



TOWN OF DURHAM

8 Newmarket Road

Durham, NH 03824

Tel: 603-868-5571

Fax: 603-868-1858

www.ci.durham.nh.us

6:00 PM

NONPUBLIC SESSION

IAW RSA 91-A:3 II (e): Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. (Xemed Holdings v. Town of Durham Abatement Appeal Superior Court Decision)

NOTE: *This meeting is not open to the public*

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, JULY 11, 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

IX. Unanimous Consent Agenda *(Requires unanimous approval. Individual items may be removed by any councilor for separate discussion and vote)*

- A. Shall the Durham Town Council, upon recommendation of the Administrator, authorize the Administrator to sign a contract in the amount of \$207,600.00 with Environmental Partners Group of Quincy, MA for the Wastewater Treatment Plan Major Components Rehabilitation, subject to available funding?
- B. Shall the Durham Town Council, upon recommendation of the Administrator and Durham's Alternate Representative to CPC-NH, authorize the Administrator to sign the amendment to the Joint Powers Agreement originally approved by the Durham Town Council on September 21, 2021, as presented?
- C. Shall the Town Council schedule a Public Hearing for Monday, August 15, 2022, on a resolution authorizing the acceptance and expenditure of \$10,000 in unanticipated revenue from the NH Charitable Foundation to provide Diversity, Equity, and Inclusion (DEI) training for Durham municipal employees and volunteers?
- D. Shall the Town Council, upon recommendation of the Administrator, Business Manager, and Treasurer, award auditing services to the firm of Plodzik & Sanderson, P.A. for Fiscal Years ending 2022, 2023, 2024, 2025 and 2026 in accordance with Section 4.10 D. of the Durham Town Charter?
- E. Shall the Town Council, upon recommendation of the Administrator, approve a Permit Application submitted by UNH Memorial Union and Student Activities to close a portion of Main Street between Garrison Avenue and Edgewood Road on Wednesday, September 7, 2022 (Rain Date: Thursday, September 8, 2022) From 10:00 AM to 8:00 PM for the Annual University Day event?
- F. Shall the Town Council approve the 3rd 2022 Warrant for Water and Sewer totaling \$591,500.81 and authorize the Administrator to sign said Warrant?

X. Committee Appointments

- A. Shall the Town Council reappoint Wayne Burton, 106 Madbury Road, as a Durham representative to the Strafford Regional Planning Commission (MPO Policy Committee) to fill his earlier unexpired vacancy with a term ending April 2024?
- B. Shall the Town Council appoint Michael Klein, 28 Sumac Lane, to the Durham Energy Committee?
- C. Shall the Town Council recommend to the NHDES Rivers Management Advisory Committee the reappointment of Richard (Dick) Lord to the Lamprey River Advisory Committee for a three-year term?

XI. Presentation Items

- A. Quarterly Financial Report for Period Ending June 30, 2022 – Gail Jablonski, Business Manager
- B. Receive report/update on current activities of the Planning Board – Paul Rasmussen, Chair

XII. Unfinished Business

- A. **PUBLIC HEARING AND ACTION ON RESOLUTION #2022-12** to authorize the acceptance and expenditure of an American Rescue Plan Act (ARPA) grant from the New Hampshire Department of Environmental Services in the amount of up to \$100,000 for the West End Sewer Planning Study Project and authorizing the Administrator to sign and submit grant documents on behalf of the Town of Durham?
- B. **PUBLIC HEARING AND ACTION ON RESOLUTION #2022-13** to authorize the acceptance and expenditure of an American Rescue Plan Act (ARPA) grant from the New Hampshire Environmental Services for partial funding up to \$284,226 for restoration of the Oyster River through removal of the Mill Pond Dam and authorize the Administrator to sign a grant agreement and associated documents?

XIII. New Business

Other Business

XIV. Nonpublic Session (if required)

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

XVI. Adjourn (NLT 10:30 PM)

<p><i>(*) 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.</i></p>



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AGENDA ITEM: Nonpublic Session

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Jim Rice, Assessor
Attorney Walter Mitchell, Mitchell Group

ACTION PROPOSED:

**NONPUBLIC SESSION REGARDING SUPERIOR COURT DECISION
ON ABATEMENT APPEAL OF XEMED HOLDINGS**

CC PREPARED BY:

Jennie Berry, Administrative Assistant

PRESENTED BY:

Walter Mitchell, Attorney, Mitchell Group, Laconia, NH
Jim Rice, Assessor

AGENDA DESCRIPTION:

Per RSA 91-A, the Right to Know Law, "Nonpublic" Sessions may be held for one or more of the specific and sensitive issues actually listed in RSA 91-A:3, II. Motion must state specific exemption under Paragraph II of RSA 91-A:3. Roll call vote to enter into nonpublic session is required.

Attorney Walter Mitchell and Assessor Jim Rice will be present at Monday night's Nonpublic Session, which begins at 6PM, to provide guidance on next steps relating to the Xemed Holdings v. Town of Durham Abatement Appeal Superior Court decision.

Minutes of meetings in nonpublic session shall be kept and the record of all actions shall be promptly made available for public inspection, except as provided in this section. Minutes of such sessions shall record all actions in such a manner that the vote of each member is ascertained and recorded. Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless, by recorded vote of 2/3 of the members present taken in public session, it is determined that divulgence of the information likely would affect adversely the reputation of any person other than a member of the public body itself, or render the proposed action ineffective, or pertain to terrorism, more specifically, to matters relating to the preparation for and the carrying out of all emergency functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life. This shall include training to carry out such functions. In the event of such circumstances, information may be withheld until, in the opinion of a majority of members, the aforesaid circumstances no longer apply. For all meetings held in



nonpublic session, where the minutes or decisions were determined to not be subject to full public disclosure, a list of such minutes or decisions shall be kept and this list shall be made available as soon as practicable for public disclosure. This list shall identify the public body and include the date and time of the meeting in nonpublic session, the specific exemption under paragraph II on its face which is relied upon as foundation for the nonpublic session, the date of the decision to withhold the minutes or decisions from public disclosure, and the date of any subsequent decision, if any, to make the minutes or decisions available for public disclosure. Minutes related to a discussion held in nonpublic session under subparagraph II(d) shall be made available to the public as soon as practicable after the transaction has closed or the public body has decided not to proceed with the transaction.

LEGAL AUTHORITY:

Per RSA 91-A, the Right to Know Law, nonpublic session may be held for one or more of the specific and sensitive issues actually listed in RSA 91-A:3, II. Motion must state specific exemption under paragraph II of RSA 91-A:3. Roll call vote to enter into nonpublic session is required.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, on a roll call vote of members present, enter into Nonpublic Session in accordance with RSA 91-A:3 II (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with anybody or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

Sally Tobias _____
Eleanor Lonske _____
Eric Lund _____
Katherine Marple _____

Sally Needell _____
Charles Hotchkiss _____
James Lawson _____
Carden Welsh _____
Joe Friedman _____

STATE OF NEW HAMPSHIRE

STRAFFORD COUNTY

SUPERIOR COURT

Xemed Holdings, LLC

v.

Town of Durham

Docket No. 219-2020-CV-00250

ORDER

The petitioner, Xemed Holdings, LLC ("Xemed") seeks an abatement of its 2019 property taxes. Respondent, the Town of Durham ("the Town" or "Durham"), objects. After a bench trial on October 18, 21, 28, 2021 and February 24, 2022, the Court finds and rules as follows.

FACTS

Xemed seeks abatement of the 2019 tax year property taxes imposed on property located at 16 Strafford Avenue, Durham, New Hampshire ("the subject property"), which Xemed purchased in 2006. In 2013, Xemed razed the subject property's original structure -- a cape style house - and erected a new building out of which Xemed has operated since. Xemed, LLC uses the current building for development and testing of laser technology. Xemed, LLC leases the subject property from Xemed.

The subject property consists of approximately one-half acre of land and a 10,320 square foot, three-story office and research and development space within a wooden framed, vinyl sided building. The first floor of the building includes a conference room, lab space, testing room, galley kitchen, shipping room with an overhead door which opens to the parking lot, and a half-bathroom. The second floor consists mainly of open office area, with one enclosed office, a kitchen-lounge area, and another half-bathroom. Additional lab rooms with cathedral ceilings, a

storage room, a “clean room,” and another half-bath comprise the third floor. The building also houses a partially finished 1,829 square foot mechanical penthouse, which was not included in either of the appraisal reports. In addition to the building, the land also houses a 25 vehicle parking lot.

Both Xemed’s expert, Ms. Campaniello, and the Town’s expert, Mr. Kurfchs agree that the subject property’s current use as an office-flex space with research and development use is also its highest and best use, and that an owner-occupant or partial owner-occupant, and not an investor, reflect the most likely buyer. Both experts agree that, to some degree, the configuration and design of the building, including the cathedral ceilings, shipping and lab rooms, are unique to Xemed, LLC’s purpose of developing and testing laser technology.

As discussed above, the subject property is located in Durham, New Hampshire, itself situated in New Hampshire’s “Seacoast” region. The subject property sits in a district zoned as a professional office district. University of New Hampshire student housing, including fraternity housing and single-family homes, surround the subject property. The Durham Public Library sits behind the subject property, and Durham’s central business district lies within walking distance.

The Town assessed the subject property at \$1,480,600. Based on that value, The Town imposed a tax of approximately \$40,614 for the 2019 tax year, on an equalization ratio of 93.8 percent of the fair market value. At trial, Xemed presented evidence through Campaniello’s appraisal and testimony that would support a \$930,000 fair market value. The Town presented evidence through Kurfchs’ appraisal and testimony that would support a \$1,500,000 fair market value.

ANALYSIS

Municipalities must assess real property “at its market value.” RSA 75:1. Fair market value means “the price which in all probability would have been arrived at by fair negotiations . . . taking into account all considerations that fairly might be brought forward and reasonably given substantial weight in such bargaining.” *Society Hill at Merrimack Condo. Ass’n v. Town of Merrimack*, 139 N.H. 253, 255 (1994) (quotation omitted). The dispute landed in this Court because, when a municipality “neglect[s] or refuse[s]” to grant a tax abatement upon written request from the taxpayer, the taxpayer may petition to superior court, which “shall make such order thereon as justice requires.” RSA 76:17.

In tax abatement proceedings, “[t]he superior court is bound by principles of equity.” *Ansara v. City of Nashua*, 118 N.H. 879, 880 (1978) (citation omitted). The superior court’s “jurisdiction in an abatement proceeding is appellate, and it has the power to review the municipality’s decision to determine if an abatement is warranted.” *LSP Ass’n v. Town of Gilford*, 142 N.H. 369, 374 (1997). While RSA 76:17 “confers broad discretion and equitable powers upon the superior court to abate taxes,” the court “will abate only so much of the taxpayer’s tax as in equity the taxpayer ought not to pay.” *Porter v. Town of Sanbornton*, 150 N.H. 363, 368 (2003) (citation omitted). Thus, to succeed in a tax abatement proceeding, the taxpayer has “the burden of proving by a preponderance of the evidence that [it is] paying more than [its] proportional share of taxes.” *Society Hill*, 139 N.H. at 254 (quotation omitted). The Petitioner may show disproportionate taxation by establishing the fair market value of the subject property and comparing it to the assessed value, factoring in the equalization ratio used in the assessment of the subject property. *Wise Shoe Co. v. Exeter*, 119 N.H. 700, 701 (1979).

Real estate appraisal methodology recognizes three generally accepted approaches to determine the market value of a property: the comparative sales method; the income method; and the cost approach. *Town of Croydon v. Current Use Advisory Board*, 121 N.H. 442, 446 (1981). “There is no rigid formula which can be used to arrive at full and true value for property tax assessment, [n]or is specific weight required to be allocated to any of the several approaches. Rather, all relevant factors must be considered and judgement is the touchstone.” *Crown Paper Co., v. City of Berlin*, 142 N.H. 563, 570 (1997) (quotations omitted). The Court may utilize any of the approaches presented to it to determine the ultimate fair market value.

Campaniello and Kurfefs presented primarily the sales comparison and income, and, to a significantly lesser extent, the cost approach. With respect to the latter, Kurfefs did not conduct a full cost approach analysis and Campaniello relegated the cost approach to least reliable status. Each expert’s lack of confidence in the cost approach persuades the Court of its low reliability, and, therefore, the Court will not consider that valuation approach in determining the subject property’s fair market value. *See Brickman v. City of Manchester*, 119 N.H. 919, 920 (1979) (“In abatement petitions, the trial court is empowered to make a determination of the subject property’s market value, . . . and all evidence before the court relating to valuation should be considered. . . However, the court is not foreclosed from choosing one particular method to the exclusion of others.”). The evaluation of the parties’ fair market value opinions, therefore, focuses on fair market value estimates derived from the comparative sales and income methods.

I. Comparative Sales Method

Through the comparative sales method, the fair market value is determined “by comparing similar properties that have recently been sold to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit

prices, as appropriate) of the comparable properties, based on relevant, market-derived elements of comparison.” *N.H. Dep’t of Transp. V. Franchi*, 163 N.H. 797, 799 (2012). The dueling experts employed different sets of comparator properties in their respective analyses.

Campaniello analyzed seven properties in total: 8 Continental Drive in Exeter; 10 Continental Drive in Exeter; 171 Londonderry Turnpike in Hooksett; 130 Ledge Road in Seabrook; 93 Ledge Road in Seabrook; 80 Merrimack Street in Manchester; and 660 Chestnut Street in Manchester. (See Ex. 3, p. 32-35). Campaniello did not conduct a full sales comparison approach of the two Manchester properties, and afforded them less weight in her sales comparison analysis. By contrast, Kurfels compared six properties: 15 Nelson Road in Manchester; 345 Cilley Road in Manchester; 23 River Road in Newington; 688 Calef Highway in Barrington; 2 Ridge Street in Dover; and 252 Route 108 in Somersworth. (See Ex. A, p. 77). In examining the details of the proposed comparable properties, and the experts’ testimony, the Court concludes – and finds – that 171 Londonderry Turnpike, 130 Ledge Road, 93 Ledge Road and 23 Ridge Road provide the best comparators to the subject property, given their size, use, and least overall adjustments.

Neither 8 Continental Drive nor 10 Continental Drive sold prior to the appraisal; both were for sale at the time of the appraisal process. (See Ex. 3, p. 32). The comparative sales method is to be used with “properties that have *recently sold*.” *Franchi*, 163 N.H. at 799 (emphasis added). As fair market value refers to “the price in which all probability would have been arrived at by fair negotiations between owner willing to sell and purchaser desiring to buy,” and a listing price does not reflect “fair negotiations,” the Court concludes – and finds – that these two properties do not reflect accurate indicators of fair market value. *Society Hill at Merrimack Condo. Ass’n*, 139 N.H. at 255. Campaniello, moreover, applied the most overall adjustments to those two properties, adjusting 8 Continental Drive for conditions of sale,

location/zoning, building configuration, and quality/condition; and adjusting 10 Continental Drive for conditions of sale, location/zoning, and building size. (*See* Ex. 3, p. 32). In the aggregate, Campaniello's adjustments resulted in an absolute percentage adjustment of 30%, and a net percentage adjustment of +10% for both properties. (*Id.*). Their significant absolute percentage adjustments also make these properties unreliable as comparable sales to the subject property.

The sales of 15 Nelson Street, 2 Ridge Street, and 252 Route 108, moreover, occurred in March 2021, May 2016, and May 2011, respectively – outside the exposure time and marketing timeframe of 24 months (2018-2020) proposed by Kurfels. (*See* Ex. A, p. 77). As a consequence, these sales cannot fairly be considered “recent” and, therefore, appropriate comparisons to the subject property.¹ *See Franchi*, 163 N.H. at 799 (stating comparable sales method analyzes comparable properties that have recently sold). Nor do these properties qualify as office/flex or office/ research and design properties. They are instead standard office spaces, *see* Ex. A, p. 78-79; p. 86-87; p. 88-89, a comparative deficiency also reflected in 345 Cilley Road and 688 Calef Highway, *id.* at p.80, 84. Both experts agree that the subject property's highest and best use is office/research and design or office/flex space, leaving properties lacking those features less reliable sales comparisons.

That analysis leaves 171 Londonderry Turnpike, 130 Ledge Road, 93 Ledge Road, and 23 River Road as the best comparators to the subject property. Each is configured for office/flex/ R&D use. 171 Londonderry Turnpike, at 14,460 square feet, consists of private office spaces,

¹ Exposure time is defined as: “the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.” Marketing time is defined as: “the reasonable marketing time is an estimate of the time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal.” (Ex. A, p. 106).

large open areas, employee lounge and kitchen areas, storage space and multiple half bathrooms. (See Ex. 3, p. 91-92). 171 Londonderry Turnpike also has a parking lot, though at 60 vehicles, larger than the subject property's 25. (*Id.*). 171 Londonderry Turnpike sold for \$1,166,000, or \$80.08/square foot in July 2019. (*Id.*).

Campaniello made adjustments to 171 Londonderry Turnpike as follows: a +5% adjustment for location/zoning based on its location in Hooksett, NH, inferior to the subject property's location in Durham; a +10% adjustment for building size to account for the 5,000 additional square feet it has that the subject property does not; and a -5% adjustment to account for a building configuration superior to the subject property.² (*Id.* at p. 32). This resulted in an absolute adjustment of 20%, a net adjustment of +10%, and an adjusted price per square foot of \$88.09. (*Id.*).

130 Ledge Road, at 10,302 square feet, consists of two stories the first of which includes 2,500 square feet of storage area, a 6-ton floor lift, 10' drive-in bay; and the second of which includes office space, conference rooms, engineering/training area, private offices, and a large open area. (*Id.* at p. 96-97). The property also includes parking for 50 vehicles. (*Id.*). The property sold for \$960,000 or \$93.19 in April 2019. (*Id.* at p. 32).

Campaniello adjusted 130 Ledge Road as follows: -10% for location/zoning to account for the subject property's inferior location (based on the former's close proximity to I-95 and the Massachusetts border as well as its location within a mixed commercial, office and industrial development area); and +5% for quality/ condition, to account for 130 Ledge Road's inferior building quality and condition. (*Id.*). This resulted in an absolute adjustment of 15%, a net adjustment of -5%, and an adjusted price per square foot of \$88.53. (*Id.*). Given the size of the

² Building configuration accounts for the size of the building and the amount of office space and non-office space in the building. (See Ex. 3, p. 34).

building, in addition to the use/configuration similarities to the subject property and the few overall adjustments, the Court concludes – and finds – that this property represents the closest comparator to the subject property and, therefore, the comparator on which the Court rests the greatest weight in the sales comparison analysis.

93 Ledge Road, at 10,500 square-feet, consists of one story that includes 6,543 square feet of office space, a 1,944 square foot warehouse, and 2,013 square feet of production space. (*Id.* at p. 101-02). The building also includes a parking lot for 25 vehicles, and 18' clear height ceilings. (*Id.*). The property sold for \$1,147,550 or \$109.29 per square foot in June 2018. (*Id.* at p. 32).

Campaniello adjusted 93 Ledge Road -10% to account for its superior location (based on its location in a commercial/industrial area with close proximity I-95 and Massachusetts); -5% for building configuration, to account for a superior building configuration to the subject property; and -5% for quality/condition, again to account for 93 Ledge Road's superior quality/condition over the subject property. (*Id.*). This resulted in an absolute adjustment of 20%, a net adjustment of -20% and an adjusted price per square foot of \$87.43. (*Id.*).

Finally, 23 River Road, 4,638 square feet of flex office space, consists of a first floor with a small office, reception area, storage space, a 1,310 square foot unfinished garage with 3 drive-in doors and flex space, and a second floor with four offices and a kitchen. (*See* Ex. A, p. 82-83). 23 River Road sold for \$540,000 or \$116.42 per square foot in June 2020. (*Id.* at p. 77). Kurfels adjusted the property as follows: -15% adjustment for location; a +10% adjustment for construction quality; a +10% adjustment for use; -5% adjustment for building size; and a +10% adjustment for effective age/condition. (*Id.* at p. 93). This resulted in a net adjustment of +10% and an adjusted sale price per square foot of \$128.07. (*Id.*). Kurfels and Campaniello treat the

adjustments differently: Kurfels includes separate categories for construction quality and current condition while Campaniello includes just one category—building quality/condition—to embody construction quality and condition, as well as degree of finished areas. In either case, however, the adjustments to that property exceeded the adjustments to each of the other properties. The significant adjustments necessary to bring this property into comparison with the subject property make it least reliable and the Court affords it the least overall weight among the properties relevant to fair market value via the sales comparison approach.

The adjusted price per square foot derived from 171 Londonderry Turnpike, 130 Ledge Road, 93 Ledge Road, and 23 River Road are \$88.09, \$88.53, \$87.43, and \$128.07, respectively. (See Ex. 3 p. 32; Ex. A, p. 77). Based on 130 Ledge Road's closest similarity to the subject property, and 23 River Road's least similarity, the Court concludes that \$93.00 per square foot and an overall fair market value of \$959,440³ results from the sales comparison approach.

