adoption at ORCSD, as part of the School District's Strategic Plan. To be addressed in three phases: Phase#1 by June 2012 , Phase#2 by June 2013 and Phase#3 by June 2014.
- (Ongoing) Draft and Adopt the Energy, Facilities, Waste-Management and Procurement Policies. To be addressed in three phases: Phase#1 by June 2012, Phase#2 by June 2013 and Phase#3 by June 2014.

Budget-Related Actions:

- Conduct energy audits of all ORCSD facilities for monitoring purposes. The high school audit is covered by a grant and the cost of conducting audits for the remaining schools would total approximately \$50,000;
- Establish trial Hydration Centers at each ORCSD school. Funds of \$6,000 are in budget for FY12. The installation of Hydration Centers needs to occur.

F. Energy: Facilities and Procurement Subcommittee Mid-Term Actions:

(Completed by June 30, 2013)

Research/Education-Related Actions:

- Pursue a grant opportunity with the U.S. Green Building Council Green School Fellows Program;
- Complete Energy Star Program Certification of all four ORCSD schools, including the SAU office and Service Building;
- Investigate alternative energy systems for use in the ORCSD;
- Explore a working relationship with Revolution Energy and other providers, as appropriate.

Research/Education-Related Actions:(Continued)

- Define “Single Stream Recycling” for ORCSD, and offer an annual in-service training opportunity on this topic;

Rationale: Oyster River schools have been conducting Single Stream Recycling since 2009. The process used prior to single stream recycling was multi-container sorting throughout the schools (containers for soda cans, containers for “paper only”, containers for “cardboard”). This process was labor intensive due to the many containers that required managing by support staff. This also required more space for all the containers utilized. This was not effective, since a majority of the waste ended up in the solid waste containers, thus increasing the cost for removal. Single Stream Recycling takes less space to achieve and has greater results. This process combines the waste stream to just two types: Recyclables, which are all paper goods (including cardboard), all cans, and plastics from types 1- 7, glass; and Non-recyclables, including food waste, Styrofoam, plastic bags and aerosol cans. All items from ‘Group 1’ would be single stream recycled and the ‘Group 2’ items to solid waste for removal. Since engaging in the Single Stream Recycling effort, the school district has reduced their solid waste by half, saving the school district disposal costs and recycling many items in the process.

- Retrain students and staff members in Single Stream Recycling on an annual basis;
- Provide training to students and staff on Single Stream Recycling, so everyone can understand the process and the need to “step up” our collective efforts in recycling;
- Schedule a visit from Casella Waste Management to show a video on the plant in operation in order to reinforce that our collective efforts are being carried forward after the recycled waste leaves ORCSD;
- Improve our recycling efforts to reduce solid waste removal cost to the district, while reducing our waste flow to the landfills.

Policy-Related Actions:

- (Ongoing) Benchmark national and regional sustainability policies for consideration and adoption at ORCSD, as part of the School District’s Strategic Plan. To be addressed in three phases: Phase#1 by June 2012 , Phase#2 by June 2013 and Phase#3 by June 2014.
- (Ongoing) Draft and Adopt the Energy, Facilities, Waste-Management and Procurement Policies. To be addressed in three phases: Phase#1 by June 2012, Phase#2 by June 2013 and Phase#3 by June 2014.

Budget-Related Actions:

- Conduct Water and Waste Generation & Recycling Audits of all ORCSD facilities for monitoring purposes. (Estimated cost: \$ 10,000)
- Under the “Capital Improvements” budget line item, incorporate energy sustainability initiatives into the Capital Improvement Plan.

G. Energy: Facilities and Procurement Subcommittee Long-Term Actions:

(Completed by June 30, 2014)

Research/Education-Related Actions:

- Deliver an ORCSD Sustainability Management Systems Report. Oyster River will monitor our progress in the direction of reducing our ecological footprint by tracking energy use and graphing data to show school-by-school results.

Policy-Related Actions:

- (Ongoing) Benchmark national and regional sustainability policies for consideration and adoption at ORCSD, as part of the School District's Strategic Plan. To be addressed in three phases: Phase#3 by June 2014.
- (Ongoing) Draft and Adopt the Energy, Facilities, Waste-Management and Procurement Policies. To be addressed in three phases: Phase#3 by June 2014.

Budget-Related Actions:

- Replace energy systems in ORCSD schools, including the SAU office and Service Building, with systems that do not require the use of fossil fuels.

II. Energy: Transportation Subcommittee Action Plan

A. Subcommittee Members:

Lisa Huppe – ORCSD Transportation Coordinator
Trisha Hall – Mast Way Elementary School Representative and Educator
Karen Larson – Town Of Madbury Representative
Paul Gasowski – Town of Lee Representative

B. Executive Summary:

The Energy-Transportation Subcommittee's main goal is to apply the five overarching sustainability principles (Renewability, Substitution, Interdependence, Adaptability and Institutional Commitment), specifically in the area of energy and transportation in the ORCSD and the Oyster River community. We are committed to identifying and promoting policies and practices that will reduce our carbon footprint by improving transportation efficiencies in the areas of fuels, bus routes/ridership, and alternative forms of transportation.

An underlying assumption of the subcommittee's work is that there are inefficiencies and unsustainable practices in both the school district's transportation model and also in the model used in most households. There are cost savings to be realized in addressing these inefficiencies both in the school district and in the homes, along with anticipated positive returns for health and wellness issues. Therefore, the Energy-Transportation Subcommittee's future work will focus on parallel studies: one for the school district and a voluntary program for the community/ households. This work will be conducted in phases, beginning with benchmarking and audits, and concluding with recommendations for changes in practices and policies. Given the scope of the task, this will be a long-term effort, requiring carefully measured phasing and timely education and outreach.

C. Energy: Transportation Subcommittee Objectives:

1. Adopt transportation practices and policies that improve the efficiency of ORCSD transportation fleet, lessen our reliance on fossil fuels, and reduce our ecological footprint;
2. Educate our staff, students and community about making sustainable transportation choices, and link transportation choices to energy consumption, environmental impact and wellness overall health and wellness.
3. Partner with the ORCSD and residents of the Oyster River Community to assess household modes of transportation.
4. Promote alternative forms of transportation to and from school.
5. Involve staff and students in researching modes of transportation and alternative fuels.

D. Energy: Transportation Subcommittee Short-Term Actions:

(Started by December 20, 2011 and completed by June 30, 2012)

Research/Education-Related Actions:

- Host an 'Oyster River Sustainability Community Event' in fall 2011. This event will serve as the first publicity launch for the ORCSD Sustainability Committee.
- Complete an Energy Benchmark Report of all ORCSD transportation for baseline and monitoring purposes. This will serve as the first phase in developing a long-term plan to improve transportation efficiencies, adopt transportation alternatives, and reduce the reliance on fossil fuels.
- Develop ways to involve teachers and students in the research, analysis, and proposals for: ORCSD Transportation Benchmark Reports, alternative transportation models and initiatives, more efficient bus route development (data entry/route modeling software), and private/ household transportation surveys/audits.
- Challenge households to audit their own transportation choices and work towards lowering the carbon emissions in our community by piloting participation in the 2012 Commute Green NH Statewide Challenge in spring 2012.

Policy-Related Actions:

- Establish a 'No-Idling Policy' for ORCSD vehicles and private vehicles in school zones and other defined areas;

Budget-Related Actions:

- Achieve efficiencies in ORCSD transportation/buses by: increasing ridership, optimizing miles per gallon as a community, researching alternative fuel options and best practices, and incorporating findings into decisions made regarding bus ownership vs. leasing options for the ORCSD bus fleet;
- Reestablish long-term capital replacement plan for buses and vans.

E. Energy: Transportation Subcommittee Mid-Term Actions:

(Accomplished by June 30, 2013)

Research/Education-Related Actions:

- Identify and research school districts and communities that are successfully implementing community-wide alternative transportation models (walking, biking, etc.);
- Launch a community-wide outreach program/survey that challenges households to 'audit' transportation choices and work towards lowering carbon emissions;
- Develop partnerships with selected committees in the Towns of Durham, Lee, and Madbury, including Energy Committees, Integrated Waste Management Working Committees, and UNH Sustainability Academy, by providing a liaison between each of these committees and the ORCSD Sustainability Committee;
- Develop a long-term plan with the three towns for bike path, walking route and educational outreach initiatives to foster healthy choices in transportation decisions.

E. Energy: Transportation Subcommittee Mid-Term Actions:(Continued)

Policy-Related Actions:

- Draft and submit ORCSD policy modifications/additions regarding sustainable transportation practices to the School Board and the community at-large;

Budget-Related Actions:

- Establish an initial Energy Efficiency-Transportation benchmarks/program for the school district and the Oyster River community through the year 2017;
- Research alternative fuel options and best practices, and incorporate this information into decisions made regarding bus ownership vs. leasing options for the ORCSD bus fleet.

F. Energy: Transportation Subcommittee Long-Term Actions:

(Accomplished by December 20, 2014)

Research/Education-Related Actions:

- Collaborate and align with ‘sister’ communities and work together toward the same or similar transportation goals.;
- Assess and update the Energy Efficiency–Transportation benchmarks/timeline for the school district and the Oyster River community, comparing with previous work from August, 2012;
- Implement a long-term plan with the three towns for the development of bike paths, walking routes and educational outreach initiatives to foster healthy choices in transportation decisions.

Policy-Related Actions:

- Benchmark leading national and regional sustainability policies for consideration and establishment at ORCSD, as part of our School District’s Long-Term Strategic Plan. Draft and submit suggested policy changes by August, 2014. (i.e. Establish higher air quality standards for ORCSD transportation through the EPA “School Bus USA Program).
- Adopt Energy-Transportation policies designed to foster ‘resilience’ by reducing ORCSD’s carbon footprint and reliance on fossil fuels by December 20, 2014.

Budget-Related Actions:

- By August, 2013: Develop a plan for converting the ORCSD Transportation Fleet to sustainable alternative fuels. Draft plan to be developed by August, 2012;
- By July 1, 2013 hire a part-time Sustainability Coordinator for ORCSD;
(Submitted on behalf of all subcommittees and full committee.)
- By July 1, 2014 hire a full-time Sustainability Coordinator for ORCSD.
(Submitted on behalf of all subcommittees and full committee.)

III. Food and Nutrition Subcommittee Action Plan

A. Subcommittee Members:

Andrea Tran – ORCSD Food Service Director and Registered Dietician
Sarah Larson-Dennen - Moharimet Elementary School Representative
Dr. John Carroll – UNH Representative and Professor of Environmental Conservation
Chuck Cox – Town of Lee Representative and Organic Farmer
Barry Kaplan – Town of Madbury Representative and Educator

B. Executive Summary:

The Food and Nutrition Subcommittee discussed current ORCSD practices, policies and discussed potential future initiatives to reduce the district's ecological footprint. The subcommittee developed recommendations into a three-stage action plan, including short-term, mid-term and long-term priorities, addressing the areas of research and development, budget and policy.

