



TOWN OF DURHAM

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Durham, NH 03824
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www.ci.durham.nh.us

6:00 PM

IAW RSA 91-A:2 I (b): Consultation with legal counsel regarding property tax abatement for PREFCO XXV, Limited Partnership, Goss International Americas, LLC as lessees and regarding Sigma Beta Alumni Association

Note: The above meeting is not open to the public

NOTICE: Although members of the Town Council will be meeting in the Council chambers, the Council meetings are still available for members of the public to participate via Zoom or in-person.

AGENDA

DURHAM TOWN COUNCIL
MONDAY, FEBRUARY 21, 2022
DURHAM TOWN HALL – COUNCIL CHAMBERS
7:00 PM

NOTE: The Town of Durham requires 48 hours notice if special communication aids are needed.

- I. Call to Order
- II. Town Council grants permission for fewer than a majority of Councilors to participate remotely
- III. Roll Call of Members. Those members participating remotely state why it is not reasonably practical for them to attend the meeting in person
- IV. Approval of Agenda
- V. Special Announcements – None
- VI. Public Comments (*) – **Please state your name and address before speaking**
- VII. Approval of Minutes
- VIII. Councilor and Town Administrator Roundtable
- VIX. Report from the UNH Student Senate External Affairs Chair or Designee
- X. **Unanimous Consent Agenda** (Requires unanimous approval. Individual items may be removed by any councilor for separate discussion and vote)
 - A. Shall the Town Council ratify the Collective Bargaining Unit Agreement between the Town of Durham and the Durham Police Officers Association (DPOA) for the period January 1, 2022 to December 31, 2024 and authorize the Administrator to sign said contract?

- B. **AMENDING RESOLUTION #2020-17** Creating a Durham Historic Buildings Restoration and Preservation Trust to change the name of the trust to the Durham Historical and Cultural Resource Trust (DHCRT), and to change the purpose of the trust by adding language making the purpose more explicit
 - C. Shall the Town Council, upon recommendation of the Assessor and the Administrator, approve a FY 2021 property tax abatement for Geoffrey D. Lombard & Jane Miller, 48 Edgewood Road, in the amount of \$101.00 and for FY 2021 property tax abatements at the local level or for outstanding appeals before the Board of Tax and Land Appeals (BTLA) or NH Superior Court totaling \$119,932.29 relating to PREFCO and Sigma Beta Alumni Association?
- XI. Committee Appointments**
- A. Shall the Town Council appoint Emily Friedrichs, 18 Garden Lane, to fill an unexpired alternate member term on the Durham Planning Board?
 - B. Shall the Town Council, upon recommendation of the Administrator, appoint Al Howland as an additional citizen at-Large member to the Housing Task Force and appoint Councilor Sally Tobias to replace him as the Council representative?
- XII. Presentation Items**
- A. End of Year Financial Report through December 31, 2021 – Gail Jablonski, Business Manager
 - B. UNH Moore Fields – Dr. Anton Bekkerman, UNH Associate Dean COLSA-Director NHAES and Theresa Walker, Chair, Agricultural Commission
- XIII. Unfinished Business**
- A. **PUBLIC HEARING AND ACTION ON ORDINANCE #2022-01** amending Chapter 153 “Vehicles and Traffic”, Section 153-30 “Business Permit Parking Areas” of the Durham Town Code to add the 66 Main Street Parking Lot and updating information where needed within the section
 - B. **PUBLIC HEARING AND ACTION** for Town of Durham to accept, upon recommendation of the Durham Conservation Commission and Administrator, ownership of the approximately 36.16-acre Pike conservation property (Map 14, Lot 10-2) subject to a conservation easement held by SELT, and authorize the Administrator to execute a Purchase and Sale Agreement and take steps necessary to bring the transaction to closure
- XIV. New Business**
Other Business
- XV. Nonpublic Session (if required)**
- XVI. Extended Councilor and Town Administrator Roundtable (if required)**
- XVII. Adjourn (NLT 10:30 PM)**

(*) *The public comment portion of the Council meeting is to allow members of the public to address matters of public concern regarding town government for up to 5 minutes. Obscene, violent, disruptive, disorderly comments, or those likely to induce violence, disruption or disorder are not permitted and will not be tolerated. Complaints regarding Town staff should be directed to the Administrator.*



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AGENDA ITEM:

10A

DATE: **February 21, 2022**

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, RATIFY THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DURHAM AND THE DURHAM POLICE ASSOCIATION (DPOA) FOR THE PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024 AND AUTHORIZE THE ADMINISTRATOR TO SIGN SAID CONTRACT?

CC PREPARED BY: Todd I. Selig, Administrator
Gail E. Jablonski, Business Manager

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

The Town began the contract negotiation process in November of 2021 with the Durham Professional Police Association (DPOA) representing the 13 Patrol Officers and 5 Sergeants covered by the DPOA contract.

The Town's bargaining team comprised of the Town's Labor Attorney, the Business Manager, the Police Chief/Deputy Police Chief, and the Administrator, evaluated the State of New Hampshire economy, Durham's budget priorities/limitations, specific Durham Police Department goals, and the state of labor negotiations within other New Hampshire political subdivisions.

As part of the ratification process for Collective Bargaining Agreements with the form of government in the Town of Durham, the Administrator has the authority to agree to policy and working condition issues within the Agreement. The Town Council, however, must approve money items. The money items are included in the attached tentative agreement.

The bargaining team believes this Collective Bargaining Agreement will bring Durham's Police Officers and Sergeants up to a competitive position with respect to other communities in terms of pay and benefits. The DPOA Collective Bargaining Agreement sends a two-pronged message. First, that the Town values its employees

and is willing to offer competitive pay and benefits for quality work performed. Second, that the Town values keeping the municipal budget in check for the local Durham taxpayer.

The DPOA unit ratified the Agreement by a vote of its membership on February 16, 2022.

A summary of the changes to the Collective Bargaining Agreement with cost impacts are outlined below in red:

18.3 Sick Leave Incentive

For each employee working six (6) consecutive months with one (1) shift or less of sick leave taken during the months of January to June and July to December, that employee shall receive a bonus in an amount equivalent to the employee's rate of pay for eight (8) hours **or ten (10) hours depending on the shift worked** by the end of January and the end of July. In the alternative, that employee may elect to use the eight (8) **or ten (10)** hours as a personal day.

25.1 The Town agrees to provide each employee with uniform replacement items as required up to **Three Hundred and Fifty (\$350.00) Seven Hundred (\$700)** Dollars per year, paid to the supplier.

27.1 Salary

The following changes will be made to the wage scales (Appendix) for Sergeants and Patrol Officers effective January 1, 2022:

- 2% COLA plus 1% Market Adjustment
- Probationary Step is eliminated
- Patrol Steps 1-4, 6-9, 11-12 reflect a 1.5% increase
- Patrol Steps 5 and 10 reflect a 4% increase
- Sergeant Step 1 is 6% above Step 12 of Patrol
- Sergeant Steps 7-10 are eliminated
- All steps increases shall occur once per year on January 1st (anniversary date steps are eliminated)
- Probationary employees stay on Step 1 until completion of one year when they are moved to Step 2. Step increases will then be effective January 1st.

Effective January 1, 2023 the salary schedules will be adjusted with a 2% COLA and a 1% Market Adjustment.

Effective January 1, 2024 the salary schedules will be adjusted with a 2% COLA.

Also attached is the Proposed Agreement with the DPOA with changes noted dated January 1, 2022 to December 31, 2024 for the Council's information.

The Town's Labor Attorney, Joseph McKittrick, will meet with Councilors on Monday evening at 6:00 PM to provide more information and answer any questions with regard to this contract. The Town's bargaining team and the Administrator recommend that the Council ratify the agreement at Monday night's Council meeting.

LEGAL AUTHORITY:

RSA 273-A "Public Employee Labor Relations"

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The Collective Bargaining Agreement will have the following yearly financial impact upon the Town of Durham based on current employees. Changes in these amounts may occur due to personnel turnover.

	2022	2023	2024
Salary and Benefit Increases	\$ 92,000	\$ 59,000	\$ 32,000
Uniform Allowance	\$ 6,300	\$ 6,300	\$ 6,300
TOTAL ESTIMATED COST IMPACT	\$ 98,300	\$ 65,300	\$ 38,300

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, ratify the Collective Bargaining Agreement between the Town of Durham and the Durham Police Officers Association (DPOA) for the period January 1, 2022 through December 31, 2024.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DURHAM POLICE OFFICERS' UNION

***NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL #21***

AND

TOWN OF DURHAM

January 1, 2022 to December 31, 2024

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PREAMBLE

This Agreement is made and entered into between the Town of Durham, New Hampshire, a municipal corporation hereinafter referred to as the “TOWN” and the Durham Police Officers’ Union, New England Police Benevolent Association, Local #21, hereinafter referred to as the “UNION” and collectively referred to as the “PARTIES”. It is the intent and purpose of this Agreement to set forth terms and conditions of employment and to provide an orderly and peaceful method of resolving grievances in accordance with the provisions of RSA 273-A and other applicable laws.

ARTICLE 1 **RECOGNITION**

1.1 Wherever used in this Agreement, the word “EMPLOYEE” shall refer only to a person or persons actively and regularly engaged in the Department’s work and enrolled on the regular payroll of the Department, and whose position is included in the Bargaining Unit as defined by the Public Employee Labor Relations Board.

A newly hired employee will be on a probationary status for a period of one (1) year of continuous employment or for six (6) months after acquiring certification from the New Hampshire Police Standards and Training Council which qualifies him/her to be a full-time police officer, whichever is later. This status shall be extended until an opportunity has been afforded the probationer to acquire said certification from the Police Academy.

Wherever used in this Agreement, the word “DEPARTMENT” shall mean the Durham Police Department.

1.2 The Town recognizes the right of the Union to represent all regular full-time Police Department employees whose positions are included in the Bargaining Unit by the Public Employee Labor Relations Board, regarding matters related to the terms and conditions of employment, without challenge during the term of this Agreement, subject to the provisions set forth in RSA 273-A.

ARTICLE 2
NON-DISCRIMINATION

2.1 The Town will not discriminate in the hiring or the terms and conditions of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required by this Agreement on behalf of the members of this Union, for the purposes of encouraging or discouraging membership in any employee organization.

2.2 The Union recognizes its responsibilities as the exclusive bargaining unit and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

2.3 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, or political affiliation. The Union shall share equally with the Town the responsibility for applying these provisions of the Agreement.

2.4 The Town and the Union agree to abide by the provisions of RSA 273-A:5, which enumerates unfair labor practices.

ARTICLE 3
UNION RIGHTS

3.1 The Union, or a committee of the Union, shall be allowed to use meeting facilities of the Town for meetings when such facilities are available and such meetings would not conflict with the business of the Department, or other units of Town government. Employees attending such meetings shall be off-duty, or on their lunch hour. Notice of such meetings shall be given to the Chief of Police or the Town Administrator of the Town of Durham within a reasonable period of time before such meetings are to be held.

3.2 The Town shall provide reasonable space on the Police Department bulletin boards for the exclusive use of the Union in communicating with the employees in the Bargaining Unit. Any notices posted on the bulletin boards shall be signed by the Union President or another officer of the Union.

3.3 Staff representatives of the Union shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Such visitations shall be with the prior approval of the Chief of Police or his/her designee. For the purposes of this section, work areas shall be defined as the Police Station unless other areas are also designated and authorized by the Chief of Police.

ARTICLE 4
UNION REPRESENTATION

4.1 The Town shall recognize the Unit Employee Representative (UER) duly authorized by the Union. The function(s) of the UER shall be as expressly prescribed by the terms of this Agreement. The Union shall provide the Town with a notice designating the UER and keep such notice current.

4.2 The Police Chief shall authorize a reasonable amount of time, if necessary, during work hours without loss of time or pay to permit the Unit Employee Representative to investigate, process and settle grievances. The UER shall, prior to taking such time off, notify the Chief of Police or his/her designee.

4.3 The Town agrees when possible to authorize one (1) day off in any calendar year, without loss of time or pay, for the Unit Employee Representative to attend Union training programs. The Union shall notify the Town no less than twenty (20) days in advance of such proposed training programs.

4.4 The members of the Union's bargaining committee who are scheduled to work a tour of duty during negotiations shall be granted time off without loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of an Agreement. The Union's bargaining committee shall consist of no more than two (2) employees.

4.5 Any leave or time off provided for in this Article may be refused or withheld if such leave or time off will interfere with the normal and orderly operation of the Police Department. It is expressly understood and agreed that such refusal or withholding of leave or time off shall be reasonable and not arbitrary.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Except as otherwise limited by an express provision of this Agreement, the Town shall continue to have the right to exercise complete control and discretion over its organization and technology, including, but not limited to, the determination of the standards of service to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the creation and abolition of jobs; the determination of the content of job classifications and ratings; the appointment, promotion, assignments, direction and transfer of personnel; the suspension, demotion, discharge, or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for any other legitimate reasons; the establishment and altering of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. All of the rights, responsibilities and prerogatives that are inherent in the Town by virtue of statutory provisions unless specifically waived by the Town in this Agreement shall remain in full force and effect.

Delivery of services to the public in the most efficient, effective and productive manner is of paramount importance to the Town and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their respective responsibilities.

5.2 It is acknowledged that during the negotiations, which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the Parties, and the Union agrees that the Town shall not be obligated to any additional collective bargaining.

5.3 Any prior terms, conditions, and benefits of employment relating to employees in this Bargaining Unit which conflict with or are not specifically included in the terms and conditions of this Agreement shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

5.4 Neat and trim facial hair to include both mustache and chin hair such as goatees may be worn at the sole and absolute discretion of the Chief of Police.

ARTICLE 6
NO STRIKES

6.1 Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown, or withholding of services of employees.

6.2 The Union shall exert its best efforts to prevent any violation of Section 6.1 of this Article, and if such action does occur, it shall exert its best efforts to terminate it.

6.3 The Town agrees to abide by RSA 273-A:5I (f), and any other provision of law pertaining to unfair labor practices.

ARTICLE 7
DUES CHECKOFF

The Town agrees to deduct the Union dues from all employees who are covered by this Agreement and who are Union members and to send said dues along with a statement of who has paid dues and the pay period(s) involved to:

New England Police Benevolent Association
Attn: Treasurer
440 Middlesex Road, #220 7 Technology Drive – Second Floor
Tyngsboro, MA 01879 No. Chelmsford, MA 01824

The Union will keep the Town informed of the correct name and address of its Treasurer. This deduction of dues shall be made on a bi-weekly basis and a check in the total authorized amount shall be sent monthly to the Union Treasurer.

If any employee has no check coming to him/her, or if the check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues.

No deductions of dues will be made by the Town unless an authorization card, indicating the amount and signed by the employee, shall have been filed with the Town.

The Union shall notify the Town one (1) month prior to any change in the amount of dues to be deducted.

ARTICLE 8
SENIORITY / LONGEVITY

8.1 Seniority shall mean the length of continuous service within the Durham Police Department as a regular employee computed by time spent on the payroll plus approved absences, including educational, military and sick leave.

8.2 The Police Department shall establish a seniority list and it shall be posted on January first of each year on the Police Department bulletin board, and a copy submitted to the Union. Any objections to the list as posted shall be reported within ten (10) days of said posting, or it shall stand approved.

8.3 Deletions and additions to the seniority list shall be made by the Chief of Police as they occur.

ARTICLE 9
DISCIPLINARY ACTIONS

9.1 The parties jointly recognize the deterrent value of disciplinary action.

Accordingly, the Town will:

- A.** Act promptly to discipline within a reasonable time of the offense; and
- B.** Apply discipline with a view toward uniformity and consistency; and
- C.** Impose a procedure of progressive discipline, in increasing order of severity.
 - 1.** Oral reprimand;
 - 2.** Written reprimand;
 - 3.** Suspension with pay;
 - 4.** Demotion; and
 - 5.** Dismissal.

The Parties agree that there are appropriate cases that may warrant the Town bypassing progressive discipline or applying discipline in differing degrees so long as it is imposing discipline for just cause.

9.2 In all cases, the Town may dismiss an employee for just cause. Written notice of dismissal must be given to the employee within three (3) working days of verbal notification. In the dismissal notice, the Town shall state the reason(s) for dismissal and inform the employee of his/her right to appeal the dismissal.

9.3 No disciplinary action shall be used in any subsequent disciplinary proceeding or merged in any subsequent evaluation unless it has been placed in an employee's personnel file.

ARTICLE 10
DISCIPLINARY PROCEDURES

10.1 It is the intention of the Parties that both the Union and the Town be kept informed about matters having a substantial effect upon the conditions of employment in the Bargaining Unit. To accomplish this objective, the Parties agree that:

- A.** The Union or its President shall be given a two (2) week advance notice of any non-disciplinary layoff or demotion affecting the Bargaining Unit or members thereof.
- B.** A superior officer may issue an oral reprimand for minor infractions. At the Chiefs discretion, a record of the same may be entered in an individual's personnel file. If the oral reprimand is recorded in the member's personnel file, the member will be given the opportunity to file a written response with the reprimand.
- C.** Any employee who is formally charged within an alleged violation of the rules of the Police Department, which may result in other than oral reprimand, will be entitled to a Departmental hearing. Employees will be allowed to have a Unit Employee Representative observe but not participate in such Hearings.
- D.** Any employee in the Bargaining Unit receiving a letter of dismissal, demotion, reduction in base pay, suspension or reprimand shall be advised in writing that he/she is entitled to Union representation in an appeal Hearing before the Town Administrator, which will be conducted in two (2) separate parts:
 - 1.** The determination of just cause for such disciplinary action; and
 - 2.** The determination of the appropriateness of the penalty.
- E.** Employee dismissals and dismissal appeals shall be consistent with this agreement, statute(s) and regulations created pursuant to such statute(s).
- F.** All unit employees shall be allowed to inspect their personnel files during normal working hours. Normal working hours, for this section, will be Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.

Such inspection shall be made subject to prior arrangement with the Employer. Every employee shall be informed as to the existence and location of all official personnel files and have access to theirs.

An employee may receive a copy of documents contained in his/her personnel file at the current reproduction cost of the Town as determined by the Town.

10.2 Every employee who is instructed to appear for a Departmental Hearing regarding an alleged violation of the rules of the Police Department, which may result in disciplinary action, shall be so advised in advance.

10.3 Except as expressly limited by a provision or provisions of this Agreement, the Town of Durham shall continue to exercise its right to establish, alter, and carry out disciplinary procedures. The Town shall furnish a copy of the rules of the Police Department to each employee.

ARTICLE 11

GRIEVANCE PROCEDURES

11.1 The purpose of this procedure is to produce proper and equitable solutions of Grievances. All Grievances will be handled as provided in this Section.

The Parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any Grievance to his employer, without representation of the Union, providing that this action is not inconsistent with the terms of this Agreement. Those Grievances reduced to writing and resolved without Union representation shall be documented and forwarded to the Union within ten (10) working days.

11.2 The following definitions shall apply for the purposes of this Agreement:

- A.** GRIEVANCE shall mean a complaint by an employee that, as to such employee, the Town has interpreted and applied the Agreement in violation of a specific provision thereof.
- B.** AN AGGRIEVED EMPLOYEE shall mean the employee making the complaint.
- C.** For purposes of this Article, “WORKING DAYS” shall mean Monday through Friday, exclusive of legal holidays.

11.3 A matter which is not specifically covered by the Agreement or which is reserved either by this Agreement or by common or statutory law to the employer is not subject to the arbitration procedure set forth in Article 12. Only Grievances, as defined above and/or not prohibited by this Agreement, may be arbitrated under the provisions of Article 12.

11.4 Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each Level shall be considered as maximum.

The time limits specified may be extended only by prior written mutual agreement.

11.5 The processing of Grievances shall be undertaken in accordance with the following procedures:

- A.** A written Grievance must be made to the Chief of Police within five (5) working days of the action giving rise to the Grievance. The appeal must include the issue giving rise to the Grievance, the facts as the employee views them and the requested relief. The Chief of Police will respond to this appeal within five (5) working days. If the employee is not satisfied with the action to be taken by the Chief, the employee may appeal the matter to the Town Administrator within five (5) working days of the Chief of Police’s decision.

- B.** The Town Administrator will, within seven (7) working days of the request meet with the aggrieved employee and all involved parties, hear testimony and render a decision within seven (7) working days of the hearing. The employee will be given a written confirmation of the Town Administrator's decision within five (5) working days of the time a decision is rendered.
- C.** If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the Union may, by giving written notice to the Town Administrator within ten (10) working days after the conclusion of the meeting referred to in Section 11.5 (B), submit the Grievance to Arbitration if permitted by the Agreement and/or statutory or common law. Such notice shall be addressed in writing to the Town Administrator. The Arbitration shall be governed by the provisions of Article 12.

11.6 No Grievance shall be considered which is not presented within the time limits specified in Section 11.5 (A). If a Grievance is not, or if the action required to present the Grievance to the next higher level shall not have been taken within the specified time limits, the Grievance shall be deemed to have been waived and shall not, thereafter, be subject to the Grievance procedure or the Arbitration procedure set forth in Article 12 unless such individual settlement is not enforced.

11.7 All documents, communications and records dealing with the processing of a Grievance shall be filed separately from the personnel file of the participant.

11.8 No Grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such Grievance shall be disposed of under the procedures provided by this Agreement.

ARTICLE 12

ARBITRATION

12.1 In the event that the Union elects to proceed to Arbitration, the Town Administrator or his designee and the Union will endeavor to agree upon a mutual acceptable Arbitrator and obtain a commitment from said Arbitrator to serve. If the Parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Union by the Union within twenty (20) days after the receipt of the notice of submission to Arbitration (Article 11.5 C). In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Union, then applicable to voluntary labor Arbitration.

12.2 The Town and the Union agree that they will individually be responsible for their own costs, preparation and presentation. The Town and the Union further agree that they shall equally share in the compensation and the expense of the Arbitrator.

12.3 The function of the Arbitrator is to determine the interpretation of specific provisions of this Agreement. There shall be no right in Arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in modification or alteration of, addition to, or detract from any other provision of this Agreement.

The Arbitrator may or may not make his award retroactive to the initial filing date of the Grievance as the equities of the case may require.

12.4 Each Grievance shall be separately processed at any Arbitration proceeding hereunder, unless the Parties otherwise agree.

12.5 The Arbitrator shall furnish a written opinion specifying the reasons for his decision. The decision of the Arbitrator, if within the scope of his authority and power within this Agreement, shall be final and binding upon the Union and the Town and the aggrieved employee who initiated the Grievance.

ARTICLE 13
HOURS OF WORK

13.1 The regular workweek for all unit employees will be forty (40) hours. The workweek shall commence at 12:01 a.m. on Monday and end at midnight (2400 hours) on Sunday.

13.2 Those officers assigned to the Patrol Division shall maintain a four (4) day on/three (3) day off schedule.

13.3 Unit employees shall be entitled to have coffee breaks, rest periods and meal breaks. Such breaks shall be reasonable periods of time and at such times which least interfere with the normal and orderly function of the Department. Negotiations on this provision may be opened at any time during the life of this Agreement by either party.

ARTICLE 14

OVERTIME

14.1 The Town shall compensate employees covered by this Agreement at time and one-half their regular rate of pay for all hours worked in excess of ten (10) hours in any one workday for patrol officers and Sergeants, or after forty (40) hours in any one workweek. No employee may work overtime without the approval of the appropriate supervisor.

14.2 The Town agrees to distribute as fairly and equally as possible, all overtime assignments for all qualified employees. The Town further agrees to guard against any excessive or unreasonable requirements or demands by it on the employees in the Bargaining Unit for overtime.

14.3 A. No employee shall be relieved of duty during the regular shift hour in his/her basic workweek in order to compensate or offset overtime hours worked outside of his/her regular work shift of the basic workweek. Nor shall an employee's regular work schedule be changed to avoid the payment of overtime.

B. Any employee called back to work after having once left for the day, or called back on a regularly scheduled day off, shall be guaranteed a minimum of three (3) hours salary.

14.4 All overtime assignments shall be on a voluntary basis except in the case of emergencies as may be determined by the Chief of Police or his/her designee.

14.5 Nothing in this Agreement shall be construed to limit the Police Chief's right to assign work to employees, including shift assignments. Nor shall anything in this Agreement be construed to prohibit the assignment of back-to-back shifts by the Police Chief.

14.6 When an employee calls in sick twenty-four (24) hours before an assigned shift, the Police Chief shall make a reasonable effort to assign a replacement for that employee, based upon the senior available employee. If 24-hour notice is not given, the Police Chief may assign a back-to-back shift, split the vacant shift between employees working the preceding and successive shifts, or make other arrangements for shift coverage.

14.7 Any employee may waive the rights conferred by this Article. Such waivers shall only be for specific instances and specific periods of time. The provisions of Section 14.3(A) shall not apply, if in the opinion of the Chief of Police, an employee is physically or mentally unable to continue to perform his/her duties in a safe and satisfactory manner.

14.8 No officer shall be allowed, except in cases of emergencies as determined by the Chief, to work two (2) consecutive, full ten (10) hour work shifts.

ARTICLE15
PRIVATE DETAILS

15.1 Private details shall be defined as that duty performed by an off-duty police officer for an employer other than the Durham Police Department. They will include those duties required by statute or ordinance, and those duties for which requests are made to the Durham Police Department.

15.2 Personnel desiring private details submit their names in writing to the Chief of Police or his/her designee for placement on the private detail roster. This roster shall be maintained by the Chief of Police or his/her designee, and officers whose names appear on the availability list shall be considered first in preference for details. The Police Chief shall give preference to Durham Police Department employees in the assignment of private details. This shall be available for inspection to all employees by request.

15.3 Any officer working on private detail as defined in and governed by this Article, shall be guaranteed four (4) hours. The salary for these details shall be paid at the overtime rate of the officer performing the detail.

ARTICLE 16
HOLIDAYS

16.1 Employees shall be entitled to regular full pay for the following eleven (11) holidays:

New Year's Day
Civil Right's Day
Memorial Day
Independence Day
Labor Day
~~Columbus Day~~ Indigenous Peoples' Day
Veteran's Day
Thanksgiving and the Day after Thanksgiving
Christmas Day
The day before or after Christmas Day (as determined by the Town
Administrator)

16.2 If a holiday falls on a regularly scheduled day off, the employee shall be given straight-time pay for that day.

16.3 Compensation for all holidays shall be paid on the first Friday in December each year.

16.4 When an employee is regularly scheduled to work on a holiday, he/she shall receive payment for the holiday at the regular rate. On Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, and New Year's Day, the employee shall receive compensation at the rate of time and one-half for all shifts started on these holidays.