II. *Income Approach*

"The income capitalization approach measures the present value of property on the basis of the future net income the property could produce for the owner." *Rollsworth Tri-City Trust v. City of Somersworth*, 126 N.H. 333, 335 (1985). The future net income is the income "the property would generate on the open market, less the normal and usual costs of operation." *Id.* Once the net income is determined, that figure "is then capitalized to determine present worth." *Id.*

Both experts utilized the direct capitalization approach in which "the estimated net operating income (NOI) is capitalized by an appropriate capitalization rate to provide a market value indication." (Ex. A, p. 59). Estimating the market potential gross income comprises the

³ This number is calculated by multiplying the price per square foot (\$92.00) by the square feet of the subject property (10,320).

first step in an income approach valuation analysis. (*Id.*). To determine the market potential gross income, both experts employed the market rent analysis which surveys the local market to identify similar rentals to the subject property. (*See* Ex. 3, p. 37; Ex. A, p. 61). Both experts arrived at similar potential gross income: Campaniello at \$10 per square foot and Kurfels at \$11 per square foot. (*See* Ex. 3, p. 38; Ex. A, p. 67).

As an initial matter, the Court notes that four out of eleven of Campaniello's local market lease rates reflect *asking* as opposed to *actual* rental rates, which the Court does not credit. (*See* Ex. 3, p. 37). By contrast, all of Kurfels' rental rates reflect actual rental rates from the Durham market – the subject property's location. (*See* Ex. A, p. 61). Given the similarity to the rental rates advanced by both experts and the absence of a compelling reason to discredit any of Kurfels' rental rates, the Court concludes – and finds – a rental rate of \$11 per square foot triple net lease appropriate for the subject property.⁴ This results in potential gross rental income of \$113,520.

The next step in the income approach analysis determines the total effective gross income for an income producing property, by deducting a rate known as the vacancy and credit loss—which allows “for reductions in potential income attributable to vacancies, tenant turnover, and nonpayment of rent”—from the potential gross rental income. (Ex. A, p. 67). Both experts agree upon a vacancy and credit loss factor of 7.5% which yields a dollar amount of \$8,514 ($\$113,520 \times .075$). Application of the vacancy and credit loss factor results in subject property effective gross income of \$105,006.

⁴ Both experts agree the appropriate lease agreement for the subject property is a triple net lease (“NNN lease”) in which the tenant pays all property operating expenses, including property maintenance, real estate taxes and insurance, in addition to the stipulated rent. (*See* Ex. 3, p. 37; Ex. A, p. 59).

The next step in the income approach analysis subtracts operating expenses from the effective gross income to determine the net operating income. This calculation hinges on what the operating expenses net ensnares. Campaniello proposed that operating expenses include management expenses; replacement reserves; and a miscellaneous expenses category for legal and professional charges, marketing expenses and leasing commissions. (*See* Ex. 3, p. 38) While Kurfels included a miscellaneous expenses category and reserves for replacements, he did not include management expenses. (*See* Ex. A, p. 69). Campaniello's operating expenses totaled \$9,479, while Kurfels' totaled \$4,164. (*See* Ex. 3, p. 39; Ex. A, p. 70). Examining the details of the analyses undertaken by each appraiser and the respective criticisms that each leveled at the other, the Court is persuaded – and finds – that \$6,000 is an appropriate figure for the operating expenses, which brings the net operating income to \$99,006.

The next step in the income approach analysis, and in this action a central dispute between the two experts, concerns the appropriate capitalization rate for the subject property. The capitalization rate reflects “a fair return on an investment . . . including variables such as risk involved in the ownership and operation of the property.” *Brickman*, 119 N.H. at 922. Campaniello proposed a capitalization rate of 9.0% while Kurfels proposed a capitalization rate of 6.5%. (*See* Ex. 3, p. 41; Ex. A, p. 74). Both experts employed the market extraction method which analyzes capitalization rates from comparable sales. The market extraction method calculates a capitalization rate by “dividing [the property's] net operating income by its sale price.” (Ex. 7, p. 502). “The final rate concluded depends on the appraiser's judgment as to how comparable each sale is to the subject property.” (*Id.*).

Campaniello analyzed ten comparable properties in his market extraction method analysis. Five of those properties, however, are multi-tenant. (Ex. 3, p. 40). Campaniello

testified that she included multi-tenant properties as comparators to demonstrate that, generally, multi-tenant properties typically have lower capitalization rates. Campaniello emphasized that she did not rely on those in her final rate. Neither, therefore, does the Court. Several of Campaniello's capitalization rates, moreover, reflect *estimated* rates as opposed to *known* rates.⁵ (*Id.*). Excluding the estimates leaves two single-tenant capitalization rates: 8.67% and 8.00%. (*Id.*). Notably, those rates attach to properties located within the Seacoast market and similar in similar size to the subject property at 13,342 square feet and 14,400 square feet, respectively. (*Id.*).

Kurfehs, on the other hand, analyzed capitalization rates from six Manchester properties, which, Xemed argues, do not compare to the Seacoast market. (*See* Ex. A, p. 71; Ex. 7, p. 503 (“data must be drawn from properties that are physically similar to the property being appraised and from similar (preferably competing) markets. When a comparable property has significant differences, its value indication may be afforded less weight or may be discarded entirely.”)). But the capitalization rate is the ratio between the net operating income and the sale price. The sale price of the property accounts for differences in the size and location of the property analyzed. Notably, Campaniello included some Manchester properties in her capitalization rate analysis and agreed that while Manchester may not exactly compare to the Seacoast, properties in Manchester may still factor into the subject property capitalization rate. For that reason, the Court does not exclude the capitalization rates derived from the properties analyzed by Kurfehs in their entirety, but will afford them less weight.

⁵ Ms. Campaniello testified that instead of having information such as the property's net operating income or the cap rate, she had information pertaining to the lease rate for these properties and thereby calculated an estimate capitalization rate.

Perhaps more significantly, Kurfels generally utilizes properties quite distinct from the subject property. Four of Kurfels' six properties, at over 50,000 square feet, dwarf the subject property's 10,000 square feet. (*See* Ex. A, p. 71). And Kurfels testified that several of his properties contain purely commercial space and not mixed office and industrial space. Kurfels also acknowledged that many of his properties reflect higher-grade construction and design or superior location compared to the subject property. Kurfels testified, and the Court credits, however, that the sale prices account for many of these differences, again, since the capitalization rate simply reflects the ratio between those two figures. While, therefore, those properties may factor into the analysis, the Court will afford them less weight than Campaniello's properties in determining the appropriate capitalization rate for the subject property.

Reduced to its essence, the Court considers Campaniello's two proposed comparative capitalization rates—8.0% and 8.67%—and Kurfels' overall capitalization rate of 6.5%. As noted above, Campaniello's two capitalization rates derive from buildings similar in size, occupancy, use, and location to the subject property and, therefore, the Court affords those properties greater weight. By contrast, as previously discussed, all of Kurfels' properties show comparative deficiencies in location/market, size, occupancy, and use, which make his capitalization rate less reliable. Giving the respective weight each expert's capitalization rate merits, the Court concludes — and finds — that a capitalization rate of 7.7% appropriate for the subject property. As a last step, both experts agree to the upward adjustment of .19% to account for tax payment, the application of which yields a final capitalization rate of 7.89%. (*See* Ex. 3, p. 42; Ex. A, p. 74). A 7.89% capitalization rate, in turn, yields a market value of \$1,254,866.92.

III. *Reconciliation Analysis*

Conceptually, the income approach shows itself the less suitable of the two methods for determining the value of the subject property. Both experts agree that an owner-occupant or partial-occupant, and not an investor, would most likely purchase the subject property. (See Ex. 3, p. 23; Ex. A, p. 55). But “the income capitalization approach determines value by measuring a property’s worth on the basis of its capacity to generate future rental income.” *Rollsworth Tri-City Trust*, 126 N.H. at 336 (concluding income approach appropriate method for valuation where property was developed and held for the purpose of generating income for investor-owners). The income approach, in short, does not reflect realities of this particular subject property so as to make it the best indicator of fair market value.

An owner-occupant purchaser would typically rely most heavily on the sales comparison approach, which makes that approach most accurate to this particular valuation exercise. (See Ex. 3, p. 42-43). Yet, as both experts seem, to some extent, to agree, unique features of the subject property – designed for the development of laser technology in a neighborhood consisting of university housing – expose shortcomings in the sales comparison approach: truly comparable sales do not exist. The Court, therefore, does not rely solely on the sales comparison approach to arrive at a final fair market value.

In reconciling the two methods, recognizing the shortcomings of both, and discounting somewhat the income approach, the Court concludes – and finds – that the fair market value of the subject property is \$1,050,000. Applying the equalization rate of 93.8%, the appropriate fair and proportionate tax assessment for the subject property for the 2019 tax year is rounded to \$985,000. Accordingly, the Petition is GRANTED and the assessed value for the subject property is reduced to \$985,000.

SO ORDERED.

Date: June 16, 2022

A handwritten signature in black ink, appearing to read 'D.E. Will', is positioned above a horizontal line.

Hon. Daniel E. Will

Clerk's Notice of Decision
Document Sent to Parties
on 06/16/2022



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AGENDA ITEM: # 9A

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Richard Reine, Public Works Director

AGENDA ITEM: **SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, AUTHORIZE THE ADMINISTRATOR TO SIGN A CONTRACT IN THE AMOUNT OF \$207,600.00 WITH ENVIRONMENTAL PARTNERS GROUP OF QUINCY, MA FOR THE WASTEWATER TREATMENT PLAN MAJOR COMPONENTS REHABILITATION, SUBJECT TO AVAILABLE FUNDING?**

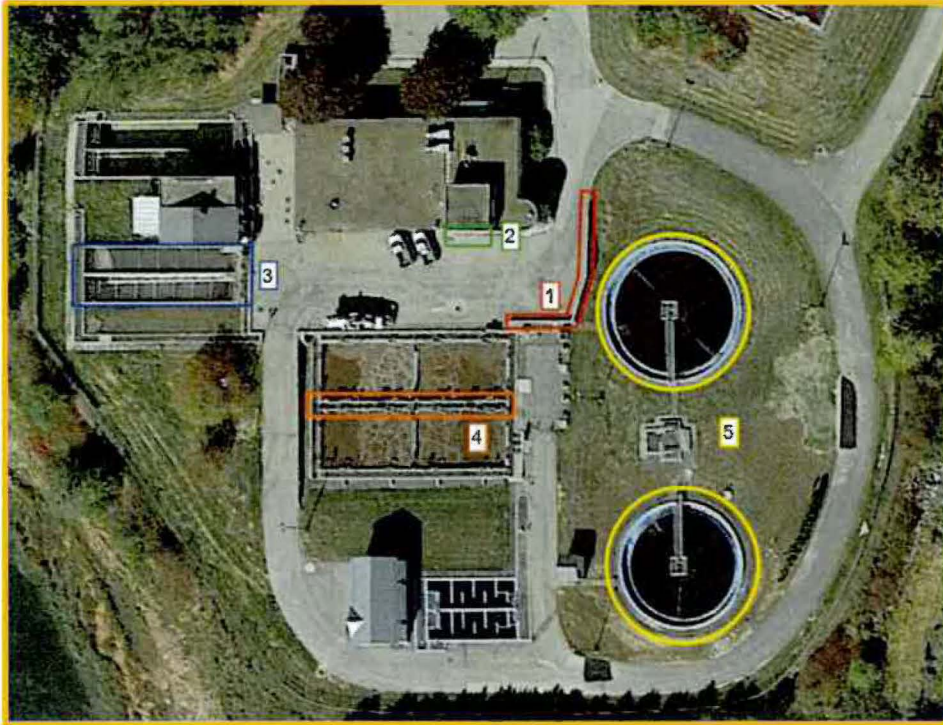
CC PREPARED BY: Richard Reine, Public Works Director
April Talon, PE, Town Engineer

PRESENTED BY: Richard Reine, Public Works Director
April Talon, P.E., Town Engineer

AGENDA DESCRIPTION:

This request for approval to award a contract to Environmental Partners of Quincy, MA will allow Durham Public Works to commence the engineering design phase for the rehabilitation and replacement of major components at the Town's Wastewater Treatment Plant (WWTP). Environmental Partners was chosen through a competitive Request for Qualifications (RFQ) process to perform engineering design and construction phase services for this project. This project includes:

1. Access Road "A" Retaining Wall and Stormwater Management Facilities
2. Pipe Gallery
3. Primary Clarifiers
4. Aeration Tank (air header supports)
5. Secondary Clarifiers



The treatment plant underwent a substantial process upgrade in the past five years when the secondary treatment system's aeration basins were modified to the 4-Stage Bardenpho process. Subsequent to that in 2021, the EPA issued the Great Bay Total Nitrogen General Permit for the Town of Durham and 13 eligible wastewater treatment facilities (WWTFs) that discharge treated wastewater containing nitrogen within the Great Bay. The Town's Permit became effective on February 1, 2021. The permit establishes total nitrogen effluent limits, monitoring requirements, reporting requirements and standard conditions for permittees. The discharge of all pollutants, other than nitrogen, continue to be authorized by Durham's individual NPDES permit.

These wastewater process improvements have resulted in extremely effective nitrogen removal and have enabled the Town to achieve permit compliance for the foreseeable future, at current and projected future flows, without the need for additional nutrient removal upgrades.

Public Works is now able to prioritize other much needed facility rehabilitation and replacement needs and re-program this long planned capital investment for this purpose. The Town has also worked closely with University of New Hampshire representatives who recognize this need and are supportive of this approach, including the University's 2/3rd cost allocation of funding for this project.

A preliminary assessment completed in September 2021 resulted in the recommended rehabilitation of the facility's primary and secondary clarifiers,

aeration tank air header pipes, as well as completing concrete repairs for the underground pipe gallery tunnel, the retaining wall adjacent to the aeration basins, stormwater management facilities and exterior surfaces of the control building.

The Primary Clarifiers are original to the facility and elements have been repaired and/or replaced over their thirty years of service. The clarifiers are cast-in-place concrete basins adjacent to the headworks building. The clarifiers have a chain and flight sludge and scum collection system with manually actuated influent gates, adjustable scum skimmers, and fiberglass effluent weirs. The solids collection system has various metal framing and supports mounted on the basin walls and floors and the system's drives/motors are located outside on platforms at the head of each basin. The sludge flights run along steel rails embedded in the concrete floor of the basins and are severely worn. The exposed concrete walls have a deteriorating paint coating, and several expansion joints are visible along the intermediate wall between the two basins. The coating system applied to the influent channel is also failing. Due to the clarifiers' age and condition, rehabilitation of the clarifiers is necessary.



Primary Clarifier showing chain and flight collection system.

The concrete Secondary Clarifier basins are original to the facility and are traditional circular clarifiers manufactured by EIMCO. Each clarifier has an access bridge, center column, drive, influent well with baffles, scum collection, fiberglass effluent weirs, and sludge collection scrapers. Both clarifiers were originally constructed in the late 1970s. Portions of the clarifier internal mechanisms were replaced as part of a facility upgrade in 2005. Steel mechanism components below the water line of both tanks are experiencing significant rusting/corrosion. This includes the center column, influent well, influent baffle, plow blade, scum blade, truss, scum trough, and connections. The access bridge, bridge beam, and aluminum handrails all appear to be in good condition with original galvanizing coating intact. Given the condition of the steel components, and the age of the clarifiers, which are nearing the end of their expected life of 20 years, a full replacement may be required.



Secondary Clarifier with extensive corrosion. Note significant corroded/rusted material that fell off the mechanism shown on floor of clarifier

The Pipe Gallery was constructed as part of the 1977 upgrade and connects the Control Building to the Pump Building. A joint in the floor slab at the connection of the Pipe Gallery to the Control Building location appears to have failed, allowing groundwater to infiltrate up into the space. This water intrusion and seeping along construction joints where the underground pipe gallery/tunnel extends from the control building towards the pump building is an ongoing concern. The design scope includes evaluation of waterproofing alternatives to mitigate the groundwater intrusion through the construction joint and design of these improvements.



Pipe Gallery showing water intrusion at ceiling joint

The retaining wall was originally constructed around 1977. A section of the wall from the expansion joint near the stairs to the next construction joint (east side) has shifted. A large crack is present along the top face of the wall. The structural integrity of the wall will continue to degrade until it fails, if not addressed.

The likely root cause of the wall failure is unrelieved hydrostatic pressure behind the wall. To eliminate this ongoing issue, the facility's stormwater management system will be evaluated including identification of potential best management practices (BMPs) to improve stormwater quality discharging to the Oyster River, which is impaired for bacteria and nitrogen. The WWTP has been identified as a potential BMP retrofit site for stormwater quality improvements as part of the Municipal Separated Storm Sewer System (MS4) National Pollution Discharge Elimination System Permit (NPDES). The design scope includes evaluation of existing conditions and stormwater BMPs for site suitability, and design of proposed stormwater system improvements.

In addition, there are several locations of exterior concrete deterioration on the control building and headworks exterior surfaces. The design will include repairs to these damaged surfaces as well.



Retaining Wall requiring repair



Control Building exhibiting
concrete failure

The aeration tanks used for nutrient treatment contain two 6-inch stainless steel air header pipes which run horizontally along the top portion of each of the four aeration tanks. The horizontal pipe runs (as well as the vertical pipe connections below the normal operating water level) date back to a 1977 upgrade and are corroded. The pipe coatings have come off in several locations, and the visible pipe exhibit evidence of significant corrosion. Similarly, the metal wall-mounted pipe supports are exhibiting signs of corrosion. The design will include rehabilitation or replacement of the horizontal runs of air header piping, vertical piping and pipe supports.



Aeration Tank showing corroded header and pipe supports

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Funding sources:

PROJECT	ACCOUNT	BUDGETED	EXPENDED/ ENCUMBERED TO DATE	REQUESTED	BALANCE
WWTP Major Components Rehabilitation 2022	07-2234- 360-36-000	\$325,000	\$0	\$207,600	\$117,400
TOTAL REQUESTED				\$207,600	\$117,400

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION - Design Contract Award

The Durham Town Council does hereby, upon recommendation of the Administrator, authorize the Administrator to sign a contract in the amount of \$207,600.00 with Environmental Partners Group of Quincy, MA for the Wastewater Treatment Plan Major Components Rehabilitation, subject to available funding.



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AGENDA ITEM: # 9B

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Steve Holmgren, Energy Committee Member
Nat Balch, Energy Committee Member and CPC-NH
Alternate Representative for Durham

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE
ADMINISTRATOR AND DURHAM'S ALTERNATE REPRESENTATIVE TO
CPC-NH, AUTHORIZE THE ADMINISTRATOR TO SIGN AN
AMENDMENT TO THE JOINT POWERS AGREEMENT ORIGINALLY
APPROVED BY THE DURHAM TOWN COUNCIL ON SEPTEMBER 21,
2021?

CC PREPARED BY: Jim Lawson, Town Councilor

PRESENTED BY: Jim Lawson, Town Councilor
Nat Balch, Energy Committee Member and CPC-NH
Alternate Representative for Durham

AGENDA DESCRIPTION:

On September 27, 2021 the Town Council approved joining the Community Power Coalition of New Hampshire (CPC-NH), and authorized the Administrator to sign the necessary documents, including a Joint Powers Agreement (JPA). Community Power Aggregation continues to be viewed as one important strategy for reducing Durham's greenhouse gas emissions by joining other New Hampshire towns to secure electricity with a higher green content for residents and businesses at prices competitive to those offered by Eversource.

The CPC-NH Board of Directors is requesting that Members amend JPA Article XVI - Section 2 to allow amendments to the JPA throughout the year at either regular or special meetings, with proper notice, rather than once per year at the April Annual meeting. This flexibility allows CPC-NH to better address issues that may arise that would otherwise prevent the successful and timely launch of power supply services.

While most JPA articles may be amended by a super-majority vote of the Member Representatives, the proposed amendment to Article XVI - Section 2 is in one of four

articles that can only be changed with the unanimous consent of all Member governing bodies.

This amendment was unanimously approved and recommended by the Member Board on April 21, 2022 after legal review. The process for amending Article XVI Section 2 and Articles XII, XIV and XV remains unchanged, and still requires the unanimous approval by the governing body of each Member.

The proposed amendments are shown in the attached document. Deleted text is highlighted in red with a strikethrough, and new text is shown in blue and is underlined. The current JPA with all its attachments can be viewed at https://www.cpcnh.org/files/ugd/202f2e_601bfada901c4a89a1c2812a0638090a.pdf

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

None at this time.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator and Durham's Alternate Representative to CPC-NH, authorize the Administrator to sign the amendment to the Joint Powers Agreement originally approved by the Durham Town Council on September 21, 2021, as presented.

**JOINT POWERS
AGREEMENT OF
COMMUNITY POWER COALITION OF NEW
HAMPSHIRE**

Effective October 1, 2021

Among the Following Parties:

City of Lebanon, Town of Hanover, City of Nashua, Cheshire County, Town of Harrisville,
Town of Exeter, Town of Rye, City of Dover, Town of Warner, Town of Walpole, Town
of Plainfield, Town of Newmarket, Town of Enfield, and Town of Durham

This Joint Powers Agreement (“Agreement” or “JPA”) is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated (“NH RSA”) 53-A:3, as it may be amended, providing for the joint exercise of powers among the parties set forth in Attachment B (“Parties”). The term “Parties” shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 4. Parties to this Agreement shall also be known as “Members.”