Our discussion focused on providing healthy food to our students, while supporting local farmers in our community and the health of our ecological systems. National studies confirm that serving students over-processed food contributes to serious health problems, such as diabetes, heart disease, obesity and stroke. To solve this problem, one of our first short-term goals will be to change the food we serve our students, therefore committing to the health of our overall society.

Our short-term goals include a commitment to feeding our students healthy foods and educating our community about healthy food by establishing school gardens at all four schools. We will begin the process of applying for grants to cultivate gardens, while providing composters and worm bins to interested teachers. These initiatives require a change to our school district's practice of the food service being self-supporting to directing money towards the Oyster River Food Service Department to purchase food from local farmers and vendors, preferably from the Seacoast region.

The Food and Nutrition Subcommittee will apply the five sustainability principles (Renewability, Substitution, Adaptability, Interdependence and Institutional Commitment) in the areas of Food and Nutrition, adopting and modeling new policies and procurement practices for the Oyster River Cooperative School District and the ORCSD community.

C. Food and Nutrition Subcommittee Objectives:

1. Commit to seriously minimizing the ORCSD ecological footprint;
2. Incorporate local foods into the school menus (vegetables, fruits, meats and dairy) and strive to have 20% of the menu made up of food from local sources, preferably from the Seacoast region;
3. Consider sustainability when dealing with the food waste and organic material from our facility and, whenever possible, turn our food waste into compost or otherwise return our food waste to local farms to enhance the soil fertility;
4. Commit to educating our staff and students on the cycle of food;
5. Integrate food, gardens and culinary arts into the Oyster River curriculum at each of the schools.

D. Food and Nutrition Subcommittee Short-Term Actions:

(Started by December 20, 2011 and completed by June 30, 2012)

Research/Education-Related Actions:

- Complete a current audit of the ORCSD Food and Nutrition Department's sustainable practices already in place, along with areas for improvement. To be conducted by ORCSD Food Service with assistance from UNH and the OR Sustainability Committee;
- Develop ways to involve faculty and students with the research and organization of incorporating locally produced goods and services into the ORCSD Food and Nutrition Department;
- Research any grant funding available for school garden efforts. Complete grant applications to acquire monies for school gardens;
- Inquire within the community to seek volunteer help with school gardens and donations for gardening equipment;
- Research the sustainable practice of composting waste in the ORCSD district;
- Identify and research school districts and communities that are successfully implementing sustainable practices into their Food and Nutrition departments.

Policy-Related Actions:

- Complete grant applications to acquire monies for school gardens;
- As part of the Food and Nutrition audit, do a cost/benefit analysis of incorporating local foods into students' menu choices. Audit to be conducted by ORCSD Food Service with assistance from UNH and OR Sustainability Committee.

Budget-Related Actions:

- Assess the kitchen equipment to see what equipment can be used for storing and freezing food acquired from local sources (vendors and school gardens) ;
- Request a local food allowance of \$14,000 per year for the four schools.

E. Food and Nutrition Mid-Term Actions:

(To be completed by June 30, 2013)

Research/Education-Related Actions:

- Research possible locations for school gardens at the four schools;
- Bring together a committee of volunteers interested in planning the gardens (What will be grown there? How will the Food Service Director and/or the school use the food?);
- Once four plots are secured, request that the Superintendent put into writing the exact measurements delineating the garden plots with a ten year time frame for a commitment;

E. Food and Nutrition Mid-Term Actions: (Continued)

- Integrate the topic of sustainability into the curriculum, starting with looking at how to integrate the garden plot projects into the classroom;
- Provide preparation time for teachers to plan and work together in order for the gardens to be a success.

Policy-Related Actions:

- Adopt Food and Nutrition policies designed to foster 'resilience' by reducing the school district's carbon footprint and reliance on foods produced outside of New England. Prioritize the acquisition of food from New Hampshire, Massachusetts and Maine farms, as well as the New England seacoast.

Budget-Related Actions: None

F. Food and Nutrition Long-Term Actions :

(To be complete by December 20, 2014)

Research/Education-Related Actions:

- Establish school gardens at each of the districts' four schools to produce some of the food served to students;
- Develop student involvement in the process of preparing food from the gardens;
- Encourage Oyster River High School students to participate in the Culinary Arts program at the Regional Career Technical Center in Dover;
- Partner with local farms and farmers for educational opportunities both outside and inside the classrooms (Livestock farms, UNH dairy and organic gardens, blueberry, peach, strawberry, pumpkins, apple farms and fish farms);
- Foster an opportunity for community growth with volunteer efforts necessary for the school gardens to continue to thrive;
- Research opportunities to use commodity funds for the purchase of local foods.

Policy-Related Actions:

- Adopt Food and Nutrition policies for composting/ recycling **all** food waste produced by the school district and sending no food waste to landfills;

Budget-Related Actions:

- Provide funding to encourage classroom visits to local farms -bus cost and fee to farmer;
- Appropriate funding to hire a professional chef at the Oyster River High School;
- Provide professional development opportunities for ORCSD staff to attend conferences on 'sustainability topics' in order to integrate the topic within the classroom. Conference attendance may include: the National Farm to School Conference in Burlington, VT, the Teacher Training Institute (which is being formed by 4H, the Junior Master Gardeners), the NH Farm to School programs, and the School Nutrition Association of NH conferences.

IV. Education and Outreach Subcommittee Action Plan

A. Subcommittee Members:

Sara Wotton – Oyster River Secondary Admin. Representative and Assistant Principal
Cristina Dolcino – Town of Durham Representative and Educator
Jonathon Bromley – Oyster River High School Representative and Educator
Emma Hewson – Oyster River Middle School Representative and Educator

B. Executive Summary:

The Education and Outreach Subcommittee has been primarily focused on establishing mechanisms for interfacing with community members within the school district. Specifically, the EO Subcommittee has published a press release in Fosters Daily Democrat, developed a brochure, launched a web site, and created a Facebook page to help inform the general public about the mission and vision of the Oyster River Sustainability Committee. The EO Subcommittee has also established a series of policy, budget, and education related goals that are centered around “getting the word” out about sustainability and encouraging practices and policies that are in line with the mission and vision of the Oyster River Sustainability Committee. In particular, the EO Subcommittee wants to develop thoughtful and strategic inroads into all four school of the district so that conversations around issues of sustainability can begin at administrative, faculty/staff and student levels.

C. Food and Nutrition Subcommittee Objectives:

1. Facilitate district-wide “conversations” about issues of sustainability by disseminating information and arranging sustainability-related events;
2. Initiate and facilitate communication between the Sustainability Committee and the community;
3. Facilitate the integration of sustainability concepts and issues into school district curricula.

D. Education and Outreach Subcommittee Short-Term Actions:

(Started by December 20, 2011 and completed by June 30, 2012)

Research/Education-Related Actions:

- Increase the teaching of sustainability practices in school district classrooms by providing opportunities for students and teachers to assist with the implementation of specific aspects of the Oyster River Sustainability Committee Action Plans;
- Provide opportunities to the community to participate in educational and experiential sustainability activities (e.g., speakers, forums, fairs, projects);
- Deliver reports on a regular basis to the school district, Durham, Lee and Madbury, and UNH through a variety of media (e.g., social, print, internet, radio, and TV);
- Develop 'The Green Oyster' as a mechanism for sharing sustainability information and fostering a community-wide dialogue about local sustainability initiatives;
- Network with sustainability groups or organizations to promote networking, ideas and support;
- Provide a Powerpoint presentation for use at faculty/staff meetings throughout the school district to help explain the work of the ORSC;
- Investigate UNH Sustainability courses, inform the ORCSD faculty and staff about opportunities, and encourage enrollment.

Policy-Related Actions:

- Research and establish guidelines for fundraising, given identified initiatives, organizations, or individuals;

Budget-Related Actions:

- Obtain "seed-money" for sustainability projects within the district (e.g., compost bins, lumber for raised beds, worm farms). Requesting \$1,000.
- Obtain funds for the maintenance and distribution of social media, print media resources (e.g., brochures, posters, website domain costs). Requesting \$1,000.

E. Education and Outreach Subcommittee Mid-Term Actions:

(Accomplished by June 30, 2013)

Research/Education-Related Actions:

- Create a resource for sustainability information for school district administrators and teachers for study, discussion, or instruction;
- Assist in the launch of an outreach program that challenges households to "audit" transportation choices and work towards lowering carbon emissions;
- Assist in the development of educational outreach initiatives to foster healthy choices in food and nutrition, and in private transportation;
- Create and pilot sustainability curriculum units in ORCSD classrooms;
- Assess State Frameworks and Common Core Curriculum for sustainability related concepts.

E. Education and Outreach Subcommittee Mid-Term Actions: (Continued)

Policy-Related Actions:

- Research and establish guidelines for fundraising, given identified initiatives, organizations, or individuals.

Budget-Related Actions:

- Create a stipended position at the four schools for sustainability club advisor. Requesting \$3,600; \$900.00 per school;
- Increase professional development stipends for faculty and staff from \$300 to \$350, with the expectation that the increase would be used only for sustainability-related events or activities;
- Obtain funds for professional development and the purchase of literature and media appropriate for sustainability education. Requesting \$1,000.

F. Education and Outreach Subcommittee Long-Term Actions:

(Accomplished by December 20, 2014)

Research/Education-Related Actions:

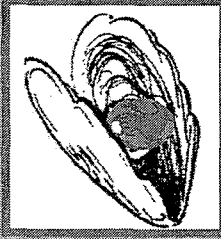
- Work with the Administration Team to develop a series of professional development activities to be offered to all ORCSD employees that explore sustainability practices and a sustainability curriculum;
- Compile and distribute topics/lessons related to sustainability for discussion and instruction at each grade level.

Policy-Related Actions:

- Develop a tool to evaluate the effectiveness of the implementation of sustainability initiatives and teaching sustainability units in the ORCSD.

Budget-Related Actions:

- Initiate the development of a fund to be used to hire a Sustainability Director for the ORCSD.



Oyster River Cooperative School District Sustainability Committee

Presentation to the Durham Town Council

January 23, 2012

Cristina Dolcino and Shelley Mitchell

Durham Representatives

“Cooperating to Sustain the Oyster River Community”



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
Fax: 603/868-5572

AGENDA ITEM: # **10A**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Cathy Leach, Durham resident

AGENDA ITEM: DISCUSSION REGARDING A CITIZEN SUGGESTION TO
ESTABLISH A TOWN BUDGET ADVISORY COMMITTEE

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached is correspondence received from resident Cathy Leach relative to the Town's budget process and bringing forward the idea of forming a Town Budget Advisory Committee similar to that of the Oyster River Cooperative School. Ms. Leach has also provided additional information relative to this matter for the Council's information which is attached as well.