ARTICLE 17
VACATION LEAVE

- 17.1 A. For the purpose of this section, one week shall be defined as five (5) working days, or forty (40) working hours within five (5) consecutive days.
- B. Vacations without loss of pay shall be granted to Unit employees in the following manner:

<u>Completed Years of Full Time Continuous Service</u>	<u>Vacation Leave</u>	<u>Maximum Accumulation</u>
0 through 5 years	8 hrs / month	240 hours
6 through 10 years	12 hrs / month	240 hours
10 full years & over	14 hrs / month	240 hours

- C. Applications for vacation must be submitted for approval not less than fourteen (14) days prior to the day the vacation is requested to begin. Applications submitted less than fourteen (14) days prior to commencement date may be granted at the discretion of the Police Chief or his/her designee.
- D. Choice of vacation time within the Department shall be allotted according to seniority providing application for vacation approval is made one (1) month in advance. Applications received less than one (1) month prior to vacation period will be allotted according to the date and time of application. Any employee having more than two (2) weeks (eighty (80) hours) of vacation time, will be allotted only the first two (2) weeks (eighty (80) hours), according to his/her preference and seniority; additional vacation time will be allotted at a time mutually agreeable to the employee and Police Chief.
- E. When an employee terminates employment with the Department for any reason, he/she shall be compensated for all vacation time earned, at the regular rate of pay.

ARTICLE 18
SICK LEAVE

18.1 Employees will earn sick leave at a rate of one (1) day per month. New employees hired no later than the 10th of the month will receive credit for that initial month. Sick leave will be made available and credited for use on the first of each month. Employees scheduled to work less than forty (40) hours per week shall not earn sick leave.

Unused sick leave may be accumulated over the term of employment as follows:

<u>Completed Year (s)</u>	<u>Maximum Leave Accrual Rate</u>	<u>Accrual</u>
0-5	8 hours / month	380 hours
6 or more	8 hours / month	640 hours **

**All employees who currently have Sick Leave accumulation in excess of 640 hours shall be grandfathered at that accumulation. In the event that any such employee uses said grandfathered accumulation, he/she shall not be allowed any accumulation in excess of the reduced amount (if in excess of 640 hours).

Employees who voluntarily terminate their employment with at least thirty (30) days notice shall receive payment for their unused sick leave at the rate(s) listed below in accord with their respective years of service with the Town. Employees who are involuntarily terminated or leave without the required thirty (30) day notice shall forfeit all sick leave payments. Verification of illness/disability from a medical doctor may be required by Department Heads at any time and shall be required for sick leave in excess of three (3) consecutive days.

<u>COMPLETED YEARS</u>	<u>REIMBURSEMENT RATE</u>
0 to 5 years	No reimbursement
6 to 10 years	Ten (10%) percent
11 to 15 years	Twenty-Five (25%) percent
16 or more years	Thirty (30%) percent

Probationary employees will accrue sick leave and may utilize up to fifty (50%) percent of any accrued sick leave they obtain. Probationary employees who do not achieve permanent status forfeit any accrued sick leave that exists at the time of their termination of employment with the Town.

Sick leave may be legitimately drawn in the event of the following: absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, medical and dental appointments, and care of immediate family members

whose illness or condition requires the employee to remain at home (care beyond three (3) days requires approval by Town Administrator). Employees absent for such reasons must report their absence to the Department Head within one (1) hour of their regularly scheduled starting time.

18.2 Sick Leave Bank

The Town agrees to the establishment of a Sick Leave Bank. The specific rules of the Sick Leave Bank will be determined and administered by the Sick Leave Review Panel composed of four (4) members. Management will be represented by the Town Administrator and the Business Manager and the Union will be represented by two (2) members of the Bargaining Unit.

18.3 Sick Leave Incentive

For each employee working six (6) consecutive months with one (1) shift or less of sick leave taken during the months of January to June and July to December, that employee shall receive a bonus in an amount equivalent to the employee's rate of pay for eight (8) hours **or ten (10) hours depending on the shift worked** by the end of January and the end of July. In the alternative, that employee may elect to use the eight (8) **or ten (10)** hours as a personal day.

ARTICLE 19
PERSONAL LEAVE

19.1 Every member of the Bargaining Unit shall be entitled to thirty (30) personal leave hours per year for family illness or care or for personal business that could not be conducted on off duty time. Requests for personal leave shall not be unreasonably denied. New employees shall earn ten (10) personal leave hours after six (6) months and twenty (20) additional hours after one (1) year of employment. Personal leave days may not be accumulated.

ARTICLE 20
BEREAVEMENT LEAVE

20.1 Bereavement Leave of three (3) working days with pay shall be granted an employee in the event of the death of his/her: spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, grandparent, grandchildren, legal guardian or a relative domiciled in the employee's household. This leave may be extended to five (5) working days upon petition to the Town Administrator, solely at his/her discretion. Under extenuating circumstances, special leave of two (2) working days with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

20.2 Probationary employees will be allowed Bereavement Leave under the same guidelines previously stated.

ARTICLE 21

FAMILY AND MEDICAL LEAVE

21.1 The TOWN recognizes the significant impact on employees resulting from family and medical leave situations. The Town recognizes that a coherent, compassionate and consistent family and medical leave policy is good for the organization and results in productive and effective employees. The purpose of this Article is to inform all employees of the TOWN about the Family and Medical Unpaid Leave Act (FMLA).

21.2 Qualified employees shall be granted up to 26 weeks of unpaid leave in any 12 month period for:

- The birth and first year care of a child;
- Adoption or foster placement of a child in the employee's home (use of a licensed adoption agency is not required, but foster placement requires State action rather than merely an informal arrangement to care for another person's child);
- The care of a spouse, child or parent with a serious health condition; or
- The serious health condition of the employee.

Employees must give 30 days advance written notice to the TOWN of the need to take unpaid FMLA leave when it is foreseeable for the birth or placement of a child, for adoption or for planned medical treatment. When planning medical treatment, employees should consult with their Department Head and make reasonable efforts to schedule the leave so as not to duly disrupt the Town's operations. This is subject to the approval of the healthcare provider. If employees fail to provide the TOWN with the 30 day notice, the TOWN may deny the leave until 30 days after the notice is provided.

When the leave is unforeseeable, employees must give notice as soon as practicable, but no later than two working days. Notice should be given either in person or by phone when medical emergencies are involved, and may be given orally by the employee's spouse or other family member if the employee is unable to give the notice.

When the FMLA leave is for medical reasons, employee or employee family member, medical certifications from a physician stating that the condition is a serious health condition may be requested. The TOWN, at the TOWN's expense, may also request a second opinion. If the opinions of the healthcare providers furnishing the first and second opinions differ, the TOWN may request the employee to obtain a final and binding third opinion at the TOWN's expense.

If the employee will be out longer than 30 days for a serious health condition, for him/herself or a family member, a "recertification" of medical condition will be required to be submitted on a monthly basis.

If an employee is out on medical leave for him/herself, the employee must submit a "fitness-for-duty" certification before he/she will be reinstated for work.

Any FMLA leave for a birth or adoption/foster care placement in the employee's home must be concluded within the 12-month period beginning on the date of the birth or placement. An expectant mother is not required to wait until the actual birth of the child to qualify for FMLA leave. For foster placement or adoption, FMLA leave can begin before the actual placement of an adoption or foster care child in the home of the employee if the employee is required to attend counseling sessions, appear in court, consult with an attorney or doctor, submit to a physical examination, or travel to pick up the child. When leave is taken because of a birth or placement of a child for adoption or foster care in the employee's home, an employee may NOT take leave intermittently or on a reduced leave schedule.

If an employee requests foreseeable intermittent leave or a reduced work schedule for planned medical treatment for the employee or a family member, the TOWN may temporarily transfer the employee to an available alternative position with equivalent pay and benefits. Benefits which are earned such as vacation and sick leave, for example, may be proportionately reduced to reflect the employee's reduced working time.

An employee is entitled to reinstatement to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment when returning from FMLA leave. There is no right to return to the same position, only a right to have an equivalent position.

The Town of Durham may require reports from an employee on FMLA leave regarding the employee's status and intent to return to work in order that benefits may be continued.

An employee may elect to substitute all or part of accrued paid sick leave, earned time, or personal time for unpaid FMLA leave. If accrued time is not used, the employee will remain entitled to all of the paid leave which is earned and accrued at the time of the FMLA leave. However, an employee may NOT accrue any additional benefits or paid earned, sick, or other leave time during unpaid FMLA leave. Paid short-term disability leaves are considered medical leaves for purposes of the FMLA Act. Such paid disability leaves would be counted in the 26 weeks of leave permitted under the FMLA leave. It is the TOWN's responsibility to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee.

When an employee takes an FMLA leave, the employee's coverage of health insurance and life & disability insurance will remain the same as if the employee were still working his/her normal workweek. However, if the employee fails to return to work or returns to work and fails to stay 30 calendar days, the employee shall reimburse the TOWN for all insurance premiums paid while on FMLA leave.

Benefits offered by the TOWN but paid for by the employee through payroll deductions, will cease unless the employee makes prior arrangements for payment with the Business Office.

21.3 Definitions

Eligible Employee – To be eligible for FMLA leave, an employee must have worked for the TOWN for at least 12 months (this does not need to be consecutive); and worked for at least 1,040 hours during the year preceding the start of the leave.

Employee's Serious Illness – One test of whether an employee is entitled to FMLA leave for his/her own serious health condition is whether the employee is unable to perform the functions of the position.

Equal Coverage – The right to take a leave under the FMLA Act applies equally to male and female employees.

Equivalent Position – The eligible employee who takes FMLA leave is entitled to be restored to the same position or to an equivalent position with “.... the same pay, benefits and working conditions, including privileges, prerequisites and status.” The duties and the responsibilities will be the same or substantially similar and the job “....will entail substantially equivalent skill, effort, responsibility and authority.” The employee will be entitled to an unconditional reinstatement of all fringe benefits upon return to work.

Intermittent Leave – A leave taken in separate blocks of time due to a single illness or injury (chemotherapy treatments, for example).

Minimum Leave Increment – The minimum amount of time for FMLA leave shall be one (1) hour.

“Needed to Care For” a Family Member – This encompasses both physical and psychological care and includes situations where the family member is unable to care for his/her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport his/herself to the doctor.

Parent – A parent is a biological parent or an individual who had day-to-day responsibilities to care for and financially support the employee when the employee was a child. A biological or legal relationship is not necessary.

Reduced Leave Schedule – A leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday.

Serious Health Condition – One which requires either inpatient care or “continuing treatment by a healthcare provider” and results in an absence from work for a period of more than three days. In instances where inpatient care is not required, FMLA leave may be used to cover only absences which are necessary on a recurring basis or for more than a few days for treatment or recovery.

Son or Daughter – A son or daughter is defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child or a person who had day-to-day responsibilities to care for and financially support the child, who is either under age 18, or 18 or older and incapable of self-care because of a mental or physical disability.

Spouse – A spouse is defined in accordance with the laws of the State of New Hampshire.

Twenty-Six Weeks in “Any 12-Month Period” – This shall mean a rolling 12-month period measured backward from the date leave is used.

ARTICLE 22
HEALTH AND DENTAL INSURANCE

22.1 The Town agrees to provide health, hospitalization and major medical insurance for each employee under the SchoolCare HMO program or an equivalent plan with a 5/15/35 prescription drug plan and dental coverage plan.

22.2 Effective July 1, 2017 the Town shall pay Eighty percent (80%) of the monthly health care premiums for the applicable SchoolCare HMO Program of each covered employee.

Each employee may choose to participate in any other SchoolCare/Cigna health insurance program offered by the Town provided that the Town pay no more in actual dollars of that Plan's monthly insurance than what it is obligated to pay for coverage of the plan listed in Paragraph A above.

22.3 Insurance Waiver

An insurance "buy-out" option shall be included for employees that are covered by insurance from any other source other than the Town. Effective July 1, 2017 if the employee elects not to be covered by the Town's health and dental insurance, then the Town shall reimburse that employee Forty Percent (40%) of the Town's share of the health and dental premium upon proof of other insurance. Said "buy-out" shall be included as a taxable benefit paid bi-weekly with the employee's paycheck.

ARTICLE 23
SHORT AND LONG TERM DISABILITY INSURANCE

23.1 The Town agrees to provide all employees covered by this Agreement with a short-term disability insurance policy (which can be self-funded/insured), at no expense to the employee, which will provide sixty percent (60%) of the employee's base weekly wage up to a maximum of Nine Hundred Dollars (\$900.00) per week for up to twenty-six (26) week's disability. This program will be available after eight (8) consecutive days' absence.

23.2 The Town agrees to provide all employees covered by this Agreement with a long-term disability insurance policy (which can be self-funded/insured), at no expense to the employee, which will provide sixty percent (60%) of the employee's base monthly wage up to a maximum of Forty-Five Hundred Dollars (\$4,500.00) per month commencing after the twenty-sixth (26th) week of the disability. This program will be available up until age sixty-five (65).

ARTICLE 24
LIFE INSURANCE

24.1 The Town will continue to provide Life and Disability Insurance for Bargaining Unit employees in the amount of coverage currently in effect (\$50,000 Death Benefit). The Town will provide additional life insurance coverage to employees, at their expense, as is offered to other employees of the Town.

ARTICLE 25
UNIFORM ALLOWANCE

25.1 The Town agrees to provide each employee with uniform replacement items as required up to ~~Three Hundred and Fifty (\$350.00)~~ **Seven Hundred (\$700)** Dollars per year, paid to the supplier. Such uniforms shall include only those articles of clothing (including female equivalents) or equipment determined to be suitable by the Chief of Police. An employee will be provided with a full complement of uniforms once he/she has met the requirements of permanency. Probationary employees will be provided an adequate supply of uniforms consistent with the current period of wear (i.e., winter or summer uniform period).

25.2 Employees shall assume the responsibility for selecting which uniforms need to be replaced. All uniforms or equipment so replaced shall be returned to the Town. Upon termination of any kind, the employee shall turn in to the Police Chief all uniforms and equipment issue items with the exception of shoes and caps.

25.3 The Town shall continue to provide for the cleaning of said uniforms. Negotiations on this provision may be opened at any time during the life of this Agreement by either party. The Union acknowledges the Town's authority to negotiate a cleaning contract with a specific provider.

ARTICLE 26
PERFORMANCE EVALUATIONS AND FITNESS FOR DUTY

26.1 The Town will continue to evaluate the performance of its employees and their fitness for the performance of their duties. The Town will continue to determine the types and frequencies of such evaluations. Such evaluations may include medical examination by a physician and a physical fitness review. In addition to an objective analysis of each employee's competence and skill in carrying out his or her assigned duties over a defined period of time.

ARTICLE 27 WAGES

27.1 Salary

The following changes will be made to the wage scales (Appendix) for Sergeants and Patrol Officers effective January 1, 2022:

- 2% COLA plus 1% Market Adjustment
- Probationary Step is eliminated
- Patrol Steps 1-4, 6-9, 11-12 reflect a 1.5% increase
- Patrol Steps 5 and 10 reflect a 4% increase
- Sergeant Step 1 is 6% above Step 12 of Patrol
- Sergeant Steps 7-10 are eliminated
- All steps increases shall occur once per year on January 1st (anniversary date steps are eliminated)
- Probationary employees stay on Step 1 until completion of one year when they are moved to Step 2. Step increases will then be effective January 1st.

Employees will be placed on the following steps on the 2022 Pay Scale.

PATROL

Fowler	Step 2 (no additional advancement upon completion of one year)
Holdsworth	Step 2
Festa	Step 4
Nicolosi	Step 4
Keith	Step 4
Jepson	Step 4
Burke	Step 4
Cazeau	Step 5
Young	Step 9

SERGEANT

Pestana	Step 1
Pelletier	Step 1
Forrest	Step 1
Ruby	Step 4
Lavoie	Step 6

Effective January 1, 2023 the salary schedules will be adjusted with a 2% COLA and a 1% Market Adjustment.

Effective January 1, 2024 the salary schedules will be adjusted with a 2% COLA.

The wage scales for Sergeants and Patrol Officers will be increased annually on January 1st as follows:

2017	2.5%
2018	2.5%
2019	2.5%
2020	2.0%
2021	2.0%

For so long as the Department does not provide on duty time to put on (Don) specialized and/or protective gear and uniform components and on duty time to change out of said specialized gear and uniform components, each officer shall receive an annual stipend of \$1,500 paid in a lump sum in the first payroll of June.

Sergeant's salary schedule:

What are now Steps One (1), Two (2) and Eleven (11) of the Sergeant's Salary Schedule shall be abolished and the remaining steps renumbered creating a Ten (10) Step scale. As of January 1, 2017 current Sergeants covered by this Agreement shall be placed on the following steps of the 2017 Wage Schedule:

Bilodeau	Step 9
Dalton	Step 7
Mone	Step 6
Brooks	Step 5
Lavoie	Step 2

All newly appointed Sergeants will be initially placed on the new Step One (1).

27.2 Differentials: In addition to base pay, employees shall receive:

- A. Upon obtainment of degrees, annual differentials for this educational incentive shall be:
 - \$ 750 for an Associate's Degree
 - \$1,000 for a Bachelor's Degree
 - \$1,500 for a one-year Master's Degree
- B. The Town shall pay tuition and certificate renewal costs plus Fifty (\$50.00) Dollars per year, upon successful completion for an Accredited Emergency Medical Technician course.
- C. Any officer who has been designated a Field Training Officer (FTO) and who serves in that capacity shall receive a stipend equal to five (5) hours of straight time pay for every four ten (10) hour days so worked.

- D.** Any officer who is appointed to and participates in the Swat Team shall be paid a Two Thousand, Two Hundred and Fifty (\$2,250.00) Dollar annual stipend.
- E.** Any officer who is designated as a Master Patrol Officer shall be paid a Seven Hundred and Fifty (\$750.00) Dollar annual stipend.

ARTICLE 28
SEPARABILITY

28.1 In the event that any Article, Section or portion of this Agreement is found to be in violation of State law or Town ordinance or is found to be unlawful and unenforceable by any court of competent jurisdiction, or have the effect of loss to the Town of funds made available through Federal law, rule or regulation, then such specific Article, action or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 29
DURATION

29.1 This Agreement shall be for the period of January 1, ~~2017~~ 2022 through December 31, ~~2021~~, 2024 and the terms contained herein shall become effective on January 1, ~~2017~~ 2022 unless otherwise specified in this Agreement. Should a successor Agreement not be executed by December 31, ~~2021~~, 2024 this Agreement shall remain in full force and effect until a successor Agreement is executed. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or about October 1, ~~2021~~ 2024 not withholding the provision of Article 5, Section 5.2.

29.2 Time limits enumerated herein may be waived by mutual consent of the Parties to the Agreement.

ARTICLE 30
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereby by their authorized representatives have executed this contract on this _____ day of _____, ~~2017~~.2022

FOR THE EMPLOYER:

FOR THE UNION:

Todd Selig
Town Administrator

Gregory Ruby, Sergeant
Durham Police NEPBA Local #21

Craig Forrest, Sergeant
Durham Police NEPBA Local #21

CJ Young, Master Patrol Officer
Durham Police NEPBA Local #21

Robert Keith, Patrol Officer
Durham Police NEPBA Local #21

APPENDIX

2022		
PATROL		
1	\$ 56,578.25	\$ 27.20
2	\$ 57,426.92	\$ 27.61
3	\$ 58,288.32	\$ 28.02
4	\$ 59,162.64	\$ 28.44
5	\$ 61,529.15	\$ 29.58
6	\$ 62,452.09	\$ 30.03
7	\$ 63,388.87	\$ 30.48
8	\$ 64,339.70	\$ 30.93
9	\$ 65,304.80	\$ 31.40
10	\$ 67,916.99	\$ 32.65
11	\$ 68,935.74	\$ 33.14
12	\$ 69,969.78	\$ 33.64
SERGEANT		
1	\$ 74,167.98	\$ 35.66
2	\$ 75,280.50	\$ 36.19
3	\$ 76,409.70	\$ 36.74
4	\$ 77,555.85	\$ 37.29
5	\$ 78,719.19	\$ 37.85
6	\$ 79,899.98	\$ 38.41

2023		
PATROL		
1	\$ 58,275.60	\$ 28.02
2	\$ 59,149.73	\$ 28.44
3	\$ 60,036.98	\$ 28.86
4	\$ 60,937.53	\$ 29.30
5	\$ 63,375.03	\$ 30.47
6	\$ 64,325.66	\$ 30.93
7	\$ 65,290.54	\$ 31.39
8	\$ 66,269.90	\$ 31.86
9	\$ 67,263.95	\$ 32.34
10	\$ 69,954.51	\$ 33.63
11	\$ 71,003.83	\$ 34.14
12	\$ 72,068.89	\$ 34.65
SERGEANT		
1	\$ 76,393.02	\$ 36.73
2	\$ 77,538.92	\$ 37.28
3	\$ 78,702.00	\$ 37.84
4	\$ 79,882.53	\$ 38.41
5	\$ 81,080.77	\$ 38.98
6	\$ 82,296.98	\$ 39.57

2024		
PATROL		
1	\$ 59,441.11	\$ 28.58
2	\$ 60,332.73	\$ 29.01
3	\$ 61,237.72	\$ 29.44
4	\$ 62,156.29	\$ 29.88
5	\$ 64,642.54	\$ 31.08
6	\$ 65,612.18	\$ 31.54
7	\$ 66,596.36	\$ 32.02
8	\$ 67,595.31	\$ 32.50
9	\$ 68,609.24	\$ 32.99
10	\$ 71,353.61	\$ 34.30
11	\$ 72,423.91	\$ 34.82
12	\$ 73,510.27	\$ 35.34
SERGEANT		
1	\$ 77,920.88	\$ 37.46
2	\$ 79,089.69	\$ 38.02
3	\$ 80,276.04	\$ 38.59
4	\$ 81,480.18	\$ 39.17
5	\$ 82,702.38	\$ 39.76
6	\$ 83,942.92	\$ 40.36



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AGENDA ITEM:

#10B

DATE: February 21, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Heritage Commission

AGENDA ITEM:

**RESOLUTION # 2022-02 AMENDING RESOLUTION #2020-17
CREATING A DURHAM HISTORIC BUILDINGS RESTORATION
AND PRESERVATION TRUST TO CHANGE THE NAME OF THE
TRUST TO THE DURHAM HISTORICAL AND CULTURAL
RESOURCE TRUST (DHCRT) AND TO CHANGE THE PURPOSE
OF THE TRUST BY ADDING LANGUAGE MAKING THE PURPOSE
MORE EXPLICIT**

CC PREPARED BY:

Michael Behrendt, Planner

PRESENTED BY:

Michael Behrendt, Planner

AGENDA DESCRIPTION:

The Town Council adopted Resolution #2020-17 several years ago which created a trust to serve as a repository for private monies made for the purpose of preserving historic buildings owned by the Town of Durham. The Durham Heritage Commission recognized that there are other Town resources in addition to buildings that should be included in this trust.

BACKGROUND

The Durham Historic District/Heritage Commission (in this case "The Heritage Commission") proposed creating the trust in 2020 as a repository for private monies conveyed to the Town for the purpose of preserving the Town's historic buildings including the old Courthouse, the Wagon Hill Farmhouse, Smith Chapel, and any other significant buildings.

The Heritage Commission recently recognized that there are other historical and cultural resources owned by the Town for which people might wish to convey funds for their preservation. This could include structures that are not buildings (such as bridges), archaeological and other site features (such as stone walls and cemeteries), and other elements, such as important cultural documents.

The Heritage Commission developed the proposed changes to the existing resolution at its meeting on January 6, 2022 and voted unanimously to recommend

that the Town Council incorporate these changes. Mike Everngam, Trustee of the Trust Fund, reviewed the proposed changes to the existing resolution. His recommendations have been incorporated into the attached proposal.

LEGAL AUTHORITY

RSA 31:19a(iv)

LEGAL OPINION:

The proposed changes are a minor expansion of the existing trust.

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby ADOPT (as presented/as amended) Resolution #2022-02 Amending Resolution #2020-17 creating a Durham Historic Buildings Restoration and Preservation Trust to change the name of the Trust to the Durham Historical and Cultural Resource Trust (DHCRT). The amendments also expand its purpose to include historical and cultural structures and other elements in addition to buildings.

RESOLUTION #2022-02 OF DURHAM, NEW HAMPSHIRE

AMENDING RESOLUTION #2020-17 CREATING A DURHAM HISTORIC BUILDINGS RESTORATION AND PRESERVATION TRUST TO CHANGE THE NAME OF THE TRUST TO THE DURHAM HISTORICAL AND CULTURAL RESOURCE TRUST (DHCRT) AND TO CHANGE THE PURPOSE OF THE TRUST BY ADDING LANGUAGE MAKING THE PURPOSE MORE EXPLICIT

WHEREAS, the Durham Heritage Commission wishes to establish a trust to receive donations, bequests, devises, grants, codicils, transfers of financial assets or other forms of giving of private monies made for the purpose of protecting, maintaining, preserving, interpreting, enhancing, rehabilitating, and/or restoring historical and cultural resources (including but not limited to buildings) owned by the ~~and preserving historically important~~ Town of Durham, consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties buildings; and

WHEREAS, the Durham Town Council is in full support of the effort to recognize Durham's heritage by protecting, restoring and preserving, interpreting, enhancing, rehabilitating, and/or restoring the Town's important historical and cultural resources,

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the legislative body of the Town of Durham, does hereby adopt Resolution #2022-02, amending Resolution #2020-17, to change the name of the trust created by Resolution #2020-17 from the "Durham Historic Buildings Restoration and Preservation Trust" to the "Durham Historical and Cultural Resource Trust (DHCRT)" under the provisions of NH RSA 31:19a(iv) for the restated purpose of funding the protection, maintenance, restoration and preservation, interpretation, enhancement, rehabilitation, and/or restoration of historical and cultural resources in the ~~of historically important~~ Town of Durham. ~~buildings~~

BE IT FURTHER RESOLVED that;

1. The fund balance currently in the Durham Historic Buildings Restoration and Preservation Trust shall roll over into the Durham Historical and Cultural Resource Trust (DHCRT);
2. 1. All principal and accumulated income in the trust shall be available indefinitely for expenditure for the purposes of the trust, and;
3. 2. The trust shall be in the custody of and administered by the Trustees of Trust Funds.

BE IT FURTHER RESOLVED that the Durham Heritage Commission is named as agents to expend from this trust.