RECITALS

WHEREAS, the Constitution of New Hampshire declares that “Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it”;

WHEREAS, in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to “to reduce costs for all consumers of electricity by harnessing the power of competitive markets . . . for wholesale and retail electricity services”;

WHEREAS, in 1996, the NH General Court also enacted NH RSA 53-E, “Aggregation of Electric Customers by Municipalities and Counties” and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations (“CPAs”) as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

WHEREAS, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

WHEREAS, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review, building and fire code administration, adoption of “stretch” codes pursuant to NH RSA 155-A:2, V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

WHEREAS, the Members desire to establish a separate legal entity, known as Community Power Coalition of New Hampshire (“CPCNH” or the “Corporation”), under the

provisions of NH RSA 53-A, in order to jointly support the implementation and operation of their respective CPAs and related energy programs and to offer membership on the same mutually-advantageous terms to all municipalities and counties throughout the State of New Hampshire; and

WHEREAS, by establishing the Corporation, the Members seek to create an independent enterprise that is financially sustainable, mutually beneficial, responsive to local priorities, well managed, and overseen by both elected officials and members of the public to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

ARTICLE I DEFINITIONS AND ATTCHMENTS

SECTION 1. Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Attachment A, except when defined in context (such as where the term is set off by quotation marks or is part of the section or article heading that defines the term) or where the context requires otherwise.

SECTION 2. Documents Included. This Agreement consists of this document and the following attachments, all of which are hereby incorporated into this Agreement:

Attachment A: Definitions

Attachment B: Articles of Agreement of the Corporation

Attachment C: Corporation By-Laws

Attachment D: List of Members

Attachment E: Signatories

Attachment F: List of Project Contracts

Attachment G: Notices to Corporation

SECTION 3. Revision of Attachments. The Members agree that Attachments D, E, F, and G to this Agreement describe certain organizational and administrative matters that may be revised from time to time upon approval of the Board or Membership, without such revision constituting an amendment to this Agreement. The Corporation shall provide written notice to the Members of revision of any such attachment.

ARTICLE II FORMATION OF CORPORATION

SECTION 1. Creation of Corporation. The Corporation will be formed by the filing of the Articles of Agreement of the Corporation in the form set forth in Attachment B with the New Hampshire Secretary of State.

SECTION 2. Purpose. The purpose of this Agreement is for Members to make the most efficient use of their powers on a basis of mutual advantage through a corporation separate from, and for which, the Members are not liable for the debts, liabilities, or obligations of the Corporation, except to the extent they may have contracted with the Corporation to be liable thereafter. The Members will form the Corporation to regulate and manage the affairs of the Corporation not inconsistent with the laws of New Hampshire or the Articles of Agreement, in order to study, promote, develop, conduct, operate, and manage energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Members intend for the Corporation to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist Members in exercising their authorities under, and complying with, the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs, known as CPAs; to provide supportive services and technical assistance to CPAs serving member municipalities and counties; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. The Corporation will be a non-stock, non-profit voluntary corporation.

ARTICLE III POWERS

Powers under this Agreement shall be the same as provided for the Corporation as reflected in the Articles of Agreement of the Community Power Coalition of New Hampshire, with the initial text as set forth in Attachment B.

ARTICLE IV MEMBERSHIP

SECTION 1. Members to Agreement. Each Member certifies that it intends to, and does, contract with every other Member and, in addition, with such other Members as may later be added. Each Member also certifies that the withdrawal or termination of any Member from this Agreement does not affect this Agreement, each Member's obligations under the Agreement, and each remaining Member's intent to contract with the other Members then remaining. Members acknowledge that membership in the Agreement may change by the addition and/or withdrawal or termination of Members. Prior to the initial Members Annual Meeting, each eligible entity upon delivery of a certified authorization of participation in, and an executed, Agreement shall become a Member as provided for in Sections 2 and 3 below.

SECTION 2. Membership Eligibility. Membership in the Agreement will be pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 3. Additional Members. Any eligible entity may become a Member of the Agreement pursuant to the same terms for Membership in the Corporation as reflected in the By- Laws.

SECTION 4. Voluntary Withdrawal of Member. Voluntary withdrawal of a Member from the Agreement shall be pursuant to the same terms for voluntary withdrawal of membership in the Corporation as reflected in the By-Laws.

SECTION 5. Involuntary Termination of Member. Involuntary Termination of Member from the Agreement shall be pursuant to the same terms for involuntary termination of membership in the Corporation as reflected in the By-Laws.

SECTION 6. Continuing Obligations. Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Project Contract or Cost Sharing Agreement. The Member's equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member's liability for the costs described herein. Any amount of the Member's funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.

ARTICLE V COST SHARING PRINCIPLES

SECTION 1. Fiscal Year. The fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year. Before changing the Fiscal Year, the Board shall confer with the Treasurer and may confer with the auditor.

SECTION 2. Budget. The budget will be established pursuant to the terms reflected in the By-Laws.

SECTION 3. Cost Sharing Agreements. An agreement shall be entered into between the Corporation and each respective Member, uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for, to ensure that the costs, expenses, debts, and liabilities ("Costs") directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources. Such Costs shall be classified as:

- (a) **CPA Member Services Costs:** Costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;
- (b) **General and Administrative Costs:** Costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in connection with a particular Project, Project Contract, or Member Service and shall be allocated to, and recovered from, each Member on a *pro rata* basis in accordance with the following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and
- (c) **Direct Project Costs:** Costs incurred for a particular Project pursuant to a Project Contract shall be recovered directly from the Member(s) that participate in a particular Project or pursuant to the Project Contract that governs Member cost responsibility for the Project.

SECTION 4. General and Administrative Costs. General and Administrative Costs include those that have been incurred for the general operation and administration of the Corporation, and other expenses of a general character, including but not limited to Costs relating to: administrative offices that serve the Corporation; Corporation-wide financial management, business services, budget and planning, and personnel management; operations of the Corporation's central management

information systems; general management of the Corporation, such as strategic direction and member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.

General and Administrative Costs do not include Costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all Costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the Cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to Cost allocation under the applicable Project Contract. The Members intend that all Costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.

SECTION 5. Member Advances, Contributions and Repayment. Upon the request or approval of the Board, any Member may make payments, advances, or contributions to the Corporation for any and all purposes set forth herein, and may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to, and may be disbursed or used by, the Corporation. Except as otherwise specified in contracts with Members by the Board, the approved advances will be treated as indebtedness of the Corporation and shall be payable and repaid as such.

SECTION 6. Refunds. No Member that withdraws or is terminated shall be entitled to a refund of any payments made in connection with General and Administrative Costs.

SECTION 7. Funding of Initial Costs. Any Members that have funded activities necessary to implement the Corporation may request that the Board consider reimbursing said Members for said costs over a reasonable time period and shall provide such documentation of costs paid as the Board may request.

ARTICLE VI MEMBERSHIP MEETINGS

SECTION 1. Annual Meeting of the Members. Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

SECTION 2. Expenses. Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

ARTICLE VII BOARD OF DIRECTORS

SECTION 1. Powers and Duties. The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation

By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement, the Corporation By-Laws, and this Agreement.

SECTION 2. Compensation. There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

ARTICLE VIII EMPLOYEES AND AGENTS

SECTION 1. Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Employees and Other Agents. The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

ARTICLE IX COMMITTEES

SECTION 1. Establishment. The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

SECTION 2. Appointment. Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

SECTION 3. Committee Meetings. Meetings of committees may be called at any time by the respective chairperson of each committee, or by the Chair, provided that notice is given to all members of the committee in person, by telephone, or by electronic mail at least 24 hours in advance of the meeting. All committee meetings shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, and as it may be amended. Reports of committee meetings shall be presented to the Board at its next regular meeting, and each committee shall furnish copies thereof to the Secretary to be maintained with the records of the Corporation. Any committee member may participate in a meeting of the committee by means of a conference telephone, video or similar communications equipment allowing all persons participating in the meeting, including the public, to hear each other at the same time, to the extent allowed by NH RSA 91-A, and participation by such means shall constitute presence in person at a meeting. Unless the Board shall otherwise provide, the standing committees shall have the power to establish their own rules of procedure and to determine the time and place of their meetings.

SECTION 3. Executive Committee. At such time as Membership in the Corporation exceeds 11 (eleven) Members, there shall be an Executive Committee consisting of the Chair, the Vice Chair, the Treasurer, the Secretary, and the Immediate Past-Chair. If there is no Immediate Past Chair or the Immediate Past-Chair is no longer a Director of the Board or declines to serve on the committee, another Director may be appointed to serve on the committee. The Chair, Vice Chair, Treasurer, and

Secretary shall serve on the committee during their terms in office. Other members shall be appointed for one-year terms and may serve consecutive terms. The Executive Committee shall have authority to exercise all powers of the Board between meetings of the Board but shall exercise such authority only when action is required before the next scheduled Board meeting. All actions taken by the committee shall be reported to the Board at the next meeting of the Board. Further, the committee shall have no authority to take any of the following actions:

- (a) Elect or remove any Director or officer, including the filling of a vacancy.
- (b) Terminate, hire, or take any other action with respect to the employment status of the Chief Executive Officer.
- (c) Adopt or materially amend the Corporation's budget.
- (d) Amend or terminate the Agreement.
- (e) Repeal or adopt any amendment to the Corporation's Articles of Agreement or By-Laws; or
- (f) Approve any merger, reorganization, liquidation, dissolution, or disposition of substantially all the Corporation's assets.

SECTION 4. Finance Committee. There shall be a Finance Committee consisting of at least two Directors or alternates, one of whom shall be the Treasurer, who shall serve as chairperson of such Committee. The committee shall advise the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Corporation.

SECTION 5. Audit Committee. There shall be an Audit Committee consisting of no fewer than two and no more than six Directors or alternates. The committee shall oversee the quality and integrity of the Corporation's accounting, auditing and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and to Members at the Annual Meeting. The Corporation shall consider the budget amount necessary for such financial reports as determined by the Audit Committee. The specific powers and responsibilities of the Audit Committee shall be specified in an Audit Committee Charter, which shall be adopted from time to time by the Members at the Annual Meeting.

SECTION 6. Regulatory and Legislative Affairs Committee. There shall be a Regulatory and Legislative Affairs Committee consisting of no fewer than two Directors along with a number of Members determined at the Annual Meeting. The committee shall be responsible for monitoring and advising the Corporation and Members in regard to regulatory and legislative engagement and shall have specific powers and responsibilities as specified in a Regulatory and Legislative Affairs Committee Charter, which shall be adopted from time to time at the Annual Meeting. This committee shall also appoint representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.

SECTION 7. Risk Management Committee. There shall be a Risk Management Committee consisting of the Chair, the Treasurer, and such other Directors and members as the Board determines. The committee shall develop and recommend to the Board within one year of the Effective Date of this Agreement, and at least biennially thereafter, an Enterprise Risk Management Policy, and shall perform such tasks as, reviewing major risk exposures and monitoring the steps taken to control said exposures. The Risk Management Committee shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of the Corporation relative to the Enterprise Risk Management Policy and as otherwise requested by the Board. The Corporation shall budget an amount necessary for the

evaluation as determined by the Risk Management Committee, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with the Corporation. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member and no individual or firm may be hired to conduct more than two consecutive evaluations. The Risk Management Committee shall act upon a majority vote of the Member Directors of the Committee.

SECTION 8. Governance Committee. There shall be a Governance Committee consisting of no fewer than three and no more than six Directors or alternates. The committee shall assist the Members in recruitment of Board Directors; determine eligibility of nominees for consideration of Directorship; monitor the effective functioning of the Board and committees; conduct regular Board orientations and evaluations; periodically review and recommend amendments to this Agreement; and advise the Board and Members, through the Annual Meeting, on governance issues. The Governance Committee shall be comprised of at least one Director each from a city, a town, and a county.

SECTION 9. Other Committees. Other committees may be established and abolished as necessary by the Board and given such authority as the Board determines appropriate, subject to the provisions of this article, and except that the authority of the Board itself shall not be delegated to any committee other than the Executive Committee. In the case of such committees established by the Board, it shall not be necessary for a committee member to also be a Member or a Director.

SECTION 10. Project Committees. The power to oversee implementation of Projects is delegated to Project Committees as set forth in this Agreement.

ARTICLE X PROJECTS

SECTION 1. Projects. The Board may establish Projects and Study Projects (collectively, for purposes of this Article X only both are referred to as “Projects”) within the purpose and power of the Corporation and to adopt general policy guidelines for their implementation. “Project Contracts” means contracts between and among the Corporation and its Members for the Projects. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project.

SECTION 2. Right to Participate in Projects. The Board shall provide at least thirty (30) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Once a Project is approved by the Board, all Members shall have the right, but not the obligation, to participate in a pro rata share in the Project in relative proportion to the electric load of each Member. If a Project is not fully subscribed, the unsubscribed portion may be divided among the participating Members in the Project that seek a greater participation share in the same proportion as the original allocation until a project is fully subscribed. A Project that is fully subscribed or for which the initial time to participate has closed may remain open to new Members to join subject to, and under the terms of, the Project Contract.

SECTION 3. Project Participation and Terms. Each Member’s participation share allocation for the Project shall be based on the financial commitments made by the participating Members or as otherwise may be agreed by the participating Members in a particular Project. Once the Project is fully subscribed or the time to participate has closed, (i) the Treasurer will calculate the number of Project Votes each Member has in the Project, and (ii) the Chief Executive Officer, at the direction of the participating Project Members, will lead the negotiation of the agreements with the Project’s

vendors, developers and/or consultants and assist with coordinating the Project Contracts amongst the participating Members and the Corporation. All expenses, rights, and obligations to any specific Project as among the participating Project Members will be as provided through Project Contract that will be separate and distinct from this Agreement.

SECTION 4. General Project Voting Guidelines. The following guidelines apply to all Projects established by the Corporation:

- (a) The Members that participate in a Project will all collectively agree, in Project Contract(s), separate from this Agreement, to what extent they will assume any obligations, debts and liability incurred in connection with the formation and/or implementation of such Projects. Nothing in this Agreement requires joint and several liability or imposes any liability on any Member with respect to any Project or Project Contract. The impact of a defaulting Member to any Project Contract shall be solely limited by, and governed according to, the terms for default covered in the Project Contract for the applicable Project.
- (b) Once a Project is fully subscribed or the time to participate has closed, as set forth in Section 2 herein above, and unless otherwise agreed to by the participating Members in a particular Project, all Project Matters regarding the Project shall be decided by 80% of the Project Votes cast thereon; provided that if one party controls more than 80% of the vote, then another party shall be required to vote in the affirmative for any action to be taken to prevent one party from controlling the outcome of the vote, and each Director shall be entitled to cast all or any portion of the number of such Director's Project Votes.

SECTION 5. Transfer of Participating Member Project Contract Interests. Subject to the terms of any financing for a Project, a Project Contract may provide for a Member's transfer of an interest in a Project to other Members participating in the Project Contract and, if such transfer is not fully subscribed by such participating Members, to other Members. Project Contracts shall not permit the transfer of a participating Member's participation interest in a Project Contract to any entity that does not qualify for membership in the Corporation or that would adversely affect the tax status of the Corporation.

SECTION 6. Project Committees. There will be a Project Committee for each Project consisting of one Director or alternate from each participating Member, which shall adopt procedures for the committee to follow as deemed appropriate for the Project.

ARTICLE XI BONDS AND NOTES

The Corporation shall have the power to facilitate for Projects or directly issue, sell, and deliver bonds in accordance with the provisions of NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374- D, for the purpose of acquiring, financing, performing or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture, or other instrument, as required by law and as approved by the Board, provided that any such bond or note issuance is approved by participating Members' governing and legislative bodies as required by statute and all such debts, liabilities and obligations shall be non-recourse to any and all of the Members except as expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract or by the terms of legislative body approvals required by statute.

**ARTICLE XII
LIMITATION ON LIABILITY OF MEMBERS**

No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.

**ARTICLE XIII
ACCOUNTS AND REPORTS**

SECTION 1. Establishment and Administration of Funds. The Corporation is responsible for the strict accountability of all funds and reports of all receipts and disbursements. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and will comply with every provision of law relating to the establishment and administration of funds, provided that all funds of the Corporation shall be held in separate accounts in the name of the Corporation. The Corporation shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Corporation securing its bonds or notes, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. All the books, records, accounts and files referred to in this Article XIII shall be open to the inspection of holders of bonds or notes of the Corporation to the extent and in the manner provided in the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

SECTION 2. Checks, Notes and Contracts. The Board shall determine who shall be authorized on behalf of the Corporation to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

**ARTICLE XIV
TERM; TERMINATION; LIQUIDATION; DISTRIBUTION**

This Agreement shall become effective (the “Effective Date”) when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated by dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws.

**ARTICLE XV
INDEMNIFICATION AND INSURANCE**

Indemnification and insurance shall be as provided for in Article XIII of the By-Laws.

**ARTICLE XVI
AMENDMENTS, SUCCESSORS AND ASSIGNS**

SECTION 1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member shall assign its interest in this Agreement to an entity that is not a Member or that is not eligible to become, and demonstrates an intent to become, a Member. No Member may assign any right or obligation hereunder without the consent of all other Members, provided that such consent shall not be unreasonably withheld. The

immediately preceding sentence shall not affect, in any respect, any right of the assignment under any Project Contract between any Member and the Corporation.

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended ~~at any time and from time to time~~ by a written amendment approved by at least 2/3 (two-thirds) of the votes cast at ~~an Annual~~ any Membership Meeting at which a quorum is present, provided that: (1) written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon, (2) no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census- and (3) amendment to this Article XVI Section 2 and Articles XII, XIV and XV may not be amended approved at a Membership Meeting shall not be adopted unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws. Prompt written notice of the effective date of such amendment to this Agreement, the Articles of Agreement, or By-Laws, along with a copy of the amendment or amended document, shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board.



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

9C

AGENDA ITEM:

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Dr. Janet Howland-Perkins, Durham Human Rights
Commission Member

AGENDA ITEM:

**SHALL THE TOWN COUNCIL SCHEDULE A PUBLIC HEARING FOR
MONDAY, AUGUST 15, 2022, ON A RESOLUTION AUTHORIZING
THE ACCEPTANCE AND EXPENDITURE OF \$10,000 IN
UNANTICIPATED REVENUE FROM THE NH CHARITABLE
FOUNDATION TO PROVIDE DIVERSITY, EQUITY, AND INCLUSION
(DEI) TRAINING TO DURHAM MUNICIPAL EMPLOYEES AND
VOLUNTEERS?**

CC PREPARED BY:

Jennie Berry, Administrative Assistant

PRESENTED BY:

Todd I. Selig, Administrator

AGENDA DESCRIPTION:

At the Durham Human Rights Commission meeting on May 10, 2022, HRC member Dr. Janet Perkins-Howland proposed that there be anti-bias training provided to the Town employees, as well as Town boards, commissions, and committees. She said that the HRC serves as an advisory committee and as part of that should be recommending and offering professional development and training.

Dr. Perkins-Howland noted that she had contacted trusted sources and received some recommendations for professional development instructors. After reviewing applications, she selected Tara Flippo as someone who could do the work for the Town. Ms. Flippo has worked with youth/students and administered experiential education programming since 1993. She is professor of Outdoor Education in the Department of Kinesiology, at the University of New Hampshire and Youth Director at The Browne Center for Innovative Learning.

If Ms. Flippo were to be hired, she would be accompanied during the sessions by a co-collaborator who is a person of color. Ms. Flippo provided some pricing, which for planning a program specific for Durham, the cost would be \$3,000, plus each

Re: Schedule PH for Monday, August 1, 2022 on a Resolution to Accept and Expend NH Charitable Trust Grant of \$10,000 for Providing DEI Training to Town staff and Volunteers

session would cost \$2,000. Subsequently, Dr. Perkins-Howland and Administrator Selig met with Ms. Flippo and discussed a number of scenarios that could be developed for Durham.

Dr. Perkins-Howland, working with town staff, applied for a grant from the NH Charitable Foundation in the amount of \$10,000.

On June 7, 2022, the Town was notified that it had been awarded an Elizabeth G. Plumer Charitable Trust grant in the amount of \$10,000 for DEI training and a check for this amount has been received by the Town's Business Office. Council approval is required for the acceptance and expenditure of these funds and RSA 31:95-b III(a) requires that a Public Hearing be held on unanticipated funds in the amount of \$10,000 or more.

LEGAL AUTHORITY:

New Hampshire Revised Statutes Annotated (RSA) 31:95-b authorizes the Town Council to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority. On July 12, 1999, the Town Council adopted Resolution #99-19 granting this authority to the Town Council.

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

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

See attached Historic Resource Project Budget.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby schedule a Public Hearing for Monday, August 15, 2022, on a resolution authorizing the acceptance and expenditure of \$10,000 in Unanticipated Revenue from the NH Charitable Foundation to provide Diversity, Equity, and Inclusion (DEI) training to Durham municipal employees and volunteers.