This item was placed on the Council's agenda for January 9, 2012, for discussion and to determine if the Council had any desire to consider this concept further. A few Councilors expressed interest in talking further about the suggestion, but the late hour precluded that conversation from occurring on January 9th.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action required. Discuss correspondence received from resident Cathy Leach and determine whether or not to consider further Ms. Leach's concept of creating a Town Budget Advisory Committee.

Jen Berry

Subject: FW: Budget question - an email from resident Cathy Leach*

From: "Leach, Cathy" <cathy.leach@unh.edu>

Date: Wed, 7 Dec 2011 15:14:07 +0000

To: Todd Selig <tselig@ci.durham.nh.us>

Subject: Budget question

Good morning, Todd:

I wasn't able to attend Monday's TC meeting, but saw the replay last night.

I'm disappointed in the process this year, and in the lack of time the TC has actually spent discussing the budget.

What was most upsetting is that the discussion Monday night seemed to get off track easily, and no one came forward

with any ideas for cutting the budget. My sense is that most of it is a function of poor leadership from the chair and vice chair.

I would like to bring forward the idea of forming a town budget advisory committee, much as the school board has done.

I know that I can request this item be put on a future TC agenda, but would I also need (or would it help) a petition signed by

residents? I also understand that the TC has discussed this before, but I don't recall the specific issues involved.

When you get a chance, could you let me know what you think and the route I need to take to bring this up to the TC?

There's no rush in a reply...

Thank you.

Cathy Leach

Subject: Re: Support for Town Budget Advisory Committee
Date: Wednesday, January 18, 2012 8:41:16 AM Eastern Standard Time
From: Todd Selig
To: Michael Mullaney, Karl Van Asselt
CC: Catherine Leach

Dear Mike,

Thank you very much for your email regarding Cathy's proposal. We'll forward this along to members of the Council as part of the packet Cathy has prepared. Please have a good day.

Todd

Todd I. Selig, Administrator
Town of Durham, NH
T. 603.868.5571 || F. 603.868.5572
tselig@ci.durham.nh.us || www.ci.durham.nh.us

Everyone can tackle climate change. How can you reduce your carbon footprint?

From: Mike Mullaney <MMullaney@thegranitegroup.com>
Date: Wed, 18 Jan 2012 08:12:44 -0500
To: Karl Van Asselt <vanasselt@aol.com>, Todd Selig <tselig@ci.durham.nh.us>
Cc: Catherine Leach <leachfam@comcast.net>
Subject: Re: Support for Town Budget Advisory Committee

Good morning Todd,

I hope the forming of a Budget Advisory Committee is given strong consideration and is created. As it should be, the light is being shined on all aspects of "expenses" and it is time for a dedicated group of people to exclusively focus on it.

Thanks

Mike Mullaney
Vice President of Marketing
The Granite Group Wholesalers
603-545-3302
www.thegranitegroup.com
www.theultimatebathshowroom.com

On Tue, Jan 17, 2012 at 10:19 PM, <VANASSELTAOL@aol.com> wrote:
Cathy,

This is terrific. Certainly add my name to the list of those who support the formation of this Committee.

This is an opportunity for citizen participation in a positive, organized way to help address the Durham tax burden on the single family home.

Thanks for your work on this issue.

Karl Van Asselt
17 Fairchild Drive

In a message dated 1/17/2012 10:04:19 P.M. Eastern Standard Time, leachfam@comcast.net writes:

Hello everyone!

I'll keep it quick...I've attached a proposal requesting that the Town of Durham establish a budget advisory committee.

The proposal outlines the rationale and other information behind the idea.

Please pass it along to anyone you think might be interested.

This is on the Town Council agenda for Monday's meeting.

If you feel that a budget advisory for Durham would be helpful, you can send an email to Todd Selig, Town Administrator,

at tselig@ci.durham.nh.us; or you can send a reply email to me at leachfam@comcast.net and indicate that you support the formation of a

budget advisory committee.

Thanks so much.

Cathy & Dave Leach

Town of Durham
Budget Advisory Committee -- Points for Consideration

The recommendation is for the Town of Durham to establish a Budget Advisory Committee with members appointed by the Town Council. An advisory committee does not require a change to the Town charter.

Additional materials provided with this recommendation include:

- Spreadsheet with just some NH towns that use some form of a budget committee in the process of preparing the town budgets and CIPs, and in some cases, school budgets
- Sample budget committee organization and purpose from four NH towns
- The ORCSD Advisory Budget Committee (ABC) composition and charge

What would the Advisory Budget Committee do?

- Review budget & CIP documents, participate in budget meetings with department heads, provide Town Administrator and Finance Manager with recommendations during the budget process, and present recommendations to the Council during its work with the budget. The advisory committee would also review and make potential recommendations regarding the budget timeline and process.

What is the intention of the Advisory Budget Committee?

- The intention is for the advisory committee to act as a sounding board for the town staff, and ask fresh (i.e., "new set of eyes") questions that might result in reprioritizing or doing something differently that results in a cost savings for the Town and in turn, the taxpayers. The committee would provide a "check and balance" for the benefit of town staff, the Council, and the citizens.
- The advisory committee would assist in moving forward the town and TC annually established goals as they relate to budget concerns and/or priorities. The committee could also assist in the formation of long-range goals and priorities. The group should make budget recommendations to the TC for discussion at the start of the year's planning, which would provide the town staff and TA with clear, definitive, agreed upon goals or options entering into budget preparation.
- The formation of this committee allows more citizen participation in the budget process. There are many residents in town with knowledge and expertise in budgeting, processes, and/or communication. Utilizing that expertise should not be seen as threatening, but as a way to make our town better, including affordability for as many as possible. This group can be instrumental in soliciting input from residents, as well as explaining the budget process and/or decision-making to the public. The group could also provide information that makes the budget and CIP easier for the public to understand (i.e. the committee could create 'dashboard' documents as the ORCSD ABC has done). Increased understanding, clarity, and analysis of the budget documents could result in increased citizen participation, be helpful to staff, and would not overlap with staff work.
- The advisory committee would serve to communicate with the public on budget and tax impact issues. An example of this might be the late increases in taxes for the second half 2011 tax bill due to the budget shortfall from abatement approvals. Or, perhaps an advisory committee could have come up with alternate ways to handle that problem that would not have resulted in the increase as it did in 2011.

- The advisory group would have the time and commitment to pay close attention to the budget and its process. Councilors are on the TC as well as additional committees, and have limited time or energy at all times during the budget process. Complexities within the budget and the sheer volume of information provided means that Councilors need to devote hours and hours of time to the budget in order to make suggestions, have knowledgeable discussions, or provide clear direction and leadership. The advisory committee would not be an extra layer of government, but instead would perform the “heavy lifting” for the TC in studying the budget and narrowing down potential recommendations. The advisory group members would be committed to the budget process and outcomes only. The committee can be a resource in researching ideas that staff or the TC does not have the time, expertise, or skills to do themselves.

What is the benefit to the taxpayer?

- The benefit to the taxpayer could be significant. Having a fresh set of eyes, minds, ideas, and questions during the budget process may result in efficiencies of operations, increased understanding of taxpayer burden, and continued investigation of potential cost-saving cooperative efforts. The advisory committee may find that changes in the budget process and communication to the public should be made. This could, in turn, increase public understanding of the budget and CIP which could result in larger resident participation not only in budget issues, but for other town goals/issues.

Why should a Budget Advisory Committee be formed now?

- Economic times dictate that close scrutiny of all budgets and spending are essential. The residents of Durham are not immune to job loss, house foreclosure, loss of or stagnant incomes, social security and other pension decreases, to name a few. Increasing taxes are becoming more difficult for many families in Durham to absorb. The advisory committee would be able to assist in determining whether increases can be avoided through budget adjustments, changes in spending, etc.
- Within the Town Administrator’s goals update to the Council, the following statement is included:

“The 2011 Master Plan survey was very clear in pointing out that residents of the community seek balance” (regarding the Town pursuing Long-Term Economic and Environmental Sustainability).

The latest edition of the “Friday Updates” also included the following information from the Master Plan Survey:

- 61% strongly disagree or somewhat disagree that a tax rate with similar rates as the past is acceptable*
- ...respondents support policies to stabilize or reduce the property tax rate, including expanding commercial development outside of the downtown core.

*the actual questions/responses from the survey were:

1. A Durham tax rate with future increases similar to past increases is acceptable:
 - o 35% overall positive (7% strongly; 28% somewhat agree)
2. A tax rate with similar rates as the past is acceptable:
 - o 35% overall positive (7% strongly disagree; 28% somewhat disagree)
3. Also, among the top 6 items highlighted in answer to the question: “What 3 things would you like to see changed or improved?” was the following:
 - o high property tax/more affordable taxes

- Although the Town budget is approximately 20% of what residents see in the tax bill, that shouldn't mean that it's not important, or that close scrutiny isn't necessary.
- An advantage of having an advisory committee in Durham is that we have a structure in place for budget development...Town Administrator and Finance Manager with department heads; TA and Finance Manager to the PB and TC, public hearing(s) annually scheduled, etc. This would allow the advisory committee to come into the process smoothly, without a lot of reshuffling, reconstructing, or reinventing. The committee will be able to, from the outset, play a positive role in providing another set of eyes. The Town's budget is not mismanaged by the staff, which makes it less cumbersome for a citizen group to help develop ideas and make recommendations for TC consideration. On the other hand, the current TA and Finance Manager will not always be employed by Durham, so to make a decision about whether a budget advisory group is needed based on the people or personalities currently involved would be short-sighted.

What would be the committee's organization?

- The makeup, charge, and organization of the committee have many options. The chart of other municipalities outlining the number and representation on the budget committees provides a starting point. Another addendum outlines the organization and charge of the ORCSD recently formed advisory budget committee for review. At first thought, the town's advisory committee would be made of up of five voting members, and ex-officio representation from the TC, the TA and/or Finance Manager, and possibly a school board and planning board rep. The process for forming the advisory committee and appointing members would be no different than for other town committees.

Would the formation of a budget advisory committee require more work on the part of the town staff?

- Realistically, probably a little, especially during the first year as some education of committee members on how the budget is created would be necessary. Advisory group members could be invited to the same meetings with department heads, and could be part of any PB and TC meetings when the budget is being discussed. Joint meetings are doable, and would not increase the number of meetings that require town staff attendance. The committee itself could meet more frequently, but the town staff rep could choose not to attend. Minutes would be kept, and all members would be kept updated when unable to attend a meeting...just like it works with any other committee.
- The dissemination of information could also be provided to budget committee members in the same way it is to the PB, TC, department heads, etc., resulting in no additional staff time.
- Annually, the town staff has to educate up to three new TC members regarding budget process and matters. Education of the advisory committee (in its first year only) could occur at the same time. Having this education session together might even be a good start to TC – advisory committee collaboration and would not require additional staff time.
- Every new committee that is formed requires some extra work from one or more town staff members. The TA and the TC pride themselves on encouraging active and important citizen involvement in local government. The potential requirement of more staff time has not been an issue in the formation of committees viewed to be of importance in the past, and it should not be a factor on determining whether a committee is a "good" idea.