PASSED AND ADOPTED this ____ day of 2022 by a ____ to ____ roll call vote of the Durham Town Council as follows:

Katherine Marple, Chair
Durham Town Council

ATTEST:

Lorrie Pitt, Town Clerk-Tax Collector

-----CLEAN VERSION-----

RESOLUTION #2022-02 OF DURHAM, NEW HAMPSHIRE

AMENDING RESOLUTION #2020-17 CREATING A DURHAM HISTORIC BUILDINGS RESTORATION AND PRESERVATION TRUST TO CHANGE THE NAME OF THE TRUST TO THE DURHAM HISTORICAL AND CULTURAL RESOURCE TRUST (DHCRT) AND TO CHANGE THE PURPOSE OF THE TRUST BY ADDING LANGUAGE MAKING THE PURPOSE MORE EXPLICIT.

WHEREAS, the Durham Heritage Commission wishes to establish a trust to receive donations, bequests, devises, grants, codicils, transfers of financial assets or other forms of giving of private monies made for the purpose of protecting, preserving, interpreting, enhancing, rehabilitating, and/or restoring historical and cultural resources (including but not limited to buildings) owned by the Town of Durham, consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties; and

WHEREAS, the Durham Town Council is in full support of the effort to recognize Durham's heritage by protecting, preserving, interpreting, enhancing, rehabilitating, and/or restoring the Town's important historical and cultural resources,

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the legislative body of the Town of Durham, does hereby adopt Resolution #2022-02, amending Resolution #2020-17, to change the name of the trust created by Resolution #2020-17 from the "Durham Historic Buildings Restoration and Preservation Trust" to the "Durham Historical and Cultural Resource Trust (DHCRT) under the provisions of NH RSA 31:19a(iv) for the restated purpose of funding the protection, preservation, interpretation, enhancement, rehabilitation, and/or restoration of historical and cultural resources in the -Town of Durham.

BE IT FURTHER RESOLVED that;

1. The fund balance currently in the Durham Historic Buildings Restoration and Preservation Trust shall roll over into the Durham Historical and Cultural Resource Trust (DHCRT);
2. All principal and accumulated income in the trust shall be available indefinitely for expenditure for the purposes of the trust, and;
3. The Trust shall be in the custody of and administered by the Trustees of Trust Funds.

BE IT FURTHER RESOLVED that the Durham Heritage Commission is named as agents to expend from this trust.

PASSED AND ADOPTED this ____ day of 2022 by a ____ to ____ roll call vote of the Durham Town Council as follows:

Katherine Marple, Chair
Durham Town Council

ATTEST:

Lorrie Pitt, Town Clerk-Tax Collector



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824

Tel: 603-868-5111

Fax: 603-868-1858

www.ci.durham.nh.us

AGENDA ITEM:

10C

DATE: February 21, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Jim Rice, Assessor

AGENDA ITEM:

SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE TOWN ASSESSOR AND ADMINISTRATOR, APPROVE A FY 2021 PROPERTY TAX ABATEMENT FOR GEOFFREY D. LOMBARD & JANE MILLER, 48 EDGEWOOD ROAD, IN THE AMOUNT OF \$101.00?

CC PREPARED BY:

Jennie Berry, Administrative Assistant

CC PRESENTED BY:

Todd Selig, Town Administrator
Jim Rice, Assessor

AGENDA DESCRIPTION:

Each year the Town receives requests for property tax abatements. The deadline for filing abatement requests for tax year 2021 is March 1, 2022. The Town must respond to the applicants in writing by July 1, 2022, or the application is automatically denied.

The Assessor's Office has reviewed abatement requests received to date, conducted site inspections, and met with those property owners or tax representatives who requested a meeting. These inspections and meetings have been held on an ongoing basis. Once these meetings concluded, the Assessor reviewed the requests in more detail and formulated recommendations. If the taxpayer has appealed their assessment with the municipality and is dissatisfied with the decision of the Town, they may appeal the abatement to either the New Hampshire Board of Tax and Land Appeals or Superior Court, but not both.

Attached for the Council's review and information is an abatement recommendation for the following property:

1. Lombard & Miller - 48 Edgewood Road, Durham

Recommendation: GRANT (for Tax Year 2021). The Assessor recommends granting the abatement request in the amount of \$101.00 (rounded) including



interest. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

LEGAL AUTHORITY:

RSA 76:16 describes the process for the apportionment, assessment, and abatement of property taxes.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

As part of the FY 2022 budget, the Town of Durham has appropriated \$900,000 to be used for tax abatement/appeal purposes. To date, the Town has abated \$398,715 to Consolidated Communications (f.k.a. FairPoint) that have appealed its assessment with the municipality, to the Board of Tax and Land Appeals or Superior Court.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Assessor and the Administrator, approve a FY 2021 property tax abatement for Geoffrey D. Lombard & Jane Miller, 48 Edgewood Road, in the amount of \$101.00.



*TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-8064
Fax: 603/868-8033*

ABATEMENT RECOMMENDATION

DATE: January 18, 2022

TOWN OF: Durham

TO: Town Council

FROM: Jim Rice, CNHA

OWNER: Geoffrey D. Lombard & Jane Miller
48 Edgewood Road
Durham, NH 03824

REPRESENTATIVE: N/A

PROPERTY LOCATION: 48 Edgewood Road, Durham, NH 03824

PID: 1-16-2

PROPERTY TAX YEAR(S) APPEALED: 2021

APPLICATION FILING DATE: December 21, 2021

INVENTORY FILING DATE (Filing Date April 15th): N/A

ASSESSMENT APPEALED: \$330,900

Municipalities may abate taxes “for good cause shown.” RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

- a. What the property was worth (market value) on the assessment date.
- b. The property’s “equalized assessment” exceeded the property’s market value. To calculate the equalized assessment, simply divide the assessment by the municipality’s equalization ratio (assessment ÷ ratio). Because a property’s market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

REASON FOR APPEAL: The owners subdivided their property August 2019 to create a new building lot (46 Edgewood Road), reducing the acreage of their property from 2.16 to 1.6892. The acreage was not adjusted to the new acreage in 2020.

ASSESSOR'S COMMENTS: According to the historical documentation in the Vision assessing software under "visit history", on 2/4/2020 the acreage was reduced from 2.16 to 1.689. However, it appears the revisions were not saved in the computer, explaining why it was not changed.

RECOMMENDATION: I recommend adjusting the acreage from 2.16 to 1.689 and granting the abatement request for the assessed value difference of \$3,500. This calculates to an abatement of **\$100.89** (\$101 Rounded) including interest. If the taxes have not been paid, then no refund or interest is due.

2021 Local Level Abatements											
Map/Lot	Owner	Property Type	Address	Assessor's Abatement Recommendation	Current Assessment	Assessor's Revised Assessment	Difference	Abatement w/o Int.	Interest Due	Total Abatement w/Int.	Notes
1-16-2	Lombard & Miller	Residential	48 Edgewood Road	GRANT	\$330,900	\$327,400	\$3,500	\$97.69	\$3.21	\$100.90	\$101 Rounded
							TOTALS:	\$97.69	\$3.21	\$100.90	

*Abatement amounts do not include interest at 6% per annum from date paid to refund date per RSA 76-17-a.

*Abatements already brought forward before Town Council.

*Abatements highlighted in red are the assessor's recommendations being brought forward for current Council meeting.

**Interest calculated by Tax Collector.



TOWN OF DURHAM

Real Estate Tax Abatement Refund

Date: 1/18/2022		Name: 48 Edgewood Road				Map/Lot: 1-16-2-1		Account #	
Year	Assessment	Revised Assessment	Difference	Tax rate	Amount	Date Received	Date Repaid	Interest Due	Total to be Refunded
2021	\$330,900	\$327,400	\$3,500	\$13.87	\$48.55	6/11/2021	3/21/2022	\$2.29	\$50.83
2021	\$330,900	\$327,400	\$3,500	\$14.04	\$49.14	11/29/2021	3/21/2022	\$0.92	\$50.06
					\$97.69			\$3.21	\$100.89

Requested By _____

Approved By _____

Department _____

Date _____

AGENDA ITEM: **# 10C**

DATE: February 21, 2022

COUNCIL COMMUNICATION

INITIATED BY: Jim Rice, Assessor

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE TOWN ASSESSOR AND ADMINISTRATOR, APPROVE FY 2021 PROPERTY TAX ABATEMENTS AT THE LOCAL LEVEL OR FOR OUTSTANDING APPEALS BEFORE THE BOARD OF TAX AND LAND APPEALS (BTLA) OR NH SUPERIOR COURT TOTALING \$119,932.29?

CC PREPARED BY: Jennie Berry, Administrative Assistant

CC PRESENTED BY: Todd Selig, Town Administrator
Jim Rice, Assessor

AGENDA DESCRIPTION:

Each year the Town receives requests for property tax abatements. The deadline for filing abatement requests for tax year 2021 is March 1, 2022. The Town must respond to the applicants in writing by July 1, 2022, or the application is automatically denied.

The Assessor's Office has reviewed abatement requests received to date, conducted site inspections, and met with those property owners or tax representatives who requested a meeting. These inspections and meetings have been held on an ongoing basis. Once these meetings concluded, the Assessor reviewed the requests in more detail and formulated recommendations. If the taxpayer has appealed their assessment with the municipality and is dissatisfied with the decision of the Town, they may appeal the abatement to either the New Hampshire Board of Tax and Land Appeals or Superior Court, but not both.

Attached for the Council's review and information are abatement recommendations for the following properties:

2. **Sigma Beta Alumni Association – 26 Madbury Road**
Recommendation: GRANT (for Tax Year(s) 2019 & 2020). At this time, the Assessor recommends granting the abatement request in the amount of \$16,868.29 including interest to settle outstanding BTLA appeals. See attached

BTLA Settlement Recommendation from the assessor outlining the reasons for granting this request.

3. Prefco XXV Limited Partnership, LLC – 121 Technology Drive

Recommendation: GRANT (for Tax Year(s) 2017, 2018, 2019 & 2020. At this time, the Assessor recommends granting the abatement request in the amount of \$103,064.00, including interest to settle outstanding BTLA appeals. See attached BTLA Settlement Recommendation from the assessor outlining the reasons for granting this request.

LEGAL AUTHORITY:

RSA 76:16 describes the process for the apportionment, assessment, and abatement of property taxes.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

As part of the FY 2022 budget, the Town of Durham has appropriated \$900,000 to be used for tax abatement/appeal purposes. To date, the Town has abated \$398,715 to Consolidated Communications (f.k.a. FairPoint) that have appealed its assessment with the municipality, to the Board of Tax and Land Appeals or Superior Court.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Assessor and the Administrator, approve FY 2021 property tax abatements at the local level or for outstanding appeals before the Board of Tax and Land Appeals (BTLA) or NH Superior Court totaling \$119,932.29.



*TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-8064
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BTLA SETTLEMENT AGREEMENT – TY 2017 THRU 2020

DATE: February 21, 2022

TOWN OF: Durham

TO: Town Council

FROM: Jim Rice, CNHA

OWNER: PREFCO XXV LTD Partnership
121 Technology Drive
Durham, NH 03824

REPRESENTATIVE: Commercial Property Tax Management, LLC
345 Cilley Road, Suite 1
Manchester, NH 03103

PROPERTY LOCATION: 121 Technology Drive, Durham, NH 03824

PID: 9-10-4

PROPERTY TAX YEAR(S) APPEALED: 2017, 2018, 2019 & 2020

Municipalities may abate taxes “for good cause shown.” RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

- a. What the property was worth (market value) on the assessment date.
- b. The property’s “equalized assessment” exceeded the property’s market value. To calculate the equalized assessment, simply divide the assessment by the municipality’s equalization ratio (assessment ÷ ratio). Because a property’s market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**

ASSESSOR'S COMMENTS: The property under appeal, identified on tax map 9, lot 10-4 is an industrial research and development facility formerly owned by Lexington Durham Limited Partnership. The property was leased to Goss International of the Americas, who according to the lease agreement was responsible for the property taxes. Goss, the aggrieved taxpayer applied for an abatement of property taxes for tax years 2017, 2018, 2019 & 2020 because they believed the assessment exceeded market value. As a good faith effort, the Town abated those tax years by applying the equalization ratio to an appraised market value of \$20 million (effective 4/1/2017 & 2018) by Stephan Traub. The taxpayer was unsatisfied with the Town's efforts and appealed their assessment to the NH Board of Tax and Land Appeals. The appeal is scheduled to be heard before the BTLA March 8th thru 10th, 2022.

The property recently sold 10/19/2021 for \$21 million.

In preparation for trial, the Town contracted with Mr. Steven Bergeron, MAI to appraise the property for the tax years appealed as Mr. Traub has since retired and not available to testify on behalf of the Town. As a result, the property appraised for the following:

2017	\$19 Million
2018	\$19 Million
2019	\$19.5 Million
2020	\$20 Million

Based on these appraised values, the appellant and Town have negotiated a settlement abatement based on the following values pending Council's approval totaling \$103,064.00 including interest:

2017	\$18.7 Million
2018	\$19 Million
2019	\$19.5 Million
2020	\$20 Million

RECOMMENDATION: I recommend adjusting the assessment(s) for TY's 2017, 2018, 2019 & 2020 as stated on the attached spreadsheet and abating the difference to settle this appeal.

If you have any questions regarding this information, please don't hesitate to contact me.

Prefco Settlement Agreement Abatement w/o Interest - 2017 thru 2020

Tax Year	Settlement Values	EQ Ratio	Values Equalized to Recommended Assessments	CU Tax Credit	Proposed Current Use Assessments	Present Current Use Assessments	Difference	Tax Rate	Abatement w/o Interest	Notes
2021										Property sold 10/2021 - \$21 million
2020	\$20,000,000	86.40%	\$17,280,000	\$593,971	\$16,686,029	\$16,772,679	\$86,650	\$27.73	\$2,403	
2019	\$19,500,000	93.80%	\$18,291,000	\$593,757	\$17,697,243	\$18,760,000	\$1,062,757	\$27.43	\$29,151	
2018	\$19,000,000	97.80%	\$18,582,000	\$593,899	\$17,988,101	\$18,966,101	\$978,000	\$26.80	\$26,210	
2017	\$18,700,000	88.00%	\$16,456,000	\$357,643	\$16,098,357	\$17,006,101	\$907,744	\$30.64	\$27,813	
						Total:	\$3,035,151		\$85,578	

Prefco Settlement Agreement Abatement with Interest - 2017 thru 2020

Tax Year	Proposed Current Use Assessments	Present Current Use Assessments	Difference	Tax rate (half year)	Total Tax Rate	Abatement w/o Interest	Date Taxes Received	Date Abatement Paid	Interest Due	Abatement w/Interest	Total Refund Per Year	
2017	\$16,098,357	\$17,006,101	\$907,744	14.87	\$30.64	\$13,498	7/5/2017	2/21/2022	3,806	\$17,305	\$35,278	
2017	\$16,098,357	\$17,006,101	\$907,744	15.77		\$14,315	12/11/2017	2/21/2022	3,658	\$17,973		
2018	\$17,988,101	\$18,966,101	\$978,000	\$15.32	\$26.80	\$14,983	6/27/2018	2/21/2022	3,334	\$ 18,317	\$ 31,730	
2018	\$17,988,101	\$18,966,101	\$978,000	\$11.48		\$11,227	12/11/2018	2/21/2022	2,186	\$ 13,413		
2019	\$17,697,243	\$18,760,000	\$1,062,757	\$13.40	\$27.43	\$14,241	6/27/2019	2/21/2022	2,302	\$ 16,543	\$ 33,451	
2019	\$17,697,243	\$18,760,000	\$1,062,757	\$14.03		\$14,910	12/10/2019	2/21/2022	1,998	\$ 16,908		
2020	\$16,686,029	\$16,772,679	\$86,650	\$13.72	\$27.73	\$1,189	7/24/2020	2/21/2022	114	\$1,303	\$2,605	
2020	\$16,686,029	\$16,772,679	\$86,650	\$14.01		\$1,214	12/14/2020	2/21/2022	88	\$1,302		
						\$85,578				\$17,486	\$ 103,064	\$103,064



*TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-8064
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BTLA SETTLEMENT AGREEMENT

DATE: February 21, 2022

TOWN OF: Durham

TO: Town Council

FROM: Jim Rice, CNHA

OWNER: Sigma Beta Alumni Assoc., Inc.
26 Madbury Road
Durham, NH 03824

REPRESENTATIVE: Property Tax Advisors, Inc.
60 Pointe Place, Suite 5
Dover, NH 03820

PROPERTY LOCATION: 26 Madbury Road, Durham, NH 03824

PID: 2-11-4

PROPERTY TAX YEAR(S) APPEALED: 2019 & 2020

APPLICATION FILING DATE W/MUNICIPALITY: March 1st

INVENTORY FILING DATE (Filing Date April 15th): N/A

ASSESSMENT APPEALED: \$2,158,800

Municipalities may abate taxes “for good cause shown.” RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax. If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show:

- a. What the property was worth (market value) on the assessment date.
- b. The property’s “equalized assessment” exceeded the property’s market value. To calculate the equalized assessment, simply divide the assessment by the municipality’s equalization ratio (assessment ÷ ratio). Because a property’s market value is a crucial issue, **taxpayers must have an opinion of the market value estimate. Obtaining an appraisal or presenting sales of comparable properties can show this value estimate.**



Sigma Beta Fraternity, 26 Madbury Road, Durham, NH

REASON FOR APPEAL: The taxpayer has appealed their assessment of \$2,158,800 for tax years 2019 & 2020. Due to the lack of supporting documentation, the appeals for TY 2019 & 2020 were denied at the local level and subsequently appealed to the NH Board of Tax and Land Appeals (Docket #'s 29885-19PT & 30304-20PT).

Sigma Beta applied for an abatement of property taxes because according to their representative, Mr. Chris Snow of Property Tax Advisors, Inc. "the subject property suffers from functional obsolescence due to its dated layout which limits the market appeal. As a result, the vacancy rate is much higher than usual with student housing. The operating income doesn't support the assessed value".

ASSESSOR'S COMMENTS: Sigma Beta Alumni Association is a local, NH based fraternity with no national affiliation. The subject property is a 41 bed, 7,068+/- sf fraternity constructed circa 1930 and is comprised of one studio apartment for the house parent, fifteen double room occupancy bedrooms, two single occupancy bedrooms and two quad occupancy bedrooms. There are 3 common bathrooms with 28 plumbing fixtures. In 2010, the property was extensively renovated under RSA 79-E that included interior renovations and constructing a new exterior stair tower.

Recent information provided by Mr. Steve Davis; Chair of Finance Committee for Sigma Beta revealed that the fraternity is experiencing a 29% vacancy rate. Several factors attribute to this high vacancy (ie) students don't want to share bedrooms; upper classmen prefer living in an apartment; lower than average fraternity enrollment; occupancy is down due to COVID.

RECOMMENDATION: Based in this information and three recent BTLA decisions regarding the assessments of fraternities in Durham, I recommend applying 15% functional depreciation due to the high vacancy rate, reducing the assessment from \$2,158,800 to \$1,880,300 and granting the abatement request for the assessed value difference of \$278,500 to settle these appeals. This calculates to an abatement of **\$16,868.29** including interest. Since the taxes have not been paid for 2021, the abatement will be a credit towards their 2021 property taxes.

If you have any questions regarding this information, please don't hesitate to contact me.

Sigma Beta Alumni Association - Abatement w/Interest

Year	Assessment	Revised Assessment	Difference	Tax rate (half year)	Total Tax Rate	Abatement Amount	Date Received	Date Repaid	Interest Due	Total to be Refunded	Total Refund Per Year
2019	\$2,158,800	\$1,880,300	\$278,500	\$13.40	\$27.43	\$3,731.90	8/26/2019	2/21/2022	\$566.00	\$4,297.90	\$8,709.96
2019	\$2,158,800	\$1,880,300	\$278,500	\$14.03		\$3,907.36	1/8/2020	2/21/2022	\$504.70	\$4,412.06	
2020	\$2,158,800	\$1,880,300	\$278,500	\$13.72	\$27.73	\$3,821.02	8/26/2020	2/21/2022	\$346.44	\$4,167.46	\$8,158.33
2020	\$2,158,800	\$1,880,300	\$278,500	\$14.01		\$3,901.79	10/7/2021	2/21/2022	\$89.09	\$3,990.88	
						\$15,362.06			\$1,506.23	\$16,868.29	\$16,868.29



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824

Tel: 603-868-5571

Fax: 603-868-1858

www.ci.durham.nh.us

AGENDA ITEM:

#11A

DATE: **February 21, 2022**

COUNCIL COMMUNICATION

INITIATED BY:

Emily Friedrichs, 18 Garden Lane

AGENDA ITEM:

SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE PLANNING BOARD CHAIR, APPOINT EMILY FRIEDRICHS, 18 GARDEN LANE, TO FILL THE UNEXPIRED ALTERNATE MEMBER TERM OF RAYMOND PHILPOT ON THE PLANNING BOARD?

CC PREPARED BY:

Todd I. Selig, Administrator

PRESENTED BY:

Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's information and consideration is an application for board appointment submitted by Emily Friedrichs, 18 Garden Lane, requesting appointment to the Planning Board. There is currently one three-year alternate member vacancy on the board with an expiration of April 30, 2023, formerly held by Raymond Philpot. Mr. Philpot resigned from the board on November 17, 2021.

Ms. Friedrichs has attended at least one meeting of the Planning Board and has spoken with board Chair, Paul Rasmussen. Attached for the Council's information is Chair Rasmussen's endorsement of Ms. Friedrichs' appointment.

Ms. Friedrichs will attend Monday night's Council meeting relative to her request for appointment.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Planning Board Chair, appoint Emily Friedrichs to fill the unexpired 3-year alternate member term of Raymond Philpot, with a term expiration of April 30, 2023.



Town of Durham

8 Newmarket Road
Durham, NH 03824-2898
Tel: 603/868-5571
Fax 603/868-1858
jberry@ci.durham.nh.us

Application for Board Appointment

Type of Appointment and Position Desired (Please select only one):

New appointment/regular member ☐ New appointment/alternate member ☒
Reappointment/regular member ☐ Reappointment/alternate member ☐

Name: Emily Friedrichs

Date: 2/9/22

Address: 18 Garden Ln

E-Mail Address: emilyfriedrichs@gmail.com

Telephone: 603-706-8174

Board/Commission/Committee to which you are interested in being appointed. (Please list in order of preference, if interested in more than one appointment).

1. Planning Board

NOTE: New applicants are asked to attend AT LEAST ONE meeting, as well as to meet separately with the Chair(s) of the committee(s) to which they are applying, prior to submitting an application for appointment.

Circle one: **I have / have not** attended a meeting(s) of the committee(s) listed above.

Circle one: **I have / have not** met with the chairperson of the committee(s) listed above.

Are you willing to attend ongoing educational sessions offered by the New Hampshire Municipal Association, Strafford Regional Planning Commission, et al, and otherwise develop skills and knowledge relevant to your work on the board/committee?

Yes

Please provide a brief explanation for your interest in appointment to a particular board, commission or committee:

I'm excited to join the planning board because I believe that places and spaces are a big influence in building community. My mother was an architect in Exeter and growing up I accompanied her to look at all the new projects in the area, and she taught me to use her drafting software. I'm the sort of person who goes on architectural tours and checks out new public projects for fun, even water treatment plants or recycling centers. My brother is a town planner in RI and has sparked my interest in these issues as well.

Please provide brief background information about yourself:

I grew up in Exeter and was active in town politics as a young person, speaking during public sessions and encouraging residents to register to vote. My aunts, whom I'm very close to, served in the government of Oak Bluffs, MA as Parks & Recreation Director and Town Selectperson for 9 years respectively; I volunteered on several of their town projects and learned about serving in town government from them. I recently moved to Durham with my spouse, Aldo, and we are excited to participate in and be of service to our new community.

Please provide below the names and telephone numbers of up to three personal references:

Name: Jeannie Allen
Name: Penny Vernet
Name: Ton Zwan

Telephone:
Telephone: 603 772 7957
Telephone:



Thank you for your interest in serving the Town. Please return this application, along with a resume, if available, to: Town Administrator, 15 Newmarket Road, Durham, NH 03824.

Please find my resume on LinkedIn <https://www.linkedin.com/in/emilyfriedrichs/>

From: [Paul](#)
To: [Jen Berry](#)
Subject: Planning Board alternate application Friedrichs
Date: Wednesday, February 09, 2022 3:38:33 PM
Attachments: [pnrasmus.vcf](#)

To the Town Council:

I have spoken with Emily Friedrichs regarding her placement as a member of the Planning Board. She appears enthusiastic in taking on the role and yet cautious of the learning curve involved. This suggests to me that she has given it some thought and won't be completely blind-sided by the commitment she is asking to take on.

Paul Rasmussen



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824

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www.ci.durham.nh.us

AGENDA ITEM:

#11B

DATE: **February 21, 2022**

COUNCIL COMMUNICATION

INITIATED BY:

Al Howland & Sally Tobias, Councilors

AGENDA ITEM:

SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, APPOINT AL HOWLAND AS AN ADDITIONAL CITIZEN AT-LARGE MEMBER TO THE HOUSING TASK FORCE AND APPOINT COUNCILOR SALLY TOBIAS TO REPLACE HIM AS THE COUNCIL REPRESENTATIVE?

CC PREPARED BY:

Jennie Berry, Administrative Assistant

PRESENTED BY:

Gail E. Jablonski, Acting Administrator

AGENDA DESCRIPTION:

Before being "sunsetting" in September 2021, the Economic Development Committee (EDC) formed a subcommittee, the "Durham Housing Subcommittee" whose membership consisted of the following:

- 1 Town Council member: Al Howland
- 1 Planning Board member: Heather Grant
- 1 EDC member: Sally Tobias
- 1 SRPC member: Vacant
- 4 citizen at-Large members: Tom Elliott, Richard England, Charlotte Hitchcock, Mimi Kell

After the EDC was dissolved, the Council voted to keep the subcommittee and rename it the "Housing Task Force" to remain as a temporary task force for a period of one (1) year until October 1, 2023 and to keep the same members that were appointed to the original subcommittee.

Councilor Howland has decided not to run for his upcoming Council seat vacancy in March but has requested that he be able to remain on the Housing Task Force.

At this time, it is recommended that the Town Council rescind the former EDC representative position and add an additional citizen at-Large position to increase the citizen membership to five (5).

Re: Appt. Al Howland to Housing Task Force & Sally Tobias as Council Representative

It is further recommended that the Town Council appoint Al Howland to the newly added citizen at-Large position and appoint Councilor Sally Tobias to take his place as the Council representative.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, appoint Al Howland as an additional citizen at-Large member to the Housing Task Force and appoint Councilor Sally Tobias to replace him as the Council representative.