RESOLUTION #2022-XX OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF \$10,000 IN UNANTICIPATED REVENUE FROM THE NH CHARITABLE FOUNDATION TO PROVIDE DIVERSITY, EQUITY, AND INCLUSION (DEI) TRAINING FOR DURHAM MUNICIPAL EMPLOYEES AND VOLUNTEERS

WHEREAS, Human Rights Commission member Dr. Janet Perkins-Howland, working with town staff, submitted a grant application to the New Hampshire Charitable Foundation for Diversity, Equity, & Inclusion (DEI) training for Durham municipal employees and volunteers; and

WHEREAS, on June 7, 2022, the Town was notified that it had been awarded an Elizabeth G. Plumer Charitable Trust grant in the amount of \$10,000 for DEI training; and

WHEREAS, New Hampshire Revised Statutes Annotated (RSA) 31:95-b permits municipalities to authorize acceptance and expenditure of funds from the state, federal or other governmental unit, or a private source, which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority; and

WHEREAS, Resolution #99-19 adopting the provisions of RSA 31:95-b authorizing the Town Council to apply for, accept, and expend unanticipated funds from a Federal, state, or other governmental unit or a private source which becomes available during the Fiscal Year; and

WHEREAS, Council approval is required for the acceptance and expenditure of these funds; and

WHEREAS, RSA 31:95-b III(a) requires that a Public Hearing be held on unanticipated funds in excess of \$10,000; and

WHEREAS, on _____, a duly posted and published Public Hearing was held by the Durham Town Council on the \$10,000 grant monies in accordance with RSA 31:95-b;

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby approve **Resolution #2022-XX** authorizing the acceptance and expenditure of \$10,000 in unanticipated revenue from the NH Charitable Foundation to provide Diversity, Equity, and Inclusion (DEI) training for Durham municipal employees and volunteers.

PASSED AND ADOPTED this ____ day of July, 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

From: Wendy Cahill <wlc@nhcf.org>
Date: Tuesday, June 7, 2022 at 2:49 PM
To: Todd Selig <tselig@ci.durham.nh.us>
Cc: Allan Howland <thehowl@comcast.net>
Subject: NHCF Award for Town of Durham, NH

June 9, 2022

Mr. Todd I. Selig
Town Administrator
Town of Durham, NH
8 Newmarket Road
Durham, NH 03824

RE: Grant ID: 143866

Dear Mr. Selig:

Congratulations! I am pleased to inform you that a \$10,000.00 grant has been awarded to Town of Durham, NH for DEI training for Durham municipal employees and volunteers. This grant is made possible by gifts from the following fund(s): Elizabeth G. Plumer Charitable Trust.

The Terms of Award for this grant is at the end of this letter. We have transitioned from paper letters so please keep this email for your records. This document, along with the deposit of the grant check, signifies your acceptance of the award and your agreement to comply with its terms. It also includes information about filing reports and request for revisions to the grant. The grant award check will be sent to your organization within 7-10 business days. Finally, please reference the above Grant ID in any communications with the Foundation.

We encourage you to publicize your work; please refer to our Press Kit (www.nhcf.org/publicity) for guidelines, logos, etc. – and please share your story with us so we can help publicize your good work!

If you have any questions about this grant or its terms, please contact Rosalind Erwin. We wish you success in your efforts and look forward to learning about your results.

If this email has reached you in error, please forward it to the person in your organization who should receive it and let the Foundation know so we can correct our records.

Sincerely,

Katie Merrow
Vice President of Community Impact

TERMS OF AWARD

Grant awards from the New Hampshire Charitable Foundation are made for the purpose(s) specified in the enclosed grant award letter. Deposit of the grant award check signifies your intent to comply with the terms and conditions of the award as outlined below and in the grant award letter and serves as our receipt for the grant award payment. Thank you.

Expenditure of Grant Funds

The grant funds are awarded only to the grant recipient and for the amount and purpose(s) specified in the grant award letter. The grant funds are also subject to any conditions or restrictions in the grant award letter and the provisions of your funding request and budget, as approved.

Grant funds may be (but are not required to be) used to support attempts to influence legislation of any governmental body in accordance with the grant recipient's project proposal and/or grant award letter and any applicable IRS regulations. Within reportable activities, the grant recipient must track and report both direct and grassroots activities and submit this to the New Hampshire Charitable Foundation. No part of any grant may be used for support of a political campaign.

Grant recipients may not grant any portion of the grant award to a secondary grantee without the express permission of the Foundation, or as approved in the grant recipient's funding request and budget.

Grant Term

The grant term is defined as 12 months after the grant payment is issued.

Grant Modifications

The grant recipient must seek prior approval to making any significant change to the funding request's scope of work, for which the grant is made, including any adjustments to the grant budget over \$500. If all funds have not been expended by the end of the grant term, a no-cost extension to the grant can be requested if additional time is needed.

Grant Modifications, as described above, can be requested through a Grant Change Request form. This form can be accessed through the New Hampshire Charitable Foundation GrantSource system or through a paper form. Please

contact the New Hampshire Charitable Foundation staff member listed in your grant award letter for instructions about this process. Grant modifications will be made at the discretion of the New Hampshire Charitable Foundation staff.

Financial Records

Grant recipients will maintain accounting records sufficient to identify grant funds and show expenditures made in furtherance of the grant purposes charged against the grant. These records will be available for inspection by the New Hampshire Charitable Foundation and shall be maintained by grant recipients for at least seven years after the grant funds have been awarded.

Return of Grant Funds to New Hampshire Charitable Foundation

a) Grant funds should be expended within the grant term. At the end of the grant term, any unexpended grant funds should be returned to the New Hampshire Charitable Foundation unless the amount is \$50 or less; or a no-cost extension has been approved by New Hampshire Charitable Foundation.

b) Unexpended grant balances should be returned to the New Hampshire Charitable Foundation if the grant recipient loses its exemption from Federal income taxation as provided for under Section 501(c)(3) of the Internal Revenue Code.

Revocation of Grant Funds

The New Hampshire Charitable Foundation, at its discretion, may revoke or request return of grant funds if the terms of the award are not met; contingencies and/or conditions in the grant award letter are not met; interim reports are inadequate; organizational leadership, finances, or other major issues put the outcome of the grant in jeopardy.

Reports

As a recipient of this New Hampshire Charitable Foundation grant award, you are required to submit a final report upon completion of the grant term. Grant recipients of multiyear grants must submit an interim report by the original grant's anniversary date before additional funds are released. Progress reports are required from those seeking new grant funds while still mid-cycle on a prior grant award. Grant recipients who do not submit interim, progress, or final reports will not be eligible for future funding. Interim and/or final grant reports are accepted through the New Hampshire Charitable Foundation's GrantSource system. If the grant recipient did not submit the original grant request through the New Hampshire Charitable Foundation's GrantSource system, please contact the New Hampshire Charitable Foundation staff member referenced in the grant award letter for further instructions.

Use of Materials

Unless other agreements are made, the New Hampshire Charitable Foundation reserves the right to use any images, texts or other materials from the grant recipient's project for New Hampshire Charitable Foundation publications and events.

Acknowledgement and Publicity

The New Hampshire Charitable Foundation encourages you to publicize your work, including acknowledgement of this grant funding. A "Grantee Press Kit" can be found on the New Hampshire Charitable Foundation's website for additional guidelines and assistance.

Anti-Discrimination in Grantmaking

The New Hampshire Charitable Foundation does not knowingly fund organizations or projects that illegally discriminate with regard to employees, volunteers, or clients served based on age, sex, religion/creed, race, national or ethnic origin, sexual orientation, gender identity or expression, physical or mental ability, marital status, military or veterans status, pregnancy or genetic information.

Future or Additional Funding

No actual or implied promise of future funding has been made beyond the funding specified in the grant award letter. If any grant funds are returned or revoked, for any reason, there will be no further obligation in connection with this grant award.

Organization Description

The Durham Human Rights Commission was founded in 2013 per Resolution #2017-19 to help affirm Durham as a welcoming community that embraces all people regardless of their color, race, religion, national origin, or sex, and to help eliminate all vestiges of discrimination that may be present in our community. Recently we have had contentious discussions involving our Town committee members and members of historically marginalized communities. We have identified the need for DEI anti-bias training for our committee and commission members, as well as municipal staff. This comprehensive training will cost approximately \$10,000 if many (if not all) of our municipal staff and volunteers can complete it.

Organization Mission Statement

On May 1, 2017, the Durham Town Council adopted Resolution #2017-19 affirming the Town of Durham as a welcoming community that embraces all people and their inherent inalienable right to life, liberty, and the pursuit of happiness; a premise fundamental to our nation.

The resolution reads as follows:

WHEREAS, the Town of Durham, as a diverse community within New Hampshire's seacoast region, and host to the University of New Hampshire, embraces residents and visitors of various cultural and ethnic identities from across the country and around the world; and

WHEREAS, the Town Council hereby declares that the policy of the Town of Durham is that all people are valued and should be accorded dignity and respect; and

WHEREAS, the Town Council values equity and diversity, and acknowledges and affirms that the Town's greatest strength is realized as a multicultural and inclusive community in which discrimination of any form

is not tolerated; and

WHEREAS, the Town Council acknowledges that while many legislation reforms, such as the Civil Rights Act of 1964, have been adopted banning discrimination because of a person's color, race, national origin, religion, or sex, more needs to be accomplished on the local and interpersonal level to eliminate all vestiges of discrimination; and

WHEREAS, the Town of Durham therefore believes that it is essential to denounce all forms of discrimination by adopting inclusive policies; and

WHEREAS, the Town Council established a Human Rights Commission in 2013, with the purpose to help address and eliminate discrimination of any type and in any form that might be exposed in our community; and

WHEREAS, the Town Council understands that the denial or deprivation of any aspect of the fundamental Right to Life, Liberty, and the Pursuit of Happiness is detrimental to the health, safety, and welfare of the Durham community; and

WHEREAS, although throughout history there has always been varying levels of discrimination against certain populations, it is imperative to remain vigilant in protecting the rights of all individuals,

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby adopt Resolution #2017-19 affirming the community's commitment to equity, diversity, and inclusion.

PASSED AND ADOPTED this 1st day of May, 2017 by a majority vote of the Durham Town Council with Eight (8) affirmative votes, One (1) negative votes, and Zero (0) abstentions.



GrantSource

Signed: Katherine Marple, Chair
Durham Town Council

ATTEST: Lorrie Pitt, Town Clerk-Tax Collector

**Number of Full Time
Employees:** 87

**Number of Part Time
Employees:** 32

Number of Volunteers: 85

Population Served:

Please select up to three
individual populations,
otherwise select General

General

**Operating Budget for
Current Year:** \$10,000.00

Application Type: Community Grants -
Express

Created Date: 04/25/2022 12:54

Organization: Town of Durham, NH

Created By: Janet Perkins-Howland

Application Status: Approved

Submitted By: Janet Perkins-Howland

GE Key: PR22-143866

Approved Date: 06/03/2022

Project Start Date: 06/15/2022

Project End Date: 06/15/2023

Purpose of Request: for DEI training for Durham municipal employees and volunteers.

Proposal

Introduction

Express Grants are designed to support a particular project or set of activities that your organization would like to undertake. Please use this application to describe this work and how it will help your organization and the communities you serve. Before completing your application, please read the [Frequently Asked Questions](#) for the Express program.

Service Area

Please select the region that most closely matches the area in which the work conducted with this funding will occur. If it is 2 or more regions, select the region where most of the work will occur. Only select "Statewide" if your organization's work is truly statewide.

Piscataqua Region

Needs and Opportunity

Describe the need or opportunity (either within your organization or among those you serve) that you are hoping to address.

Like most communities, we have struggled in Durham to address problems of diversity, equity and inclusion. We enjoy living in a beautiful town that is blessed with outdoor space, high per-capita income, and a highly educated population. While we advertize that we are a welcoming community (there is even a street sign coming into town proclaiming "We are a welcoming community!"), we are also very homogenous by most measures. What are the things that keeps us from being the welcoming community we aspire to be? Our advantages do not make us immune from the responsibility we have to ensure community equity, encourage diversity, and consider historically marginalized groups in all our Town activities. In fact, simply because of our advantages we have a special obligation to assess the needs of those populations not currently served and to amplify the voices of those who have historically not been heard. Recently, we had a contentious vote in town concerning our iconic town dam. As part of this deliberation, the "vote no" group was vocal about the Indigenous population being opposed to the dam, and encouraged removal in part based on the wishes of the Indigenous community. The Durham Historic Commission (HDC) issued a letter after meeting about this issue which stated that a "yes" vote would not be disrespectful to the Indigenous community. This letter was considered patronizing by members of the Indigenous community who did not want the HDC speaking for them. This episode shed light on the fact that well-meaning, intelligent people

could and would benefit from diversity education. People who work in Durham or serve on committees and boards deserve anti-bias and cultural competency training. Municipal employees are especially vulnerable to errors in this regard, and training could help prevent everything from hard feelings to tragedy. Volunteers deserve such training as they seek to donate their time and energy toward service to the Town, and it is unfortunate when their hard work inadvertently results in outcomes such as the one illustrated above. The Human Rights Commission (HRC) in Durham started in 2013, mostly in response to a requirement for LGBTQ-friendly policies for a certain town designation. Since that time, the Commission has expanded, and has now considered a wide variety of issues including everything from appropriate holiday displays and celebrations to the concept of reparations for BIPOC people. The HRC has now proposed offering DEI training for staff and volunteers in the Town, as the next best step forward in building a community that is open, anti-racist, and welcoming for all.

One perhaps underrated initiative for DEI work is to review policies that perpetuate the lack of affordable housing (aka workforce housing). Currently, the housing market supports affluent renters and buyers. There are real opportunities to diversify housing, and DEI training would be the first step in giving our Town employees and volunteers the background information about historical and economic policies that can and should be modified to support a more diverse and inclusive community.

Project Description

Describe the proposed project or set of activities. Include any specific milestones, key people and partners, and the timeline.

We propose to develop and launch DEI training by professional development trainers, specifically Tara Flippo Consultants. This training will be offered to all Town employees and volunteers. The Town has 87 full-time employees, 35 part-time employees, and 85 volunteers, including folks on all committees, commissions, and the Town Council. Initial training will be conducted to include a representative from all committees, as well as the majority of Town Councilors and municipal staff. This training will be interactive and comprehensive. It is not "watch this video and tell us how it makes you feel." It is hands-on and personal. It will be given by trained professionals who have expertise in this area and will have developed a personalized program for Durham to address our unique needs. Developing the program has an associated cost of \$3K dollars. Each subsequent training will cost \$2K to include as many participants as possible from various departments and committees.

The training will take place over the first 4 to 6 months of the project. There will be specific measurements provided by the consulting company to assess the efficacy of the program and to gather data about future trainings. In the second part of the year, a plan will be made to implement the lessons learned and move forward with DEI initiatives. Hopefully, each Board and Commission/Committee will develop a plan to review its charter and goals with a new "DEI lens", including things such as gender-inclusive language and a focus on equity. In addition, the Town Council goals include promoting equity and inclusion although there is no current pathway to achieve it. After this training is complete, we can move forward to align the Town Council goals with the work of each committee, commission and department in the DEI space.

Project Goals

Briefly describe the goal(s) of the project and how NHCF funding would help you achieve them. If applicable, describe how these goals will be measured (e.g. "we hope to assist X community members who would otherwise not be served.")

After this initial training is complete, the participants will have gained a new sensibility in terms of diversity, equity, and inclusion. It is easy for us to assume that we don't need such a training, we've already completed such a training, and/or that there are more pressing matters to attend to. However, issues of equity and social justice are at the very beginning of the list of things to put in place before proceeding with municipal projects. How a town treats the most vulnerable of its citizens is the measure of how successful a town can be. It should be an essential component of town planning. This training will also give us more data about how Town policies can advance DEI work overall.

Once the initial volunteers and employees are trained, they will be charged with bringing back the lessons and the most important concepts to their own committee or commission. In addition, if the training is considered a success, there may be an increased appetite to fund such training in the future.

Data collected from these sessions can be used for future training initiatives, and to inform the trajectory of social justice and DEI work in Durham.

This training can also help prevent mistakes made by municipal employees and volunteers as a result of implicit or explicit bias. It is nearly impossible to fix a problem without having any training about what the problem is, as well as how to fix it.

Project Results

What will be different at the conclusion of your project?

After this training is completed, town employees as well as Board and Commission members will gain a new sensitivity that helps them to meet the Town Council's goal of equity and inclusion. The training will help provide a framework to evaluate current policies and develop new policies that will make the phrase "a welcoming community" a reality.

Racial Justice and Equity

Many organizations are considering their role and responsibility in advancing racial justice and equity. In what way, if any, does this project fit into this work?

Racial justice and equity are at the core of this proposal. Good intentions alone are not enough to fix a problem. A comprehensive training program is required to provide the tools needed to successfully utilize community resources to make systemic changes. It is no longer acceptable or appropriate to assume that the homogeneity of a community immunizes it against the work needed to become a more diverse, equitable and inclusive. Our advantage is the very thing that makes such work imperative.

Additional Information

Is there any other relevant information about this project not captured in the other questions that you'd like to share?

It is ironic that the community with the most resources and the best intentions have the least training and experience to move forward with their goals. Funding this proposal would be a great first step. The Town budget does not currently support this training. However if this grant is funded and we can initiate DEI training in Durham, many will see the value of continuing the work and will be more apt to include it in the Town budget in the years to come.

Financials / Budget

Request Amount: \$10,000



GrantSource

Community Grants - Express
Janet Perkins-Howland
Town of Durham, NH
CGE-2022-8516

Project Funds Raised to \$0
Date:

Total Project Budget: \$10,000

REVENUE SOURCE	FUNDING YEAR 1 (NHCF)	FUNDING YEAR 1 (OTHER)	FUNDING TOTAL YEAR 1	TOTAL ANTICIPATED PROJECT FUNDING	BUDGET NOTES	FUNDS COMMITTED?
NH Charitable Foundation	\$10,000		\$10,000	\$10,000		NO
Public Funds (describe)		\$3,000	\$3,000	\$3,000	Town discretionary funds	YES
Volunteer Time Contributed (describe)		\$0	\$0	\$0		YES
TOTAL FUNDING	\$10,000	\$3,000	\$13,000	\$13,000		
EXPENSE TYPE	EXPENSE YEAR 1 (NHCF)	EXPENSE YEAR 1 (OTHER)	EXPENSE TOTAL YEAR 1	TOTAL PROJECT EXPENSE	BUDGET NOTES	
Other	\$10,000	\$3,000	\$13,000	\$13,000	develop and launch DEI training sessions	
TOTAL EXPENSES	\$10,000	\$3,000	\$13,000	\$13,000		

TARA FLIPPO

FACILITATOR, CONSULTANT AND AUTHOR

SUMMARY BACKGROUND

Tara Flippo has focused her career on education and training/consulting providing ample opportunities to hone and perfect her skills as an educator. With over 20 years relevant experience, she has served as a small group facilitator, teacher trainer, and college professor. Tara has excellent facilitation skills with small and large groups. She has worked thousands of program days, developed short and long-term education programs and curriculum, and presented at numerous conferences. The bulk of Tara's facilitation has been split between working with youth (middle students to college students) and "train-the-trainer" work with K-12 teachers. These educator trainings focused on Social Emotional Learning and Diversity, Equity and Inclusion. In 2016, she published her first book, *Social Emotional Learning in Action: Experiential Activities to Positively Impact School Climate*, which has sold over 6,200 copies. While at the University of New Hampshire (UNH), Tara taught multiple college courses.

Tara's professional work has always centered on social change and educating around issues of injustice & inequity. Her undergraduate senior thesis addressed diversity staff training in urban youth development programs. She holds a Master's degree in Social Justice Education and Experiential Education and have done significant work in diversity, inclusion, and equity (DEI). In 2013, Tara created a semester-long Social Justice (SJ) Education course. In addition to the SJ course, Tara has led 90-minute to 8-hour SJ trainings at UNH for staff and faculty and ran her own SJ training and consulting business for six years. Tara presents on DEI/SJ topics at education conferences and attends frequent DEI/SJ professional development. She also has served on numerous DEI committees and initiatives while at the UNH including: Social Justice Educators, President's Commission on the Status of People of Color, and the College of Health & Human Services Committee on Ethnicity and Racial Equity. As a community volunteer, Tara also led the SJ committee at her church for several years. Looking forward, Tara anticipates her next book project will be on activities to address Diversity, Equity and Inclusion.

HIGHLIGHTED WORK EXPERIENCE

- Youth & Student Programs Director, The Browne Center for Innovative Learning, and Outdoor Education Faculty, University of New Hampshire (UNH), Durham, NH
- Adjunct Faculty, Social Work (SW) Department, UNH, Durham, NH
- Founder and Sole Proprietor, Social Change Training and Consulting, Eliot, ME
- Training and Consulting Department Manager, Project Adventure, Inc., Beverly, MA
- Director of Youth & College Programs, Project Adventure, Inc., Beverly, MA

HIGHLIGHTED EXPERTISE

- Diversity, Equity and Inclusion
- Experiential Learning & Teaching (adult professionals, academia and youth)
- Youth Development
- Social Emotional Learning
- Community/Team-Building
- Organizational Climate & Health
- Project/Program Management



EDUCATION

Hampshire College, BA, Outdoor Experiential Education & Photography

Vermont College, MA, Social Justice Education and Experiential Education

PREVIOUS WORKSHOPS

- Foundations in Diversity, Equity, and Inclusion
- Understanding Implicit Bias
- Social Justice Education in 3D: Activities for Dialogue, Discussion, and Discovery
- Building Bridges to Racial Justice
- Moving toward Anti-Racism
- Positively Impacting Schools through Experiential Anti-Bullying and Diversity Programming
- Addressing & Reducing Microaggressions
- Social and Emotional Learning in Action

CONTACT

taraflippo@hotmail.com

www.linkedin.com/in/tara-r-flippo

978.270.7113



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

9D

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Gail Jablonski, Business Manager

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, BUSINESS MANAGER, AND TREASURER, AWARD AN AUDIT PROPOSAL FOR YEARS 2022-2026 TO PLODZIK & SANDERSON, P.A. TO PROVIDE THE TOWN WITH AUDITING SERVICES?