What is an example of a question that might be asked by the advisory group?

- Here's an example from this year's budget discussion: At a TC meeting, there was a question regarding the amount in the 2012 legal line. That item had increased \$10,000 (from \$50g to \$60g), because for the last two years the town's expenditure was \$60g. The next logical questions were not asked; "why is that?" "Can different priorities be set so that the spending can revert back to its previous level?" Perhaps the answers would not change the line item, nor might this be considered a "big ticket" item, but the conversation would be had, alternatives might be found, there may be clear directives moving forward, or at the very least, the public would have a better understanding of why the line item had increased.

What if the committee makes recommendations that are ultimately not adopted?

- The hope is that the advisory committee, along with the town staff and TC, would work together and be open to each other's expertise and suggestions. However, it is ultimately the Town Administrator's budget that is voted on and adopted by the Town Council. Advisory committee members would be aware of that, and would have to accept it from the outset. Committee's that make recommendations that ultimately aren't adopted or moved forward happens frequently and is understood, so this is really a non-issue.

*Submitted by Cathy Leach
1/18/12*

Advisory Budget Committee Composition and Charge

(as revised and adopted by School Board 08-17-11)

Purpose:

To form an advisory committee that becomes educated about the ORCSD budget and provides budget recommendations to the School Board. These recommendations will meet the needs of the students, taxpayers and be fiscally responsible.

Charge:

1. May conduct in-depth analyses on spending best practices and local and national trends in specific budget areas.
2. Will serve as a resource to the School Board and Administration on budget issues.
3. May recommend methods to improve financial reporting.
4. May recommend process to communicate budget to the community.
5. Will provide periodic summations on budget areas as they are discussed and provide a written report at end of the budget process including any process and/or reporting recommendations for future years.

Committee Composition:

- Minimum of 5 members and a maximum of 9 members.
- Community members will be selected by the School Board.
- Members should attend most budget deliberation meetings of the district.
- Committee may meet as an entity on select occasions with superintendent and/or his designee to discuss expenditures in a specific section of the budget.
- A chair, vice-chair and secretary should be elected by the committee on an annual basis.
- All meetings are open to the public and comply with current Right to Know Laws.
- A non-voting School Board liaison should attend all ABC meetings.

Some Examples of Budget Committee or Budget Advisory Committee organization and purpose from NH towns, January 2012.

Town of Milford:

Budget Advisory Committee

In 1974, the residents of Milford, New Hampshire voted to create a Town Budget Advisory Committee to add a public element to the review of the Town's operating budget. Each year the Town Moderator appoints 9 persons, each a resident of Milford, to comprise the Town Budget Advisory Committee. Appointment by the Town Moderator ensures that the Budget Committee is an independent entity not subordinated or otherwise subject to the Board of Selectmen or other Town managing element. The role of the Budget Advisory Committee is to advise the Board of Selectmen, and the Town Administrator, on budgetary matters as they prepare an operating budget to present to the residents of Milford, NH for a town vote. The Budget Advisory Committee conducts regular meetings, at which the public is encouraged to attend and contribute, in thoroughly reviewing and analyzing the Town's proposed operating budget, as well as evaluating Town operations and budgetary practices.

In the proposed operating budget, we diligently look for efforts to correct, or prevent, wasteful expenditures, adequate support for public services, and a reasonable tax rate. In addition to any advice that may be provided, the Budget Advisory Committee develops positions of support, or opposition, on components of the proposed budget and warrant articles. Presentations to the Town Administrator and the Board of Selectmen are advisory, not binding. The value of the Budget Advisory Committee is that it serves as a mechanism to facilitate public input to the budgetary process.

The Budget Advisory Committee regularly posts its meeting minutes, decisions and votes (including majority and minority positions), presentations submitted to the Town Administrator and the Board of Selectmen, as well as any other relevant information culminating from our meetings here on this website.

In these challenging economic times, we strongly encourage you to get involved and participate in our meetings, or submit comments for our consideration. On behalf of everyone on the Town Budget Advisory Committee, we look forward to serving our community.

Town of Exeter:

Budget Recommendations Committee

The Exeter Budget Recommendations Committee was created by a vote of the 1857 Town Meeting as a five member committee. The Committee meets in the Fall of each year to review the Town's proposed operating budget for the following fiscal year. Budget committee members are elected on a slate at the annual deliberative session. Budget Committee meetings are televised on Channel 22 EXTV during the month of November, and the Committee's

recommendations are forwarded to the Board of Selectmen for consideration each year.

The Town Manager forwards the initial budget to the Budget Recommendations Committee, who then reviews each Department's request, along with the Manager's budget, in a subcommittee format during October. Each subcommittee's recommendations are part of the televised meetings in November.

Five members, plus a selectperson rep, Town Manager, and Finance Director serve as ex-officio members who do not vote on budget items during the Budget Committee process.

Town of Hanover:

Finance Committee. Five members.

Mission: appointed resident committee to advise on financial matters of the Town; the Hanover School District; and, jointly with the Norwich Finance Committee as the Dresden Finance Committee, the Dresden School District.

Town of Hollis:

Budget Committee; 7 members.

Elected members are responsible for the creation and presentation to voters of the operating budgets for the Town and the Hollis School District (the Hollis Brookline Coop School District has an independent Coop Budget Committee) as well as review and make recommendations on financial issues to the voter, selectmen, and school board.

Source: Town websites

Town	Budget Committee?	Organization
<i>Newmarket</i>	Yes	9 members plus 1 SB rep, 1 TC rep * Newmarket also has a CIP committee of 7 members from town staff & various boards
<i>Hanover</i>	Yes - Finance Committee	5 members "Advise on financial matters of the Town and School District"
<i>Hollis</i>	Yes	7 members plus 1 SB rep "Elected members are responsible for creation and presentation of town budget"
<i>Exeter</i>	Yes - Recommendation	9 members plus staff as non-voting *Committee reviews initial budget; makes recommendations
<i>Bow</i>	Yes	6 members plus 1 selectperson rep, 1 SB rep
<i>New London</i>	Yes	9 members plus 1 selectperson rep
<i>Northwood</i>	Yes	12 members plus 1 selectperson rep, 1 SB rep, 1 town staff
<i>Rye</i>	Yes	6 members plus 6 reps
<i>Seabrook</i>	Yes	6 members plus 3 reps
<i>Milford</i>	Yes - Advisory	9 members
<i>Town</i>	Budget Committee?	Organization
<i>Newmarket</i>	Yes	9 members plus 1 SB rep, 1 TC rep * Newmarket also has a CIP committee of 7 members from town staff & various boards
<i>Hanover</i>	Yes - Finance Committee	5 members "Advise on financial matters of the Town and School District"
<i>Hollis</i>	Yes	7 members plus 1 SB rep "Elected members are responsible for creation and presentation of town budget"
<i>Exeter</i>	Yes - Recommendation	9 members plus staff as non-voting *Committee reviews initial budget; makes recommendations
<i>Bow</i>	Yes	6 members plus 1 selectperson rep, 1 SB rep
<i>New London</i>	Yes	9 members plus 1 selectperson rep
<i>Northwood</i>	Yes	12 members plus 1 selectperson rep, 1 SB rep, 1 town staff
<i>Rye</i>	Yes	6 members plus 6 reps
<i>Seabrook</i>	Yes	6 members plus 3 reps
<i>Milford</i>	Yes - Advisory	9 members

Some Examples of Budget Committee or Budget Advisory Committee organization and purpose from NH towns, January 2012.

Town of Milford:

Budget Advisory Committee

In 1974, the residents of Milford, New Hampshire voted to create a Town Budget Advisory Committee to add a public element to the review of the Town's operating budget. Each year the Town Moderator appoints 9 persons, each a resident of Milford, to comprise the Town Budget Advisory Committee. Appointment by the Town Moderator ensures that the Budget Committee is an independent entity not subordinated or otherwise subject to the Board of Selectmen or other Town managing element. The role of the Budget Advisory Committee is to advise the Board of Selectmen, and the Town Administrator, on budgetary matters as they prepare an operating budget to present to the residents of Milford, NH for a town vote. The Budget Advisory Committee conducts regular meetings, at which the public is encouraged to attend and contribute, in thoroughly reviewing and analyzing the Town's proposed operating budget, as well as evaluating Town operations and budgetary practices.

In the proposed operating budget, we diligently look for efforts to correct, or prevent, wasteful expenditures, adequate support for public services, and a reasonable tax rate. In addition to any advice that may be provided, the Budget Advisory Committee develops positions of support, or opposition, on components of the proposed budget and warrant articles. Presentations to the Town Administrator and the Board of Selectmen are advisory, not binding. The value of the Budget Advisory Committee is that it serves as a mechanism to facilitate public input to the budgetary process.

The Budget Advisory Committee regularly posts its meeting minutes, decisions and votes (including majority and minority positions), presentations submitted to the Town Administrator and the Board of Selectmen, as well as any other relevant information culminating from our meetings here on this website.

In these challenging economic times, we strongly encourage you to get involved and participate in our meetings, or submit comments for our consideration. On behalf of everyone on the Town Budget Advisory Committee, we look forward to serving our community.

Town of Exeter:

Budget Recommendations Committee

The Exeter Budget Recommendations Committee was created by a vote of the 1857 Town Meeting as a five member committee. The Committee meets in the Fall of each year to review the Town's proposed operating budget for the following fiscal year. Budget committee members are elected on a slate at the annual deliberative session. Budget Committee meetings are televised on Channel 22 EXTV during the month of November, and the Committee's

recommendations are forwarded to the Board of Selectmen for consideration each year.

The Town Manager forwards the initial budget to the Budget Recommendations Committee, who then reviews each Department's request, along with the Manager's budget, in a subcommittee format during October. Each subcommittee's recommendations are part of the televised meetings in November.

Five members, plus a selectperson rep, Town Manager, and Finance Director serve as ex-officio members who do not vote on budget items during the Budget Committee process.

Town of Hanover:

Finance Committee. Five members.

Mission: appointed resident committee to advise on financial matters of the Town; the Hanover School District; and, jointly with the Norwich Finance Committee as the Dresden Finance Committee, the Dresden School District.

Town of Hollis:

Budget Committee; 7 members.

Elected members are responsible for the creation and presentation to voters of the operating budgets for the Town and the Hollis School District (the Hollis Brookline Coop School District has an independent Coop Budget Committee) as well as review and make recommendations on financial issues to the voter, selectmen, and school board.