TOWN OF DURHAM
8 NEWMARKET ROAD
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AGENDA ITEM:

12A

DATE: **February 21, 2022**

COUNCIL COMMUNICATION

INITIATED BY: Gail Jablonski, Business Manager

AGENDA ITEM: **END OF YEAR FINANCIAL REPORT THROUGH DECEMBER 31, 2021**

CC PREPARED BY: Gail Jablonski, Business Manager

PRESENTED BY: Gail Jablonski, Business Manager

AGENDA DESCRIPTION:

In compliance with section 5.6 of the Durham Town Charter attached for your review and consideration is a financial report for 2021 through December 31, 2021. General Fund information is broken down by function which may be helpful for your analysis and for the purpose of discussion at the Town Council Meeting. Revenue and expense reports for all other funds are presented in summary format. You will note on the report the last column indicates the Percent Collected/Expended as of December 31, 2020 for year-to-year comparison purposes.

LEGAL AUTHORITY:

Durham Town Charter Section 5.6

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The Town's unaudited expenditures for 2021 show a total \$16,430,988 or 96.9% of the total approved budget amount of \$16,963,700 was expended. To compare, the amount expended for 2020 was 96.9%.

REVENUES

The revenues exceeded the budgeted projections in several areas as outlined below and we are estimating additional revenues over the projections in the amount of \$488,000.



- Town Clerk Permit Fees
- State of NH Meals and Room Tax
- NH Grants (reimbursement for Fire Personnel working at vaccine sites)
- Recreation Fees
- Health Insurance Reimbursements
- Transfers in from the Parking and Depot Road Fund

EXPENDITURES

Although the bottom line of the budget has not been overspent there were a few areas where you will notice overages. These are explained below.

Assessing - Additional consultants were required for the Goss and Xemed abatement appeals.

Legal - Attorney Fees - Time was spent on several large abatement cases such as Goss, Xemed and Fraternities/Sororities. In addition, legal fees were spent on negotiating the Atlantic Broadband Contract.

Planning Board - The Planning Board required hiring of several consultants for larger projects such as the Mill Plaza.

DCAT - Funds were spent to upgrade the video and microphone system in the Town Council chambers as well as converting the first floor office used by the Economic Development Director back to a conference room.

MIS - Communication cost increases were seen from vendors such as Comcast and FirstLight.

Public Works - Use of Donations - This account was used to replace the Pettee Brook Bridge and drilling a well at The Meadows for a community garden. All of these costs were offset with donations.

Sanitation - There is an employee currently out on extended worker's compensation which has caused the department to use large amounts of overtime to cover the Solid Waste Management Facility during open hours. In addition, there were some unanticipated equipment repairs to one of the vehicles, as well as an increase in tipping fees.

Direct Assistance - Welfare - The need for assistance was greater this year.

Conservation - Additional funds were spent during the beginning of the year when Ellen Snyder and Tom Brightman were working together transferring duties for the Land Stewardship Coordinator.

FY2021 Budget/Estimated General Fund - UNAUDITED January 1 - December 31, 2021					FY 2020
PROPERTY TAXES/ABATEMENTS/CREDITS	Estimated Revenue FY2021	Revenues Ending 12/31/21	Revenues Under (Over) 2021	Percent Collected 12/31/21	Percent Collected 12/31/20
Property Taxes	\$9,750,950	\$9,655,839	\$95,111	99.0%	100.0%
Payment in Lieu of Taxes	\$738,700	\$760,659	(\$21,959)	103.0%	101.2%
Abatements	(\$835,223)	(\$835,206)	(\$17)	100.0%	101.4%
Veteran Service Credits	(\$125,000)	(\$122,500)	(\$2,500)	98.0%	100.0%
REVENUES	Estimated Revenue FY2021	Revenues Ending 12/31/21	Revenues Under (Over) 2021	Percent Collected 12/31/21	Percent Collected 12/31/20
Interest and Penalties on Delinquent Taxes	50,000	51,269	(1,269)	102.5%	119.1%
Permit Fees	1,431,600	1,508,779	(77,179)	105.4%	101.7%
State/Federal Revenues	1,090,000	1,550,074	(460,074)	142.2%	145.6%
Intergovernmental Revenues (ORCSD-SRO)	82,300	82,300	0	100.0%	100.0%
UNH - Shared Services, School, Fire & Debt Service	2,480,450	2,497,892	(17,442)	100.7%	99.0%
Departmental Income	358,300	420,254	(61,954)	117.3%	95.6%
Fire and Police Special Details	286,000	159,749	126,251	55.9%	72.4%
Miscellaneous Revenue	665,400	957,481	(292,081)	143.9%	129.0%
Fund Balance	990,223	695,000	295,223	0.0%	0.0%
Total General Fund Revenues	7,434,273	7,922,798	(488,525)	106.6%	102.2%
EXPENDITURES	Council Budget FY2021	Expended Through 12/31/21	Expenditure s Under (Over) 2021	Percent Expended 12/31/21	Percent Expended 12/31/20
GENERAL GOVERNMENT					
Town Council	\$164,500	\$32,807	\$131,693	19.9%	27.1%
Town Treasurer	\$6,000	\$6,050	(\$50)	100.8%	101.2%
Town Administrator	\$403,900	\$401,870	\$2,030	99.5%	97.9%
Elections	\$12,400	\$12,237	\$163	98.7%	110.0%
Tax Collector/Town Clerk	\$286,550	\$290,834	(\$4,284)	101.5%	104.2%
Accounting	\$363,500	\$359,953	\$3,547	99.0%	100.3%
Assessing	\$242,650	\$252,398	(\$9,748)	104.0%	98.6%
Legal - Attorney Fees	\$75,000	\$125,042	(\$50,042)	166.7%	68.9%
Legal - Eversource Settlement (Great Bay Study)	\$175,000	\$175,000	\$0	100.0%	100.0%
Planning	\$184,200	\$185,325	(\$1,125)	100.6%	92.0%
Economic Development	\$39,300	\$27,734	\$11,566	70.6%	85.2%
Boards/Commissions/Committees	\$57,850	\$88,678	(\$30,828)	153.3%	121.2%
DCAT	\$105,050	\$119,483	(\$14,433)	113.7%	96.0%
GIS	\$65,900	\$42,726	\$23,174	64.8%	0.60%
MIS	\$309,600	\$316,807	(\$7,207)	102.3%	101.2%
Building Inspection	\$255,600	\$207,932	\$47,668	81.4%	78.5%
Emergency Management	\$1,000	\$1,857	(\$857)	185.7%	97.3%
Other General Government	\$276,800	\$238,387	\$38,413	86.1%	26593.1%
General Government Total	\$3,024,800	\$2,885,120	\$139,680	95.4%	100.4%

Council Communication, 02/21/22 – Page 5
Financial Report through December 31, 2021

EXPENDITURES	Council Budget FY2021	Expended Through 12/31/21	Expenditures Under (Over) 2021	Percent Expended 12/31/21	Percent Expended 12/31/20
PUBLIC SAFETY					
Police Department	\$3,057,100	\$2,945,654	\$111,446	96.4%	91.5%
Police Department Special Details	\$189,100	\$85,849	\$103,251	45.4%	92.8%
Fire Department	\$4,407,850	\$4,355,367	\$52,483	98.8%	96.4%
Fire Department Special Details	\$40,000	\$22,500	\$17,500	56.3%	37.1%
Communication Center	\$19,700	\$18,700	\$1,000	94.9%	98.4%
Ambulance Services	\$37,600	\$37,560	\$40	99.9%	100.0%
Public Safety Total	\$7,751,350	\$7,465,630	\$285,720	96.3%	94.0%
PUBLIC WORKS					
Administration	\$390,550	\$350,498	\$40,052	89.7%	102.5%
Engineer	\$129,200	\$94,870	\$34,330	73.4%	102.1%
Stormwater Permitting	\$3,500	\$3,474	\$26	99.3%	100.0%
Town Buildings	\$283,150	\$279,032	\$4,118	98.5%	100.8%
Town Cemeteries & Trusted Graveyards	\$16,150	\$10,632	\$5,518	65.8%	60.2%
Wagon Hill & Parks & Grounds Maintenance	\$165,900	\$141,789	\$24,111	85.5%	86.3%
Equipment Maintenance	\$238,100	\$222,851	\$15,249	93.6%	101.8%
Roadway Maintenance	\$160,500	\$144,744	\$15,756	90.2%	74.9%
Drainage & Vegetation	\$128,100	\$116,324	\$11,776	90.8%	102.9%
Snow Removal	\$297,400	\$258,499	\$38,901	86.9%	69.0%
Traffic Control	\$135,200	\$110,306	\$24,894	81.6%	93.0%
Bridges & Dams	\$212,350	\$176,917	\$35,433	83.3%	94.0%
Public Works Use of Donations	\$9,000	\$16,774	(\$7,774)	186.4%	0.0%
Public Works Total	\$2,169,100	\$1,926,710	\$242,390	88.8%	92.0%
SANITATION					
Solid Waste Administration	\$154,100	\$169,986	(\$15,886)	110.3%	97.5%
Rolloff Vehicle Operation	\$58,400	\$43,982	\$14,418	75.3%	101.9%
Curbside Collection	\$197,900	\$224,555	(\$26,655)	113.5%	111.6%
Litter Removal	\$25,400	\$25,718	(\$318)	101.3%	82.5%
Recycling	\$190,800	\$162,144	\$28,656	85.0%	95.2%
Solid Waste Management Facility (SWMF)	\$123,000	\$155,640	(\$32,640)	126.5%	114.2%
Sanitation Total	\$749,600	\$782,025	(\$32,425)	104.3%	103.2%
HEALTH & WELFARE					
Health Inspector	\$400	\$0	\$400	0.0%	0.0%
Social Service Agencies	\$12,200	\$11,950	\$250	98.0%	100.0%
Direct Assistance (Welfare)	\$20,000	\$42,740	(\$22,740)	213.7%	136.0%
Health & Welfare Total	\$32,600	\$54,690	(\$22,090)	167.8%	118.2%
CULTURE & RECREATION					
Parks & Recreation Department	\$256,150	\$256,160	(\$10)	100.0%	84.2%
UNH Outdoor Pool and ORYA	\$0	\$0	\$0	0.0%	100.0%
Parks & Recreation Committee	\$1,500	\$0	\$1,500	0.0%	0.0%
Memorial Day	\$500	\$125	\$375	25.0%	12.0%
Conservation	\$36,600	\$42,329	(\$5,729)	115.7%	107.4%
Culture & Recreation Total	\$294,750	\$298,614	(\$3,864)	101.3%	86.1%
EXPENDITURES					
	Council Budget FY2021	Expended Through 12/31/21	Expenditures Under (Over) 2021	Percent Expended 12/31/21	Percent Expended 12/31/20
DEBT SERVICE					
Principal	\$1,388,400	\$1,398,241	(9,841)	100.7%	100.0%
Interest	\$346,900	\$365,353	(18,453)	105.3%	99.9%
Debt Service Charges	\$5,000	\$922	4,078	18.4%	96.5%
Debt Service Total	\$1,740,300	\$1,764,516	(24,216)	101.4%	100.0%
TRANSFERS					
Transfer to Library	\$512,200	\$512,200	0	100.0%	100.0%
Transfer to Capital Project Fund	\$669,000	\$669,000	0	100.0%	100.0%
Transfer to Fire Capital Reserve Fund	\$20,000	\$72,483	(52,483)	362.4%	254.3%
Debt Service Total	\$1,201,200	\$1,253,683	(52,483)	104.4%	108.7%
GENERAL FUND EXPENDITURES UNAUDITED	\$16,963,700	\$16,430,988	532,712	96.9%	96.9%

FY2021 Budget/Estimated Other Funds Summary - UNAUDITED January 1 - December 31, 2021					FY 2020
Water Fund	Estimated FY2021	Ending 12/31/21	Under (Over) 2021	Percent as of 12/31/21	Percent as of 12/31/20
Revenues	\$1,190,200	\$1,126,223	\$63,977	94.6%	93.7%
Expenses	\$1,190,200	\$1,123,029	\$67,171	94.4%	93.2%
Sewer Fund	Estimated FY2021	Ending 12/31/21	Under (Over) 2021	Percent as of 12/31/21	Percent as of 12/31/20
Revenues	\$2,876,000	\$3,008,856	(\$132,856)	104.6%	96.1%
Expenses	\$2,876,000	\$2,716,945	\$159,055	94.5%	89.2%
Parking Fund	Estimated FY2021	Ending 12/31/21	Under (Over) 2021	Percent as of 12/31/21	Percent as of 12/31/20
Revenues	\$381,350	\$373,377	\$7,973	97.9%	49.2%
Expenses	\$381,350	\$373,377	\$7,973	97.9%	48.6%
Depot Road Fund	Estimated FY2021	Ending 12/31/21	Under (Over) 2021	Percent as of 12/31/21	Percent as of 12/31/20
Revenues	\$103,000	\$124,680	(\$21,680)	121.0%	79.0%
Expenses	\$103,000	\$114,069	(\$11,069)	110.7%	73.0%
Churchill Rink Fund	Estimated FY2021	Ending 12/31/21	Under (Over) 2021	Percent as of 12/31/21	Percent as of 12/31/20
Revenues	\$285,400	\$301,826	(\$16,426)	105.8%	61.1%
Expenses	\$285,400	\$235,393	\$50,007	82.5%	72.0%
Library Fund	Estimated FY2021	Ending 12/31/21	Under (Over) 2021	Percent as of 12/31/21	Percent as of 12/31/20
Revenues	\$532,200	\$540,073	(\$7,873)	101.5%	97.6%
Expenses	\$532,200	\$540,073	(\$7,873)	101.5%	97.6%



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AGENDA ITEM:

#12B

DATE: February 21, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Durham Town Council

AGENDA ITEM:

UNH MOORE FIELDS – ANTON BEKKERMAN, UNH
ASSOCIATE DEAN COLSA-DIRECTOR NEW HAMPSHIRE
AGRICULTURAL EXPERIMENT STATION (NHAES) AND
THERESA WALKER, CHAIR, AGRICULTURAL COMMISSION

CC PREPARED BY:

Jennie Berry, Administrative Assistant

PRESENTED BY:

Dr. Anton Bekkerman, UNH, NHAES
Ag Commission Chair Theresa Walker

AGENDA DESCRIPTION:

Anton Bekkerman, UNH Associate Dean COLSA-Director NHAES and Theresa Walker, Chair, Agricultural Commission, have been invited to attend Monday night's Council meeting to give a presentation on the UNH Moore Fields.

Created in 1887, the Station has a rich history of contributing to the integrated missions of the New Hampshire land-grant university system: developing innovative and impactful scientific discoveries, supporting transformational training for the next generation of scientists and New Hampshire workforce, and engaging with our diverse stakeholders to share knowledge and learn about emerging issues.

Attached for the Council's review is information provided by Dr. Bekkerman with regard to the Station and the UNH Moore Fields.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action is required. Receive presentation provided by Dr. Anton Bekkerman and Durham Agricultural Commission Chair Theresa Walker with respect to the UNH Moore Fields.



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13A

AGENDA ITEM:

DATE: February 21, 2022

COUNCIL COMMUNICATION

INITIATED BY: Durham Police

AGENDA ITEM: PUBLIC HEARING AND ACTION ON ORDINANCE #2022-01
AMENDING CHAPTER 153 "VEHICLES AND TRAFFIC", SECTION
153-30 "BUSINESS PERMIT PARKING AREAS" OF THE DURHAM
TOWN CODE TO ADD 66 MAIN STREET PARKING LOT AND TO
UPDATE INFORMATION WHERE NEEDED WITHIN THE SECTION

CC PREPARED BY: David Holmstock, Deputy Police Chief

PRESENTED BY: David Holmstock, Deputy Police Chief

AGENDA DESCRIPTION:

On May 3, 2021, the Durham Town Council authorized the purchase of the 1.18-acre lot located at 66 Main Street from the University of New Hampshire for a sum of \$2,045,000 and further authorized the Administrator to sign all associated documents necessary to effectuate said acquisition of the 66 Main Street property and bring the matter to closure.

A municipal parking lot has since been constructed at 66 Main Street with the intention of devoting some of the parking spaces to downtown business owners and their employees. The attached draft ordinance will amend Chapter 153 "Vehicle and Traffic", Section 153-30 "Business Permit Parking Areas" of the Durham Town Code to include the 66 Main Street parking lot. In addition, Parking Enforcement Officer Sandra Hebert identified some issues regarding some of the current language within this section. In addition, Garrison Avenue Extension was not listed, so has been included. The south metered lot is the only business permit approved lot, and that one actually has no meters, so it is now just noted as the "south permit lot".

On February 7, 2022, the Town Council moved Ordinance #2022-01 on First Reading and scheduled a public hearing for its meeting on Monday, February 21, 2022. A notice of Public Hearing regarding this ordinance was published in the

Foster's/Seacoast News on Thursday, February 10, 2021 and was posted at the Town Hall, Durham Public Library, and Public Works Department.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby OPEN the Public Hearing on Ordinance #2022-01 amending Chapter 153 "Vehicles and Traffic", Section 153-30 "Business Permit Parking Areas" of the Durham Town Code to add 66 Main Street Parking Lot and to update information where needed within the section.

MOTION 2:

The Durham Town Council does hereby CLOSE the Public Hearing on Ordinance #2022-01 amending Chapter 153 "Vehicles and Traffic", Section 153-30 "Business Permit Parking Areas" of the Durham Town Code to add 66 Main Street Parking Lot and to update information where needed within the section.

MOTION 3:

The Durham Town Council does hereby ADOPT (as presented/as amended) Ordinance #2022-01 amending Chapter 153 "Vehicles and Traffic", Section 153-30 "Business Permit Parking Areas" of the Durham Town Code to add 66 Main Street Parking Lot and to update information where needed within the section.

ORDINANCE #2022-01 OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 153 "VEHICLES AND TRAFFIC", SECTION 153-30 "BUSINESS PERMIT PARKING AREAS" OF THE DURHAM TOWN CODE TO INCLUDE 66 MAIN STREET PARKING LOT AND MAKE UPDATES WHERE NEEDED WITHIN THE SECTION

WHEREAS, on May 3, 2021, the Town Council approved the purchase of the 1.18 acre lot located at 66 Main Street from the University of New Hampshire for a sum of \$2,045,000 and further authorized the Administrator to sign all associated documents necessary to effectuate said acquisition of the 66 Main Street property and bring the matter to closure; and

WHEREAS, the Town desires to utilize 66 Main Street for business parking at this time; and

WHEREAS, the development of the parking lot allows for additional customer parking in the Central Business District; and

WHEREAS, there is a need for business owner and employee parking in the downtown area.

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby adopt **ADOPT Ordinance #2022-01** and does hereby amend Chapter 153 "Vehicles and Traffic", Section 153-30 "Business Parking Areas", to include 66 Main Street Parking Lot. Wording to be omitted is annotated with ~~strikeout~~ type. New wording is annotated with underscoring.

153-30. Business Permit Parking Areas

Business Parking Permits are sold to businesses that require parking in the downtown area for their employees. The permit shall only be used at times when the user is at the business that purchased the permit. The procedures are regulated by the Durham Police with approval of the Town Administrator.

An employee of a Durham business establishment that has purchased a current year parking permit from the town, shall be allowed to park in designated parking spots at the following locations unless otherwise restricted by the type of business permit:

Name of Street	Side	Location
<u>66 Main Street Parking Lot</u>	<u>N/A</u>	<u>Between Pettee Brook Lane and Main Street</u>
Cowell Drive	North	Intersection of Madbury Rd to the driveway of the St. Thomas More Rectory
Madbury Road	West	Intersection of Mathes Terrace to Garrison Avenue
Pettee Brook Lane parking lots	North /South	The metered north <u>south permit lot</u>
Strafford Avenue	North	Intersection of Garrison Avenue to the UNH Meter Parking Zone
Garrison Avenue	South	Intersection of Rosemary Lane to Madbury Road
<u>Garrison Avenue Extension</u>	<u>North</u>	<u>From Madbury Road to Dennison Avenue</u>

PASSED AND ADOPTED this ____ day of February, 2022 by a majority vote of the Durham Town Council with ____affirmative votes, ____negative votes, and ____ abstentions.

Katherine Marple, Chair
Durham Town Council

ATTEST:

Lorrie Pitt, Town Clerk-Tax Collector



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AGENDA ITEM: # 13B

DATE: February 21, 2022

COUNCIL COMMUNICATION

INITIATED BY: Conservation Commission and Michael Behrendt, Town Planner

AGENDA ITEM: PUBLIC HEARING AND ACTION FOR THE TOWN OF DURHAM TO ACCEPT, UPON RECOMMENDATION OF THE DURHAM CONSERVATION COMMISSION AND ADMINISTRATOR, OWNERSHIP OF THE APPROXIMATELY 36.16-ACRE PIKE CONSERVATION PROPERTY (MAP 14, LOT 10-2) SUBJECT TO A CONSERVATION EASEMENT HELD BY SELT, AND AUTHORIZE THE ADMINISTRATOR TO EXECUTE A PURCHASE AND SALE AGREEMENT AND TAKE STEPS NECESSARY TO BRING THE TRANSACTION TO CLOSURE

CC PREPARED BY: Michael Behrendt

PRESENTED BY: Michael Behrendt and Duane Hyde, Land Conservation Director of the Southeast Land Trust

AGENDA DESCRIPTION:

Consideration of proposal to convey the Pike Property to the Town of Durham as conservation land. The 36-acre parcel at 279 Packers Falls Road would be subdivided from a slightly larger parcel, Map 14, Lot 10-2. The property, situated near the juncture of Packers Falls Road and Wednesday Hill Road, is owned by the Pike Family Revocable Trust, c/o Bonnie Pike.

BACKGROUND

Duane Hyde, Land Conservation Director of the Southeast Land Trust (SELT) has been working with the property owner, several funders, and the Town of Durham on this project. See the attached document provided by Mr. Hyde.

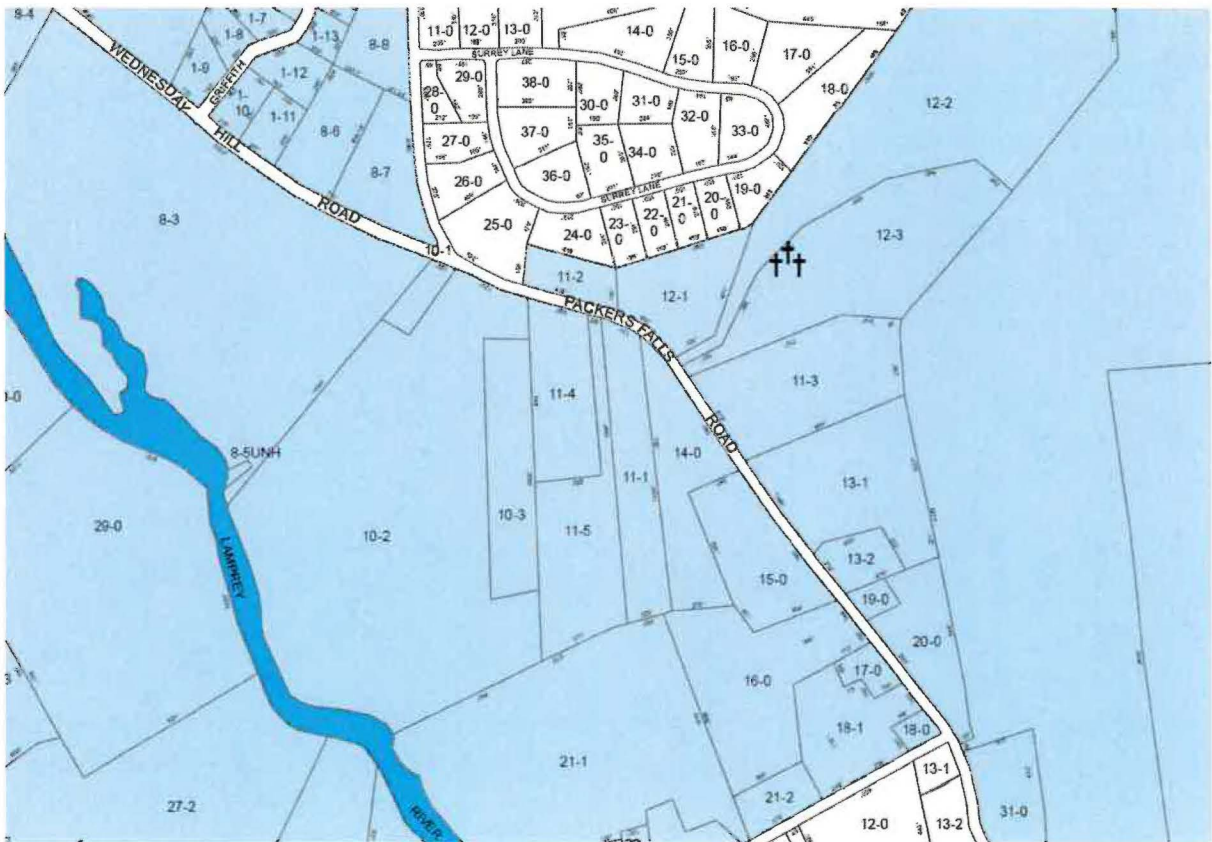
The proposed conservation land to consist of just over 36 acres would be subdivided from a slightly larger parcel (The subdivision application is being presented to the Planning Board on February 9; that application also includes a lot line adjustment between the subject lot, Map14, Lot 10-2 and an adjacent lot also owned by Bonnie Pike). A variance is also needed because with the new conservation lot, the existing house on the residual lot would not meet the required side setback (The variance application is being presented to the Zoning Board of Adjustment on February 8).



The conservation land would then be acquired from the Pike Family Revocable Trust and conveyed to the Town. A conservation easement would be held by SELT so that the land remains in conservation in perpetuity. The small residual lot would be sold by SELT on the open market.

The Conservation Commission voted on January 24 to allocate \$35,000 from the Town's Conservation Fund toward acquisition of the land, provided that the property is acquired by the Town. The remainder would be paid by contributions from various funders. The commission also voted to recommend that the Town Council accept the property as conservation land. The Town's *Guidelines for Acquiring Legal Interest in Conservation/Open Space Land* (attached) require the Town Council to hold a public hearing prior to acquiring the property.

This map shows the subject property. Lot 10-2 will be subdivided into two lots as mentioned above (The lot line adjustment includes Lot 10-2 and Lot 10-3 which is the owner's residence). The subject property is situated just to the east of Thompson Forest, Lot 8-3, conservation land that is also owned by the Town of Durham. More detailed drawings, extensive background information, and the proposed budget are included in the attached information provided by Duane Hyde.



On February 7, 2022, the Town Council received a presentation from Mr. Hyde regarding this proposal and subsequently scheduled a Public Hearing on the matter for its February 21, 2022 meeting in accordance with the Town of Durham, NH Guidelines for Acquiring Legal Interest in Conservation/Open Space Land.

A notice of Public Hearing regarding this proposal was published in the Foster's/Seacoast News on Thursday, February 10, 2021 and was posted at the Town Hall, Durham Public Library, and Public Works Department.