CC PREPARED BY: Gail Jablonski, Business Manager

PRESENTED BY: Gail Jablonski, Business Manager

AGENDA DESCRIPTION:

The Town of Durham has contracted with Melanson Heath of Manchester, NH for the past ten (10) years to perform audit services. Section 4.10 of the Durham Town Charter reads as follows:

"For purposes of cost and efficiency, an auditor may be retained for a period of years, but requests for proposals shall be sought at least once every five (5) years, and a new auditor shall be selected at least every ten (10) years."

Requests for proposals were recently sent to eight auditing firms and only one firm responded. Information received from the other firms were they were not bidding on any additional work due to their current workload and staffing levels.

Plodzik & Sanderson, P.A. was the firm that responded. Prior to contracting with Melanson Heath the Town worked with Plodzik & Sanderson for ten years and were extremely satisfied with their services. After reviewing the proposal submitted, the Business Manager and Treasurer recommend contracting with Plodzik & Sanderson, P.A. for the years 2022 through 2026. The Administrator concurs with the recommendation.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Audit Year 2022	\$32,500
Audit Year 2023	\$34,125
Audit Year 2024	\$35,850
Audit Year 2025	\$37,600
Audit Year 2026	\$39,500

These prices are not-to-exceed costs. The actual costs are based on the actual hours spent preparing the audit. In addition, we requested costs to perform a single audit which the Town is required to obtain if \$500,000 or more of federal award money is expended in a year. Melanson Heath costs for performing a single audit ranged from \$2,800 to \$3,430.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, Business Manager, and Treasurer, award the proposal for auditing services for the years 2022 through 2026 to Plodzik & Sanderson, P.A. of Concord, NH in the amounts as outlined in "Financial Details" above.

**PROPOSAL FOR AUDITING SERVICES FOR
TOWN OF DURHAM**

**FOR THE FISCAL YEARS ENDING
DECEMBER 31, 2022, 2023, AND 2024**

WITH THE OPTION OF TWO, ONE-YEAR EXTENSIONS

SUBMITTED BY:

Plodzick & Sanderson, P.A.
193 North Main Street
Concord, New Hampshire 03301
Tel. (603) 225-6996
plodziksanderson@plodzick.com



Contact Person:
Michael J. Campo, CPA, MACCY
Director



Date Submitted:
June 1, 2022

PROPOSAL FOR AUDITING SERVICES FOR

TOWN OF DURHAM

FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2022, 2023, AND 2024

WITH THE OPTION OF TWO, ONE-YEAR EXTENSIONS

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PROPOSAL FOR AUDITING SERVICES FOR

TOWN OF DURHAM

**FOR THE FISCAL YEAR ENDING
DECEMBER 31, 2022, 2023, AND 2024**

WITH THE OPTION OF TWO, ONE-YEAR EXTENSIONS

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ATTACHMENT

Appendix I – *Peer Review Letter*

Appendix II – *Summary Proposal Cost Form*



June 1, 2022

James A. Sojka, CPA*

Sheryl A. Pratt, CPA***

Michael J. Campo, CPA, MACCY

Scott T. Eagen, CPA, CFE

Karen M. Lascelle, CPA, CVA, CFE

Christopher W. Johnson, CPA

Ms. Gail Jablonski,
Business Manager
Town of Durham
8 Newmarket Road
Durham, NH 03824

Re: Audit Services RFP

Thank you for the opportunity to submit this proposal to the Town of Durham for external audit services for the fiscal year ending December 31, 2022, 2023, and 2024, with the option of two, one-year extensions. Based on our experience auditing municipal entities, I am confident Plodzick & Sanderson, P.A. can provide the Town of Durham with a level of service from a certified public accounting firm the Town is seeking.

Our success has been driven by utilizing staff that is experienced and well trained exclusively in governmental operations. Plodzick & Sanderson, P.A. recognizes that its most important product is prompt and efficient service of the highest quality. We know that communication, expertise, education, and audit approach are important factors in the Town's relationship with an audit firm. We have addressed each factor as follows:

- **Communication** – A component of our philosophy is that we will assist clients in reaching their maximum potential by open communications and teamwork. This means we will do the following for you:
 - Present a clear audit plan prior to commencement of fieldwork.
 - Provide an exit conference with the Selectboard and Town Manager that not only addresses audit issues but offers suggestions to make your work easier.
 - Return phone calls and emails promptly.
 - Respond to phone calls and routine questions without additional charge.
- **Expertise and Experience of our Team** – We believe that our experience with governmental entities is greater than most other certified public accounting firms.
 - We audit 222 units of government in the State of New Hampshire and have government audit experience in Maine and Vermont.
 - Our 23 dedicated staff members devote 95 percent of their time to government services.
 - In total, we spend over 29,000 hours annually serving governments similar to yours.

PLODZIK & SANDERSON, P.A.
Certified Public Accountants

105 North Main Street, Concord, New Hampshire 03301 • 603.225.5500
100 Commercial Drive, Suite 10, Bedford, New Hampshire 03110 • 603.221.0200
www.plodzick.com

* Also licensed in Maine
** Also licensed in Massachusetts
*** Also licensed in Vermont

- **Team Education and Resources** -- Plodzick & Sanderson, P.A. is committed to providing a team environment that fosters growth and development through continuous training and learning. The following demonstrates our commitment to professional training:
 - Members of Plodzick & Sanderson, P.A. have lead seminars for New Hampshire Government Finance Officers' Association, New Hampshire Municipal Association, the New Hampshire Tax Collector's Association, the New Hampshire and Tri-State Associations of School Business Officials, and the New Hampshire School Administrators Association.
 - Plodzick & Sanderson, P.A. provides seminars to our clients such as basic bookkeeping of the government accounts when weaknesses are identified during the audit. These seminars will reinforce the proper accounting and internal control methodologies to be followed.
 - Directors and members of senior management mentor staff and ensure they receive customized training appropriate for your government.
- **Audit Approach** -- Our approach to an audit is heavily dependent on risk-based audit standards and communication.
 - We will obtain an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.
 - Analytical procedures will be applied to some extent to assist in planning the nature, timing, and extent of other audit procedures.
 - We will analyze current financial information and compare it with prior periods to measure trends.
 - We will design and perform substantive procedures for all relevant assertions related to each material class of transactions, account balances, and disclosure.

If awarded the contract, Plodzick & Sanderson, P.A. agrees to provide the services set forth in this proposal and at the fees set forth herein. Thank you again for this opportunity to submit our audit proposal to you. If you have any questions, please do not hesitate to contact me at (603) 225-6996 or mcampo@plodzick.com.

Sincerely,



Michael J. Campo, CPA, MACCY
Director



Proposal for Auditing Services for the Town of Durham, New Hampshire



PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

The Firm

Our Firm has been a leader in the municipal sector since the Firm was founded in 1975 by Stephen Plodzik and Robert Sanderson. The Firm provides auditing, accounting, forensic accounting, taxation, and management advisory services to a wide range of governmental, commercial, and non-profit organizations throughout New Hampshire.

We are committed to providing high quality audit services to local municipalities and governmental agencies in New Hampshire. We are considered a leader in the governmental auditing area because of our unmatched level of expertise and years of experience in governmental auditing services. Our professional staff members recognize and understand the needs of local officials and the issues facing management of governmental entities.

The office of Plodzik & Sanderson, P.A. is located at 193 North Main Street, Concord, New Hampshire, from where the Town's audit will be conducted.

Licensure

Plodzik & Sanderson, P.A. is in compliance with the State of New Hampshire licensing standards for accountants in public practice as outlined in NH RSA Chapter 309-A. All licensed accountants meet these requirements.

Professionals Assigned to Audit

Plodzik & Sanderson, P.A. maintains a dedicated staff of governmental accountants and auditors as well as a commercial staff that provides accounting and audit support to the governmental division throughout the year. An overview of our Firm is as follows:

	<u>Governmental</u>	<u>Commercial</u>	<u>Total</u>
Directors	2	3	5
Managers	5	2	7
Senior Auditors	4	1	5
Other Professional Staff	12	4	16
	<u>23</u>	<u>10</u>	<u>33</u>

Staff that would be assigned to an engagement are trained and experienced in the procedures required and are continually supervised.



Proposal for Auditing Services for the Town of Durham, New Hampshire



We anticipate that the following individuals will comprise the audit team:

Michael J. Campo, CPA, MACCY – Director In-Charge



Biography

Michael J. Campo has been a governmental auditor with Plodzik & Sanderson, P.A. since 2004, and was promoted to Senior Auditor in 2008, to Senior Manager in 2013, and became a Director in 2016. During this time, he has performed audits of the financial statements of towns, cities, school districts, school administrative units, village districts, water precincts, federal grant programs, and special governmental entities.

Qualifications

Certified Public Accountant in the State of New Hampshire

Over 18 years of experience auditing local governments in New Hampshire and experience in Maine

Over 95 percent of billable time relates to governmental clients

Professional Memberships/Involvement

New Hampshire Government Finance Officers Association

New Hampshire Association of School Business Officials

New Hampshire Society of Certified Public Accountants (NHSCPA)

Member of the American Institute of Certified Public Accountants (AICPA)

AICPA Emerging Partners Program

Small Business Administration Emerging Leaders Program

Greater Concord Chamber of Commerce

Education

Graduated from Plymouth State University,
B.S. Degree in Accounting and a minor in Economics

Graduated from Rutgers University,
Master's degree in Governmental Accountancy

Continuing professional education as required by AICPA and GAO

Proposal for Auditing Services for the Town of Durham, New Hampshire



Sheryl A. Pratt, CPA – Director (Engagement Quality Control Review)



Biography

Sheryl A. Pratt has been a governmental auditor with Plodzik & Sanderson, P.A. since 1991, and has been a Director and Officer of the Firm since 2005. During that time, she has performed audits of the financial statements of towns, cities, school districts, school administrative units, village districts, water precincts, federal grant programs, and special governmental entities.

She has been a presenter for many organizations, including Tri-State ASBO, NH ASBO, and the NHGFOA, on various topics related to governmental accounting. Sheryl has assisted the NH Tax Collector's Association with the preparation of training materials and has worked with the NH Government Finance Officers Association training committee.

Qualifications

Certified Public Accountant in the States of New Hampshire and Vermont

Over 31 years of experience auditing local governments in New Hampshire and experience in Maine and Vermont

Over 95 percent of billable time relates to governmental clients

Professional Memberships/Involvement

New Hampshire Government Finance Officers Association

New Hampshire Association of School Business Officials

Member of New Hampshire Society of Certified Public Accountants (NHSCPA)

American Institute of Certified Public Accountants (AICPA)

Education

Graduated from Plymouth State College with a B.S. Degree in Business Administration and a minor in Psychology

Graduated from New Hampshire College with a B.S. Degree in Accounting

Continuing professional education as required by AICPA and GAO

Proposal for Auditing Services for the Town of Durham, New Hampshire



Patrick Mohan, CPA – Manager



Biography

Patrick Mohan is a Manager in the Governmental Services Division of Plodzik & Sanderson, P.A. He is a Certified Public Accountant licensed in New Hampshire with over 21 years' experience focused on audit services for numerous municipalities and is currently responsible for managing over 25 governmental audits annually. During this time, he has performed audits of the financial statements of towns, cities, school districts, school administrative units, village districts, water precincts, federal grant programs, and special governmental entities.

Qualifications

Over 21 years of experience auditing local governments in New Hampshire

Over 95 percent of billable time relates to governmental clients

Professional Memberships/Involvement

New Hampshire Government Finance Officers Association

New Hampshire Society of Certified Public Accountants (NHSCPA)

Member of the American Institute of Certified Public Accountants (AICPA)

Education

Graduated from Plymouth State University,
B.S. Degree in Accounting

Continuing professional education as required by AICPA and GAO

Speaking Engagements & Seminars

Participated in NH Retirement System's GASB 67/68 Implementation Pilot Group

Proposal for Auditing Services for the Town of Durham, New Hampshire



Rebecca Weldon – Senior Auditor



Biography

Rebecca A. Weldon has been a governmental auditor with Plodzick and Sanderson, P.A. since 2016. During this time, she has performed audits of the financial statements of towns, cities, school districts, school administrative units, village districts, water precincts, and federal grant programs.

Qualifications

Over 6 years of experience auditing local governments in New Hampshire

Over 95 percent of billable time relates to governmental clients

Education

Bachelor of Science in Accounting from Plymouth State University

Continuing professional education as required by AICPA and GAO

Proposal for Auditing Services for the Town of Durham, New Hampshire



Additional Staff

Our pool of additional governmental accounting staff who are available to assist on the engagement are listed below:

Ashley Klem, CPA, Manager – 14th year auditing local governments in New Hampshire, with experience in Maine and Vermont

Tyler Paine, CPA, Manager – 13th year auditing local governments in New Hampshire, with experience in Maine and Vermont

Kyle Gingras, CPA, Manager – 13th year auditing local governments in New Hampshire, with experience in Maine and Vermont

Sherry Bradstreet, Federal Grants Compliance Manager – 16th year auditing local governments in New Hampshire, with experience in Maine and Vermont

Brian McDermott, CPA, Senior Auditor - 12th year auditing local governments in New Hampshire, with experience in Massachusetts

Ryan Gibbons, CPA, CFE, Senior Auditor – 6th year auditing local governments in New Hampshire

Justin Larsh, CPA, Staff Auditor – 4th year auditing local governments in New Hampshire

Lois Otchere, Staff Auditor - 3rd year auditing local governments in New Hampshire with experience auditing local governments in Massachusetts

Zachary Hofland, Staff Auditor – 4th year auditing local governments in New Hampshire

Alexander Gamache, Staff Auditor – 2nd year auditing local governments in New Hampshire

Ethan Blevins, Staff Auditor – 2nd year auditing local governments in New Hampshire

Ted Proctor, Staff Auditor – 2nd year auditing local governments in New Hampshire

Ryan Crowley - 1st year auditing local governments in New Hampshire

James Caulfield - 1st year auditing local governments in New Hampshire

Thomas White - 1st year auditing local governments in New Hampshire

Cole Corbett - 1st year auditing local governments in New Hampshire

The engagement plan will utilize up to 2 of the above staff members to assist with the audit, with the intention of rotating members of the team to ensure independence.

Firm's Policy on Notification of Changes in Key Personnel

While the intent of the firm is to reassign the same staff to return engagements each year, this may not be possible for unforeseen reasons at the time this proposal is prepared. However, we will notify the Town Manager in writing of any changes in personnel, either supervisory, or staff level and would allow the Town the right to approve or reject replacements.



Proposal for Auditing Services for the Town of Durham, New Hampshire



Use of Sub-Contractors

Plodzik & Sanderson does not utilize sub-contractors.

Independence

Plodzik & Sanderson, P.A. has internal operating procedures to insure its independence from current and potential clients. We accomplish this through continuous monitoring, and by requiring written documentation from each member of our staff annually. Our Firm shall give the Town written notice of any relevant professional relationships entered into during the period of this agreement.

Plodzik & Sanderson, P.A. is independent of the Town as defined by auditing standards generally accepted in the United States.

Ethics in Public Contracting

Plodzik & Sanderson, P.A. certifies that our proposals are made without collusion or fraud and that we have not offered or received any kickbacks or inducements from any other auditor, supplier, manufacturer, or subcontractor in connection with our proposals, and that we have not conferred on any Town employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything more.

Debarment Status

Plodzik & Sanderson, P.A. certifies that we are not, or have ever been, debarred from submitting bids or proposals on contracts by any agency of the State of New Hampshire and the federal government, nor are we an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of New Hampshire for the federal government.

Similar Engagements with Other Governmental Entities

We have long-term relationships with many towns in New Hampshire. Three of our town clients, listed below, would be a good representation of audit clients, we are happy to provide additional references if requested.

1. Town of Merrimack

Mr. Tom Boland
Finance Director
(603) 424-7075

Type of Audit: Financial Audit

Year End: December 31, 2022

2. Town of Hudson

Mrs. Lisa Labrie
Finance Director
(603) 816-1257

Type of Audit: Financial Audit

Year End: December 31, 2022

3. City of Lebanon

Ms. Vicki Lee
Finance Director
(603) 448-0682

Type of Audits: Financial Audit

Year End: December 31, 2021



Proposal for Auditing Services for the **Town of Durham, New Hampshire**



In addition to the valued clients listed above, we work with more than 220 other local governments in New Hampshire. Our client retention history has been excellent and several of the governments have been clients for more than 30 years.

Quality Control Procedures

Plodzick & Sanderson, P.A.'s Quality Control System is designed to assure full and proper completion of audit objectives. This quality control system is fully documented and addresses the issues of independence, assigning personnel to engagements, consultation, supervision, hiring, professional development, advancement, acceptance and continuation of clients, and inspection to insure that the system is functioning properly. Plodzick & Sanderson, P.A. is a voluntary participant in the American Institute of Certified Public Accountants' Quality Review Program, which requires an outside review every three years and has received unqualified opinions each time (see Appendix II). In addition, we are members of the AICPA's Governmental Audit Quality Center which promotes the importance of quality governmental audits.

The following is a partial listing of our procedures. If you wish, we would be pleased to discuss our quality control system with you further.

- Personnel are assigned to engagements on the basis of experience and engagement manpower requirements.
- Our audit programs are comprehensive and designed to test for accounting and statutory compliance in an efficient manner. They are continually evaluated by directors and senior staff, and modifications are made as needed.
- We hold a pre-audit planning meeting including all members of the audit team for the purpose of minimizing the individual learning curves and discussing the optimum procedures, which will meet client needs.
- Upon completion of the entire audit to the satisfaction of the Manager, the Director-in-charge reviews the completed audit once again with the audit team to determine that the objectives have been met and that the conclusions have been clearly presented.
- We hold an exit conference with the client to detail the use of the audit reports, if requested.
- In addition to professional requirements for continuing education, our senior level staff, and directors meet periodically to discuss current accounting and related legal or regulatory issues facing clients.
- Formal workshops are held for our governmental auditors.
- We have a good rapport and reputation with State and Federal agencies with whom we communicate on a regular basis.



Proposal for Auditing Services for the Town of Durham, New Hampshire



SERVICES TO BE PROVIDED

Scope of Services

Plodzik & Sanderson, P.A. agrees to meet or exceed the following performance specifications:

1. We shall perform a financial and compliance audit of all funds reported in the Town's financial statements. This includes providing the Town Manager with the basic governmental fund trial balances and worksheets that were used to cover the Town's fund financials to the government-wide financial statements. In addition, we will complete the Town's MS-535 Form and file it with the NH Department of Revenue Administration.
The audit shall be conducted to satisfy the requirements of the State of New Hampshire Department of Revenue Administration and applicable State and Federal laws and regulations.
2. In connection with the examination of the records and financial statements, we shall review the system of internal control, operating procedures, and compliance with budgetary and legal requirements by the Town.
This review of internal control will include a review of the related processing controls with respect to data processing operations.
This review will also include, but is not limited to, the areas of physical security, system and program documentation, input/output controls, and controls over use and retention of electronic files.
3. We shall perform a financial and compliance audit in accordance with the Single Audit Act of 1996 and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, if applicable.
4. We view our engagements with the Town as ongoing professional relationships in which we will provide occasional advisory services, as needed, during the course of each year. As such, we will consult as required on auditing, accounting, financial reporting, and operating questions, which may arise during the course of each year. This also includes advising on implementation of current and proposed GASB statements.
5. We agree to make available all working papers upon request, to meet any Town financial need, as well as in accordance with any Federal or State grant provision. Working papers will be kept for five years from the submission of the final audit report.
6. The Manager In-Charge will hold an entrance conference with Town officials to confirm or adjust the objectives, and to discuss our requirements and procedures with the Town's staff so that it can cooperate comfortably.
7. The Director In-Charge of the audit will be available to attend public meetings at which the audit report may be discussed. The Director and/or Manager In-Charge of the audit will also be available to discuss the audit report or other reports required by the request for proposal with the Town's financial staff as required.



Proposal for Auditing Services for the Town of Durham, New Hampshire



Audit Work Plan

Our audit plan involves six (6) stages for each audit. These stages are:

- Stage 1** Planning
- Stage 2** Risk Assessment
- Stage 3** Preparation of the Overall Audit Plan
- Stage 4** Conducting the Interim Audit
- Stage 5** Conducting the Final Audit
- Stage 6** Reporting

Stage 1 Planning

Plodzick & Sanderson, P.A. will meet with key staff to plan the audit services for the year. These meetings will discuss all audit issues and the proposed interim work plan. During this phase, we will accomplish:

- Identifying the key personnel and contacts in the accounting and other departments.
- Identify the Town's significant classes of transactions and operating processes.
- Obtain an understanding of the risk areas.
- Developing an understanding of unusual transactions or events that have occurred during the fiscal year.
- Finalizing the timeframes for interim fieldwork.