Source: Town websites



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
Fax: 603/868-5572

AGENDA ITEM: # **10B**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Julian Smith, Councilor

AGENDA ITEM: DISCUSSION REGARDING COUNCIL MEMBER ATTENDANCE AND PARTICIPATION DURING AGENDA-SETTING MEETINGS BETWEEN THE ADMINISTRATOR, COUNCIL CHAIR AND CHAIR PRO TEM

CC PREPARED BY: Jennie Berry, Administrative Assistant

CC PRESENTED BY: Julian Smith, Councilor

AGENDA DESCRIPTION:

Councilor Julian Smith has requested that this item be placed on the Council meeting for Monday evening for discussion relative to other Council members attending and participating during agenda-setting meetings held between the Administrator, Council Chair, and Chair Pro Tem.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

Hold discussion and determine the appropriateness of attendance and participation of other Council members during agenda-setting meetings held between the Administrator, Council Chair, and Chair Pro Tem.



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
Fax: 603/868-5572

AGENDA ITEM: **#11**

DATE: January 23, 2012

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

ACTION PROPOSED: DISCUSSION REGARDING PROCESS FOR THE
ADMINISTRATOR'S ANNUAL PERFORMANCE EVALUATION

CC PREPARED BY: Todd I. Selig, Administrator

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Pursuant to Section 17 of Administrator Selig's Employment Agreement [*which was specifically requested to be included in the Employment Agreement by Mr. Selig*] with the Town (attached): "Commencing in April of 2010, and each succeeding April thereafter, the Town Council and Selig shall mutually establish goals and objectives [*these are the approved 2011-2012 Town Council goals*] which they deem necessary and appropriate for the proper management of the Town during the succeeding twelve (12) months. Such goals and objectives shall be committed to writing and formally adopted by the Town Council. . . Commencing in January 2010, and for each January thereafter, the Town Council shall review/ evaluate Selig's performance in accord with the criteria provided to Selig by the Town the preceding April. The Town Council shall provide Selig with a written summary of this Annual Performance Evaluation and shall provide Selig with an opportunity to discuss this evaluation with the Town Council.

Over each of the last eleven years of Mr. Selig's service, the Council has utilized varying approaches to fulfilling this contractual requirement. In 2011 the Council utilized a one page evaluation form/matrix (*see attached*) outlining key elements of importance and ranking the administrator's performance (on a scale of 1 to 5) for each of these elements which included five categories: Ability to maintain or improve strong relationships, Financial oversight and Initiative, Leadership, Initiative, and Other. Rankings included: 5=Excellent, 4=Very Good, 3=Good, 2=Acceptable, 1=Unacceptable.

Mr. Selig recommends using the same format for the 2011 evaluation process with the objective being to develop a consensus of the Council regarding the performance of the Administrator over the course of the previous year and to offer collective guidance (one voice to the extent possible) for the upcoming year.

Using this process, Council members will be provided the matrix via email in Microsoft Word format by January 24, 2012. Councilors will then have until February 6th to return their responses electronically to Council Chair Diana Carroll. Chair Carroll will then compile the responses for distribution to Councilors electronically in advance of the February 20th Council meeting at which time the Council and Mr. Selig would discuss the results.

Also *attached* for the Council's information is a "year end wrap up/self-assessment for 2011" Councilors may find useful.

Only Mr. Selig's annual performance evaluation is required to be completed in 2012 as the Council approved a resolution in 2011 (Resolution #2011-05) approving his employment agreement for a period of three years extending from 1/1/13 to 12/31/13 and establishing his base annual salary.

LEGAL AUTHORITY:

Article 4 "Administration of Government", Section 4.1 of the Durham Town Charter:
"The chief administrative officer of the town shall be the Town Administrator (hereinafter called the "Administrator"), who shall be a full-time regular employee of the Town. The Council shall appoint a person especially qualified by experience and training, who receives the votes of at least five (5) members of the Council, to be Administrator. The Administrator shall serve at the pleasure of the Council, which will fix the Administrator's salary and terms of employment."

Article 4 "Administration of Government", Section 4.3 of the Durham Town Charter:
"The Administrator may be reprimanded or removed for cause by the affirmative vote of at least six (6) members of the Council as herein provided. At least thirty (30) days before the proposed reprimand or removal of the Administrator, the Council shall adopt a resolution stating its intention to reprimand or remove him, the reasons therefor and an effective date. A copy of the resolution shall be served forthwith on the Administrator, who may, within ten (10) days, demand a public hearing, in which event the Administrator shall not be reprimanded or removed until such public hearing has been held. Upon or after passage of a resolution of intent to remove, the Council may suspend the Administrator from duty, but his pay shall continue until removal. In case of such suspension, the Council shall, by the affirmative vote of the Council, appoint an Acting Administrator to serve at the pleasure of the Council for not more than ninety (90) days. The action of the Council in removing the Administrator shall be final."

Article II, "Administrative Organization", Section 4-4 of the Administrative Code":
"The chief administrative officer of the town shall be the Town Administrator ("Administrator"), who shall be appointed by the Council based upon his training and experience. The Administrator shall serve at the pleasure of the Council, who will also establish his compensation and terms of employment."

Article 16 of Employment Agreement Between Todd Selig and the Town of Durham states: "Renewal Negotiations. If either the Town or Selig wishes to renew this Agreement at the conclusion of its original three (3) year term, that party shall notify the other of such intent no later than December 31, 2012. In the event that the parties have not successfully concluded their negotiations by March 1, 2013, subsection 14C shall not apply and Selig shall be free to seek and obtain employment elsewhere at any time, even during the remaining term of this Agreement."

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

Hold discussion concerning Administrator Todd Selig's annual evaluation for 2012 and agree to the process to be utilized in order to provide feedback to Administrator Selig relative to his performance.

**ANNUAL EVALUATION OF TODD SELIG
2011**

1 = Unacceptable 2 = Acceptable 3 = Good 4 = Very Good 5 = Excellent

	1	2	3	4	5	N/A
Ability to maintain or improve strong relationships with:						
• Town Council (responsiveness to concerns)						
• External entities such as UNH, town businesses, etc.						
• Town department heads and staff						
• Town committees and boards						
• Serves citizens effectively and efficiently						
Financial oversight:						
• Financial performance of the Town						
• Fiscal responsibility						
• Budget (process, preparation, dissemination)						
• Budget (creation of budget within Council guidelines)						
• Accomplishment of meaningful modifications in the economic relationship with UNH						
Leadership:						
• Provides clear guidance to the Council on all issues						
• Provides strong management of town staff						
• Maintains consistent and appropriate oversight of department heads						
• Improved the performance of town staff. When necessary, has removed individuals who have failed to perform consistent with their job description and/or compensation						
• Competency in human resource area with new hires during his administration						
• Provides leadership to town committees and boards						
Initiative:						
• Proposes appropriate initiatives/strategic direction to the Council						
• Is timely in follow up reports to Council initiatives						
• Accomplishment of Council's goals and objectives						
• Ability to be a visionary for future community planning						
Other:						
• Appropriately challenges the status quo						
• Willingness to challenge and support his convictions						
• Appropriate allocation of time and energies, including delegating non-essential tasks						

Provide additional written evaluation below or separately if you wish. **Evaluation forms are due to Diana Carroll not later than the Council meeting on January 10, 2011.**

Year End Wrap Up for 2011

Todd I. Selig, Administrator
Town of Durham
12/30/11

This overview is intended to provide a snapshot of activity for the last year to keep the board updated on progress toward Council goals as part of a year end wrap up for 2011, as well as for my annual self-assessment/evaluation process. To cut down on time and paper, much of it is in bulleted or short paragraph form with key takeaway points in **bold**.

I believe the Town of Durham continues to be economically and prudently operated. We function as a purveyor of public services, and staff is working hard to implement business practices to control costs and maintain the municipality's fiscal position during uncertain economic times.

The Importance of Sound Business Practices

Faced with an escalating full (town, local school, state school, and county) tax rate in recent years, a number of strategies have been or are in process of being implemented: ***Economic development and smart growth activities*** intended to broaden the tax base to mitigate anticipated future cost increases across the municipal operation; ***Working with UNH to find win/win partnership opportunities*** intended to broaden the tax base, better link the campus to the broader community, make UNH/Durham more desirable for residents/students alike, and obtain fair compensation from UNH for its fiscal impact upon the host community; ***Controlling escalating health care benefit costs*** by evaluating the possibility of changing health insurance providers, exploring new health care options for the mutual benefit of employees/employer, and discussing additional employee contributions toward health insurance co-pay levels. All municipal employees presently contribute 10% - 20% toward monthly health insurance premiums incurred by the Town; ***Coping with increasing utility costs*** and working creatively to offset them now and in the future through wholesale power purchase and investment in green technology; ***Rethinking the organizational structure of departments*** and the manner in which services are delivered utilizing *Kaizen* techniques in an effort to enhance organizational efficiencies and mitigate cost centers over the long-term; ***Maintaining a strong balance sheet and favorable bond rating status*** by working to stabilize and in the long-term increase undesignated fund balance within the General Fund and Sewer Fund, maintaining a strong Overlay account, realistic revenue/expenditure projections (to the extent possible in this economic environment and due to state downshifting of costs), maintaining a contingency fund equal to approximately 1% of the total budget to cover unforeseen, unanticipated circumstances; ***Working to control operational expenses*** as a continued short-term strategy to limit the impact of the U.S. macroeconomic situation on Durham taxpayers.

I continue to provide regular updates to the Council with respect to progress toward Council goals through the weekly “Friday Updates,” verbally during Council discussions and board/committee meetings, and as part of written overviews such as this one. Councilors should remember that **when the 2011-2012 goals were established in May 2011, rather than generating a list of items that could be easily accomplished in a single year, the board adopted a long-term focus** and acknowledged that goals had a two to five year timeframe.

A great deal of work has been devoted to addressing **human resource issues** in Durham over the last year. These include:

- **Collective bargaining contract negotiations** with the AFSCME unit representing Durham’s public works personnel, and the NEPBA Local 21 unit representing the Town’s police officers. To date the AFSCME unit has itself rejected two tentative agreements, and the Council has rejected one tentative agreement.
- **Recruitment of 2 new fire personnel**, promotion of 1 firefighter to captain, and holding open a vacant inspector position for budget cost control purposes.
- Selection process and **hiring of 6 police officers** over the course of the last two years. Holding the 19th police officer slot vacant for budget reduction purposes.
- Hiring of **part-time Parks & Recreation Director** and increasing hours from 20 to 30 per week as part of the approved FY 2012 budget.
- In an era of economic downturn and frozen wages, **morale has remained positive** amongst Town staff.

In pursuit of Council goals, we have continued a series of **initiatives to ensure board members have the tools necessary to be productive members of local government in Durham**. These include:

- Again in 2011, we organized an **orientation session for officers of all Town boards, commissions, and committees** in which we not only talked about rules and responsibilities but also were able to introduce the Chair and Vice Chairs of the committees to one another, as well as describing the Council goals and clarifying that the Council goals should be integrated into the work of the various Town boards and committees.
- Provided **annual right to know law forum** for the public to include Durham, Lee, Madbury, and the Oyster River Cooperative School District.
- Providing **funding for board members to attend various education sessions** offered through a variety of sources including the Local Government Center, the Strafford Regional Planning Commission, etc.
- More could be done in 2012 to provide technical education to members of our more complex boards such as the Planning Board, ZBA, Conservation Commission, and HDC.