LEGAL AUTHORITY:

The Town's Guidelines for Acquiring Legal Interest in Conservation/Open Space Land and the Town's authority to acquire property for the public interest.

LEGAL OPINION:

The Town Attorney will be involved in preparing documentation should the Town acquire the property.

FINANCIAL DETAILS:

The Conservation Commission voted to allocate \$35,000 from the Town's Conservation Fund toward acquisition of the property. The remainder will be provided by various funding sources. There will be additional future expenses for the Town for the maintenance of the property.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby, in accordance with the Town of Durham, NH Guidelines for Acquiring Legal Interest in Conservation/Open Space Land Originally Adopted by Town Council on May 3, 2004 (last revised by Town Council on July 12, 2021), OPEN the public hearing regarding the proposal for the Town to accept the Pike Property, a 36-acre parcel at 279 Packers Falls Road owned by the Pike Family Revocable Trust.

MOTION 2:

The Durham Town Council does hereby, in accordance with the Town of Durham, NH Guidelines for Acquiring Legal Interest in Conservation/Open Space Land Originally Adopted by Town Council on May 3, 2004 (last revised by Town Council on July 12, 2021), CLOSE the public hearing regarding the proposal for the Town to accept the Pike Property, a 36-acre parcel at 279 Packers Falls Road owned by the Pike Family Revocable Trust.

MOTION 3:

The Durham Town Council does hereby, in accordance with the Town of Durham, NH Guidelines for Acquiring Legal Interest in Conservation/Open Space Land Originally Adopted by Town Council on May 3, 2004 (last revised by Town Council on July 12, 2021), APPROVE the proposal for the Town to accept the Pike Property, a 36-acre parcel at 279 Packers Falls Road owned by the Pike Family Revocable Trust. The parcel will be subdivided from a slightly larger parcel, Map 14, Lot 10-2 and then placed into conservation. No additional Town funds are needed to acquire the property beyond \$35,000 allocated by the Conservation Commission from the Town's Conservation Fund.

MEMORANDUM

TO: Durham Conservation Commission

From: Duane Hyde, Land Conservation Director, SELT

DATE: January 19, 2022

RE: Public Hearing on Request for Town Ownership and Funding – Pike Property

Please refer to my August 13, 2021 and November 19, 2021 memos (attached) to the Conservation Commission with regard to the Pike property and the Conservation Commission's meeting minutes for the background and prior discussion about this project which I have not repeated in this memorandum. The August memorandum includes an extensive list of conservation/natural resource features of the property, and the November memorandum includes information on the project structure, funding, budget and proposed conservation easement requirements. Note that per the boundary survey further described below, the acreage of the Pike conservation project is 36.16-acres. The prior memos relied on an estimated 37.4 acres.

Requested Action by the Conservation Commission

- Recommendation to the Town Council that it accept the ownership of the approximately 36.16-Pike conservation property subject to a conservation easement held by the Southeast Land Trust of New Hampshire
- Request to commit funding in the amount of \$35,000 from the Durham Conservation Fund toward the Pike conservation project costs

Updates Since November Conservation Commission

- Site Walk: Conservation Commission held a site walk of the Pike property on December 14, 2021.
- Budget: The Budget remains the same as included in the attached November 19, 2021 memorandum.
- Aquatic Resource Mitigation Program (ARM) Funding Conditions: As explained during the site walk, SELT had some success with the ARM program who's \$220,000 funding award was conditions that there be a permanent restriction that no trails be constructed on the property. SELT was able to work with the NHDES which administers the ARM program to agree to a provision whereby the intent is not to have trails but allows the Town to make a request to NHDES and the Army Corps of Engineers for permission to install a trail and the process to do this.
- Subdivision, Lot Line Adjustment and Variance: The boundary survey and subdivision/lot line adjustment plans have been prepared and the application to the Durham Planning Board for approval are scheduled to be submitted as of the date of this memorandum so that the application and plans can be "accepted" by the Planning Board at its February 9th meeting. A draft of the subdivision plan is attached for your reference. The proposed subdivision plan results in the house located at 279 Packers Falls Road being on a 3.45-acre lot and the property proposed to be transferred to the Town subject to a conservation easement being 36.16-acres. Unfortunately, we learned that the circa 1800's existing house on the proposed 3.45 -acre lot

does not meet the Zoning Ordinance's 50' side yard setback from the "pipestem" being created for the conservation lot and encroaches by approximately 13 feet. Thus, since the house is proposed to be sold and renovated, we are having to request a Variance from the Zoning Board of Adjustment which we hope to be heard by the ZBA at its February 8th meeting

- **Sale of House:** As previously outlined to the Commission, SELT had to secure a purchase agreement for the entire 39.6-acre Pike property, including the circa 1800's house and buildings at 279 Packers Falls Road. SELT worked with Ms. Pike to list the house with a realtor and the house is under agreement for purchase by a private buyer subject to the Planning Board and ZBA approvals described above.

Due Diligence that SELT will Undertake

As part of its regular conservation project management, SELT undertakes several key due diligence items that it will share with the Conservation Commission and Town Staff. This includes:

1. **Certificate of Title:** A Certificate of Title will be provided to the Town and SELT will secure Title Insurance for its conservation easement and can also secure title insurance for the Town's fee interest assuming the Town would like this insurance.
2. **Phase 1 Environmental Hazard Assessment:** SELT will have a Phase 1 prepared by Exeter Environmental and will share the Phase 1 with the Town.
3. **Boundary Survey:** As indicated above, SELT has had a full boundary survey of the property prepared and will require the surveyor to install all corner monuments shown on the survey plan. SELT will install conservation easement boundary "tin squares" as part of the project.

I look forward to meeting with the Conservation Commission and advancing the requested action items for this excellent project that will further protect one of Durham and UNH's drinking water sources and provide important wildlife habitat and conservation benefits.

PLAN REFERENCES:

- 1.) "LIMITED SUBDIVISION; LAND OF; MARY BURROWS"
BY: G.L. DAVIS & ASSOC.
DATED: MAY, 1975
S.C.R.D. POCKET #15, FOLDER #1, PLAN #33
- 2.) "SUBDIVISION OF PROPERTY OF; MARGUERITE E. CARLISLE"
BY: M.E. JENKINS & SONS
DATED: JANUARY, 1978
S.C.R.D. PLAN #170-59
- 3.) "PROPOSED SUBDIVISION OF LAND; FOR; WILSON PIKE; IN; DURHAM, NEW HAMPSHIRE"
BY: SEACOAST ENGINEERING ASSOCIATES, INC.
DATED: FEBRUARY 20, 1980
S.C.R.D. PLAN #21-20
- 4.) "FINAL SUBDIVISION; PLAN OF LAND; OWNED BY; DUANE C. & DOROTHY J. CARLISLE"
BY: JAMES M. LAVELLE ASSOCIATES
DATED: AUGUST 28, 1990
S.C.R.D. PLAN #38A-83
- 5.) "CONSERVATION EASEMENT PLAN"
BY: AMES MSC
DATED: JUNE 21, 2007
S.C.R.D. PLAN #91-52
- 6.) "CONSERVATION EASEMENT PLAN; TAX MAP 14, LOT 8-3; WEDNESDAY HILL ROAD; DURHAM, NH; OWNER: MURELL G. THOMPSON REV. TRUST; SHIRLEY THOMPSON, TRUSTEE; C/O KIMBERLY LAUGHTON"
BY: ERIC C. MITCHELL & ASSOC., INC.
DATED: DECEMBER 30, 2015
S.C.R.D. PLAN #111-24
- 7.) "LOT LINE REVISION PLAN; FOR: SOUTHEAST LAND TRUST OF NH; LAND OF; PIKE FAMILY REVOCABLE TRUST; PACKERS FALLS ROAD; DURHAM, N.H.; TAX MAP 14, LOTS 10-2 & 10-3"
BY: BERRY SURVEYING & ENGINEERING
DATED: JANUARY 19, 2022
FILE #2021-164
TO BE RECORDED

N/F BOLEY FAMILY REVOCABLE TRUST
10 JUNIPER LANE
DURHAM, NH 03824
TAX MAP 14, LOT 27-2
S.C.R.D. BOOK 4652, PAGE 268

N/F RICHARD S. LYONS
REVOCABLE TRUST AND
VIRGINIA K. LYONS REVOCABLE
TRUST
68 WISWALL ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 27-1
S.C.R.D. BOOK 3668, PAGE 298

N/F TRACEY MADDEN TRUST
40 WISWALL ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 21-1
S.C.R.D. BOOK 4282, PAGE 755

N/F CODY, JAMES
96 WISWALL ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 29-0
S.C.R.D. BOOK 2716, PAGE 664

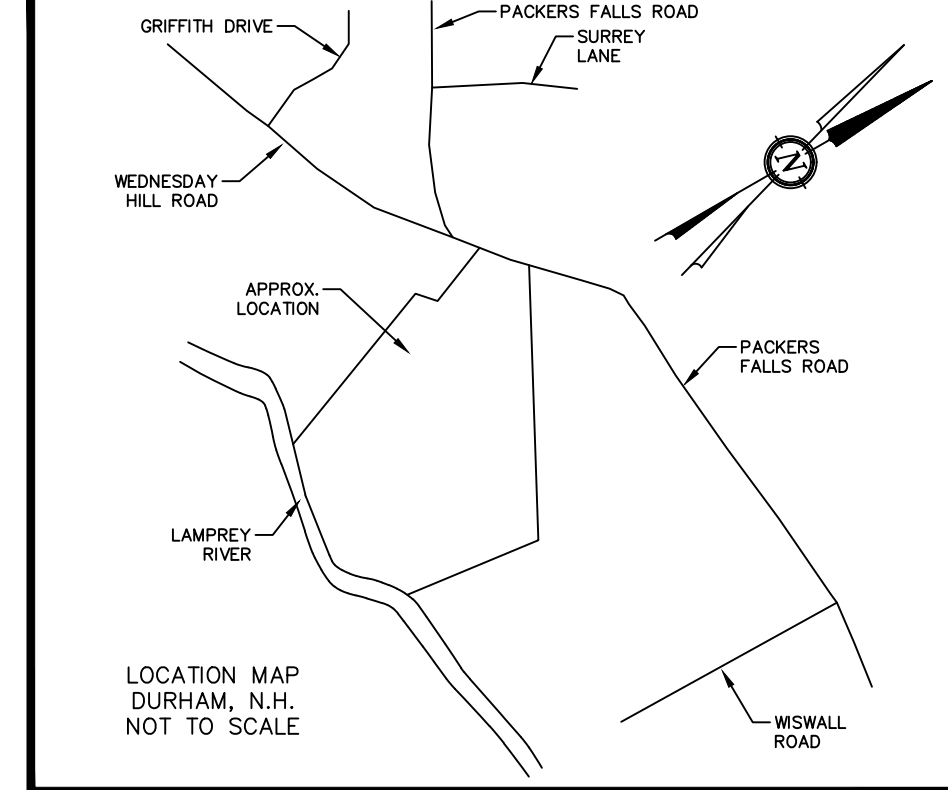
N/F UNIVERSITY OF NH
DURHAM, NH 03824
TAX MAP 14, LOT 8-5UNH

N/F TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 8-3
S.C.R.D. BOOK 4368, PAGE 2016

WEST ENVIRONMENTAL, INC.
MARK WEST, CWS #10

WETLAND NOTE:

- THE WETLAND DELINEATION WAS COMPLETED JANUARY 2021 ACCORDING TO THE FOLLOWING STANDARDS:
1. CORPS OF ENGINEERS WETLAND DELINEATION MANUAL, TECHNICAL REPORT 4-87-1, (JANUARY, 1987)
 2. U.S. ARMY CORPS OF ENGINEERS, REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTHEAST AND NORTHWEST REGION, VERSION 2.0, U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER, 3909 HALLS FERRY ROAD, VICKSBURG, MS 39180-6199, JANUARY 2012, ERDC/EL TR-12-1
 3. COWARDIN, LEWIS M., GOLET, FRANCIS C. AND LAROE, EDWARD T., CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES, USFWS, DEPT. OF THE INTERIOR, WASH. D.C., 1979.
 4. FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES: A GUIDE FOR IDENTIFYING AND DELINEATING HYDRIC SOILS, VERSION 8.1, 2017 (INCLUDING CORRECTIONS TO VERSION 8.0, 2016, ON PAGES 21, 25, AND 34)
 5. NEW ENGLAND HYDRIC SOILS TECHNICAL COMMITTEE, 2017 VERSION 4, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, LOWELL, MA

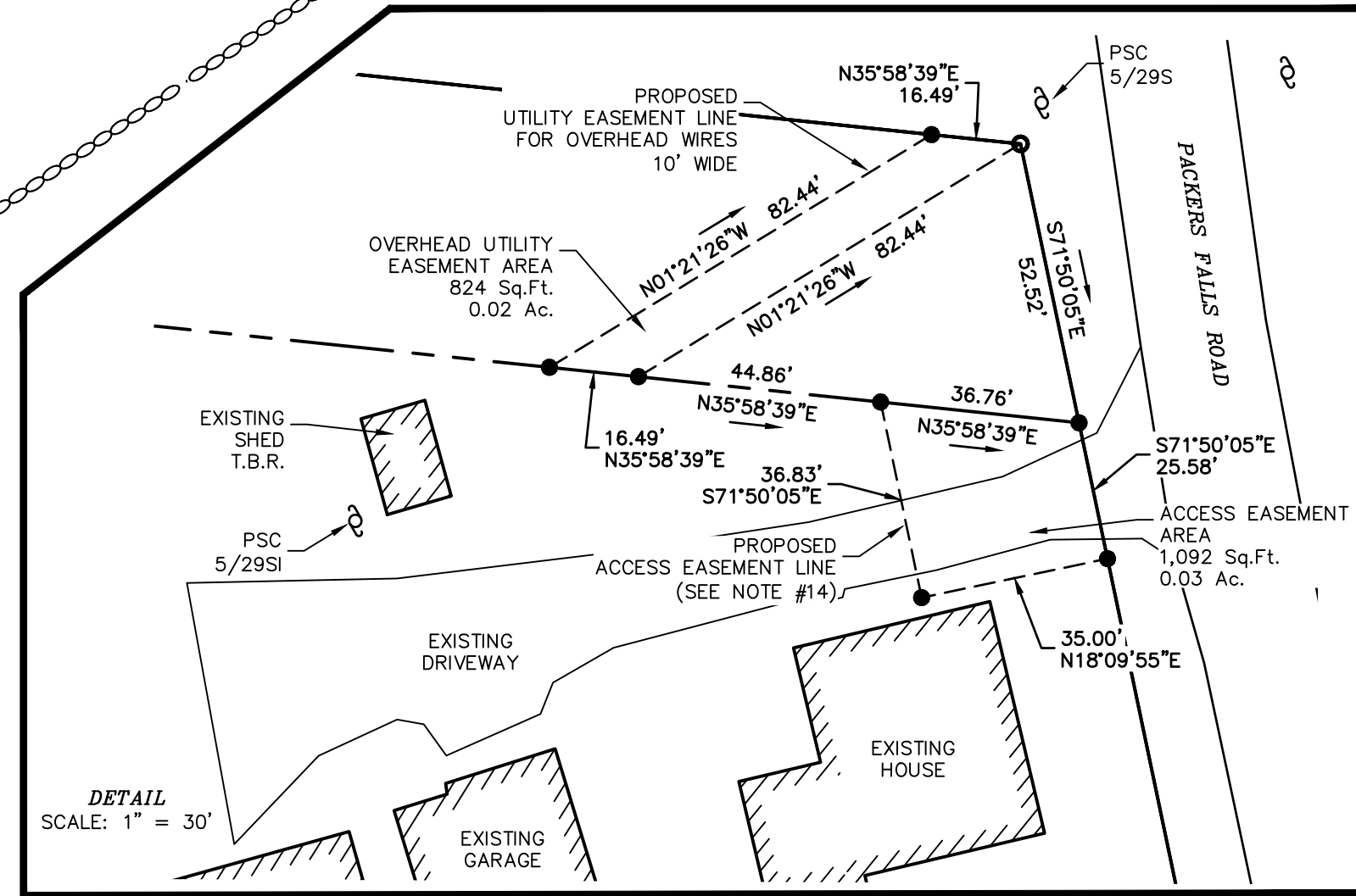


NOTES:

- 1.) OWNER: PIKE FAMILY REVOCABLE TRUST
275 PACKERS FALLS ROAD
DURHAM, NH 03824
- 2.) TAX MAP 14, LOT 10-2
- 3.) LOT AREA: 1,725,439 Sq.Ft.±, 39.61 Ac.±
- 4.) S.C.R.D. BOOK 4931, PAGE 1026
- 5.) THE INTENT OF THIS PLAN IS TO SHOW THE SUBDIVISION OF TAX MAP 14, LOT 10-2 INTO TWO LOTS, UTILIZING THE PORKCHOP LOT ORDINANCE.
- 6.) BOUNDARY LINES BASED ON A TRAVERSE PERFORMED IN 2020 ON THE ENTIRE PARCEL WITH A CLOSURE ERROR OF BETTER THAN 1 PART IN 10,000.
- 7.) ZONING: RURAL
LOT AREA: 150,000 Sq.Ft.
FRONTAGE (TRADITIONAL SUB.) 300'
PORKCHOP LOT FRONTAGE: MIN. 50', AVERAGE 125'
SETBACKS:
FRONT - 30'
SIDE AND REAR - 50'
WETLAND BUFFER - 100'
SEPTIC WETLAND SETBACK - 125'
- 8.) THERE WERE NO CEMETERIES OBSERVED ON THE LOT.
- 9.) NO ENCROACHMENTS WILL RESULT FROM THE SUBDIVISION. THE EXISTING SHED ON THE PARCEL IS TO BE RELOCATED OR REMOVED.
- 10.) FOR MORE INFORMATION ABOUT THIS SUBDIVISION, CONTACT THE DURHAM PLANNING DEPARTMENT AT 603-868-8064. THIS IS A TWO PAGE PLAN SET, WITH SHEET 2 SHOWING TOPOGRAPHY AND ADDITIONAL FEATURES. SHEET 1 IS INTENDED FOR RECORDING.
- 11.) I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, A PORTION OF THIS PARCEL DOES FALL WITHIN THE FLOOD PLAIN FLOOD HAZARD REF.: FEMA COMMUNITY #330146, MAP #33017C0377E, DATED: SEPTEMBER 30, 2015. THIS AREA IS ADJACENT TO THE LAMPREY RIVER. THE HIGHEST FLOOD ELEVATION ON THE PROPERTY IS 64.1.
- 12.) ELECTRIC AND TV/CABLE UTILITIES ARE LOCATED OVERHEAD ON THE UTILITY POLES AS SHOWN.
- 13.) LOT 10-2 WILL BE SUBJECT TO NHDES SUBSURFACE SUBDIVISION APPROVAL, DUE TO THE SIZE BEING LESS THAN 5 Ac.
- 14.) LOT 10-2 AND LOT 10-2A WILL HAVE A JOINT DRIVEWAY LOCATED ON LOT 10-2 IN THE AREA OF THE PROPOSED ACCESS EASEMENT.

N/F WEINER, JAMES AND
LOW, JULIE
1123 SOUTH PARKVIEW DRIVE
COVINA, CA 91724
TAX MAP 14, LOT 11-2

N/F STEINBERG, DAVID & HOLLAND
271 PACKERS FALLS ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 11-4
S.C.R.D. BOOK 4765, PAGE 809



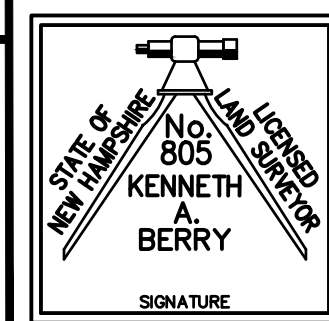
GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

I CERTIFY THAT THIS PLAT EXCEEDS THE
MINIMUM REQUIREMENT FOR ACCURACY AND
COMPLETENESS OF THE STATE OF N.H. AND
OF THE TOWN OF DURHAM - 1:10,000 -
KENNETH A. BERRY LLS 805 DATE



BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT RD.
BARRINGTON, N.H. (603)332-2863
SCALE : 1 IN. EQUALS 100 FT.
DATE : JANUARY 19, 2022
FILE NO. : DB 2021 - 164

DURHAM

APPROVED

PLANNING BOARD

SIGNATURE

TITLE

DATE

SOIL DATA:

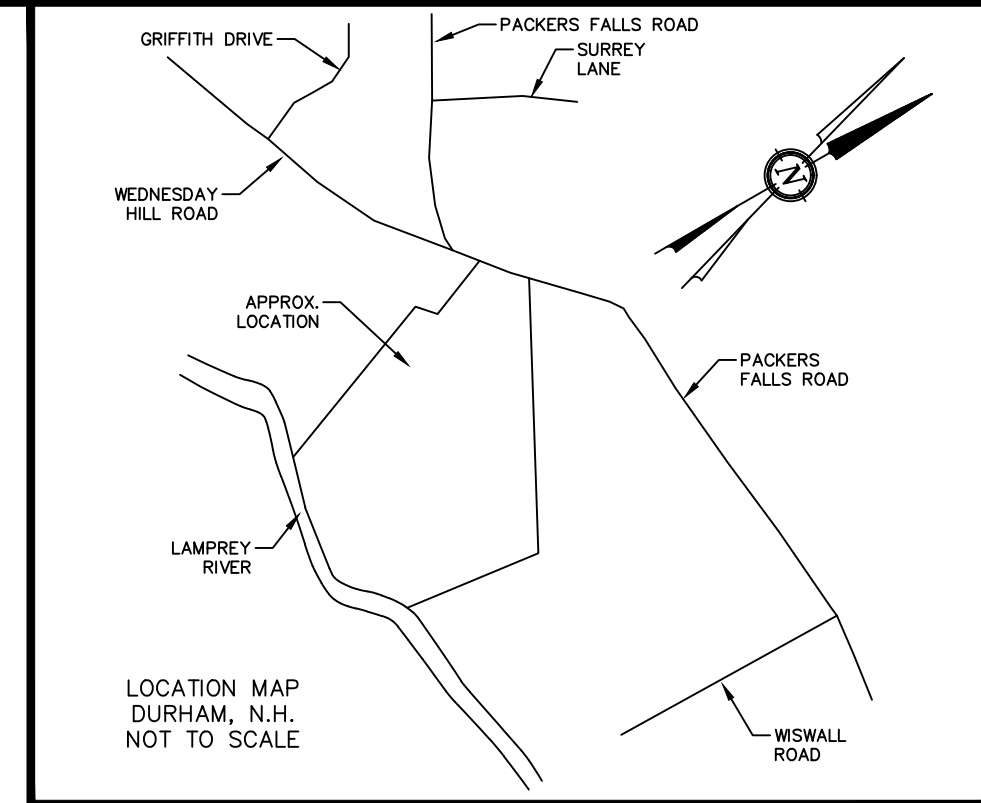
BxH - BUXTON SILT LOAM, 3-8% SLOPES
CsH - CHARLTON FINE SANDY LOAM, 3-8% SLOPES, VERY STONY
CsC - CHARLTON FINE SANDY LOAM, 8-15% SLOPES, VERY STONY
EoH - ELMWOOD FINE SANDY LOAM, 3-8% SLOPES
GIB - GLOUCESTER FINE SANDY LOAM, 3-8% SLOPES
ScA - SCANTIC SILT LOAM, 0-3% SLOPES
ScB - SCANTIC SILT LOAM, 3-8% SLOPES
Sk - SUNCOOK LOAMY SAND
SwA - SWANTON FINE SANDY LOAM, 0-3% SLOPES
WdB - WINDSOR LOAMY SAND, 3-8% SLOPES
WfB - WINDSOR LOAMY FINE SAND, CLAY SUBSOIL VARIANT, 0-8% SLOPES
SEE WEBSOIL

WEST ENVIRONMENTAL, INC.
MARK WEST, CWS #10

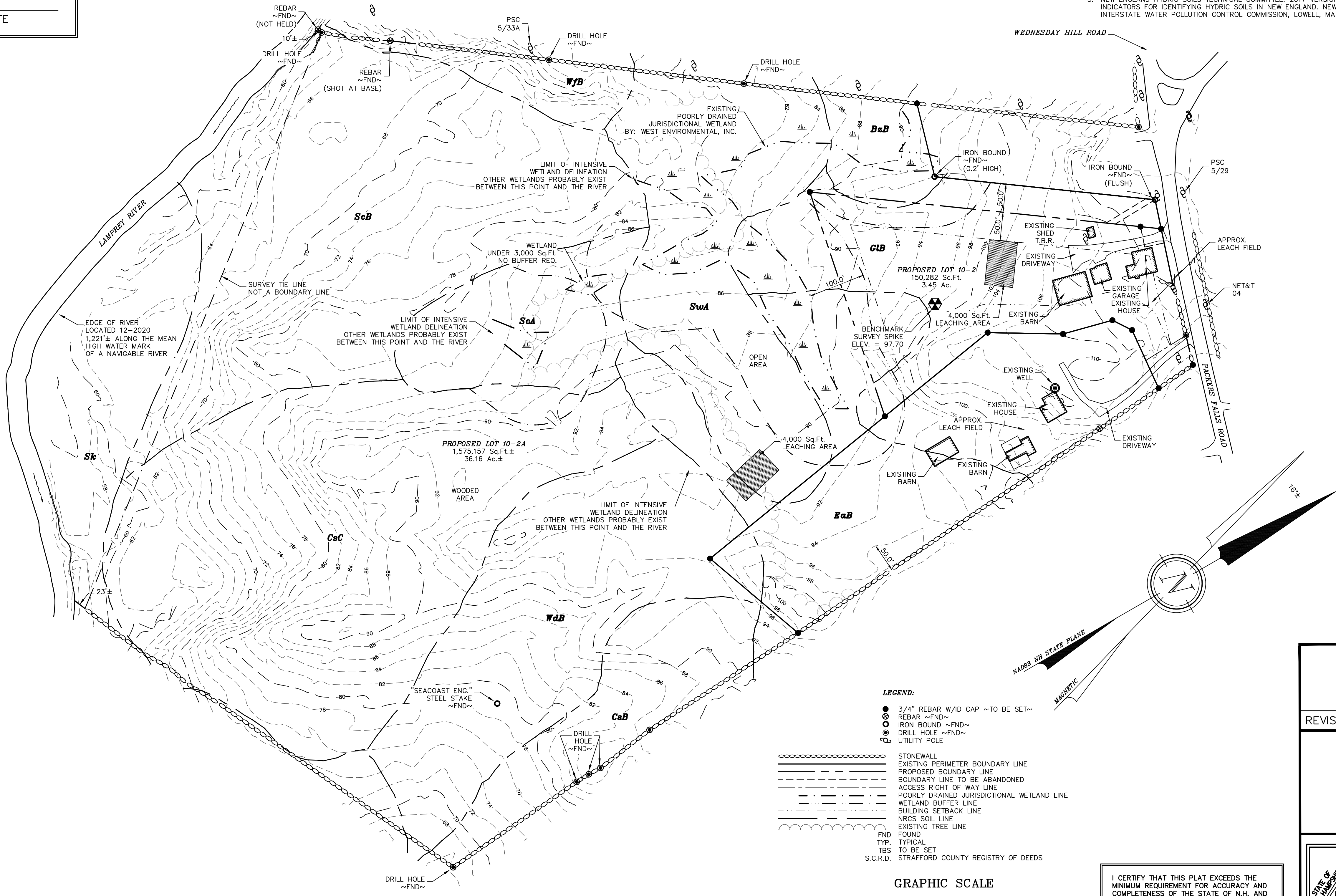
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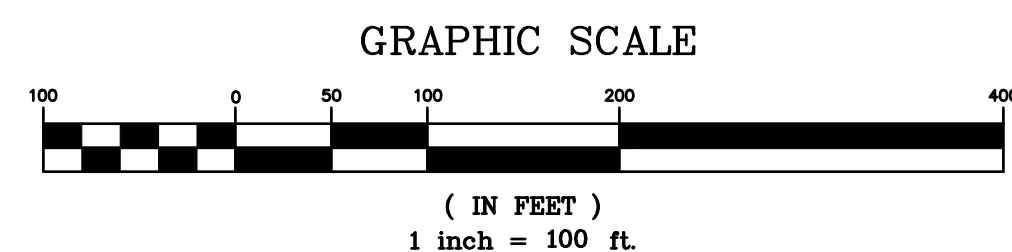
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- COWARDIN, LEWIS M., GOLET, FRANCIS C. AND LAROE, EDWARD T., CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES, USFWS, DEPT. OF THE INTERIOR, WASH. D.C., 1979.
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- NEW ENGLAND HYDRIC SOILS TECHNICAL COMMITTEE, 2017 VERSION 4, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND. NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, LOWELL, MA