Stage 2 Risk Assessment

Based upon the information obtained in the planning meetings Plodzick & Sanderson, P.A. will perform a risk assessment as required by Statements on Auditing Standards (SAS) to be used in the preparation of the overall audit plan. As part of this risk assessment we will perform the following:

1. Obtain an understanding of the Town, its environment, and its risks.
2. Obtain an understanding of the entity's internal controls.
3. Preliminary analytical review, determination of preliminary materiality levels.
4. Analysis of known misstatements, if any.
5. Consideration of risk of material misstatement at the individual account balance, class of transactions, and disclosure level.
6. Assessing the risks of material misstatement at both the financial statement and relevant assertion levels.

Stage 3 Preparation of the Overall Audit Plan

Once the planning and risk assessment processes are complete, the overall audit plan will be prepared. The plan will specify each audit task, staffing assignments, and timelines. The audit plan will include the transaction cycles which have been selected for internal control testing and of those for which only a detailed walk through will be performed.



Proposal for Auditing Services for the **Town of Durham, New Hampshire**



Once the audit plan has been completed, the prepared by client (PBC) requirements and the responsibilities of the auditor document will be prepared. The document listing will be detailed by specific task and will include the due dates and names of the persons responsible for each task.

We will also prepare the preliminary materiality guidelines, the audit programs, including consideration of:

- Identification of areas where special audit considerations are necessary.
- Design of further audit procedures to reduce risk, if considered necessary.
- The development of expectations for analytical procedures, timelines, and assignment of all audit responsibilities.

Once these tasks have been completed, we will contact the Town to ensure that all dates and requirements have been met and to schedule the interim and final work with the various departments and agencies of the Town.

Stage 4 The Interim Audit

Our interim fieldwork proposed dates will be mutually agreeable dates in May and/or June. The specific date(s) will be determined during the planning meeting and preparation of the audit plan process. Our interim work will include the following:

We will obtain an understanding of the Town's internal control structure starting with:

1. Defining the Town's objectives and strategies and related business risks.
2. Update our understanding of the Town's internal control environment (tone at the top):
 - Communication and enforcement of integrity and ethical values
 - Commitment to competence
 - Participation of those charged with governance
 - Management's philosophy and operation style
 - Organizational structure
 - Assignment of authority and responsibility
 - Human resource policies and practices
3. The Town's risk assessment process.
4. Internal control communication process.
5. Internal control monitoring process.
6. Any industry, regulatory or other factors.

This understanding will be accomplished through the use of:

1. Inquiry of management and others within the Town.
2. Observation and inspection.
3. Review of external information sources.

We will also obtain an understanding of the design and implementation of the financial reporting system to understand the following information for:

1. Each class of transactions that is significant to the financial statements.
2. The procedures within both automated and manual systems, by which those transactions are initiated, authorized, recorded, processed, and reported in the financial statements.



Proposal for Auditing Services for the **Town of Durham, New Hampshire**



3. The related accounting records, whether in electronic or manual supporting information, and specific accounts in the financial statements involved in initiating, authorizing, recording, processing, and reporting transactions.
4. How the information systems capture events and conditions other than classes of transactions that are significant to the financial statements.
5. The financial reporting process used to prepare the Town's financial statements, including significant accounting estimates and disclosures.

Our focus will also involve:

- Understanding and documenting the financial reporting process.
- Documenting information systems and related computerized data processing controls.
- Identifying the flow of information and internal control involved in various key processes including, investment management, procurement, disbursements, payroll, treasury operations, and cash receipts. To accomplish these tasks, we will use inquiry, observation, checklists, and internal control questionnaires. During the interim timeframe, each of the significant internal control systems will be evaluated to obtain sufficient knowledge of the design and implementation of key controls and to determine if a test of controls will result in audit efficiencies.
- Planning for the Single Audit, if necessary, will include the distribution of questionnaires, conducting inquiries, reviewing documentation, and determining major programs. In addition, in order to assist the Town in achieving its Single Audit reporting timeline, we will begin conducting fieldwork for those federal programs identified as major as a result of our preliminary risk assessment.
- Identifying laws and regulations that are applicable to the Town. To accomplish these tasks, we will use client documents, inquiry, observation, checklists, and internal control questionnaires.
- Formulating audit procedures and related audit programs that will be used during the final segment of the audit process.
- Testing the effectiveness of internal controls will be accomplished for the significant internal control systems for which we plan to place reliance. To gain efficiencies our control testing will be structured so that it can be used for each of the audits we will perform (if applicable).
- Other areas to be completed at the interim audit include SAS No. 99 interviews and documentation.
- Discuss workable solutions for potential findings that have been identified and communicated to the Town during the audit process.

Stage 5 The Final Audit

We will commence our final fieldwork as soon as the Town has sufficiently closed their accounting records. During this phase, we will perform substantive audit procedures on the year-end fund balances, revenue, and expenditure accounts. We will use a variety of audit procedures which may include outside confirmations,



Proposal for Auditing Services for the **Town of Durham, New Hampshire**



statistical sampling, and detailed testing of schedules, analytical review, inquiry, and observation. At the conclusion of the final audit, the engagement team leader will review trial balances and journal entries with management, this provides management the opportunity to gain a firm understanding of the final audited financials.

Stage 6 The Reporting Phase

At the end of the audit process, we will meet with key staff to cover the following:

- Discuss improvements for subsequent years' audit plan, if applicable, and
- Meet with the Selectboard and Town Manager to present the results of the audit.

We do not believe in surprises. Although the reporting phase involves a recap of the process we will be in constant communication regarding each aspect of the audit throughout the entire process. You will not have any surprises at the end of the audit.

Plan for the Audit of the Town's Basic Financial Statements

As noted above, the six-phase audit process will be used for conducting the audit of the Town's basic financial statements.

Meetings will be scheduled with the key contacts in each department, to allow for questions from the departments, provide for a summary of the overall audit process, and cover key dates to ensure all Town's timelines are met. Discussions will also include key audit areas, risks, and any other known issues relating to the audit.

As noted in the audit plan we will obtain documentation of the understanding of the Town and its environment, including the internal controls. Testing will be accomplished for the internal control systems and key processes include, but are not limited to:

- The revenue collection cycle
- Investment management
- Financial reporting
 - Year-end closing
- Budgeting
- Risk management
- Human Resource, payment of employees
- IT Controls, relating to all aspects of the audit
 - User access
 - Security
 - Backup and recovery
 - System interfaces
- Fraud Prevention
- Others that will be identified during our audits



Proposal for Auditing Services for the Town of Durham, New Hampshire



Other items that will be considered include:

- Testing of the Town's key internal control system
- Analysis of the Town's fraud prevention program
- Proactive discussions regarding upcoming professional pronouncements and standards

We will meet with the Town as a final wrap up to cover any outstanding items and prepare the appropriate presentations.

Sample Sizes and use of Statistical Sampling Techniques

Sample sizes will differ depending upon the area under audit. Generally, a sample size of 40-60 will be used for areas where we plan on placing reliance on the internal control structure.

Extent of use of EDP in Engagement

EDP software will be used in the analysis of the Town transaction activity, including, but not limited to disbursements, payroll, utility billings, capital asset depreciation, etc. In addition, audit software will be utilized for work paper storage.

Type and Extent of Analytical Procedures to be Used in Engagement

Analytical procedures are an important part of the audit process. Analytical procedures will be used in several areas including but not limited to audit planning, testing of year-end balances such as revenue analysis, expenditure analysis, etc.

Approach to be Taken in Determining Laws and Regulations that will be Subject to Test Work

Based upon our inquiry with Town staff, review of the Town's administrative policies, etc., we will determine the relevant laws and regulations that will be subject to additional test work. We will review the laws and regulations covering the Town's grants and major programs as part of the Single Audit testing, if necessary.

Approach to be Taken to Gain and Document an Understanding of the Town's Internal Control

Our approach to gain an understanding of the Town's internal control structure will be obtained by reviewing the Town's policy and procedures, review of the Town's administrative policies and procedures, and based upon our inquiry with Town staff. In addition, we will use governmental internal control questionnaires to assist in our documentation of the internal control structure. Further we will conduct a walk-through and observe the workflow as it relates to key processes including but not limited to: payroll, budgeting, financial management and investments, revenue management and cash receipts, procurement and disbursements, information technology, and risk management.



Proposal for Auditing Services for the Town of Durham, New Hampshire



Meetings

Plodzik and Sanderson, P.A. shall conduct regular progress report meetings with the Town Manager or her designee on the conduct of the work required under this contract as deemed appropriate. Either the Town Manager or Plodzik & Sanderson, P.A. may request a meeting at any time during the term of this contract.

Nature of Town's Assistance to Auditor During Audit

Plodzik & Sanderson, P.A. understands that the Town's staff agrees to render all feasible assistance to the audit firm and shall respond promptly to requests for information, provide all necessary books and records, and provide physical facilities required by the Firm for the expeditious conduct of the engagement. We anticipate 4-6 hours of time to gather and pull information as required but may fluctuate depending on the needs of the audit.

Additional services may be required in order to obtain sufficient audit evidence on which to base our opinion, and which are normally the responsibility of your accounting staff, such as bookkeeping, and bank reconciliations.

As required by Generally Accepted Accounting Services for non-attest services, these services, and others such as non-audit related consultations, and preparation of non-audit forms or filings will be covered under separate agreement after consultation with you.

For these services, you agree to assume management responsibility, oversee these services by designating an individual who possesses suitable skill, knowledge, or experience, to evaluate the adequacy and results of those services, and accept responsibility for the results of those services.

We will request that you provide us with the basic information required for our audits, and you are responsible for the accuracy and completeness of that information. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles and the safeguarding of assets. We will provide you with a listing of documents required for audit in advance of our fieldwork. We will advise you about appropriate accounting and reporting principles and their application, but the responsibility for the financial statements remains with you.

The Single Audit (if necessary)

We will obtain an understanding of the Town's procedures for completing the Schedule of Expenditures of Federal Awards (SEFA). We will then tie out expenditure amounts to the audited trial balances as well as trace Federal award information (for example Federal assistance listing number, project number, project name, etc.) to the applicable grant and/or loan agreements to determine that the information is accurate. We will perform the determination in order to determine the major programs required for audit based on Uniform Guidance.

A risk assessment will be performed over each major program to determine what compliance requirements are direct and material and will be tested. Testing will be performed over internal controls as well as compliance requirements and will be based on the suggested audit procedures as outlined in the OMB Compliance Supplement.

Any findings as a result of testing will be provided to management and gone over in detail to assist in determining how corrective action can be taken. For material findings that will be placed in the audit report a Corrective Action Plan prepared by management is required.

After the audit report has been finalized and issued, the Data Collection Form will be prepared requiring Director In-Charge and management approval.



Proposal for Auditing Services for the Town of Durham, New Hampshire



Other Services

In addition to audit services, we are also available throughout the year for follow-up assistance or consultation, if requested. Such services will be billed at our regular per diem rates, which range from \$60 to \$150 per hour depending upon the level of expertise required. Phone call service is usually provided at no extra charge, we encourage our clients to communicate with their audit team throughout the year.

You may request that we perform additional services not addressed in this proposal. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this proposal.

Tentative Schedule

Interim Audit/ Planning Phases

November/December

Preliminary audit work will take place on mutually agreeable dates between May and June 2022. Preliminary work is an integral part of the planning phase. Audit planning involves the gathering of information about the accounting system and controls therein and assessing risks, in order to determine the level of reliance that will be placed on the system and the extent to which the audit will involve substantive testing procedures, and the areas to be tested. This phase would involve the Town personnel to the extent needed to gather information to gain an understanding of the system, and the timing of these procedures would be flexible to the extent that it would be coordinated in such a way as to be convenient for the Town personnel. After preliminary audit work is completed, much of the initial planning phase can be completed from our office in order to minimize the disruption of normal operations. Prior to the commencement of fieldwork, we would hold a preplanning conference with Town Manager and provide the Town with a packet of preliminary information, including a listing of documents required for audit. If selected as the audit firm, subsequent years' Interim Audit/Planning Phases the dates will be determined by the Management of the Town and Director in Charge of the engagement.

Final Audit

March/April

Fieldwork will start in September and will run three to four days. At the completion of fieldwork all trial balances and journal entries will be reviewed with the Director of Administrative Services and/or the Town Manager allowing for management to gain a further understanding of the audit and its results. Copies of trial balances and journal entries will be left with management so that entries can be posted to the Town general ledger. We will also review any potential findings at this time with management providing management the ability to gain a full understanding of the concerns identified during the audit.

We are able to adjust our schedule and staffing needs based on the completion and availability of financial records ready for audit. The first day will encompass finalizing the preliminary planning procedures. The fieldwork will include analyzing and testing financial records and compliance with laws and requirements. We will arrange to gather all information from you and work initially from our office in order to reduce interference to your normal operations.



Proposal for Auditing Services for the Town of Durham, New Hampshire



Reporting

*Report preparation and
draft report issued by
Mid-June*

This phase of the audit involves the summation and analysis of audit information and findings and the formation of our opinion completion of the financial report. The Director of Administrative Services and/or the Town Manager will receive a draft copy of the audit including a draft of our Independent Auditor's Communication. Once the draft reports have been reviewed and approved, we will finalize and issue the audit report and send it to the Town no later than June 15th.

Proposed Segmentation of Engagement

Our approach to the audit can be demonstrated by the level of staff assigned to each segment of the audit as well as our segmentation of the audit into the major steps to be performed.

Date/Segment	Hours				
	Director	Manager	Senior	Staff	Total
Planning and preliminary fieldwork	8	16	16	16	56
Fieldwork; review and furnish audit adjusting journal entries and audited trial balances for all funds	16	40	40	80	176
Report and management letter preparation, exit conference, draft and final report preparation and delivery	16	32	16	16	80
Total Hours	40	88	72	112	312



Proposal for Auditing Services for the Town of Durham, New Hampshire



FEE STRUCTURE

Schedule of Professional Fees and Expenditures

The estimated fee for audit services for the Town of Durham, with the exception of a Federal Audit, if required, and including all direct and indirect costs for a multi-year engagement are as follows:

Financial Statement Audit:

December 31, 2022	\$ 32,500
December 31, 2023	\$ 34,125
December 31, 2024	\$ 35,850

Two optional extension years:

Financial Statement Audit:

December 31, 2025	\$ 37,600
December 31, 2026	\$ 39,500

Should a Federal Audit be required, the estimated fees including all direct and indirect costs would be as follows:

Single Audit, if needed:

December 31, 2022	\$ 2,800
December 31, 2023	\$ 2,950
December 31, 2024	\$ 3,100

Two optional extension years:

Single Audit, if needed:

December 31, 2025	\$ 3,260
December 31, 2026	\$ 3,430

Our hourly rates are as follows:

Directors	\$150/hr
Managers	\$110/hr
Senior Auditors	\$100/hr
Staff Auditors	\$65-95/hr

Please note: Plodzick & Sanderson does not charge for out-of-pocket expenses (e.g., travel, lodging, and subsistence). All direct and indirect costs are reflected in the fees above (e.g., bank confirmations).

Manner of Payment

Progress billings will be issued during the course of the engagement and shall not cover less than a calendar month. These billings will not exceed the total cost of the engagement. The final payment will not be due until after all reports have been delivered to and accepted by the Town.



Proposal for Auditing Services for the Town of Durham, New Hampshire



ADDITIONAL INFORMATION

Insurance Requirements

Plodzick & Sanderson, P.A. carries the following coverage:

Professional Liability Coverage - Plodzick & Sanderson, P.A. carries professional liability insurance in the amount of \$1,000,000.

Statutory Liability Coverage - Plodzick & Sanderson, P.A. maintains both workers' compensation and employer's liability insurance.

Motor Vehicle Coverage - Plodzick & Sanderson, P.A. carries motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in the amount of \$1,000,000 combined single limit per accident.

Regulatory Action

Since its establishment in 1975, the firm has had no disciplinary action taken upon it by the State Board of Accountancy, American Institute of CPAs, New Hampshire Society of CPAs, or any regulatory agency. Of the 222 municipal audits that the Firm performs annually, many are Single Audits which are filed with the Federal Clearinghouse and with various State oversight agencies. None of our audits have ever been found to be deficient.

Identification of Anticipated Potential Audit Problems or Exceptions

We do not anticipate any potential audit problems or exceptions, and if any do arise, they will be addressed immediately and discussed with management and/or the Selectboard, as necessary, in order to arrive at a resolution of the matter.

Equal Employment Opportunity and Affirmative Action Policy

It is the Firm's policy to grant equal employment opportunities to all qualified persons without regard to age, race, color, religion, sex, marital status, national origin, or disabilities. The Firm subscribes fully to the Employment Opportunity Commission's guidelines and is committed as a matter of strong policy to enforcing these directives. In Plodzick & Sanderson, P.A.'s history, we have not had one reported incident of harassment or discrimination.

Based on the Firm's quality control policies, personnel are assigned to engagements on the basis of experience and expertise needed to complete the engagement efficiently, given the complexity of the situation.



APPENDIX I

215 Pleasant St. Fl. 4 – PO Box 3634
Fall River, Massachusetts 02722

Tel: (508)679-6079 (508)999-0020
Fax: (508)672-4938

Report on the Firm's System of Quality Control

To Plodzik & Sanderson, PA and the
Peer Review Committee of the Massachusetts Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Plodzik & Sanderson, PA (the Firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act. As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plodzik & Sanderson, PA in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Plodzik & Sanderson, PA, has received a peer review rating of *pass*.

JMR & Company, LLC

October 18, 2019

Where Your Financial Success Begins

Member: American Institute of Certified Public Accountants - Division for Firms

Web: WWW.jmrpcas.com

Email: Doug@rodriguesaccounting.com

APPENDIX II

**TOWN OF DURHAM, NH
SUMMARY PROPOSAL COST FORM**

YEAR 2022 \$32,500

YEAR 2023 \$34,125

YEAR 2024 \$35,850

Extension Years

YEAR 2025 \$37,600

YEAR 2026 \$39,500

Additional Cost for Single Audit if required (if included in above please note)

YEAR 2022 \$2,800

YEAR 2023 \$2,950

YEAR 2024 \$3,100

Extension Years

YEAR 2025 \$3,260

YEAR 2026 \$3,430

Hourly Rate if scope of engagement is expanded:

\$150 Hourly Rate for Director Staff Level

\$110 Hourly Rate for Audit Manager Staff Level

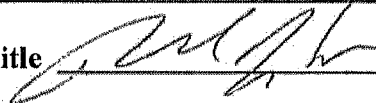
\$100 Hourly Rate for Senior Auditor Staff Level

\$65-95 Hourly Rate for Staff Auditor Staff Level

PROPOSAL SUBMITTED BY:

Firm Name Plodzick & Sanderson, P.A.

Signature and Title

 Director

E-Mail MCampo@plodzick.com

Date June 1, 2022



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM: # 9E

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Catherine "Cat" Lamb, UNH Memorial Union & Student Activities

AGENDA ITEM:

SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, APPROVE A PERMIT APPLICATION SUBMITTED BY THE UNH ALUMNI AFFAIRS ADMINISTRATION TO CLOSE A PORTION OF MAIN STREET BETWEEN GARRISON AVENUE AND EDGEWOOD ROAD ON WEDNESDAY, SEPTEMBER 7, 2022 (RAIN DATE: THURSDAY, SEPTEMBER 8, 2022) FROM 10:00 AM TO 8:00 PM FOR THE ANNUAL UNIVERSITY DAY?

CC PREPARED BY:

Jennie Berry, Administrative Assistant

PRESENTED BY:

Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached is a permit application submitted by Catherine "Cat" Lamb from UNH Memorial Union & Student Activities requesting that a portion of Main Street between Garrison Avenue and Edgewood Road be closed between the hours of 10:00 AM and 8:00 PM (includes setup and breakdown), on Wednesday, September 7, 2022 with a rain date of Thursday, September 8, 2022, for the annual University Day Picnic and Student Activities Fair. The actual time for the event is from 10:00 a.m. – 8:00 p.m.

This free event has been held for many years by the University. Members of the campus community and the surrounding communities of Durham, Lee, and Madbury, celebrate the beginning of the new academic year with a picnic and outdoor festivities held on the lawn of Thompson Hall.

The University Day Campus Picnic and Student Activities Fair is a great way for UNH students to find ways to participate in the university and Durham communities. Student organizations will be recruiting new members and UNH departments will be promoting their services and benefits to the campus community.

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

LEGAL AUTHORITY:

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

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, approve a road closure request submitted by the UNH Alumni Affairs Administration to close a portion of Main Street between Garrison Avenue and Edgewood Road between the hours of 10:00 AM and 8:00 PM on Wednesday, September 7, 2022 (Rain Date: Thursday, September 8, 2022) for the annual University Day Picnic.