Over the last year, the Town has worked to **pursue Long-Term Economic and Environmental Sustainability, which** are inextricably linked. Without economic sustainability, the Town will not have the financial resources available over the long-term to stabilize the tax rate, pursue desired projects/infrastructure, preserve open space, etc. Without a healthy natural environment, we will not sustain the Durham in which citizens hope and desire to live. **The 2011 Master Plan survey was very clear in pointing out that residents of the community seek balance.**

On August 1, 2011, the Town Council held a discussion concerning **the FY 2012 Budget** with the Administrator and provided guidance as part of the budget process culminating with the Council approving the FY 2012 Budget and 2012-2021 Capital Improvement Program by a 6-2 vote on 12/12/11. The approved budget is anticipated to increase the municipal portion of the Durham tax rate by .55% from \$7.57 to \$7.61.

I continue to move forward with educating myself and staff with regard to **the implementation of Kaizen/Lean manufacturing practices into the municipal workplace.** To this end, we plan to collaborate in 2012 with the Lonza Corporation in Newington, which is interested in facilitating several Kaizen events for Durham's various departments. We have also maintained a connection with the State of Maine Lean Lab for training purposes.

Our Kaizen initiative has impacted the thought process of everyone on our department head team and the influence has begun to transcend this group such that efficiency discussions and out of the box thinking are regularly taking place. These processes are responsible in large part for our new credit card acceptance program at the Town Clerk/Tax Collector's office, budget development process improvements, contracting out tax billing, discussions around energy purchases, overtime use, facility improvements, technology implementation, adding reflectivity to fire hydrants, problem solving around development projects, improving traffic patterns and parking opportunities in the downtown core, the 2011 DPW "Voice of the Citizen Survey," and more.

The Town continues to monitor from a distance the status of the 270 +/- acre **Spruce Forest** Trust for Public Lands (TPL) project. The NH DES Aquatic Resource Mitigation (ARM) Program informed us in December 2010 that the Spruce Forest project received a \$500,000 grant award. In addition, it ranked 12th in the nation through the Coastal and Estuarine Land Conservation Program (CELCP), however, Federal budget constraints prevented sufficient funding becoming available to fully support the ranking. My understanding is that TPL is presently working to identify private funding for the project.

The Town in conjunction with the Lamprey River Advisory Committee and the S.E. Land Trust had been involved with discussions regarding **the Thompson parcel** along the Lamprey River for permanent conservation. To date, however, progress has not been made on establishing an acceptable value for the parcel and the project is on hold.

The Town contributed \$45,000 in 2011 to the Nature Conservancy on behalf of the Great Bay Resource Protection Partnership for acquiring approximately 66 acres of property in Durham known as **the Beaudette 2 project**, with approximately 1,405 feet of frontage on Bennett Road and 2,840 feet of frontage on Route 108.

A new **Agricultural Commission** was discussed and instituted by the Town Council in 2011 to support local farming and agricultural activities within the community.

Durham also acted quickly in 2011 when during the summer months the Seacoast **Farmer's Market** was displaced from the Mill Plaza. Within a matter of days, the community responded making the Pettee Brook Parking Lot available in support of local agriculture. The Farmer's Market may evaluate Jenkins Court as a potential location for 2012.

The Town partnered with UNH in installing a state of the art, nationally followed **bioretention basin** within the Store 24/Tedeschi lot in 2011.

The Parks and Recreation Department aspired to create a "**waste free**" **Durham Day** celebration in 2011. While it was not feasible to 100% meet this goal, numerous measures were put in place to be sustainable as part of the celebration. The effort, however, did tax the limited staffing and volunteer structure we have in place to support such events.

Despite the Town's ongoing effort to engage the owner of the **Mill Plaza**, there has not been movement to date. Staff has spent time over the last year meeting with potential development companies concerning the parcel but once again no project has moved forward as the owner appears to have little interest in a redevelopment at this time.

I am pleased to report that the **Grange project** along Main Street, which was initiated in 2010, came to fruition in 2011 when this fall the Town sold the parcel to Mr. Peter Murphy who has now moved the historic structure forward to the curb line and is presently undertaking construction which will eventually allow for commercial space, workforce housing, student housing (that could be convertible in the future to adult housing), and an enhanced pathway into the Mill Plaza area behind. The project had many challenges but through diligence and hard work we were able to collaboratively move it forward.

The Town sold the **Durham Business Park** to Eric Chinburg on November 29, 2010 bringing to culmination a process that began in 2007 with the signing of an Agreement of Sale between the Town of Durham and Eric Chinburg that was authorized by the Town Council. This parcel offers much potential for economic development and job creation in the coming years. Mr. Chinburg had been working with Great Bay

Aquaculture to potentially develop the company's corporate headquarters within the Durham Business Park but that idea seems to have ended. At the present time, Mr. Chinburg is planning to subdivide the property and market individual lots in 2012.

Significant energy continues to be dedicated to facilitating a new development project in downtown Durham to include numerous potential elements such as the UNH bookstore (in lieu of the present Memorial Union Building location), a downtown technology park, high quality professional office space, small hotel, performing arts center/black box theatre, etc. within the downtown core along Main Street. A variety of land parcels would be involved with such a project including the active financial participation of the municipality to address traffic flow and parking. As of December 2011, **Watershed Development** has been in discussions with landowners along Main Street for site acquisition. The Town's Pettee Brook Parking Lot would be leveraged to facilitate such a project.

Numerous **redevelopment projects have either been approved** by the Planning Board, are in the Planning Board process, or have actually been constructed. Examples include: the former Houghton's Hardware site, the former Don Thompson Real Estate site, Rosemary Lane, an infill project by Slania Enterprises on Jenkins Court, the Perry Bryant project on Mast Road, the Capstone project on Technology Drive, the 9-11 Madbury Road, the Grange, etc. Where projects had all but stopped in other parts of the state and nation, redevelopment in Durham moved forward in 2011. This continues to bode well for opportunities locally.

Durham had adopted **Property Assessed Clean Energy (PACE)** state enabling legislation in 2010 whereby the municipality was able to issue a bond that could be used to support low interest loans to residents/businesses to provide energy-efficient upgrades to properties. Under this program, the loan would have been attached to the property, reimbursed annually through the local tax bill, and the debt would belong to the parcel rather than the property owner. However, opposition from the NH Bankers Association in early 2011 within the NH State Legislature resulted in substantial amendments to the PACE statute effectively stifling Durham's initiative.

Durham put out a Request for Qualifications for energy-related services and selected **Revolution Energy** to work with the Town in identifying potential renewable energy installations/locations within or upon town facilities. Six locations were ultimately selected by Revolution Energy in 2011 as appropriate candidates for such technology. We will hopefully be able to move forward in 2012 after appropriate due diligence with a finite number of renewable energy projects that can outwardly demonstrate to residents the community's commitment to a more sustainable energy future in accord with Council goals.

The Town of Durham competed for and was successful in obtaining an **Energy Efficiency and Conservation Block Grant for street lighting upgrades**. The grant was sponsored by the New Hampshire Office of Energy and Planning and is a component of

the American Recovery and Reinvestment Act of 2009. The grant, valued at \$167,310, reimbursed the Town 100% of the cost of retrofitting all of the ornamental street lighting along the Main Street corridor and intersecting roadways. The grant did not require any kind of a match. Because the Main Street lighting corridor runs through the UNH campus it made sense to partner with the University to provide a consistent lighting pattern. The grant reimbursed Durham for replacing the existing 175 watt, Metal Halide Lighting and accessories with a Light Emitting Diodes (LED) retrofit kits within our current municipal street lighting fixtures. The benefit of this energy grant will be the following:

- Projected savings of 70.2 metric tons of CO2
- Avoid future energy and lamp costs of \$239,089
- Estimated MMBTU savings 18,053
- Proposed Energy Savings 1,756,212 (kWh)
- Lower operating fixture wattage from 175 to 38
- Increase longevity of lamp from 2.8 years to 12 – 15 years

The Town has utilized findings/suggestions gleaned from the **B. Dennis Commercial Core Strategic Plan** within the planning process to set the framework for the revitalization of Durham's Commercial Core.

The Town engaged DCI, Inc. in 2010/2011 to complete a comprehensive **Market Study** to identify the potential demand and likely build out for business, industry, student, and non-student residential located in the commercial core of Durham.

Funding was set aside but unutilized for a **part-time economic development director/contractor** in FY 2011.

The Planning Office successfully worked to conduct a series of **model traffic runs illustrating the impact of two way traffic through the existing downtown core** for review and consideration by the Traffic Safety Committee.

The **Pettee Brook Lane** traffic pattern revamped in 2010 was hardened up in 2011 with physical infrastructure to encourage increased pedestrian and bicycle activity and to reduce traffic speed. 21 additional parking spaces were also created to support the downtown core.

The **Madbury Road traffic pattern** between Main Street and Pettee Brook Lane was revamped in 2011, creating an additional 8 parking spaces, to address raceway conditions that were unfriendly to pedestrians/bicycles/school children. This project is still in its pilot phase.

A **comprehensive parking strategy** for the downtown core was developed with the assistance of Rick Chellman, the traffic engineer from the B. Dennis team, which was rolled out in the first quarter of 2011. Automated meters were investigated and the first

three were ordered in the fall 2011 for placement along Pettee Brook Lane with a January 2012 deliverable/installation date.

The town contracted Planner Beth Della Valle, one of the members of the B. Dennis Team, to further develop and move forward “**quick fixes**” to the **Durham Zoning Ordinance** which were included as part of the B. Dennis Commercial Core Strategic Plan for our commercial core. The first of three sets of “quick fixes” are presently before the Planning Board.

To leverage Council goals, **design guidelines/standards** have been incorporated into many of the “quick fixes” noted above and Roger Hawk has been consulting with the Planning Office and Historic District/Heritage Commission to facilitate the development of such guidelines/standards.

Durham engaged UNH Transportation Services with respect to the idea of broadening its campus connector route structure to include more Durham neighborhoods. The Police Department facilitated a meeting in the late-spring/early summer 2010 with potentially affected neighbors who have traditionally not wanted loud buses to come through their neighborhoods (Edgewood, Emerson, and Madbury Roads). In the interest of finding balance and encouraging energy efficiency, and given the fact that the UNH’s new bus fleet is much quieter and less odiferous than in the past, **the Town authorized UNH in summer 2010 to extend the campus connector down Madbury Road and Edgewood Road** to enhance alternative forms of transportation. Public Works also erected two bus shelters, both on Madbury Road. The routes were successful with little concern expressed, however, due to UNH budget reductions, the route expansion was curtailed in the summer of 2011. We remain hopeful that the program can be reinstated if budget issues are resolved on campus.