- NOTES:
- OWNER: PIKE FAMILY REVOCABLE TRUST
275 PACKERS FALLS ROAD
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 - TAX MAP 14, LOT 10-2
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 - BOUNDARY LINES BASED ON A TRAVERSE PERFORMED IN 2020 ON THE ENTIRE PARCEL WITH A CLOSURE ERROR OF BETTER THAN 1 PART IN 10,000.
 - ZONING: RURAL W/WETLANDS, SHORELAND, FLOOD ZONE, AND AQUIFER OVERLAYS
LOT AREA: 150,000 Sq.Ft.
FRONTAGE (TRADITIONAL SUB.) 300'
PORKCHOP LOT FRONTAGE: MIN. 50', AVERAGE 125'
SETBACKS:
FRONT - 30'
SIDE AND REAR - 50'
WETLAND BUFFER - 100'
SEPTIC WETLAND SETBACK - 125'
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 - NO ENCROACHMENTS WILL RESULT FROM THE SUBDIVISION. THE EXISTING SHED ON THE PARCEL IS TO BE RELOCATED OR REMOVED.
 - FOR MORE INFORMATION ABOUT THIS SUBDIVISION, CONTACT THE DURHAM PLANNING DEPARTMENT AT 603-868-8064. THIS IS A TWO PAGE PLAN SET, WITH SHEET 2 SHOWING TOPOGRAPHY AND ADDITIONAL FEATURES. SHEET 1 IS INTENDED FOR RECORDING.
 - I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, A PORTION OF THIS PARCEL DOES FALL WITHIN THE FLOOD PLAIN FLOOD HAZARD REF.: FEMA COMMUNITY #330146, MAP #33017C0377E, DATED: SEPTEMBER 30, 2015. THIS AREA IS ADJACENT TO THE LAMPREY RIVER. THE HIGHEST FLOOD ELEVATION ON THE PROPERTY IS 64.1.
 - ELECTRIC AND TV/CABLE UTILITIES ARE LOCATED OVERHEAD ON THE UTILITY POLES AS SHOWN.
 - LOT 10-2-1 WILL BE SUBJECT TO NHDES SUBSURFACE SUBDIVISION APPROVAL, DUE TO THE SIZE BEING LESS THAN 5 Ac.
 - THE PROPERTY IS MADE UP OF A VARIETY OF PASTURE, PADDOCKS, AND WOODED AREAS OF DECIDUOUS AND CONIFEROUS GROWTH.



- LEGEND:
- 3/4" REBAR W/D CAP ~TO BE SET~
 - REBAR ~FND~
 - IRON BOUND ~FND~
 - DRILL HOLE ~FND~
 - UTILITY POLE
 - STONEWALL
 - EXISTING PERIMETER BOUNDARY LINE
 - PROPOSED BOUNDARY LINE
 - BOUNDARY LINE TO BE ABANDONED
 - ACCESS RIGHT OF WAY LINE
 - POORLY DRAINED JURISDICTIONAL WETLAND LINE
 - WETLAND BUFFER LINE
 - BUILDING SETBACK LINE
 - NRCS SOIL LINE
 - EXISTING TREE LINE
 - FND FOUND
 - TYP. TYPICAL
 - TBS TO BE SET
 - S.C.R.D. STRAFFORD COUNTY REGISTRY OF DEEDS



I CERTIFY THAT THIS PLAT EXCEEDS THE MINIMUM REQUIREMENT FOR ACCURACY AND COMPLETENESS OF THE STATE OF N.H. AND OF THE TOWN OF DURHAM - 1:10,000 -

KENNETH A. BERRY LLS 805 DATE

REVISION	DATE	DESCRIPTION
SUBDIVISION PLAN (TOPOGRAPHY) FOR SOUTHEAST LAND TRUST OF NH LAND OF PIKE FAMILY REVOCABLE TRUST PACKERS FALLS ROAD DURHAM, N.H. TAX MAP 14, LOT 10-2		
BERRY SURVEYING & ENGINEERING 335 SECOND CROWN POINT RD. BARRINGTON, N.H. (603)332-2863 SCALE : 1 IN. EQUALS 100 FT. DATE : JANUARY 19, 2022 FILE NO. : DB 2021 - 164		

SIGNATURE

SHEET 2 OF 2

MEMORANDUM

TO: Durham Conservation Commission

From: Duane Hyde, Land Conservation Director, SELT

DATE: November 19, 2021

RE: Request for Town Ownership and Funding – Pike Property

Please refer to my August 13, 2021 memo to the Conservation Commission on the Pike property and the Conservation Commission's August meeting minutes for the background and prior discussion about this project which I have not repeated in this memorandum.

Key Items for Conservation Commission Consideration

- Conservation Commission may want to schedule a site walk of the Pike property
- Discuss and understand the proposed project structure and budget
- Discuss and understand the funding programs' conservation easement requirements
- Following the site walk, a recommendation to the Town Council that it accept the ownership of the approximately 37.4-Pike conservation area subject to a conservation easement held by the Southeast Land Trust of New Hampshire
- Following the site walk, consider funding to Southeast Land Trust of New Hampshire in the amount of \$35,000 toward the Pike project costs

Pike Property

The approximately 37.4-acre Pike conservation project will protect approximately 1,230 feet of frontage along the Wild & Scenic Lamprey River and the drinking water intake for the UNH/Durham Water System. The property includes 8 potential vernal pools all within close proximity to the river which improves the viability and productivity of these pools. This project includes frontage along the Town of Durham designated Scenic Road, Packers Falls Road.

Conservation Project Structure

The overall conservation structure is now clear and SELT has the approximately 40.9-acre portion of the Pike property under agreement. Ms. Pike remained firm that she would only sell the entire 40.9-acre property in one fell swoop and be done with her ownership. This project structure is complicated by the fact that the property includes an old unoccupied home, garage, barn and other outbuildings that would be part of the sale (shown as "Excluded Area" on the attached map). Thus, SELT structured the project so that we can pursue approvals through the town, to subdivide off the house and buildings on an approximately 3.5-acre lot ("Excluded Area" on map) and sell that house lot property on the open market. SELT will work with a local realtor with a goal for the sale to happen during our contract period with Ms. Pike. The remaining 37.4 acres would then be conservation land. It is worth noting that the above acreages and the subdivision plan will reconfigure the house lot that Ms. Pike lives on to add more acreage to the conservation lot toward the river and add acreage to Ms. Pikes front/side yard. SELT has already hired a surveyor, Berry Survey & Engineering, to prepare the subdivision and boundary line adjustment plan to be submitted to the Planning Department in December for January consideration by the Planning Board. SELT is in the process of hiring a realtor.

As discussed at the August Commission meeting, the proposed project structure remains for the Town to own the 37.4 acres conservation area as it already owns the abutting 50-acre Thompson Forest and can be managed more holistically. SELT would hold a conservation easement on the 37.4 acres that meets the requirements of the various funding partners for the project (see discussion below about easement terms).

Project Budget

A budget has been prepared for the project and is attached to this memorandum. There is a separate budget for the portion of the project involving the acquisition of the house and barn and its resale, but we are keeping those costs separate from the conservation funding requests made to the public funding entities. The total cost of the conservation project is \$598,496 which includes a \$505,000 purchase price that is based on an appraisal. This leaves \$93,496 in project costs which includes the boundary survey/subdivision work, other transactional costs, the cost to build and install a kiosk, and SELT's one-time Stewardship Fund contribution to ensure that SELT has the capacity and ability to steward this conservation easement in perpetuity.

On the revenue side the funding sources are listed in the attached budget. The recognition and importance of the natural resource features and public benefits of the Pike project have been proven by the success we have had with outside public funding entities. SELT has received verbal notification and are awaiting the award letters with funding in the amount of \$220,000 from the NHDES Aquatic Resource Mitigation Program (ARM) and \$87,606 from the NHDES Drinking Water and Groundwater Trust Fund (DWGTF). In addition, SELT is part of a partnership that has program agreement with the Natural Resources Conservation Service (NRCS) for a Regional Conservation Partnership Program (RCPP) which includes \$202,500 for the Pike property. The Great Bay Resource Protection Partnership (GBRPP) has selected the project for funding in the amount of \$20,750. Thus, all that remains for funding is this request to the Town of Durham for \$35,000 and a request to the Lamprey River Advisory Committee for at least \$30,000. The requested amount from the Town is only 5.8% of the total project cost.

Conservation Easement Terms

Due to the funding program requirements, the property will need to be permanently conserved via a conservation easement with SELT. In fact, the funding from the NRCS is only toward the conservation easement costs. The easement terms are going to be largely dictated by these funding programs.

NRCS RCPP: The RCPP program has minimum deed terms that must be integrated into the conservation easement and the easement deed must be reviewed and approved by the NRCS program in Washington DC. SELT is currently going through its first easement deed review with this RCPP program for another project and will be able to rely on that review to help assist in the drafting of the Pike conservation easement. Beyond the typical easement provisions, the NRCS RCPP program required easement terms address:

- Building envelopes must be identified within which any future uses that involve structures and improvements must be located within. There is flexibility for relocation with an approval process. SELT will work with the Town in siting where it may want structures and improvements in the future.
- Agriculture will be limited to the existing field/pasture area (which is also the case for the other funding programs)
- The United States will hold a right of enforcement of the conservation easement.

NHDES DWGTF: This program has requirements that a conservation easement must include which also are largely within a standard conservation easement template. The NHDES and the state Attorney General must review and approve the conservation easement terms. There are a few provisions that are somewhat unique to this program:

- Provisions that the conservation easement allow for drinking water facility improvements such as pumping stations, monitoring stations and other ancillary improvements such as electricity, pipes, and security facilities, but sited in a way to minimize impact and disturbance to the property and the conservation easement's purposes. This right does not include larger facilities such as water storage tanks, laboratory facilities and the like.
- The State of New Hampshire will hold a right of enforcement of the conservation easement.

NHDES ARM: As with the others, the requirements of this program are largely consistent with a standard conservation easement template. The conservation easement terms must be reviewed and approved by the Army Corps of Engineers and the EPA. There are some provisions which are somewhat unique to ARM and additional funding contingencies have been placed on the award for the Pike project:

- NHDES conditioned the award for the Pike property that any forest management be for wildlife habitat purposes only. Thus, management solely for commercial and financial return will not be permitted.
- A management plan will be required prior to the landowner (the Town) conducting any forestry/vegetation management activities. SELT's typical conservation easement only requires a management plan for commercial forestry.
- Requires a management plan be prepared and approved by NHDES, Army Corps, and EPA prior to closing. SELT has worked with a contractor to assist in the preparation of these plans for past projects.
- Any vegetative management activities must follow the requirements contained in Best Management Practices and Good Forestry in the Granite State which require no cut buffers to wetlands, rivers, streams and vernal pools. These buffers will also apply to any proposed structures, which there will need to be an allowance for drinking water related structures within the Lamprey River buffer.
- Although not stated in the conservation easement, the ARM funding is associated with federal programs and these federal programs require that prior to any ground disturbing activities an archeological investigation (Phase 1a) be conducted.
- NHDES conditioned the award for the Pike property that the conservation easement not allow any new trails on the property. The NHDES and Army Corps of Engineers are making this condition due to the extensive Lamprey River frontage, the high-quality wetlands and vernal pools on the property, and the limited size of the property which they have indicated any siting of trails in the forested area would have too significant an impact on these resource features and the wildlife that rely upon them. I know the Commission was interested in possibility of extending trails from Thompson Forest onto the property, but with this added funding condition this will not be possible due to the NHDES ARM funding. The restriction does not prohibit public access to the property, just the establishment of trails.



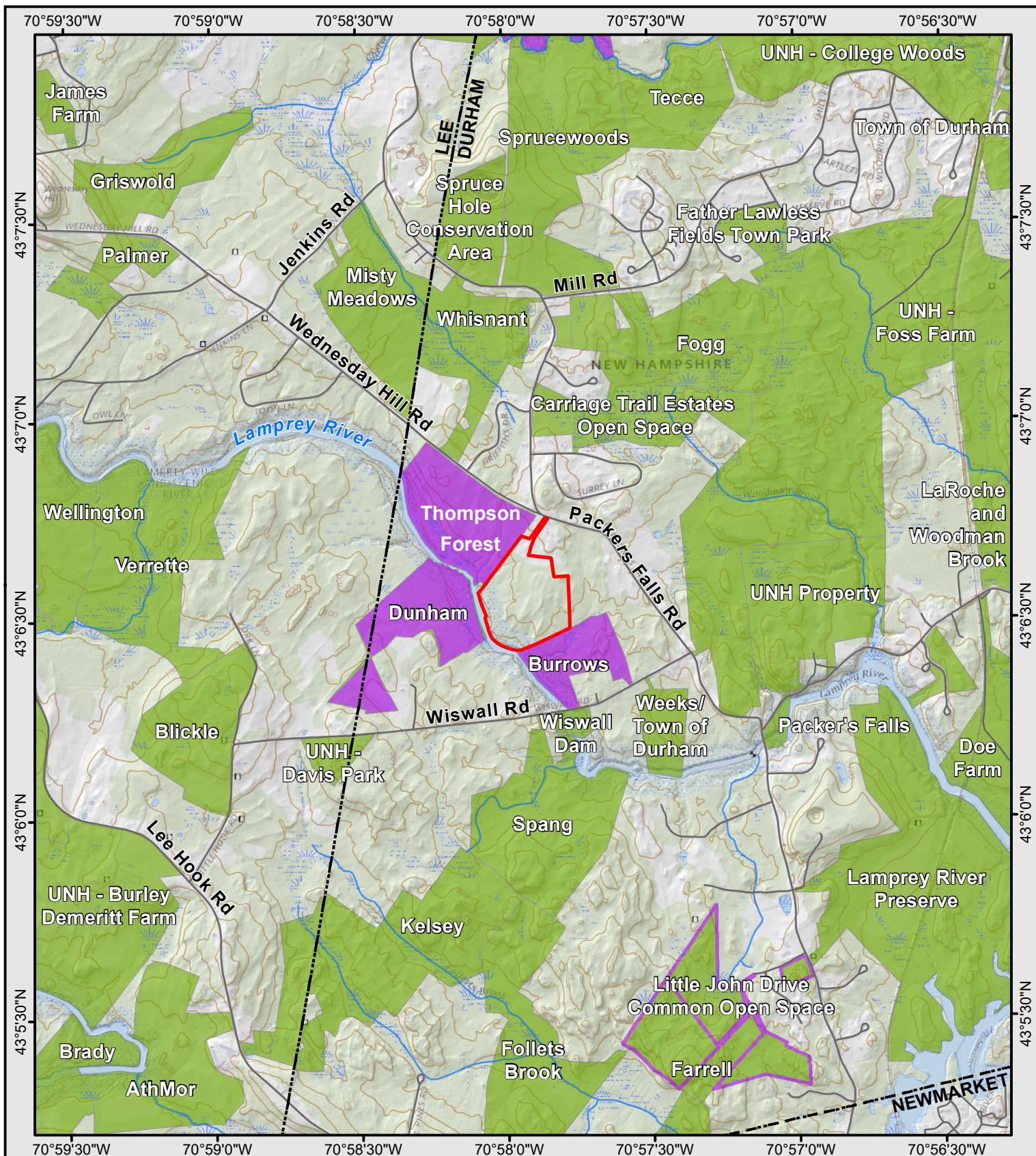
Pike Budget - 37.4 acres (Durham)

EXPENSES

Conservation Transaction Costs	Current	Notes
Acquisition Costs		
Easement Purchase Price	\$0	
Land Purchase Price	\$505,000	
Due Diligence Costs		
Legal	\$4,058	Title, title insurance, deed prep., closing logistics
Survey	\$19,000	Underway
Hazardous Waste Assess.	\$2,800	
Appraisal(s)	\$10,000	Includes initial appraisal and second appraisal for NRCS
Closing Costs		
Recording fees	\$300	
Miscellaneous Taxes	\$3,988	
Project Management Expenses		
SELT Project Management	\$20,000	Flat Fee
Conservation Consulting	\$3,156	Wetlands mapping/evaluation by West Env.
Wetlands Assessment		
Travel	\$150	
Printing & Postage	\$5,100	Community mailing
Contingency	\$6,844	
Subtotal, Transaction Costs	\$580,396	
Stewardship Costs	Current	Notes
Easement Stewardship Fund	\$13,300	Min. contribution for SELT Conservation Stewardship Fund
Legal Defense Fund	\$1,800	SELT Flat rate contribution for legal defense of CEs
Capital Costs (gates, signs, bridges, etc)	\$1,500	Kiosk
Signs, Kiosk, Panels		
Archeological Assessment	\$1,500	Include costs for Phase 1A for fee acqu. involving NRCS, ARM or when required by funding
Subtotal, Stewardship Costs	\$18,100	
TOTAL EXPENSES CONSERVATION	\$598,496	total Transaction Costs + Long Term Stewardship Costs

REVENUES

Conservation Revenue Sources	Current	Notes
Government		
Town Contribution	\$35,000	Request Underway
NHDES DWGTF	\$87,606	Selected, awaiting award documents
NHDES ARM	\$220,000	Selected, awaiting award documents
NRCS RCPP	\$202,500	RCPP has been awarded & Pike specifically listed in app
LRAC	\$29,890	Project presented previously. Request for funding to be submitted
Private Fundraising		
GBRPP	\$20,750	Awarded
Landowner to Vendor	\$2,750	Landowner paid to appraiser
TOTAL CONS. REVENUES	\$0	\$598,496



- Project Boundary
- SELT Conservation Land
- SELT EI
- Conservation & Public Land
- Town boundary



1:24,000

0 1,000 2,000 Feet

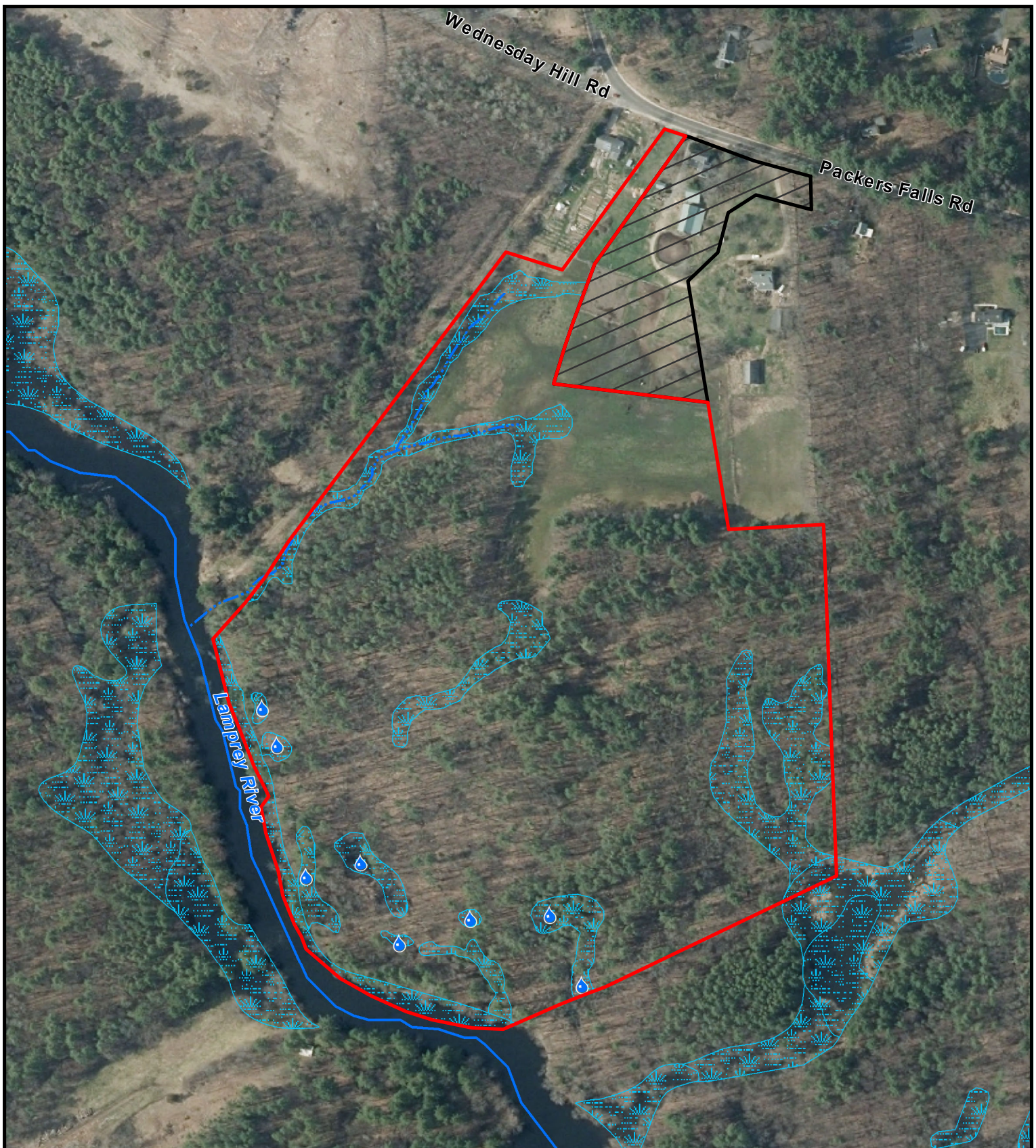
Pike Project & Nearby Conservation Lands Durham, NH

Boundary and feature locations are approximate.
Conservation lands from NH GRANIT. USGS topographic base map (published 1970-1998) processed by NH GRANIT; coordinate system is NAD83 UTM Zone 19N meters.

Map prepared by
Southeast Land Trust of NH
October, 2021



SELT



- Project Boundary
- Excluded Area
- Wetland
- River
- Intermittent Stream
- Vernal Pool



1:3,500

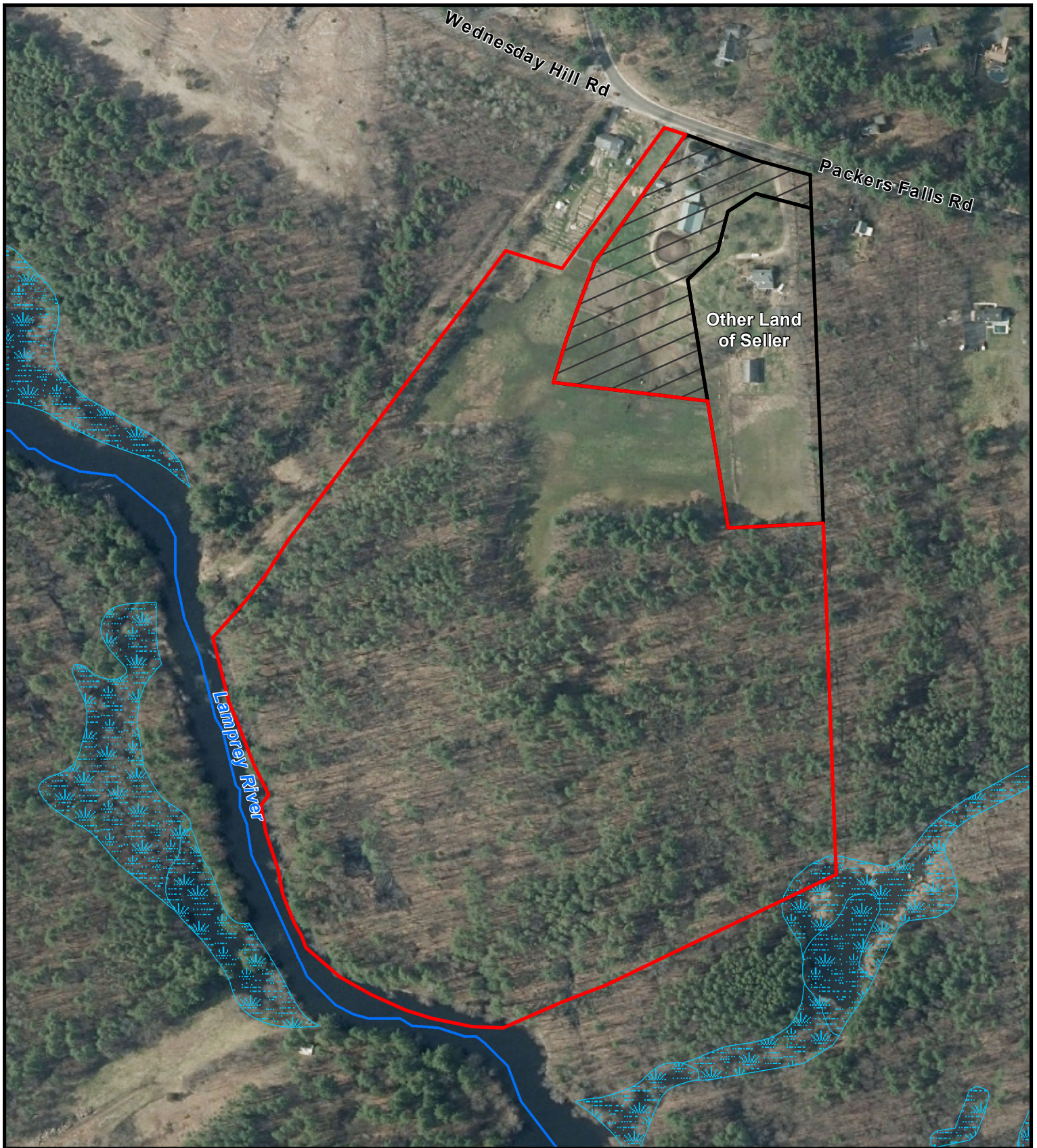
0 250 500 Feet





Pike Project Durham, NH

Boundary and feature locations are approximate. Easement boundary based on tax maps.