TOWN OF DURHAM

100 Stone Quarry Drive, Durham, NH 03824

TEL: (603) 868-5578

FAX: (603) 868-8063

Email: publicworks@ci.durham.nh.us

PERMIT APPLICATION

Revised: 2/18/19

TYPE OF PERMIT (Please check one):

Special Event

Road Closure Request

Use of Town Property

X

LOCATION WHERE EVENT WILL OCCUR: Main Street between Garrison & Edgewood

DAY & DATE OF EVENT: Wed. September 7th, 2022 TIME(S) OF EVENT: 3:30 - 6:30 pm
rain date: Thursday, September 8th, 2022

DURATION OF EVENT (Including set up and breakdown time): 10 am - 8 pm

NAME OF APPLICANT/ORGANIZATION: Memorial Union & Student Activities

NAME OF EVENT: University Day

PERSONAL CONTACT FOR THIS EVENT: Catherine "cat" Lamb

ADDRESS: 83 Main Street, Durham, NH 03824

TELEPHONE NO.: DAY: 603-862-0737 EVENING: 207-515-2783

EMAIL: Catherine.Lamb@unh.edu

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

Requesting closure of Main Street from 10 am to 8 pm
for annual "University Day" event between Garrison
and Edgewood Rd. Event will take place on both sides of
Main Street with tabling, food, and amplified sound.

ANTICIPATED NUMBER OF PARTICIPANTS: 10,000

ANTICIPATED NUMBER OF VEHICLES: 50

CERTIFICATE OF INSURANCE INFORMATION

As evidence of its financial ability to indemnify the Town of Durham, during the term of this agreement, the applicant shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits no less than \$1 million per occurrence. A Certificate of Insurance naming the Town of Durham as an Additional Insured shall be provided.

Insurance Carrier:

On file with town business office

Policy Number and Expiration Date: _____

The undersigned hereby agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Town of Durham and all associated, affiliated, allied and subsidiary entities of the Town, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, and contractors (hereinafter referred to as "indemnities") from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses which may be imposed upon, incurred by or asserted against the indemnities by reason of any act or omission of the undersigned, its personnel, employees, agents, contractors or subcontractors which results in damage or injury of any kind to any person or any property and which arises out of or is in any way connected with the activities permitted by this permit.

Melissa A. Beecher

Printed Name and Signature of Event Coordinator/applicant

6/1/22

Date

Printed Name and Signature of Principal/Owner/Authorizing Authority

Date

FOR OFFICIAL USE ONLYReviewed by DPW
Comments:

Unit TO provide Barricades, signage AND
notice AS required BY Durham police
Department

Reviewed by PD
Comments:Reviewed by FD
Comments:

See attached Fire Department conditions of permit approval

Reviewed by P&R
Comments:

Approved:



Todd I. Selig, Administrator

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Josh Trowbridge PHONE (A/C, No, Ext): 800-225-1865 E-MAIL ADDRESS: jtrowbridge@fredcchurch.com FAX (A/C, No): 978-454-1865
INSURED University System of New Hampshire 5 Chenell Drive, Suite 301 Concord NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: United Educators Insurance INSURER B: Acadia Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10020 31325

COVERAGES**CERTIFICATE NUMBER:** 523568139**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		E0195B	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5267641	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		E0195B	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Educators Legal Liability		E0195B	11/1/2021	11/1/2022	Each Occurrence \$1,000,000 Aggregate \$3,000,000 Ea. Occ. / Aggregate \$30,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television (NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility, and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc. (NHFN, Inc.)

The town of Durham is included as an additional insured on the General Liability policy for all UNH sanctioned events where required by contract or agreement with the Town of Durham. All coverage is subject to policy terms and conditions and the agreement between the named insured and the additional insured(s).

CERTIFICATE HOLDER**CANCELLATION**

Town of Durham 8 Newmarket Rd. Durham NH 03824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Shannon Shaw

From: David Holmstock
Sent: Tuesday, June 28, 2022 12:24 PM
To: Shannon Shaw; David Emanuel; Kelley Fowler; Rachel Gasowski
Cc: David Holmstock
Subject: RE: Main Street - Road Closure - UDay

This is a yearly event. The police department has no issues with this request as submitted.

Dave

Deputy Chief David Holmstock
Durham Police Department
86 Dover Road
Durham, NH 03824
FBINA 224 / HSLA #2
603-868-2324
603-590-0765 (Direct)

From: Shannon Shaw <sshaw@ci.durham.nh.us>
Sent: Monday, June 27, 2022 10:49 AM
To: David Emanuel <david.emanuel@unh.edu>; David Holmstock <dholmstock@ci.durham.nh.us>; Kelley Fowler <Kelley.Fowler@unh.edu>; Rachel Gasowski <rgasowski@ci.durham.nh.us>
Subject: FW: Main Street - Road Closure - UDay

From: Catherine Lamb <Catherine.Lamb@unh.edu>
Sent: Monday, June 27, 2022 9:26 AM
To: public works common <publicworks@ci.durham.nh.us>
Subject: Main Street - Road Closure - UDay

Hello,

My name is Cat Lamb and I am coordinating University Day (UDay) this year. I have attached the permit for the road closure for Main Street between Garrison & Edgewood for the event. Please let me know if you need additional information or what other steps I would need to take to get the road closed for the event.

Thank you,
Cat Lamb

Shannon Shaw

From: Rachel Gasowski
Sent: Tuesday, June 28, 2022 12:44 PM
To: Shannon Shaw; David Emanuel; David Holmstock; Kelley Fowler
Subject: Re: Main Street - Road Closure - UDay

OK with P&R.

Rachel

Rachel Gasowski
Park & Recreation Director
Town of Durham
(603) 817-4074
durhamrec.recdesk.com
follow us on Facebook "Durham Rec"

From: Shannon Shaw <sshaw@ci.durham.nh.us>
Date: Monday, June 27, 2022 at 10:48 AM
To: David Emanuel <david.emanuel@unh.edu>, David Holmstock <dholmstock@ci.durham.nh.us>, Kelley Fowler <Kelley.Fowler@unh.edu>, Rachel Gasowski <rgasowski@ci.durham.nh.us>
Subject: FW: Main Street - Road Closure - UDay

From: Catherine Lamb <Catherine.Lamb@unh.edu>
Sent: Monday, June 27, 2022 9:26 AM
To: public works common <publicworks@ci.durham.nh.us>
Subject: Main Street - Road Closure - UDay

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Thank you,
Cat Lamb

Shannon Shaw

From: David Emanuel <David.Emanuel@unh.edu>
Sent: Wednesday, June 29, 2022 3:12 AM
To: Shannon Shaw; David Holmstock; Kelley Fowler; Rachel Gasowski
Cc: Randall Trull; Brendan O'Sullivan
Subject: Re: Main Street - Road Closure - UDay

Shannon,
The fire department is in full support of the permit application I submitted for U Day.
DE

Get [Outlook for iOS](#)

From: Shannon Shaw <sshaw@ci.durham.nh.us>
Sent: Monday, June 27, 2022 3:48:44 PM
To: David Emanuel <david.emanuel@unh.edu>; David Holmstock <dholmstock@ci.durham.nh.us>; Kelley Fowler <Kelley.Fowler@unh.edu>; Rachel Gasowski <rgasowski@ci.durham.nh.us>
Subject: FW: Main Street - Road Closure - UDay

CAUTION: This email originated from outside of the University System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Catherine Lamb <Catherine.Lamb@unh.edu>
Sent: Monday, June 27, 2022 9:26 AM
To: public works common <publicworks@ci.durham.nh.us>
Subject: Main Street - Road Closure - UDay

Hello,

My name is Cat Lamb and I am coordinating University Day (UDay) this year. I have attached the permit for the road closure for Main Street between Garrison & Edgewood for the event. Please let me know if you need additional information or what other steps I would need to take to get the road closed for the event.

Thank you,
Cat Lamb



Memorial Union and
Student Activities

Cat Lamb
Coordinator of Student
Organization Success

Pronouns: she, her(s)
Room 323F
603-862-0737



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM: # 9F

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: April Talon, Town Engineer

AGENDA ITEM: **SHALL THE TOWN COUNCIL APPROVE THE 3RD 2022 WARRANT FOR WATER AND SEWER TOTALING \$591,500.81 AND AUTHORIZE THE ADMINISTRATOR TO SIGN SAID WARRANT?**

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's approval is the 3rd 2022 Warrant for Water and Sewer totaling \$591,500.81 in accordance with RSA 38:22 II (a) which states: "*A municipality may commit bills for charges to the Tax Collector with a warrant signed by the appropriate municipal officials requiring the Tax Collector to collect them.*" The commitment list is available for viewing in the Town Clerk-Tax Collector's Office and will be available for viewing once the warrant is approved Monday evening.

At the July 12, 2021, Town Council meeting Councilors Lawson and Welsh asked that additional information be included with all water and sewer warrants. Particularly how the warrant is calculated, what the usage was, and how it compares to the budget. (See attached).

Water and/or sewer bills are issued quarterly and are based on meter readings which are taken at the beginning of each quarter (on or about January 1, April 1, July 1 and October 1). Bills are calculated on the actual cubic foot (CF) of water used for each account. The Durham Public Works Water Division obtains the necessary readings using an automatic meter reading system and software which collects meter data including account numbers and water meter readings. This information is uploaded into the Town's utility billing software to generate the warrant. Some accounts are water only as is the case for irrigation meters or for properties that have a septic system. Some accounts are sewer only if they have a residential well. The Town obtains the total number of cubic feet used and converts it to a dollar

amount using the cost per cubic foot which is determined during the budget cycle. The amount of cubic feet used can fluctuate from year to year for the same period due to changes in weather (for example when there is more rain, people use less irrigation), time of year (summer versus winter), and whether UNH is in or out of session.

The attached charts compare the actual water and sewer usage and fees for 2018-2021 and the first two quarters of 2022 compared to the budget.

LEGAL AUTHORITY:

RSA 38:22 II (a)

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The warrant details are as follows:	Water \$	295,302.21
	Sewer \$	296,198.60
	Total \$	591,500.81

with interest at twelve percent (12%) on all sums not paid thirty days (30) from the due date.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby approve the 3rd 2022 Warrant for Water and Sewer totaling \$591,500.81, commits the bills for charges to the Tax Collector for collection, and authorizes the Administrator to sign said warrant on its behalf.

STATE OF NEW HAMPSHIRE
WATER/SEWER – 3rd WARRANT 2022

STRAFFORD SS

To Lorrie Pitt, Collector of Water and Sewer Taxes for the Town of Durham in said County.

In the name of said State, you are directed to collect the water and sewer taxes in the list herewith committed to you, amounting in all to the sum of

Five Hundred Nine-One Thousand Five Hundred Dollars and Eighty-One Cents
(\$591,500.81)

Water \$	295,302.21
Sewer \$	296,198.60
Total \$	<u>591,500.81</u>

with interest at eight percent (8%) on all sums not paid thirty (30) days from the due date.

And we further order you to pay all monies collected to the Treasurer of said Town at least on a weekly basis.

As attested by the Town Clerk-Tax Collector, the list on the following pages is a correct list of the assessment of the 3rd billing of 2022 computed from the 2nd Quarter water and sewer readings of 2022.

ATTEST: _____
Lorrie Pitt, Town Clerk-Tax Collector

Given under our hands and seal at Durham this 11th day of July, 2022.

Todd I. Selig, Administrator
Per Town Council vote on 7/11/22

2022 ESTIMATED VS ACTUAL USAGE
January 1 - June 30, 2022

YEARLY COMPARISONS	ESTIMATED WATER			ACTUAL WATER			VARIANCE		
	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	CF Estimate vs. Actual	\$ Estimate vs. Actual	% Estimated to Actual
2018	14,391,134	\$ 6.05	\$ 870,664	14,383,549	\$ 6.05	\$ 870,205	(7,585)	(\$459)	100%
2019	14,420,835	\$ 7.08	\$ 1,020,995	14,035,194	\$ 7.08	\$ 993,692	(385,641)	(\$27,303)	97%
2020	14,853,460	\$ 7.35	\$ 1,091,729	13,863,777	\$ 7.35	\$ 1,018,988	(989,683)	(\$72,742)	93%
2021	14,853,460	\$ 7.74	\$ 1,149,658	14,427,696	\$ 7.74	\$ 1,116,704	(425,764)	(\$32,954)	97%
2022 - 2nd quarter	7,152,152	\$ 8.43	\$ 602,926	6,912,420	\$ 8.43	\$ 287,415	(239,732)	(\$315,511)	97%

*Estimated for 2022 - 2nd quarter is determined by dividing total 2022 estimate in half.

YEARLY COMPARISONS	ESTIMATED SEWER			ACTUAL SEWER			VARIANCE		
	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	CF Estimate vs. Actual	\$ Estimate vs. Actual	% Estimated to Actual
2018	13,898,594	\$ 8.96	\$ 1,245,314	13,316,231	\$ 8.96	\$ 1,193,134	(582,363)	(\$52,180)	96%
2019	13,444,655	\$ 8.71	\$ 1,171,029	13,208,897	\$ 8.71	\$ 1,150,495	(235,758)	(\$20,535)	98%
2020	13,713,549	\$ 8.97	\$ 1,230,105	12,843,156	\$ 8.97	\$ 1,152,031	(870,393)	(\$78,074)	94%
2021	13,713,549	\$ 8.97	\$ 1,230,105	13,653,420	\$ 8.97	\$ 1,224,712	(60,129)	(\$5,393)	100%
2022 - 2nd Quarter	6,758,351	\$ 8.98	\$ 606,900	6,591,006	\$ 8.98	\$ 295,674	(167,345)	(\$311,226)	98%

*Estimated for 2022 - 2nd quarter is determined by dividing total 2022 estimate in half.

1st QUARTER ACTUALS	2018 (total cubic feet)	2019 (total cubic feet)	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)
Water	3,593,015	3,527,540	3,241,246	3,442,141	3,409,428
Sewer	3,356,917	3,382,932	3,095,327	3,286,030	3,292,580

2nd QUARTER ACTUALS	2018 (total cubic feet)	2019 (total cubic feet)	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)
Water	3,495,620	3,355,258	3,186,882	3,689,323	3,502,992
Sewer	3,255,271	3,194,670	2,862,096	3,455,094	3,298,425

3rd QUARTER ACTUALS	2018 (total cubic feet)	2019 (total cubic feet)	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)
Water	3,645,321	3,448,551	3,817,406	3,412,971	
Sewer	3,264,997	3,159,604	3,449,128	3,205,142	

4th QUARTER ACTUALS	2018 (total cubic feet)	2019 (total cubic feet)	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)
Water	3,649,592	3,703,845	3,618,243	3,883,261	
Sewer	3,439,047	3,471,691	3,436,605	3,707,154	

YEARLY TOTALS	2018 (total cubic feet)	2019 (total cubic feet)	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)
Water	14,383,548	14,035,194	13,863,777	14,427,696	6,912,420
Sewer	13,316,231	13,208,897	12,843,156	13,653,420	6,591,005

2022 BUDGETED VS ACTUAL EXPENDITURES
January 1 - June 30, 2022

FUNDS	Budgeted Ending 6/30/22	Actual Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Water	\$623,750	\$533,356	\$90,394	85.5%	80.9%
Sewer	\$1,484,000	\$1,555,466	(\$71,466)	104.8%	91.2%

*Budgeted is determined by dividing total 2022 budget in half



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5111
Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM:

10A

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Wayne M. Burton, 106 Madbury Road

AGENDA ITEM: SHALL THE TOWN COUNCIL RE-APPOINT WAYNE M. BURTON, 106 MADBURY ROAD, TO THE STRAFFORD REGIONAL PLANNING COMMISSION SMPO POLICY COMMITTEE TO FILL HIS EARLIER UNEXPIRED VACANCY WITH A TERM ENDING APRIL 2024?

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's information is an application for board appointment submitted by Wayne M. Burton, 106 Madbury Road, requesting re-appointment as a Durham representative to the Strafford Metropolitan Planning Organization (SMPO) Policy Committee. In October 2021 Mr. Burton resigned his position on the committee as he accepted a position for Eastern Maine Community College. Since that time, no one has applied to fill his vacancy.

The MPO is comprised of the Policy Committee and the Technical Review Committee. Each of the eighteen communities is a member of the MPO through their association with Strafford Regional Planning Commission. The Policy Committee is comprised of all SRPC Commissioners and other transportation and transit providers and agencies in the State and region. Communities are entitled to appoint as many voting representatives as permitted per RSA 36:46, III, which in the case of Durham, is three representatives. Appointments are for four-year terms.

LEGAL AUTHORITY:

RSA 36:46 III - "Each municipality which shall become a member of a regional planning commission shall be entitled to 2 representatives on said commission. A municipality with a population of over 10,000 but less than 25,000 shall be entitled to have 3 representatives on said commission and a municipality with a population of over 25,000 shall be entitled to have 4 representatives on said commission."

Re: Appoint Wayne Burton to the SRPC SMPO Policy Committee

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby re-appoint Wayne M. Burton, 106 Madbury Road, to the Strafford Regional Planning Commission SMPO Policy Committee to fill his earlier unexpired term of April 30, 2024.



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 ☐

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.**

Applicant has:

☒ ATTENDED A MEETING
☐ SPOKEN WITH CHAIR/V CHAIR
☐ BEEN RECOMMENDED FOR MEMBERSHIP

Name: WAYNE M. BURTON Date: 6-21-2022

Address: 106 MADBURY RD. DURHAM

E-Mail Address: WBURTON@NORTHSHORE.EDU

Telephone: (508) 517-7188

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. STRAFFORD REGIONAL PLANNING COMMISSION
- 2.
- 3.

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 NO

(Over)

Thank you for your interest in serving the Town. Please return this application, along with a resume, if available, to: Town Administrator, 8 Newmarket Road, Durham, NH 03824, or email Jennie Berry at jberry@ci.durham.nh.us.



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5111
Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM:

10B

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY:

Michael Klein, 28 Sumac Lane
Durham Energy Committee

AGENDA ITEM:

SHALL THE TOWN COUNCIL APPOINT MICHAEL KLEIN, 28 SUMAC LANE, TO THE DURHAM ENERGY COMMITTEE?

CC PREPARED BY:

Jennie Berry, Administrative Assistant

PRESENTED BY:

Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's information and consideration is an application for board appointment submitted by Michael Klein, 28 Sumac Lane, requesting appointment to the Durham Energy Committee.

There are currently two vacancies remaining on the committee. The Durham Energy Committee does not have term expirations.

Mr. Klein has met with Durham Energy Committee Chair Jim Lawson and has attended one meeting of the committee. Attached is correspondence from Councilor Lawson endorsing Mr. Klein's appointment.

Mr. Klein has been invited to Monday evening's meeting relative to his request for appointment should he desire to attend.

LEGAL AUTHORITY:

Section 11.5 "Vacancies in Elected or Appointed Office" states that, "Unless otherwise specified in this Charter, in the event of a vacancy in an elected or appointed office, board, commission or committee of the town, the Town Council shall fill that vacancy by appointment, such appointment to continue until the next town election for elected positions or the remainder of a person's term if an appointed position."

LEGAL OPINION:

N/A

Re: Appoint Michael Klein to the Durham Energy Committee

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby appoint Michael Klein, 28 Sumac Lane, to the Durham Energy Committee with no term expiration.



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 ☐

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.**

Applicant has:

X ATTENDED A MEETING (Via DCAT On-Demand - JEL)
X SPOKEN WITH CHAIR/V CHAIR
X BEEN RECOMMENDED FOR MEMBERSHIP (JEL)

Name: Michael Klein

Date: 6/25/2022

Address: 28 Sumac Ln., Durham NH 03824

E-Mail Address: mike@prowebimages.com

Telephone: 603-401-2914

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. Energy Committee
- 2.
- 3.

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 ☐ NO

(Over)

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

I'm very interested in the energy committee. Specifically I'd like to support the group net metering and community power generation.

Please provide brief background information about yourself:

I have lived in Durham for the last 4 years, but went to UNH back in the 90's. I work full time for Liberty Mutual Insurance as a Sr. Director of Technology focused on machine learning and artificial intelligence.

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

Name: Laura Klein (wife) Telephone: 6173199139

Name: Tommy Hannigan (neighbor) Telephone: 978-460-2491

Name: Mergim Miftari Telephone: 603-534-6576



Thank you for your interest in serving the Town. Please return this application, along with a resume, if available, to: Town Administrator, 8 Newmarket Road, Durham, NH 03824, or email Jennie Berry at jberry@ci.durham.nh.us.

From: farsideofnh@gmail.com
To: [Jen Berry](#)
Subject: New Energy Committee Member
Date: Wednesday, July 06, 2022 10:00:07 AM
Attachments: [Michael Klein.pdf](#)

Jenny,

I would like to place approving Michael Klein as a new Energy Committee member on the July 11th agenda. I have attached Mike application. I spoke with Mike during Durham Day at the DEC's display, and have had a follow-up meeting with him. I am recommending that his application be approved by the Town Council.

Thanks,
Jim



TOWN OF DURHAM
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Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM:

10C

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Richard (Dick) Lord, 85 Bennett Road

AGENDA ITEM: SHALL THE TOWN COUNCIL RECOMMEND TO THE NHDES RIVERS MANAGEMENT ADVISORY COMMITTEE THE REAPPOINTMENT OF RICHARD (DICK) LORD TO THE LAMPREY RIVER ADVISORY COMMITTEE FOR A THREE-YEAR TERM?

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

On July 15, 2019, the Council approved a motion to recommend to the Commissioner of the New Hampshire Department of Environmental Services the reappointment of resident Richard (Dick) Lord to the Lamprey River Advisory Committee (LRAC). Mr. Lord's term expires on July 29, 2022. He is once again requesting reappointment to the LRAC. Mr. Lord has served continuously on the LRAC since the early 1990s and is one of its original members.