The University has the largest transit system in the state and is located here in Durham. In 2012 the Town should consider ways to collaborate with UNH to make the west-end campus connector system more efficient, which will likely entail discussion regarding whether the Mast Road Extension gate should be revisited.

We have worked to identify definitive sites and develop a plan for key public facilities to include Public Library, Fire Station, and Town Office so as to strengthen the town’s identity, as well as to meet the present and future needs of the community. Examples include the following:

After much evaluation, **Durham secured the DiMambro Parcel for the future site of the Durham Public Library** during the summer of 2010. An active capital campaign is now under way to raise in excess of \$2.1 million of a \$4.8 million new public library for the community. A bond referendum for up to \$2.7 million will be on the March 2012 election ballot.

The Fire Department held a mini-charette on December 16, 2010 to further refine the idea of a **combined Fire Station/Parking Structure on the UNH C-Lot**. It was ultimately determined in 2011 by the Town that C-Lot would in fact make a desirable stand-alone fire station location, however, UNH will not commit to the site until after its present Master Plan update process concludes in 2012.

Discussion has continued with respect to integrating the **Town Hall site** with the Irving Station next door on Dover Road triggering the need to either relocate the Town Offices or combine them with a new private development on the present site. Possible uses for the Town Office lot include a pharmacy or some other commercial purpose either with or without a municipal presence.

Staff has worked in 2011 to maintain the integrity of Durham neighborhoods through vigilant enforcement of zoning regulations, the exploration and thoughtful evaluation of potential new regulatory strategies (noise ordinance modification & disorderly house ordinance), the development of new desirable opportunities for undergraduate, graduate, and junior faculty housing in appropriately zoned locations to relieve pressure on traditional single family neighborhoods, and through continued collaborative relationships with the University of New Hampshire, the Durham Landlords Association, the Rental Housing Commission, and neighborhood residents. We continued once again in 2011 a mass information campaign to better educate landowners within Durham's central core and Seacoast area realtors concerning zoning regulations in Durham. Staff worked to prosecute (and publicize successful prosecution of) more egregious cases of non-compliance with local zoning. The Durham Police Department has been vigilant in consistent enforcement of noise and open container ordinances. The Code Enforcement Office has stepped up enforcement of trash regulation offenses.

Durham worked with the NH State Legislature, New Futures, and UNH to ensure a local "opt out" provision in new statutory language in 2011 dealing with **"Happy Hour" billboard advertising**, and later the Council passed a resolution "opting out" to preserve quality of life within neighborhoods surrounding the downtown core.

Consistent with Council goals, the Town also worked to develop and adopt **affordable housing** provisions for Durham's Zoning Ordinance to ensure the community was in compliance with new state requirements. The Planning Office was able to secure grant funding to offset the cost of this initiative. To effort was also intended to support the needs of residents and families with limited means desirous of residing in Durham.

The Planning Board/Planning Office has been active in revisiting the long-term vision for Durham through the **update of the 2000 Master Plan** with emphasis in 2011/2012 on integrating six chapters to include Downtown and Community Core Chapter, Professional Office Chapter, Environmental and Cultural Resources Chapter, Tax Stabilization Chapter, Land Development Regulations Chapter, and Energy Chapter. The process has been slow moving, though, which has been a source of frustration for me and for others.

Durham continues to explore **cooperative efforts with UNH** to enhance the intellectual, cultural, and potential future economic benefits of being a university town. At the Town's request, the University moved forward with a downtown site for its **UNH Business School**, which is now under construction. The University has indicated an interest in a new **Performing Arts Center** and desires a location proximate to the downtown area as a potential venue in concert with the desire of the Town. Once again, I authorized extending the leases for the **Store 24 and Strafford Avenue parking lots** for additional one-year terms. The goal is to integrate these leases into broader plans for the downtown area.

The Town and University, through the joint Water, Wastewater, and Stormwater Committee, continue to address a multitude of items to include taking all reasonable steps to preserve the **Town's water interests** as well as our natural resources within the Lamprey River watershed, and focusing tremendous attention in 2011 on **Great Bay Estuary nitrogen regulations** promulgated by the US EPA. Work is also being undertaken on ensuring our **water and wastewater tie in fees** for new development are reasonable to both enhance this revenue source thereby ensuring equity for existing rate payers, but not making it prohibitive for new development to take place.

It is helpful to note that staff in 2010 moved forward solutions which have substantively addressed the **wastewater bottleneck issue at the west end** in the vicinity of Cowell Stadium and the railroad tracks for the short-term with long-term solutions if necessary. These improvements make possible further economic development activity to the west. This directly benefitted the Capstone project in 2011 allowing it to come to fruition.

The Town hopes to have further discussions with the University with regard to the **Leewood Orchard** site for graduate students and junior UNH faculty. However, this initiative is on hold until the present UNH Master Plan update is complete.

In addition to the success we have seen within our various recreational programs, the **Durham Historical Building has, as hoped, become a hub for recreational activity** following our moving the Durham Parks and Recreation office as well as the Oyster River Youth Association office to that location. These enhancements have put recreation on the map in Durham in terms of a definitive physical location as well as space for indoor programming to take place. The Parks & Recreation Committee has previously provided the Council with statistics on programs provided and numbers of citizens served in 2011.

Last year, the Town negotiated and extended its contract for **solid waste trash disposal** by an additional 5-year period with Waste Management (with an additional 5-year option) maintaining its present competitive pricing and adding #3-#7 plastic recycling to the mix of allowable recyclables in Durham effective January 1, 2011 *and* the potential for single stream recycling in the future. Additionally, in 2011 the Town put

out its curbside collection program for bid and was pleased to learn that **Durham's in-house operation is actually \$55,000 less expensive than contracting out.**

The Town has **engaged the Oyster River Cooperative School District** to be more open and transparent in communication and sustainability in financial and environmental matters. Much community focus exists surrounding the school district at this time. A superintendent search is presently under way and Durham community representatives participated in the fall 2011 focus group process held by the School Board.

The Durham **Fire Department celebrated its 100th anniversary** in 2011 with several opportunities for residents to participate in the festivities.

In 2011, Durham celebrated the **10 year anniversary of Amtrak Downeaster** rail service from Portland to Boston with stops in Durham, Dover, and Exeter, and successfully engaged with state and Federal officials when the US Congress was considering budget cuts that would have placed NH train service in jeopardy.

The **Durham Police Department was successful in 2011 in obtaining reaccreditation** through the Commission on Accreditation for Law Enforcement Agencies (CALEA). This was a major accomplishment for the department and the community.

The **Morgan Way project** was completed by the Department of Public Works under a State of New Hampshire Municipally Managed Highway Grant program in 2011 with much applause and fanfare from affected local residents who have for many years advocated for the Route 4 safety improvements.

Public Works completed the **culvert replacement project under the Depot Road Parking Lot** (a Federally designated contaminated Brownfields site) in 2011 utilizing \$200,000 in Federal grant funding competitively pursued by DPW.

As a management philosophy, I have advocated funding for the various agencies of the Town in a manner so as to provide the minimum staffing needed utilizing hard working, competent personnel to accomplish the ongoing business of the town. Projects that transcend the routine and are beyond our static organizational capacity are contracted out or absorbed based upon internal capability where such resources exist.

This approach is metaphorically a two-edged sword: when projects move ahead as planned, the Town is successful in controlling cost centers and in producing quality results; when complications occur or new/unplanned demands are added to the mix, staff is forced to prioritize in order to complete essential tasks resulting in extended completion timeframes for less essential projects or for projects with longer time horizons.

Cases in point were the three extended power outages during 2011. Those unanticipated multi-day events had the effect of bogging down each of our public safety departments from planned tasks in order to meet the pressing needs of the emergency creating work backlogs stretching all the way to my desk. In the end, however, staff got the job done and actively pursued FEMA funding to maximize reimbursement opportunities.

It is easy for members of the community to lose track of the breadth and extent of projects underway at a given time in Durham. To give Councilors a sense of various initiatives underway in terms of **ongoing municipal infrastructure projects** and planning for the efficient use of Durham's resources, the following partial list may be informative. This list is also reflective of areas in which significant time has been devoted over the last year by town staff.

1. 2011 and 2012 Road Program
2. Oyster River Dam – Engineering
3. Depot Road advertising panels to promote downtown, address graffiti, and connect Durham/UNH
4. Inflow/Infiltration (Sewer)
5. Sewer Collection Upgrades
6. Wagon Hill Community Garden
7. Jackson's Landing Boat Ramp Extension
8. Church Hill Rink operation that has been profitable
9. Police Station Major Repairs/Rehabilitation, Front Steps, Ramp
10. FEMA Flood Applications for Route 108/Hamel Brook, Bennett Road, Longmarsh Road.
11. Successful Household Hazardous Waste Day
12. Aeration Blower Replacements & Improvements to Wastewater Treatment Process
13. 401 Water Quality Certificate Management & Flow Monitoring
14. Lamprey River Protected Instream Flow Study
15. Wastewater System Facilities Plan Update
16. Wastewater Dewatering System & Sludge Disposal Improvements
17. New Stormwater Requirement Implications
18. Engineering of the Pump Test and Artificial Recharge System at the Spruce Hole Well Site
19. Rehabilitation of the Dover Road Wastewater Pump Station
20. Complete the Wiswall Dam/Denial Fish Ladder rehabilitation
21. Implement additional speed tables to calm traffic with town funds and with the award of a Safe Routes to School Grant from the New Hampshire Department of Transportation
22. Complete new water, wastewater, and storm water ordinances
23. Complete engineering/construction of sewer collection system repairs in the Edgewood Road/Davis Avenue area
24. Complete repairs to the Thompson Lane drainage system

25. Complete structural repairs at the Smith Chapel on Mill Pond Road
26. Complete a traffic calming renovation project along the Pettee Brook Lane corridor
27. Conduct engineering analysis of the Main Street Railroad Bridge

I believe my overall performance as Administrator has been a B+ for 2011. I have channeled tremendous energy (as have members of our staff, committee members, and Councilors) toward moving forward the Council goals for 2011/2012 as well as in ensuring that the daily operations of the Town occur seamlessly so that Councilors can focus on broader policy issues -- only to have had much of the effort diluted as a result of the prevailing economic conditions -- yet progress on many fronts has occurred. As we know, effort does not necessarily equate to success. It remains my belief that this good work will pay off in the form of desirable new development and the broadening of Durham's tax base as well as increased environmental and energy sustainability opportunities per Council goals as individual projects come on line in the coming years. An area that requires addition attention in 2012, however, will be our overall planning capacity. To this end, I shall be working to leverage improvements in the coming months.

The weekly "**Friday Updates**" have proven successful in keeping Councilors aware of breaking issues as well as progress updates on a weekly basis while also filling a longstanding community void in keeping residents informed of topics of local or regional interest and allowing residents to become engaged in issues of concern. To this end, the "Friday Updates" have become a valued community resource for Durham.