Map prepared by
Southeast Land Trust of NH
October, 2021





-  Conservation Property
-  House and Lot
-  NWI wetlands
-  River



1:3,500

0 250 500 Feet

Exhibit A Pike Project Durham, NH

Boundary and feature locations are
approximate. Easement boundary
based on tax maps.

Map prepared by
Southeast Land Trust of NH
September, 2021



SEL T

MEMORANDUM

TO: Durham Conservation Commission

From: Duane Hyde, Land Conservation Director, SELT

DATE: August 13, 2021

RE: Introduction of Project Under Negotiation – Pike Property

Background

SELT has been in discussions with Bonnie Pike who owns substantial frontage and acreage along the mainstem Wild & Scenic portion of the Lamprey River. Her property is located near the intersection of Packers Falls Road and Wednesday Hill Road and is shown on the Durham Tax Maps as Map 14, Lot 10-2 (see attached maps). The negotiations are far enough along that SELT wanted to make the Commission aware of this project since we have agreement on price and will be working on a purchase agreement soon.

COVID made timing of this project very difficult to manage this past year and in order to not miss out on 2021 grant rounds we have submitted several grant applications for this project based on assumed project values and structure. We will be submitting an Aquatic Resource Mitigation Program application at the end of August and a Drinking Water and Groundwater Trust Program application by September 9th. Thus, if the Commission is supportive of this conservation project, we respectfully request a letter of support be authorized for the Chair to sign (draft letter attached).

I plan to attend the August 23rd meeting and look forward to hearing your thoughts on this opportunity.

Pike Property

The approximately 37.4-acre Pike conservation project aims to protect a significant amount of frontage along the Wild & Scenic Lamprey River and the drinking water intake for the UNH/Durham Water System. This project includes frontage along the Town of Durham designated Scenic Road, Packers Falls Road. The land is owned by Bonnie Pike and the property is her last large asset, and she wishes to utilize the funds from the sale of the conservation project for her long-term care and retirement. Ms. Pike's husband passed away within the last few years and she would like to sell her entire 40.9-acre property, including the portion that includes late 1800's house and barn in the "Excluded Area" shown on the enclosed maps.

Nearby Conservation Land & Landscape Context

The Pike property is within an 840-acre unfragmented forest block, which is the fourth largest block along the Wild and Scenic mainstem segment of the Lamprey River. To the north is Durham's 54-acre Thompson Forest (subject to a SELT held conservation easement) and to the south the SELT held 28-acre Burrows easement, which are part of a ~400-acre block of conservation land. Across the Lamprey River is the SELT held 50-acre Dunham easement.

Natural Resource Features

- *Coastal Plan:* Nearly the entire property is included in the Lower Lamprey River Focus Area/Supporting landscape in the Coastal Conservation Plan.
- *River and Wetlands:* The Property has ~1,230 feet of undeveloped and forested frontage along the federally designated Wild & Scenic Lamprey River. There are ~1.2 acres of wetlands on the property, but after a site visit there appear to be additional wetlands beyond those shown on NWI. The property includes ~ 3.1 acres of Army Corps mapped 100-year floodplain.
- *Drinking Water:* About 31% of the property is within the NHDES mapped Durham/UNH Water System Water Supply Intake Protection Area as the property abuts the pumping stations used to withdraw water from the Lamprey River for the Durham/UNH water system. The entire property is within Tier 2 for Public Water Supply in TNC's water resources update to the Coastal Conservation Plan and designated as a Drinking Water Focus Area in SELT's Conservation Plan.
- *Nutrient Attenuation:* ~14 acres is located within a Tier 1 Nutrient Attenuation zone identified through TNC's water resources update to the Coastal Conservation Plan. These areas were identified through a detailed science-based analysis that mapped areas that if protected will reduce pollutant loading as nearby uplands are developed and identified wetlands that are highly efficient at treating pollutants already in the surface waters.
- *Wildlife Connectivity:* ~23 acres are within a "Prioritized Habitat Block" identified in the "Connect the Coast" wildlife connectivity study.
- *Wildlife Action Plan:* 22% of the property is identified as Highest Ranking Habitat in the State, 53% is Highest Ranking Habitat in the Biological Region and 19% is Supporting Landscape.
- *Rare Species/Species of Concern:* The property is entirely within New England Cottontail focus area and 19-acres of the property is located within a Tier 2 focus area for Blanding's turtle identified in a "Conservation Plan for the Blanding's Turtle and Associated Species of Conservation Need in the Northeastern United States". The NHFG Aquatic Wildlife Action Plan (2018) indicates this section of the Lamprey River is listed with Species of Concern and anadromous fish. NHFG indicates likely species in this river reach are alewife, sea lamprey & American eel.
- *Agriculture:* The property includes ~7.5-acres of field/pasture. The property's soils are 9% Prime agricultural, 13% statewide importance and 55% farmland of local importance.
- *Climate Resilience:* ~2.5 acres the property ranks "Far Above Average" for Climate Resilience according to the TNC Resilience data, ~6.3 acres ranks "Above Average", ~2.9 acres ranks "Slightly Above Average", and ~23.4 acres ranks "Average".

Conservation Structure

The overall conservation structure of this project has better come into focus after several meetings and discussions with Ms. Pike. She is firm that she will only sell the entire 40.9-acre property in one fell swoop and be done with her ownership. This project structure is complicated by the fact that the property includes an old unoccupied home, garage, barn and other outbuildings that would be part of the sale. Thus, SELT is working to structure the project so that we can pursue approvals through the town, that will likely need ZBA approval due to road frontage requirements, to subdivide off the house and buildings on an approximately 3.5-acre lot and sell that house lot property on the open market. Preferably the sale would happen during our contract period with Ms. Pike. The remaining 37.4 acres would then be conservation land. It is worth noting that the above acreages and the subdivision plan will reconfigure the house lot that Ms. Pike lives on to add more acreage to the conservation lot toward the river and add acreage to Ms. Pike's front/side yard.

The proposal we'd like to discuss with the Commission is that the 37.4 acres conservation area be owned by the Town of Durham as it already owns the abutting 50-acre Thompson Forest and can be managed more holistically. SELT would hold a conservation easement on the 37.4 acres that meets the requirements of the various funding partners for the project. The easement would allow for the use of the existing fields for agriculture (if the town wanted to lease/use them that way) and also allow for future drinking water infrastructure improvements in case the town or UNH ever need to improve the intake located directly abutting the Pike property. Trails construction would also be permitted under the easement to connect to the Thompson Forest trails if this was something of interest to the Town.

The budget for the project is somewhat in flux at this time given the complexities of the potential holding cost of the house and resale. In addition, we are working with the Public Works Department to see if the NHDES will reconsider its finding that 31% of the project is eligible for DWGTF rather than 100%. I will keep the Commission apprised as this project progresses and whether there will need to be any funding request made to the Town.

For the various grant applications in addition to the requested letter of support from the Commission we are seeking letters of support from the Town Administrator/Department of Public Works and the Town Council. The latter letter can come after the grants are submitted.

Potential Funding Sources

- NRCS Regional Conservation Protection Partnership (RCPP) award to the "New Hampshire Source Water Protection Partnership" of which SELT is a Partner.
- NHDES Drinking Water and Ground Water Trust Fund
- NHDES Aquatic Resource Mitigation Program
- Mooseplate
- Lamprey River Advisory Committee
- Great Bay Partnership
- Town of Durham (possibly from the Water Division)

Town of Durham, New Hampshire
Guidelines for Acquiring Legal Interest in Conservation/Open Space Land
Originally Adopted by Town Council on May 3, 2004
Revised by Town Council on May 19, 2008
Incorporating changes endorsed by Conservation Commission on June 28, 2021
Adopted by Town Council on July 12, 2021

1. Establishment of Conservation/Open Space Real Estate Acquisition Guidelines
 - A. It shall be the policy of the Town of Durham to adhere to the following procedures when using Town funds to acquire or to assist a third party to acquire any interest in real estate for conservation or open space purposes (hereinafter referred to as “project(s)”). These guidelines shall be followed by all representatives of the Town government and private persons or groups that bring projects before the Town Council for review and action.
 - B. In accordance with these guidelines, projects may be brought forward to the Town Council by a representative of the Town government or a private person or group.
 - C. Contracts for the acquisition of any interest in real estate shall be approved by the Town Council or its specified designee.
 - D. On September 17, 2018, the Town Council adopted the provisions of RSA 36-A:4-a, I(b), which authorizes the Conservation Commission to expend funds for contributions to “qualified organizations” for the purpose of property interests, or facilitating transactions relating thereto, where the property interest is to be held by the qualified organization and the Town will retain no interest in the property. This authorization applies only to property located within Durham. This provision does not require the Conservation Commission to receive permission from the Town Council to provide such a contribution to a qualified organization; however, it is recommended that the Commission provide the Town Council with such a proposal prior to proceeding.
2. Process for Action on a Project
 - A. Any proposed project shall first be brought before the Town Administrator for review. The Town Administrator may submit the project, or portions thereof, to the Town’s legal counsel for review.
 - B. Once the Town Administrator is satisfied that the project package is complete and the draft real estate contract is satisfactory, the project shall be brought before a meeting of the Conservation Commission. Members of the Town Council and the Town Administrator will be extended a courtesy invitation to attend this meeting and any site walk that is scheduled. The Conservation Commission shall schedule a site walk, review the proposed project package at a public meeting, invite and consider any public input provided at the meeting, and recommend to the Town Council to fund the proposed project with or without amendments, or not fund the project.

Footnote 1 – Endorsed by the Conservation Commission on 11 March 2004.

Footnote 2 – Endorsed by the Town Council pending legal review on 15 March 2004.

Footnote 3 – Adopted by the Town Council on May 3, 2004.

Footnote 4 – Revised by the Town Council on May 19, 2008

Footnote 5 – Revised by the Town Council on July 12, 2021

- C. After receipt of the Conservation Commission's recommendation, as well as a recommendation by the Town Administrator, the Town Council shall schedule the proposal for discussion at a regular meeting and determine whether to move the project forward to public hearing. If the Council is inclined to move ahead with further consideration of the project, it shall hold a duly noticed public hearing on the proposed project. "Duly noticed" for purposes of this section shall mean the publication of a notice at least five (5) days preceding the date of said hearing in any newspaper distributed in the Town of Durham, with such notice stating a brief explanation of the project and information as to where and when any interested person may review information on the project in more detail. In addition, such notice shall be posted in at least two (2) public places. The Council may request a site walk of the parcel at any time during this process.
- D. If the project moves to public hearing and after considering public input, the Council shall discuss and vote whether to authorize the Town Administrator to enter into the proposed contract with the landowner as presented or amended. If the Town Council wishes to amend any of the use or management provisions from that which was presented to the Conservation Commission in the project package, it shall refer such proposed amendments to the Conservation Commission for review and comment prior to the Town Council taking final action. Any vote to authorize funding for the project shall also specify the funding source and authorize funding of the due diligence procedures specified in the contract.

3. Project Package

- A. All projects presented to the Conservation Commission and Town Council shall describe:
 - i. the project and property;
 - ii. the funding source(s);
 - iii. the use and management recommendations (only for properties to be acquired in fee-simple);
 - iv. the draft conservation easement (only for conservation easement acquisitions);
 - v. how the project fulfills the "Criteria to Evaluate Real Estate Interests for Conservation/Open Space" (see below).
- B. The draft real estate contract (e.g., purchase and sales agreement, option, etc.) and easement, if applicable, shall also be included with the project package. Further, any supporting documentation such as the appraisal shall be made available. If the project is a conservation easement, the project package shall include the recommended easement holding entity and a recommendation for funding for stewardship of the easement.

4. Additional Materials Required When the Town Will Hold a Legal Interest in the Property

- A. Any project brought forward to the Town Council that involves the Town's full ownership (i.e. fee-simple) of land:
 - i. shall include recommendations on permitted and prohibited uses on the property;
 - ii. shall include recommendations for management (e.g., town forest or natural area) and stewardship needs (e.g., gates and signs);

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Footnote 3 – Adopted by the Town Council on May 3, 2004.

Footnote 4 – Revised by the Town Council on May 19, 2008

Footnote 5 – Revised by the Town Council on July 12, 2021

- iii. shall recommend a formal means of ensuring the property has legal conservation restrictions (e.g., an easement to a third party);
- iv. shall recommend appropriate management oversight (e.g., conservation commission, parks and recreation, etc.) for the property; and
- v. should include a contribution to a town stewardship fund for management of the property. Such a contribution is desirable but shall be required only if so specified by the Town Council after consideration of relevant factors such as the likely level and type of management needed for the property; the expected cost of this management; the ability and willingness of the party conveying the property to contribute to a fund; the availability of other funding sources to support management of the property; and the value, quality, and appeal of the property.

B. Any project brought forward to the Town Council that involves the Town holding a conservation easement:

- i. shall include the draft conservation easement for the property;
- ii. shall recommend the appropriate Town body to steward, monitor, and enforce the easement; and,
- iii. should include a contribution to an easement stewardship fund for annual monitoring of the easement and any costs that may arise from said easement, such as enforcing easement violations. Such a contribution is desirable but shall be required only if so specified by the Town Council after consideration of relevant factors such as the likely level and type of management needed for the property; the expected cost of this management; the ability and willingness of the party conveying the property to contribute to a fund; the availability of other funding sources to support management of the property; and the value, quality, and appeal of the property.

5. Appraisal

All acquisitions of real estate interest shall be for no more than fair market value as determined by an appraisal prepared by a New Hampshire licensed general real estate appraiser. The requirement for an appraisal may be waived by the Town Council if the value of the real estate can be shown to be less than fair market value. Funding requests for appraisals may be made directly to the Conservation Commission, Town Administrator, or Town Council.

6. Real Estate Contract

A. The draft real estate contract shall include the following provisions:

- i. the right to conduct a title search to ensure there are no title defects, and to ensure the landowner has the rights being sold. Should title defects be found or the landowner cannot deliver the interest in real estate, the Town may terminate the contract, in which event all monies deposited by the Town shall be refunded;
- ii. the right to conduct an Environmental Hazard Assessment (EHA). Based upon the EHA, the Town may, at its discretion, terminate the contract, in which event all monies deposited by the Town shall be refunded;
- iii. the right to conduct a property survey;

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Footnote 5 – Revised by the Town Council on July 12, 2021

- iv. for an easement project, if the landowner has a mortgage, the mortgage shall be subordinated to the conservation easement.

B. Any of the provisions listed in paragraph 6A may be waived by the Town Council, at its discretion, based upon factors identified in the project package.

7. Criteria to Evaluate Real Estate Interests for Conservation/Open Space

The following criteria are a tool for the Conservation Commission and Town Council to use when evaluating a project. Any project brought forward for Town Council consideration shall meet at least one of these criteria:

- i. Protect natural resources:
 - a) existing farms and land that have productive forest or farm land soils that meet local, state or national prime soils criteria;
 - b) land that is important to maintain drinking water quality and quantity;
 - c) key wildlife and plant habitats that protect native plants, wildlife and biodiversity, including salt water, wetland, and fresh water habitat;
 - d) parcels that add to existing blocks of protected forestland, and thus increase the potential for additional carbon storage and sequestration;
 - e) provide added weight if these resources are threatened by development pressure.
- ii. enhance public access to open space and opportunities for passive, nature-oriented recreational opportunities in both rural and developed areas in town;
- iii. maintain prominent scenic vistas and viewsheds that are important to Durham's rural atmosphere and historical landscapes;
- iv. build upon, create, and connect large blocks and corridors of unfragmented land with additional criteria that include:
 - a) proximity of subject parcel to other conservation lands;
 - b) size of subject parcel.

8. Further Directions and Considerations

A. The Conservation Commission and Town Council will determine whether the proposed project by itself fully protects the intended resource. If the resource cannot be fully protected without the conservation of additional nearby land, be it a wildlife habitat or a scenic vista, the likelihood of protecting the other properties should be weighed before moving forward with the project.

B. When reviewing proposed projects, the Conservation Commission and Town Council shall give special attention and consideration to proposed projects that attract non-Town funds for the purchase and/or maintenance of the land in question.

C. All costs associated with preparing a proposal initiated by the Conservation Commission for Town Council consideration, whether initiated by the Town Government or by a

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Footnote 5 – Revised by the Town Council on July 12, 2021

private person or group, will be borne by the Town unless a third party, including the landowner, is willing to fund all or part of these costs.

- D. The recommendation put forward by the Town Administrator in Section 2 Item C, shall weigh the benefits of the proposed acquisition against the broader tax implications and municipal priorities that currently exist in the community.

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Pike Lamprey River Conservation Project

Request Tonight:

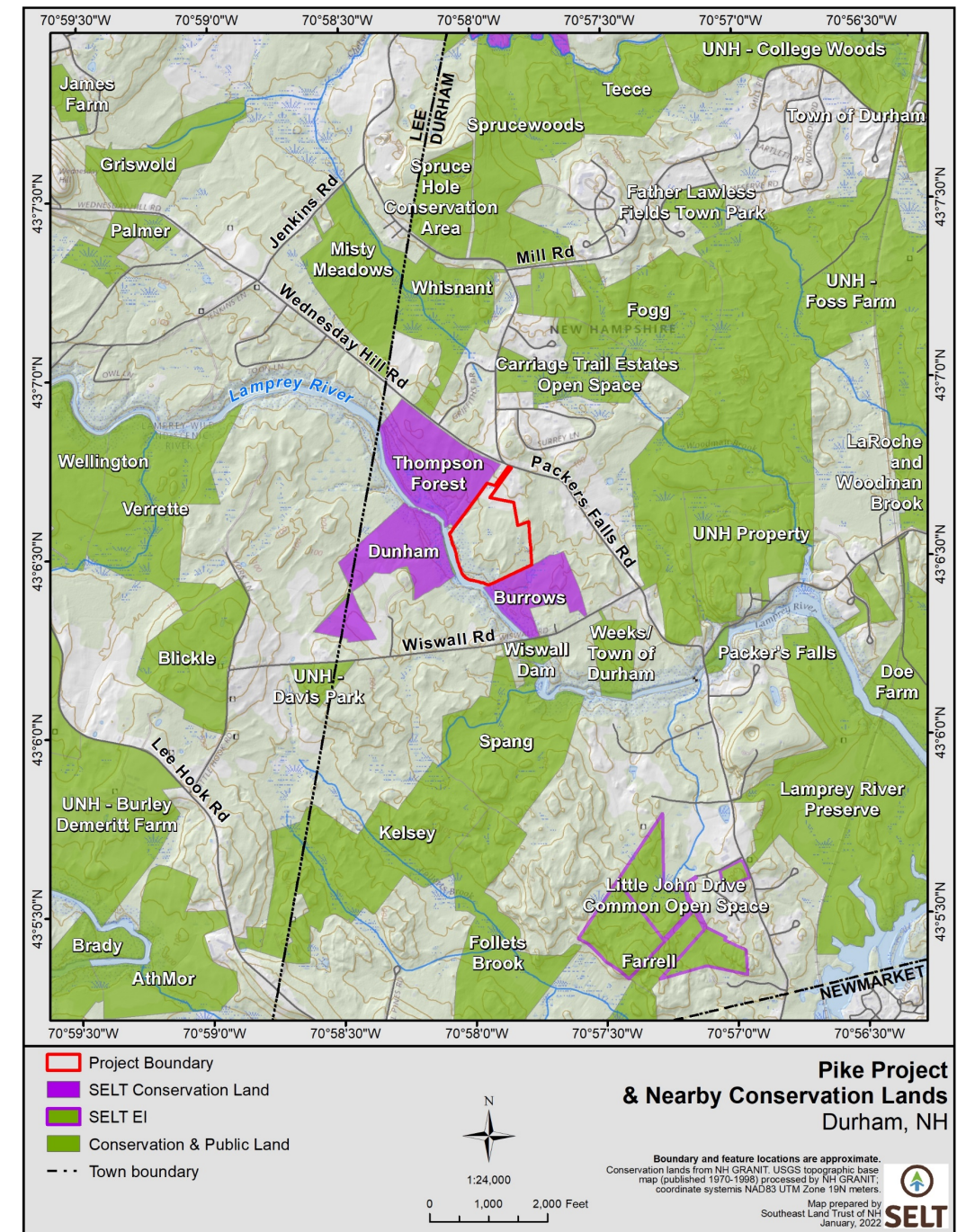
- Recommend Town Council accept ownership of the approximately 36.16-Pike conservation property subject to a conservation easement held by SELT
- Commit funding in the amount of \$35,000 from the Durham Conservation Fund toward the Pike conservation project costs



Pike Lamprey River Conservation Project

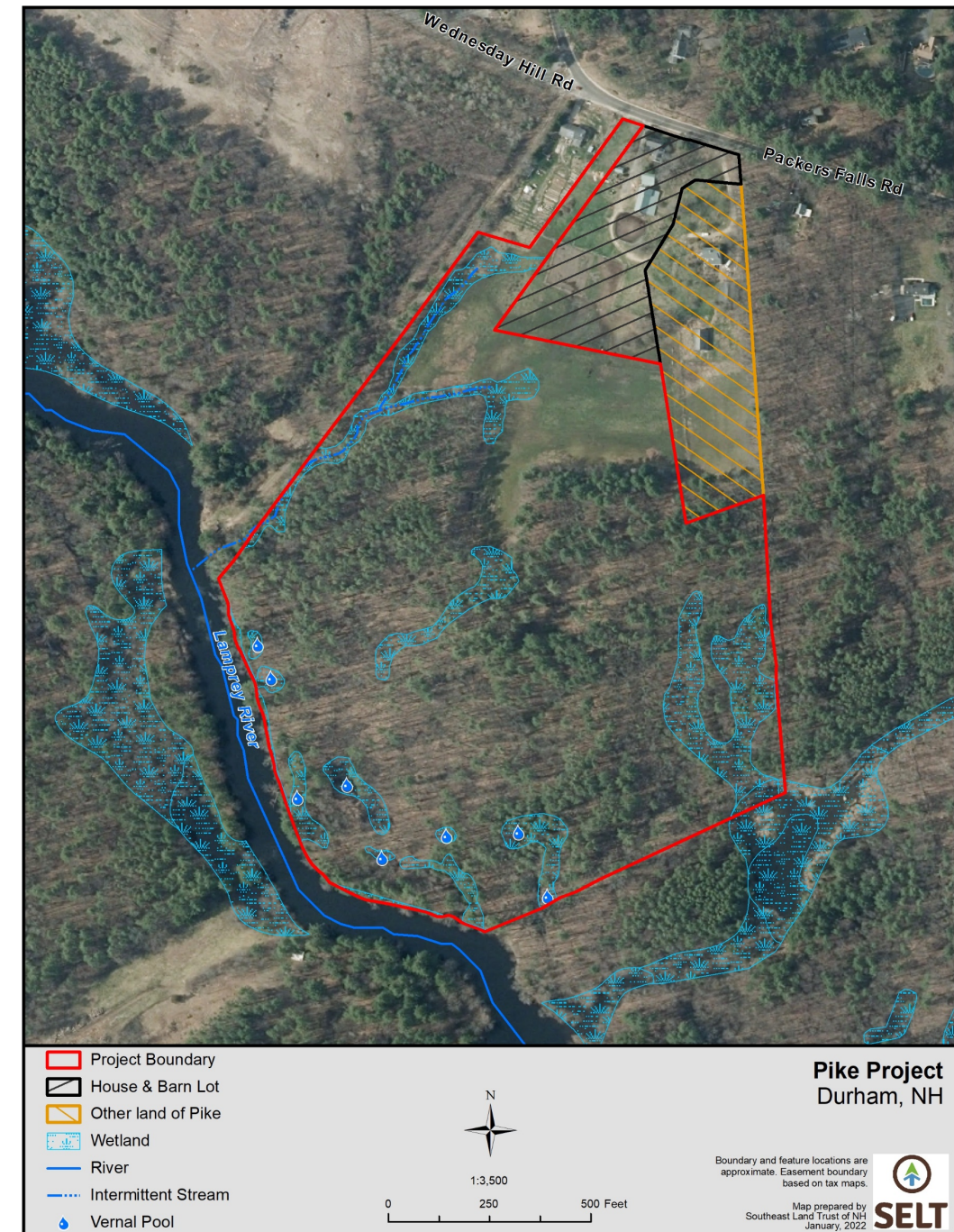
Nearby Conservation Lands:

- Abuts 54 ac Town of Durham #1 (Thompson Forest)
- Across River from 50 ac Dunham Conservation Easement
- Abuts 28 ac Burrows Cons. Easement
- 56 ac Whisnant NRCS WRE
- Contiguous 400 ac block of conservation lands
- Larger 5,740 ac block of conservation/public lands