Durham is **an extremely vibrant community** characterized by rich and active community engagement and discussion on nearly every subject. While in many towns and cities, projects are supported simply because the "chief," "director," or "administrator" in their professional opinion believe something to be prudent, in Durham, nearly all proposals -- large or small - result in an extended discussion requiring staff and Councilors alike to not only justify logic, but also for them to explain why other ideas/approaches are not more worthy of support. This kind of intensive process takes time, resources, patience, and an appreciation for civic engagement to navigate successfully. Consequently, projects typically take much longer to move to fruition in Durham than in other places. I believe my skill sets continue to be well-suited for Durham's setting and am of the belief that had I not been part of the Durham landscape over the last eleven years, many of the meaningful initiatives the Council has been successful in implementing would not have moved to fruition. In addition, I consider myself very fortunate to have the opportunity to work and live here.

This year end wrap up for 2011 and self-assessment concludes with my **acknowledging the efforts and accomplishments of the staff in each of Durham's departments as well as our various board members.** I sincerely appreciate all that they do on behalf of the community. I am but one part of a much larger team that extends

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from staff to citizen board members to outstanding volunteers. Good work one and all on a successful year.

COPY

Employment Agreement – Town Administrator

AGREEMENT made this 21st day of February, 2011, between The Town of Durham, a municipal Town located in the County of Strafford and the State of New Hampshire, (hereinafter “Town”)

and Todd I. Selig of Durham, New Hampshire (hereinafter “Selig”).

WHEREAS, Selig and the Town desire to set forth in writing their Contract with respect to Selig’s employment by the Town as its Town Administrator;

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. **Employment.** The Town hereby employs Selig as its Town Administrator, and Selig hereby accepts such employment, upon the terms and conditions set forth in this Agreement.
2. **Duties and Authority.**
 - A. Selig will hold the position of Town Administrator.
 - B. As Town Administrator, Selig will have the powers granted to that position by the Charter and Administrative Code of the Town and pertinent State statutes, subject to the control of the Town Council to the extent permitted by the Charter and statute. He shall have general supervision, direction and control over the business and affairs of the Town and its employees. Selig will be primarily responsible in addition to his Statutory and Charter duties, for carrying out all orders and resolutions of the Town Council and such duties as may from time to time be assigned to Selig by the Town Council.
 - C. Selig agrees to devote his full time, attention and best efforts to the performance of his responsibilities as Town Administrator.
 - D. Selig shall not, during the term of this Agreement, directly or indirectly engage in any business, either as an employee, corporation, consultant, principal, corporate officer, or in any other capacity, whether or not compensated, without the prior written consent of the Town.
 - E. Notwithstanding anything to the contrary contained in paragraph 2.D above, Selig may engage in teaching in an adjunct position, writing or consulting during his normal time off provided that he first inform the Town of his activities and provided, further, that those activities do not unreasonably interfere with his duties and responsibilities to the Town.

- F. It is recognized that Selig must devote a great deal of time outside the normal office hours on business for the Town, and to that end Selig shall be allowed to establish an appropriate work schedule.
3. **Term of Employment.** The term of employment shall be for a period of three (3) years (except as it may be modified as explained herein) commencing on January 01, 2011 and ending December 31, 2013.
 4. **Compensation.**
 - A. Selig shall receive compensation during the term of this Agreement as follows: A base annual salary of \$110,000.00.
 5. **Medical and Group Insurance.** The Town agrees to provide Selig with all of the benefits offered to non union employees in the Town's Personnel Plan including participation in the Town group medical, hospital and dental plan(s) of the Town, as well as all other insurance plans which the Town offers to its employees on the same terms and conditions as that of the Town's other non-unionized employees. Selig shall have the option to select a more expensive plan, to include BC/BS Comp 100, if he bears the additional cost of that plan.
 6. **Vacation.** Selig shall be entitled to twenty-one (21) days of paid vacation during each year of employment; the time for the vacation shall be mutually agreed upon by Selig and the Town Council. If vacation is not taken Selig shall be reimbursed at his base salary rate for time not taken.
 7. **Automobile.**
 - A. The Town shall provide to Selig, during the term of his employment, the use of a Town automobile of Selig's choice, for business use, to be selected from the Town's inventory. The Town shall pay all automobile operating expenses incurred by Selig in the performance of Selig's business duties. In the event that Selig utilizes his personal automobile for Town business, he shall be reimbursed for the mileage at the then prevailing Internal Revenue Service reimbursement rate.
 - B. The Town shall provide to Selig, during the term of his employment, an annual stipend in the amount of \$5,000.00 in lieu of unlimited personal use of a Town vehicle.
 8. **Dues and Subscriptions.** The Town shall budget and pay the dues, expenses and subscriptions of Selig for his continuation and participation in local, city, county, state, national, and international associations that he deems prudent and fiscally responsible for his continued effective management of the Town.

9. **Professional Development.** The Town shall budget and pay for the registration, travel and subsistence expenses of Selig to attend the annual conferences of the New Hampshire Municipal Association and the International City/County Management Association, and such other conferences, short courses, and seminars that Selig deems prudent and fiscally responsible for his professional development and for the continued, effective management of the Town. The Town recognizes that Selig is a Board member of the New Hampshire Center for Public Policy Studies and PRIMEX (New Hampshire Risk Management Exchange), and the Town encourages those activities and other similar activities as part of Selig's professional development.

In addition, during the term of this contract the Town shall support up to \$5,000.00 in tuition for Selig's attendance with pay at a specialized advanced training course such as those offered at the Harvard Kennedy School of Government or an equivalent experience that Selig deems prudent and fiscally responsible for his professional development and for the continued, effective management of the Town.

10. **Expense Reimbursement.** Selig shall be entitled to reimbursement for all reasonable expenses, including travel and entertainment, incurred by him in the performance of his duties. Selig shall maintain records and written receipts and shall submit vouchers for expenses for which reimbursement is made.
11. **General Expenses.** The Town recognizes that certain expenses of a personal nature are or may be incurred by Selig in the performance of his business duties, and the Town agrees that it shall reimburse Selig for all such reasonable expenses upon receipt of expense vouchers, receipts, statements or personal affidavits detailing the expenses related to the performance of Selig's business duties.
12. **Permanent Disability.** In the event Selig becomes permanently disabled (herein defined as a disability which substantially impairs or limits Selig from performing the essential duties of his position) as determined by a licensed physician mutually agreed upon by the Town and Selig, or if Selig is otherwise unable to perform his duties because of sickness, accident or injury for a period of six (6) months, the Town may terminate this Agreement subject to the provisions of paragraph 14D.
13. **Death.** In the event that Selig dies during the term of this Agreement, this Agreement shall immediately terminate.

14. **Termination.**

- A. **By the Town with Cause.** This Agreement may be terminated by the Town for cause, in accord with the provisions of Section 4.3 of the Town Charter, if Selig willfully breaches or habitually neglects the duties to be performed under Paragraph 2 of this Agreement; engages in dishonest conduct; or for the conviction of any crime for which the punishment involves incarceration.
- B. In the event Selig's employment is terminated pursuant to subparagraph A, Selig shall be entitled to his base salary compensation earned prior to the date of termination (minus all appropriate federal, state and authorized withholdings), as provided for in Paragraph 4 of this Agreement, computed pro rata up to and including the date of termination, as well as any other benefits to which he may be entitled as a matter of law.
- C. **By Selig.** This Agreement may be terminated by Selig, without cause, by giving five (5) months' notice to the Town.
- D. **By the Town without Cause.** In the event that this Agreement is terminated by the Town for reasons other than those outlined in subparagraph A above, the Town shall be responsible for the payment to Selig of one (1) full year's base salary (minus all appropriate federal, state and authorized withholdings) plus all benefits (or their monetary equivalent) accrued during that one (1) year period regardless of the length of the remaining term of this Agreement.

15. **Renewal.** The parties contemplate that they will want to renegotiate, extend or modify the length of this Agreement for so long as the relationship is mutually satisfactory. Notwithstanding anything contained herein, the parties may mutually agree to modify any or all provisions of this Agreement at any time for so long as those modifications are in writing and signed by the authorized parties.

16. **Renewal Negotiations.** If either the Town or Selig wishes to renew this Agreement at the conclusion of its original three (3) year term, that party shall notify the other of such intent no later than December 31, 2012. In the event that the parties have not successfully concluded their negotiations by March 1, 2013, subsection 14C shall not apply and Selig shall be free to seek and obtain employment elsewhere at any time, even during the remaining term of this Agreement.

17. **Performance Evaluation.**

A. Commencing in April of 2011, and each succeeding April thereafter, the Town Council and Selig shall mutually establish goals and objectives which they deem necessary and appropriate for the proper management of the Town during the succeeding twelve (12) months. Such goals and objectives shall be committed to writing and formally adopted by the Town Council. The funds necessary for the attainment of those goals and objectives shall be included in the annual budget for the same time period.

B. Commencing in January 2012, and for each January thereafter, the Town Council shall review/evaluate Selig's performance in accord with the criteria provided to Selig by the Town the preceding April. The Town Council shall provide Selig with a written summary of this Annual Performance Evaluation and shall provide Selig with an opportunity to discuss this evaluation with the Town Council.

18. **Indemnification.** The Town agrees to include Selig under its general insurance coverage and further agrees that it shall indemnify and hold Selig harmless for any liability related to, or arising out of, his position as Town Administrator in accord with the provisions of New Hampshire R.S.A. 31:105.

19. **Residency.** In accord with the provisions of the Town Charter, Selig agrees to live within the corporate limits of the Town for so long as he serves as its Town Administrator.

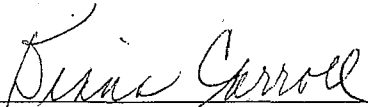
20. **Supplemental Retirement Plan.** In addition to the base annual salary paid by the Town to Selig, for every two (\$2) dollars contributed by Selig into a Section 457 deferred compensation plan, the Town shall pay one (\$1) dollar on Selig's behalf. The sum of the total contribution by Selig and the Town shall not exceed the maximum dollar amount permissible under Federal law.

21. **Notices.** Any notice provided for in this Agreement shall be given in writing. Notices shall be effective from the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the parties at their respective addresses or to such other address as either party may later specify by notice to the other.

22. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought.
23. **Waiver.** The waiver by the Town of a breach of any of the provisions of this Agreement by Selig shall not be construed as a waiver of any subsequent breach by Selig.
24. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire. The Strafford County Superior Court shall be proper venue for any litigation arising out of this Agreement.
25. **Paragraph Headings.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.
26. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 21st day of February, 2011.

THE TOWN OF DURHAM:

By: 
Diana Carroll, Chairman
Duly Authorized

TOWN ADMINISTRATOR:


Todd I. Selig