Pike Lamprey River Conservation Project

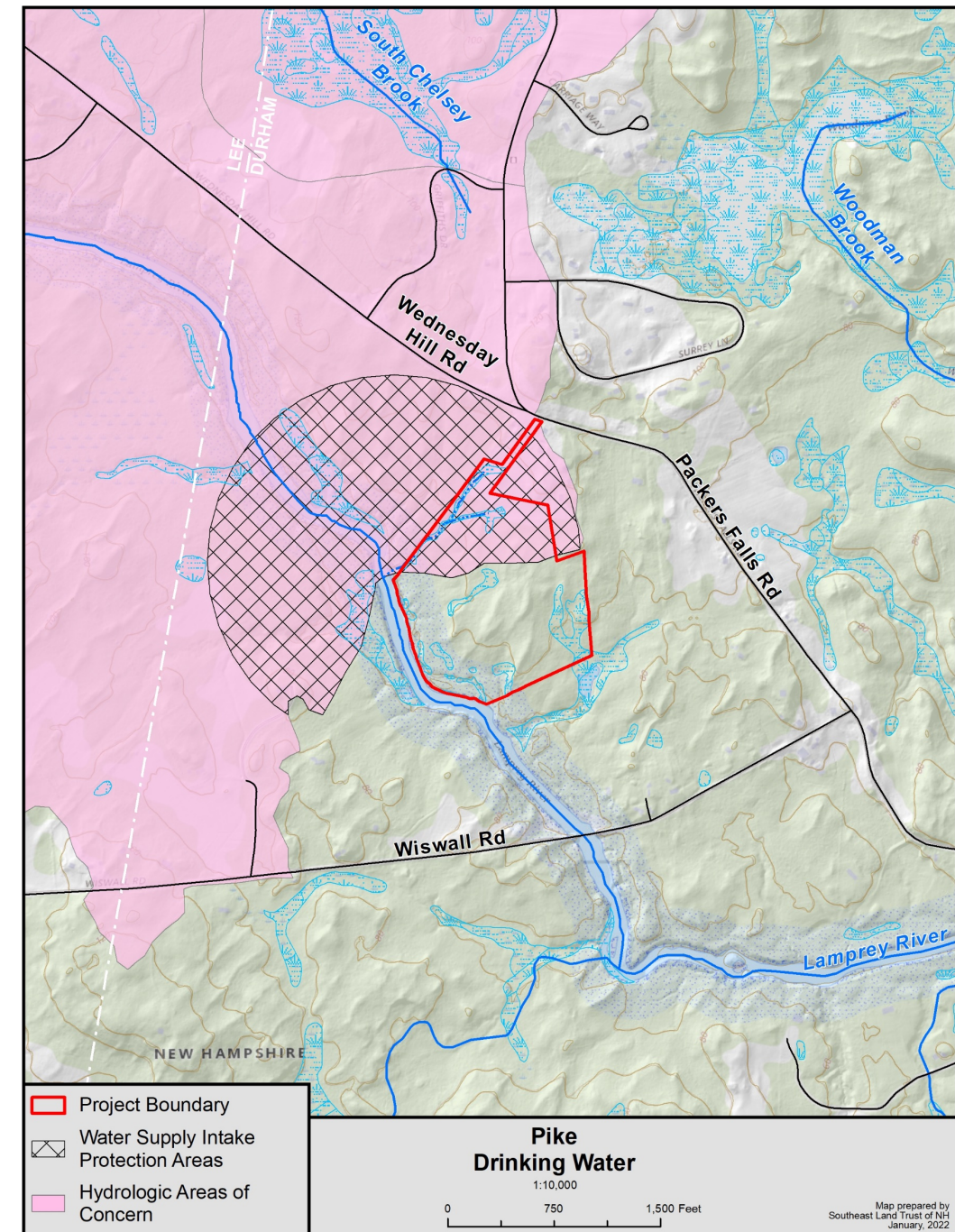
- 39.6-acre total acreage
- 36.2 ac Conservation Property
 - 26.5 ac forest
 - 4.7 ac pasture
 - 4.9 ac wetlands
- Con Comm Site Walk 12/14/21
- February ZBA and Planning Board to subdivide off Existing house and 3.45-acres
- 50 ft frontage on Packers Falls Road
- 1,221 ft along the Lamprey River



Pike Lamprey River Conservation Project

Drinking Water Resources

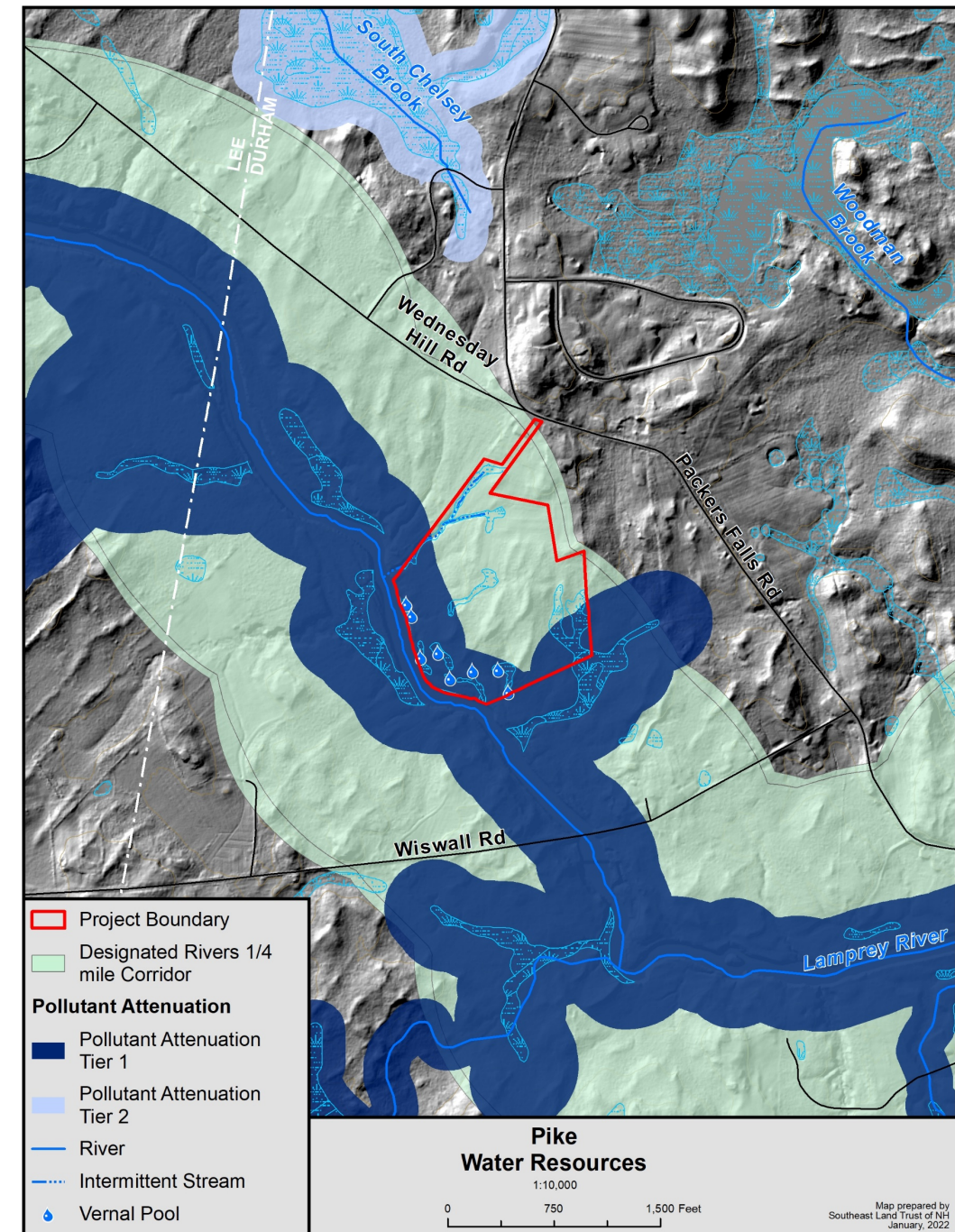
- Abuts intake for Durham-UNH water supply and within Hydrologic Area of Concern
- Land use on Pike could directly impact water quality at intake
- Max. Lamprey withdrawal for UNH/Durham 1.8 million gallons per day when flow \geq 16 cfs
 - During low flow 100,000 gallons per day
- Conservation and ownership by Town provides flexibility/opportunity for future improvements if needed



Pike Lamprey River Conservation Project

Wildlife & Water Resources

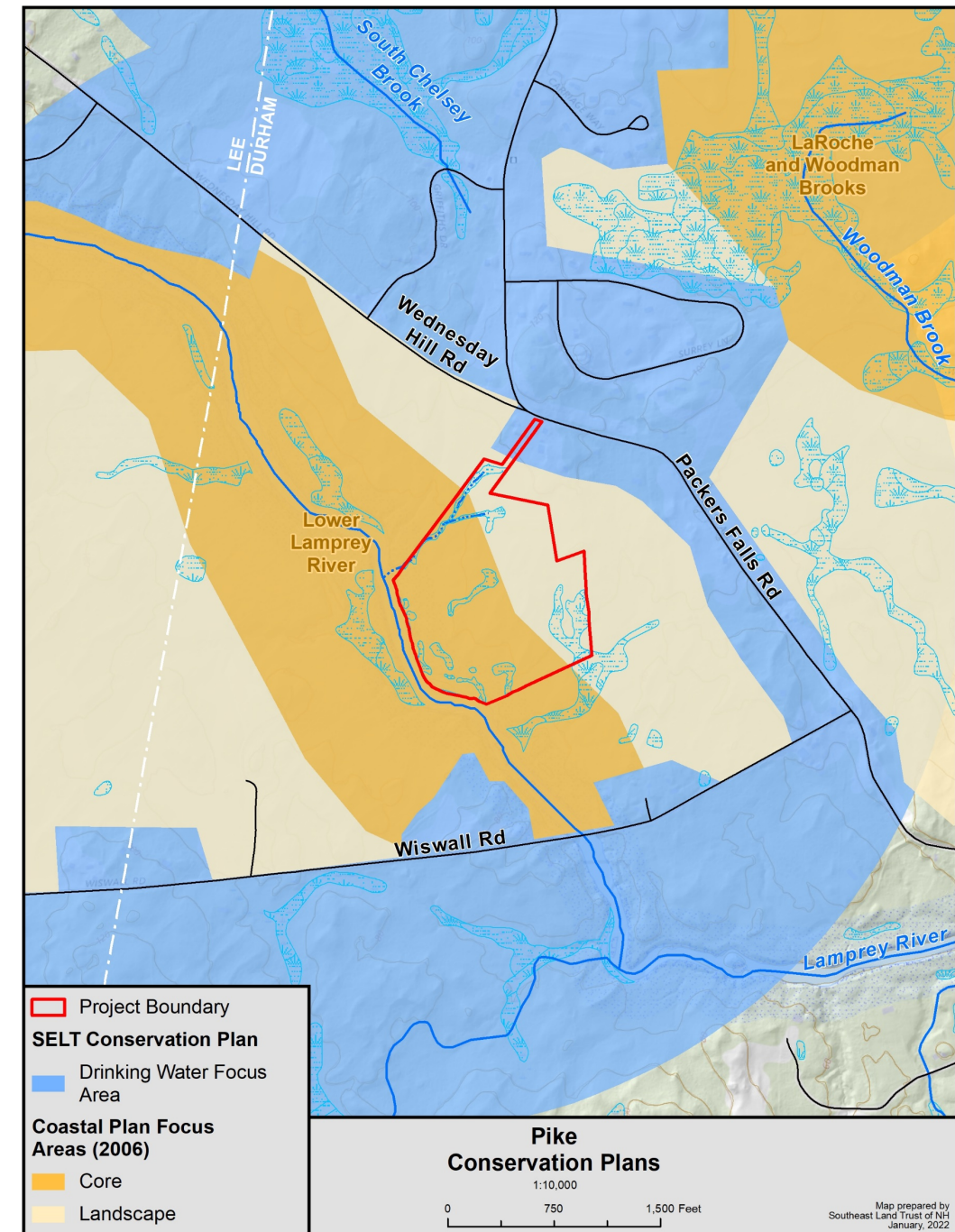
- 13 ac in Pollutant Attenuation Tier 1
- Entirely within the river corridor of a DES Designated River
- 1,221' Frontage on Federally designated Wild & Scenic River
- 5.6 ac of wetlands
- 8 vernal pools, all within 200' of river
- Section of river documented occurrences of three rare reptile species in NH



Pike Lamprey River Conservation Project

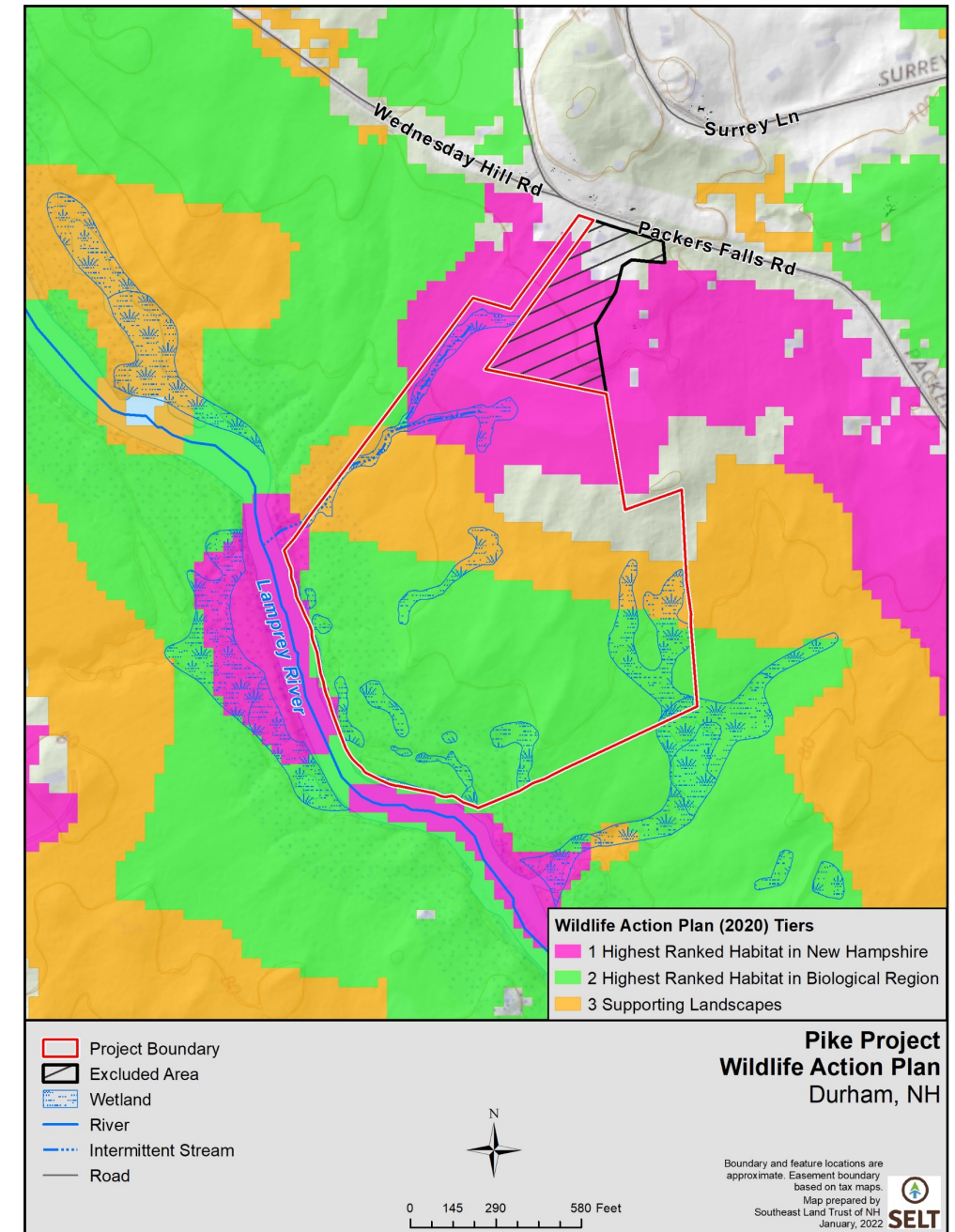
Conservation Plans

- SELT Conservation Plan;
 - Entirely within Drinking Water Focus Area
- NH Coastal Plan(2006): 35.8 ac Lower Lamprey River
- Connect The Coast: 21.9 ac Lower Lamprey Prioritized Habitat Block
- Wildlife Action Plan
 - 19% Tier 1
 - 52% Tier 2
 - 21% Supporting Landscape



Pike Lamprey River Conservation Project

- Bonnie Pike is widow and wants to sell the land along with unoccupied circa 1888 house, barn and garage
- Gave conservation opportunity
- SELT managing entire acquisition, conservation project separate from the house-barn sale



Pike Lamprey River Conservation Project

Ownership/Conservation Easement:

- Propose Town own property since owns abutting 50-acre Thompson Forest subject to SELT CE
- CE held by SELT will include terms required by:
 - ARM – buffers/BMPs; archeol for ground disturbance; no trails but can request approval from NHDES/Army Corps; forestry only for wildlife purpose; and management plan for all forestry
 - DWGTF – State of NH enforcement rights; allowance of drinking water infrastructure;
 - RCPP – USA hold enforcement rights; agriculture limited to existing field; must define building envelopes



Pike Lamprey River Conservation Project

Due Diligence:

- Title: SELT will provide Certificate of Title from attorney and can also secure title insurance
- Phase 1: SELT will hire firm to prepare Phase 1 and provide to Town
- Boundary Survey: Completed and boundary will be “tin squared” with SELT signs. All corners will be set



Pike Lamprey River Conservation Project

Budget:

Land Conservation Total Cost \$598,496

- \$ 505,000 purchase property
- \$ 42,146 Transaction Costs (survey, phase 1, title, legal...)
- \$ 20,000 Project Management
- \$ 7,500 Professional Services (mailing/wetlands inventory)
- \$ 15,100 SELT Stewardship Fund & Legal Defense
- \$ 1,500 Capital Costs (kiosk if desired)
- \$1,500 Archeological investigation

Revenue for Land Conservation

- \$ 35,000 Town Conservation Fund (requested)
- \$ 220,000 NHDES ARM (awarded)
- \$ 87,606 DGWTF (awarded)
- \$ 202,500 NRCS RCPP (selected project)
- \$ 35,639 LRAC (will request)
- \$ 22,075 GBRPP (awarded)

Durham \$35,000 contribution is 5.8% of the total project cost



Questions?



PLAN REFERENCES:

- 1) "LIMITED SUBDIVISION; LAND OF; MARY BURROWS"
BY: G.L. DAVIS & ASSOC.
DATED: MAY, 1975
S.C.R.D. POCKET #15, FOLDER #1, PLAN #33
- 2) "SUBDIVISION OF PROPERTY OF; MARQUETTE E. CARLUSE"
BY: M.E. JENKINS & SONS
DATED: JANUARY, 1979
S.C.R.D. PLAN #170-59
- 3) "PROPOSED SUBDIVISION OF LAND; FOR; WILSON PIKE; IN; DURHAM,
NEW HAMPSHIRE"
BY: SEACOST ENGINEERING ASSOCIATES, INC.
DATED: FEBRUARY 20, 1980
S.C.R.D. PLAN #38A-83
- 4) "FINAL SUBDIVISION; PLAN OF LAND; OWNED BY; DUANE C. &
DOROTHY J. CARLUSE"
BY: JAMES M. JAVELLE ASSOCIATES
DATED: AUGUST 28, 1990
S.C.R.D. PLAN #38A-83
- 5) "CONSERVATION EASEMENT PLAN"
BY: JAMES MISC.
DATED: JUNE 21, 2007
S.C.R.D. PLAN #61-52
- 6) "CONSERVATION EASEMENT PLAN; TAX MAP 14, LOT 8-3;
WEDNESDAY HILL ROAD; DURHAM, NH; OWNER: MURELL G.
THOMPSON REV. TRUST; SHIRLEY THOMPSON, TRUSTEE; C/O
KIMBERLY LAUGHTON"
BY: ERIC C. MITCHELL & ASSOC., INC.
DATED: DECEMBER 30, 2015
S.C.R.D. PLAN #11-24
- 7) "LOT LINE REVISION PLAN; FOR; SOUTHEAST LAND TRUST OF NH;
LAND OF; THE PIKE FAMILY REVOCABLE TRUST; PACKERS FALLS ROAD;
DURHAM, N.H.; TAX MAP 14, LOTS 10-2 & 10-3"
BY: BERRY SURVEYING & ENGINEERING
DATED: JANUARY 19, 2022
FILE #2021-164
TO BE RECORDED

N/F BOLEY FAMILY REVOCABLE TRUST
10 JUNIPER LAKE
DURHAM, NH 03824
TAX MAP 14, LOT 27-2
S.C.R.D. BOOK 4652, PAGE 288

N/F RICHARD S. LYONS
REVOCABLE TRUST AND
VIRGINIA K. LYONS REVOCABLE
TRUST
68 WSWALL ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 27-1
S.C.R.D. BOOK 3666, PAGE 298

N/F TRACEY MADDEN TRUST
40 WSWALL ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 27-1
S.C.R.D. BOOK 4262, PAGE 755

LEGEND:

- 3/4" REBAR W/D CAP - TO BE SET -
- REBAR - FND -
- IRON BOUND - FND -
- DRILL HOLE - FND -
- UTILITY POLE
- STONEWALL
- EXISTING PERIMETER BOUNDARY LINE
- PROPOSED BOUNDARY LINE
- BOUNDARY LINE TO BE ABANDONED
- ACCESS RIGHT OF WAY LINE
- POORLY DRAINED JURISDICTIONAL WETLAND LINE
- WETLAND BUFFER LINE
- BUILDING SETBACK LINE
- FND TYP. TYPICAL
- TBS TO BE SET
- S.C.R.D. STAFFORD COUNTY REGISTRY OF DEEDS

N/F CODY, JAMES
85 WSWALL ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 28-0
S.C.R.D. BOOK 2716, PAGE 664

N/F UNIVERSITY OF NH
DURHAM, NH 03824
TAX MAP 14, LOT 8-SUNHE

N/F TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
TAX MAP 14, LOT 8-3
S.C.R.D. BOOK 4368, PAGE 2016

DURHAM
APPROVED
PLANNING BOARD

SIGNATURE

TITLE

DATE

WEST ENVIRONMENTAL, INC.
MARK WEST, CWS #10

WETLAND NOTE:

1. THE WETLAND DELINEATION WAS COMPLETED JANUARY 2021 ACCORDING TO THE FOLLOWING STANDARDS:
2. CORPS OF ENGINEERS WETLAND DELINEATION MANUAL, TECHNICAL REPORT 4-87-1, (JANUARY, 1987)
3. U.S. ARMY CORPS OF ENGINEERS, REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL, NORTH-CENTRAL AND NORTH-EAST REGION, VERSION 2.0, U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER, 3909 HALLS FERRY ROAD, VICKSBURG, MS 39080-6199, JANUARY 2012, EROG/EL TR-12-1
4. COMARIN, LEWIS M., GLETT, FRANCIS C. AND LARGE, EDWARD T., CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES, USFWS, DEPT. OF THE INTERIOR, WASH. D.C., 1978.
5. FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES: A GUIDE FOR IDENTIFYING AND DELINEATING HYDRIC SOILS, VERSION 8.1, 2017 (INCLUDING CORRECTIONS TO VERSION 8.0, 2016, ON PAGES 21, 25, AND 34)
6. NEW ENGLAND HYDRIC SOILS TECHNICAL COMMITTEE: 2017 VERSION 4, FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION, LOWELL, MA

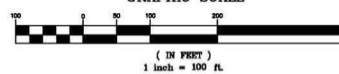
NOTES:

- 1) OWNER: PIKE FAMILY REVOCABLE TRUST
275 PACKERS FALLS ROAD
DURHAM, NH 03824
- 2) TAX MAP 14, LOT 10-2
- 3) LOT AREA: 1,725,439 Sq.Ft., 39.61 Ac.±
- 4) S.C.R.D. BOOK 4931, PAGE 1026
- 5) THE INTENT OF THIS PLAN IS TO SHOW THE SUBDIVISION OF TAX MAP 14, LOT 10-2 INTO TWO LOTS, UTILIZING THE PORKCHOP LOT ORDINANCE.
- 6) BOUNDARY LINES BASED ON A TRAVERSE PERFORMED IN 2020 ON THE ENTIRE PARCEL WITH A CLOSURE ERROR OF BETTER THAN 1 PART IN 10,000.
- 7) ZONING: RURAL
LOT AREA: 150,000 Sq.Ft.
FRONTAGE (TRADITIONAL SUB.) 300'
PORKCHOP LOT FRONTAGE: MIN. 50', AVERAGE 125'
SETBACKS:
FRONT - 30'
SIDE AND REAR - 50'
WETLAND BUFFER - 100'
SEPTIC WETLAND SETBACK - 125'
- 8) THERE WERE NO CEMETERIES OBSERVED ON THE LOT.
- 9) NO ENCROACHMENTS WILL RESULT FROM THE SUBDIVISION, THE EXISTING SHED ON THE PARCEL IS TO BE RELOCATED OR REMOVED.
- 10) FOR MORE INFORMATION ABOUT THIS SUBDIVISION, CONTACT THE DURHAM PLANNING DEPARTMENT AT 603-888-8084. THIS IS A TWO PAGE PLAN SET, WITH SHEET 2 SHOWING TOPOGRAPHY AND ADDITIONAL FEATURES. SHEET 1 IS INTENDED FOR RECORDING.
- 11) I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE & BELIEF, A PORTION OF THIS PARCEL DOES FALL WITHIN THE FLOOD PLAIN FLOOD HAZARD REF: FEMA COMMUNITY #330146, MAP #330700377E, DATED: SEPTEMBER 30, 2015. THIS AREA IS ADJACENT TO THE LAURET RIVER, THE HIGHEST FLOOD ELEVATION ON THE PROPERTY IS 64.1.
- 12) ELECTRIC AND TV/CABLE UTILITIES ARE LOCATED OVERHEAD ON THE UTILITY POLES AS SHOWN.
- 13) LOT 10-2 WILL BE SUBJECT TO INHES SUBSURFACE SUBDIVISION APPROVAL, DUE TO THE SIZE BEING LESS THAN 5 Ac.
- 14) LOT 10-2 AND LOT 10-2A WILL HAVE A JOINT DRIVEWAY LOCATED ON LOT 10-2 IN THE AREA OF THE PROPOSED ACCESS EASEMENT.

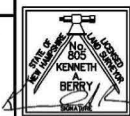
LINE	BEARING	DISTANCE
L1	S14°29'32"W	60.89
L2	S56°41'46"W	58.84
L3	N84°50'39"W	58.87
L4	N68°40'30"W	54.30
L5	S01°58'22"E	83.89

"SEACOST ENG."
STEEL STAKE
-FND-
(SEE PLAN REF. #7)

GRAPHIC SCALE



I CERTIFY THAT THIS PLAN EXCEEDS THE
MINIMUM REQUIREMENT FOR ACCURACY AND
COMPLETENESS OF THE STATE OF N.H. AND
OF THE TOWN OF DURHAM - 1:10,000
KENNETH A. BERRY LLS 605 DATE 1-19-22



SUBDIVISION PLAN
FOR
SOUTHEAST LAND TRUST OF NH
LAND OF
PIKE FAMILY REVOCABLE TRUST
PACKERS FALLS ROAD
DURHAM, N.H.
TAX MAP 14, LOT 10-2

BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT RD.
BARRINGTON, N.H. (603)332-2863
SCALE : 1 IN. EQUALS 100 FT.
DATE : JANUARY 19, 2022
FILE NO. : DB 2021 - 164