Attached for the Council's consideration is a completed Local River Management nominee form and a Town of Durham board appointment application submitted by Mr. Lord.

In 2019, the state House of Representatives passed House Bill 228 which changed the appointing body for local river management advisory committee members from the Commissioner of the Department of Environmental Services to the Department of Environmental Services Rivers Management Advisory Committee, upon the recommendation of the Town Council. The term is for three (3) years from the time the appointment is made by the Advisory Committee.

LEGAL AUTHORITY:

New Hampshire Revised Statutes Annotated (RSA) 483:8-a, New Hampshire Rivers Management and Protection Program (RMPP).

Section 11.1(G) “Administrative Committees” of the Durham Town Charter.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby recommend to the New Hampshire Department of Environmental Services Rivers Management Advisory Committee the reappointment of Richard (Dick) Lord, 85 Bennett Road, to the Lamprey River Advisory Committee for a three-year term.



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 ☐

* NOTE: TOWN RECOMMENDS TO DES
RATHER THAN MAKE APPOINTMENTS

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.**

Applicant has: ☒ MANY !!
☒ ATTENDED A MEETING ☒ frequently
☒ SPOKEN WITH CHAIR/V CHAIR
☒ BEEN RECOMMENDED FOR MEMBERSHIP

Name: RICHARD H. LORD Date: 30 June, 2022

Address: 85 Bennett Rd, Durham

E-Mail Address: RHLord@Comcast.net

Telephone: 603-654-2721

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. Lamprey Rivers Advisory Committee
2. ~
3. ~

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 ☐ NO

(Over)

WHERE RELEVANT

Please provide a brief explanation for your interest in appointment to a particular board, commission or committee: THE BOARD OF THE LAND REFORM COMMISSION

commission or committee: I'VE SERVED ON THE LAMPREY COMMITTEE
FOR OVER 30 YEARS AND HAVE HAD A MAJOR ROLE IN A
NUMBER OF SIGNIFICANT PROJECTS. WOULD LIKE TO CONTINUE

Please provide brief background information about yourself:

Durham resident living on banks of Hampney for 62 years.
Involved in conservation efforts for most of my adult life.

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

Name: Joe Foley Telephone: 603 679-5797 LROC
CHAIR

Name: Diane Carroll Telephone: 603-868-2935

Name: Nancy SANDBERG Telephone: 603 868-2350

[illegible]

Thank you for your interest in serving the Town. Please return this application, along with a resume, if available, to: Town Administrator, 8 Newmarket Road, Durham, NH 03824, or email Jennie Berry at jberry@ci.durham.nh.us.



LOCAL RIVER MANAGEMENT ADVISORY COMMITTEE NOMINEE FORM



New Hampshire Rivers Management and Protection Program

RSA 483:8-a

Please complete both sides of this form and email to riversprogram@des.nh.gov. Please type "NOMINEE FORM" and nominee's name in the subject line. Forms can also be sent by mail to: Rivers Coordinator, NHDES, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. For questions please contact the Rivers Coordinator at 271-2959.

Nominee Information

Nominee Name: <u>RICHARD H. LORD</u>		Date: <u>06/30/2022</u>
Street Address: <u>85 BENNETT RD.</u>		
Town: <u>DURHAM, NH</u>		Zip Code: <u>03824</u>
Phone (home): <u>603-659-2721</u>	Phone (cell): <u>SAME</u>	Phone (work): <u>NONE (RETIRED)</u>
Email: <u>RHLORD@COMCAST.NET</u>		

Nomination Information

Type of Appointment -	<input type="checkbox"/> New Appointment	<input checked="" type="checkbox"/> Reappointment
River Name: <u>LAMPREY WATERSHED</u>		
Type of Representation -	<u>Municipality</u>	Other:
Please state your interest(s) in serving on the Local River Management Advisory Committee:		
<input type="checkbox"/> Local Government	<input checked="" type="checkbox"/> Conservation	<input type="checkbox"/> Agriculture
<input type="checkbox"/> Business	<input checked="" type="checkbox"/> Recreation	<input checked="" type="checkbox"/> Riparian Landowners
<input checked="" type="checkbox"/> Other, please specify: <u>EDUCATION</u>		

Board of Selectmen or Authorized Signature(s) – REQUIRED (e-signature acceptable)

Name:	Title:
Name:	Title:
Name:	Title:
<p>Note: By statute, the Commissioner of NHDES appoints the Local River Management Advisory Committee (LAC) members for each Designated River from nominees submitted by the local governing bodies through which the Designated River flows (RSA 483:8-a)</p>	

(603) 271-2959 riversprogram@des.nh.gov

PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

Additional Information

Please include a short description of your relevant background knowledge of local river-related issues or general river management and protection:

I'VE BEEN SERVING ON THE COMMITTEE SINCE ITS INCEPTION,
I'VE LIVED ON THE SHORE OF THE LAUREL FOR MORE THAN 60 YEARS.
OVER THE YEARS, I'VE HELPED THE COMMITTEE CONSERVE MORE
THAN 3,000 ACRES OF RIPARIAN LAND, HAVE COORDINATED DEVELOPMENT
OF KIOSKS AT A NUMBER OF SITES, AND PARTICIPATED IN MANY
OUTREACH PROGRAMS FOR PUBLIC EDUCATION.

Most Local Advisory Committees engage in a variety of activities. Reviewing those activities listed below, please check those that are of most interest to you:

- | | | |
|--|--|---|
| <input type="checkbox"/> Grant Writing | <input checked="" type="checkbox"/> Public Education | <input checked="" type="checkbox"/> Committee Administration |
| <input checked="" type="checkbox"/> Event Organization | <input type="checkbox"/> Public Relations | <input type="checkbox"/> Management Plan Preparation/Implementation |
| <input type="checkbox"/> Other, please specify: _____ | | |

Most Local Advisory Committees meet monthly. In some cases they may meet more frequently to complete specific tasks, while in other cases your attendance may not be required at all meetings. Please check one of the boxes below to indicate your availability to attend regularly scheduled meetings:

- ☒ I can attend monthly meetings on most weeknights
- ☐ I can attend monthly meetings only if scheduled on a specific weeknight
- ☐ I can only attend a limited number of monthly meetings
- ☐ I cannot attend monthly meetings, but am willing to complete tasks on behalf of the Committee

For NHDES Office Use Only

LAC Chair and Nominee have been contacted regarding nomination on (date): _____

LAC Member List and Contacts Database updated (date): _____

RMPP Staff recommends appointment to Commissioner -

☐ Approve RMPP staff: _____ Date: _____

Appointment letter and information packet sent on (date): _____

Appointment confirmation sent to municipality and LAC Chair on (date): _____



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

11A

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Gail Jablonski, Business Manager

AGENDA ITEM: QUARTERLY FINANCIAL REPORT THROUGH JUNE 30, 2022

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 2022 through June 30, 2022. 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 attached report the last column indicates the Percent Collected/Expended as of 06/30/21 for year-to-year comparison purposes.

LEGAL AUTHORITY:

Durham Town Charter Section 5.6

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The Town's expenditures as of June 30, 2022 show a total expenditure of \$9,037,020 or 51.1% of the total approved budget amount of \$17,697,365. To compare, the amount expended as of June 30, 2021 was also 51.1%.

There are no abnormalities to report at this time.

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action is required. This report is presented as information to keep the Council informed on the Town's financial position.

**2022 Budget/Estimated General Fund
January 1 - June 30, 2022**

PROPERTY TAXES/ABATEMENTS/CREDITS	Estimated Revenue 2022	Revenues Ending 06/30/22	Revenues Under (Over) 2022	Percent Collected 06/30/22	Percent Collected 06/30/21
Property Taxes	\$10,108,550	\$4,140,322	\$5,968,228	41.0%	43.3%
Payment in Lieu of Taxes	\$965,000	\$0	\$965,000	0.0%	0.0%
Abatements	(\$900,000)	(\$507,375)	(\$392,625)	56.4%	98.8%
Veteran Service Credits	(\$125,000)	\$0	(\$125,000)	0.0%	0.0%

REVENUES	Estimated Revenue 2022	Revenues Ending 06/30/22	Revenues Under (Over) 2022	Percent Collected 06/30/22	Percent Collected 06/30/21
Interest and Penalties on Delinquent Taxes	\$35,000	\$28,502	\$6,498	81.4%	43.8%
Permit Fees	\$1,461,000	\$773,101	\$687,899	52.9%	51.5%
State/Federal Revenues	\$1,397,600	\$121,385	\$1,276,215	8.7%	12.8%
Intergovernmental Revenues (ORCSD-SRO)	\$83,950	\$43,875	\$40,075	52.3%	50.0%
UNH - Shared Services, School, Fire & Debt Service	\$2,526,750	\$1,397,323	\$1,129,427	55.3%	55.5%
Departmental Income	\$240,400	\$178,297	\$62,103	74.2%	82.7%
Fire and Police Special Details	\$295,000	\$58,534	\$236,466	19.8%	19.9%
Miscellaneous Revenue	\$728,300	\$544,116	\$184,184	74.7%	77.7%
Fund Balance	\$880,815	\$0	\$880,815	0.0%	0.0%
Total General Fund Revenues	\$7,648,815	\$3,145,133	\$4,503,682	41.1%	43.8%

EXPENDITURES	Council Budget 2022	Expended Through 06/30/22	Expenditures Under (Over) 2022	Percent Expended 06/30/22	Percent Expended 06/30/21
GENERAL GOVERNMENT					
Town Council	\$164,500	\$23,913	\$140,587	14.5%	14.0%
Town Treasurer	\$6,000	\$2,799	\$3,201	46.7%	47.0%
Town Administrator	\$450,600	\$195,053	\$255,547	43.3%	46.8%
Elections	\$17,550	\$4,473	\$13,077	25.5%	76.7%
Tax Collector/Town Clerk	\$298,450	\$132,487	\$165,963	44.4%	47.3%
Accounting	\$379,000	\$176,028	\$202,972	46.4%	46.2%
Assessing	\$218,600	\$103,887	\$114,713	47.5%	40.4%
Legal - Attorney Fees	\$180,815	\$140,084	\$40,731	77.5%	51.5%
Legal - Eversource Settlement (Great Bay Study)	\$175,000	\$175,000	\$0	100.0%	100.0%
Planning	\$189,000	\$88,824	\$100,176	47.0%	47.3%
Economic Development	\$0	\$0	\$0	0.0%	45.6%
Boards/Commissions/Committees	\$71,400	\$34,856	\$36,544	48.8%	98.7%
DCAT	\$129,250	\$53,576	\$75,674	41.5%	55.7%
GIS	\$112,950	\$50,088	\$62,862	44.3%	0.10%
MIS	\$408,800	\$162,071	\$246,729	39.6%	63.3%
Building Inspection	\$250,100	\$97,507	\$152,593	39.0%	38.6%
Emergency Management	\$1,000	\$140	\$860	14.0%	160.3%
Other General Government	\$251,300	\$102,495	\$148,805	40.8%	51.0%
General Government Total	\$3,304,315	\$1,543,281	\$1,761,034	46.7%	49.5%
PUBLIC SAFETY					
Police Department	\$3,178,950	\$1,389,978	\$1,788,972	43.7%	44.5%
Police Department Special Details	\$169,300	\$28,822	\$140,478	17.0%	18.4%
Fire Department	\$4,492,650	\$2,067,645	\$2,425,005	46.0%	44.2%
Fire Department Special Details	\$43,300	\$14,893	\$28,407	34.4%	122.3%
Communication Center	\$20,700	\$18,700	\$2,000	90.3%	94.9%
Ambulance Services	\$40,000	\$19,520	\$20,480	48.8%	49.9%
Public Safety Total	\$7,944,900	\$3,539,558	\$4,405,342	44.6%	44.2%

EXPENDITURES	Council Budget 2022	Expended Through 06/30/22	Expenditures Under (Over) 2022	Percent Expended 06/30/22	Percent Expended 06/30/21
PUBLIC WORKS					
Administration	\$412,450	\$166,198	\$246,252	40.3%	43.5%
Engineer	\$152,700	\$49,259	\$103,441	32.3%	33.7%
Stormwater Permitting	\$3,500	\$1,300	\$2,200	37.1%	0.0%
Town Buildings	\$282,750	\$169,279	\$113,471	59.9%	42.3%
Town Cemeteries & Trusted Graveyards	\$15,650	\$1,565	\$14,085	10.0%	11.6%
Wagon Hill & Parks & Grounds Maintenance	\$174,500	\$73,523	\$100,977	42.1%	29.6%
Equipment Maintenance	\$244,600	\$128,652	\$115,948	52.6%	34.1%
Roadway Maintenance	\$165,600	\$103,012	\$62,588	62.2%	35.9%
Drainage & Vegetation	\$133,500	\$53,031	\$80,469	39.7%	30.9%
Snow Removal	\$321,800	\$164,507	\$157,293	51.1%	51.6%
Traffic Control	\$137,900	\$60,301	\$77,599	43.7%	32.9%
Bridges & Dams	\$227,450	\$72,154	\$155,296	31.7%	36.3%
Public Works Use of Donations	\$0	\$0	\$0	0.0%	94.5%
Public Works Total	\$2,272,400	\$1,042,781	\$1,229,619	45.9%	39.0%
SANITATION					
Solid Waste Administration	\$173,500	\$83,283	\$90,217	48.0%	64.7%
Rolloff Vehicle Operation	\$60,500	\$26,535	\$33,965	43.9%	28.7%
Curbside Collection	\$211,400	\$89,353	\$122,047	42.3%	47.1%
Litter Removal	\$31,800	\$11,224	\$20,576	35.3%	49.3%
Recycling	\$161,300	\$71,181	\$90,119	44.1%	36.6%
Solid Waste Management Facility (SWMF)	\$125,900	\$53,881	\$72,019	42.8%	51.9%
Sanitation Total	\$764,400	\$335,457	\$428,943	43.9%	47.5%
HEALTH & WELFARE					
Health Inspector	\$400	\$0	\$400	0.0%	0.0%
Social Service Agencies	\$12,200	\$12,200	\$0	100.0%	98.0%
Direct Assistance (Welfare)	\$30,000	\$19,355	\$10,645	64.5%	73.4%
Health & Welfare Total	\$42,600	\$31,555	\$11,045	74.1%	81.7%
CULTURE & RECREATION					
Parks & Recreation Department	\$336,500	\$137,572	\$198,928	40.9%	41.3%
UNH Outdoor Pool and ORYA	\$0	\$0	\$0	0.0%	0.0%
Parks & Recreation Committee	\$1,500	\$78	\$1,422	5.2%	0.0%
Memorial Day	\$500	\$505	(\$5)	101.0%	25.0%
Conservation	\$58,450	\$12,245	\$46,205	20.9%	61.8%
Culture & Recreation Total	\$396,950	\$150,400	\$246,550	37.9%	43.6%
DEBT SERVICE					
Principal	\$1,327,800	\$828,648	\$499,152	62.4%	64.4%
Interest	\$343,600	\$309,940	\$33,660	90.2%	88.9%
Debt Service Charges	\$5,000	\$5,000	\$0	100.0%	0.0%
Debt Service Total	\$1,676,400	\$1,143,588	\$532,812	68.2%	69.1%
TRANSFERS					
Transfer to Library	\$542,900	\$542,900	\$0	100.0%	100.0%
Transfer to Capital Project Fund	\$707,500	\$707,500	\$0	100.0%	100.0%
Transfer to Fire Capital Reserve Fund	\$45,000	\$0	\$45,000	0.0%	0.0%
Debt Service Total	\$1,295,400	\$1,250,400	\$45,000	96.5%	98.3%
TOTAL GENERAL FUND EXPENDITURES	\$17,697,365	\$9,037,020	\$8,660,345	51.1%	51.1%

2022 Budget/Estimated Other Funds Summary
January 1 - June 30, 2022

Water Fund	Estimated 2022	Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Revenues	\$1,247,500	\$620,623	\$626,877	49.7%	47.5%
Expenses	\$1,247,500	\$533,556	\$713,944	42.8%	61.4%
Sewer Fund	Estimated 2022	Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Revenues	\$2,968,000	\$1,906,721	\$1,061,279	64.2%	53.1%
Expenses	\$2,968,000	\$1,555,464	\$1,412,536	52.4%	53.2%
Parking Fund	Estimated 2022	Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Revenues	\$362,000	\$241,595	\$120,405	66.7%	42.3%
Expenses	\$362,000	\$138,958	\$223,042	38.4%	34.7%
Depot Road Fund	Estimated 2022	Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Revenues	\$130,000	\$23,786	\$106,214	18.3%	16.6%
Expenses	\$130,000	\$3,674	\$126,326	2.8%	2.5%
Churchill Rink Fund	Estimated 2022	Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Revenues	\$325,400	\$175,698	\$149,702	54.0%	44.8%
Expenses	\$325,400	\$120,552	\$204,848	37.0%	33.3%
Library Fund	Estimated 2022	Ending 06/30/22	Under (Over) 2022	Percent as of 06/30/22	Percent as of 06/30/21
Revenues	\$568,650	\$547,096	\$21,554	96.2%	97.3%
Expenses	\$567,900	\$272,952	\$294,948	48.1%	49.8%



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5555
Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM: # 11B

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: RECEIVE ANNUAL REPORT FROM THE PLANNING BOARD,
PAUL RASMUSSEN, CHAIR

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Paul Rasmussen, Chair, Planning Board

AGENDA DESCRIPTION:

Section 11.1 (I) of the Durham Town Charter used to require that the Town Council meet annually with all Chairpersons of standing Town committees to review significant actions taken by the committees, projects currently under discussion, and anticipated activities for the coming year. At the March 10, 2020 Town Election, Charter amendment (Article 16 on the ballot) was adopted which amended the language within this section to now read:

- I. *On an annual basis, Chairs of the Town of Durham committees will be provided the opportunity to present to the Town Council any significant actions or projects taken by their respective committee. This report can be in the form of a written summary or a formal presentation. No action is required if there is nothing of significance to report, although the Town Council can ask for a presentation if there is interest.*

Since no regular annual updates from various town boards, commissions, and committees have occurred since the adoption of the Charter amendment in 2020, Administrator Selig felt it would be appropriate and beneficial for the Council to receive reports from the various boards and committees periodically to keep Councilors informed and up-to-date.

Paul Rasmussen has been invited to attend Monday night's Town Council meeting to provide a brief update to Council members regarding the Planning Board's current activities.

LEGAL AUTHORITY:

Section 11.1 (I) of the Durham Town Charter.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action required. Receive presentation from Planning Board Chair. Paul Rasmussen will hold question and answer session if desired.

Planning Board report to the Durham Town Council
July 11, 2022

The Planning Board has been very busy with applications during the past year. We have had very little opportunity to perform the long-awaited code reviews even with adding several extra meetings during the calendar to bring projects to completion. This represents a failure for the Board since two of last year's three goals pertain to review and update of our codes.

Exacerbating the above is the fact that two of our completed decisions have been challenged in court with one being remanded back to us and the other still undecided. Another was challenged to the Zoning Board of Appeals with the result of a reversal of the Planning Board's decision of one of our definitions. This concerns me as an engineering major because this definition has a specific meaning in the construction industry and the ZBA's decision signals that our definition is in direct conflict with the industry standard.

It isn't just the one definition that is a problem, there are several areas of the code that is written in such a manner that it is subjective or can be interpreted in multiple manners. The Zoning Ordinance shouldn't be subjective and that is why we need to find time to fix it.

There are four efforts currently in the pipeline to amend the code. While none of them deal with the definition issue above, they all deal with significant issues that concern Durham in some way.

1. Solar Energy. This Council-initiated amendment will provide clarity to our current sparse code. In light of the Council's goals and lobby displays, as well as the many signs around town asking for action now, I believe the provided amendment is a little weak. Any approved amendment should push our limits and make people uncomfortable. I hope that the Planning Board's recommendation will be able to reflect that position.
2. Housing Committee recommendations. The Housing Committee is working on an amendment to help balance the diverse needs of people wishing to make or keep Durham their home. My understanding is that this will be coming to the Planning Board after the summer.
3. Workshop results. Our spring workshop reviewed some past major projects that have completed construction to determine if our vision matched with the final product and whether the results warranted any changes to our code or process. Several changes were identified and the Mr. Behrendt (Town Planner) is in the process of incorporating those into a stand-alone amendment that the Planning Board will submit through the normal process.
4. Subdivision Amendment. Mr. Behrendt is also in the process of a rewrite of our subdivision ordinance. He believes, with justification, that navigating through it is cumbersome and challenging for both applicants and the Planning Board.

Respectfully submitted,
Paul N Rasmussen
Planning Board Chairperson



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824

Tel: 603-868-5

Fax: 603-868-1858

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12A

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Public Works Department

AGENDA ITEM: PUBLIC HEARING AND ACTION ON RESOLUTION #2022-12
AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF AN
AMERICAN RESCUE PLAN ACT (ARPA) GRANT IN THE AMOUNT
OF UP TO \$100,000 FROM THE NEW HAMPSHIRE DEPARTMENT
OF ENVIRONMENTAL SERVICES FOR THE WEST END SEWER
PLANNING PROJECT AND AUTHORIZING THE ADMINISTRATOR TO
SIGN AND SUBMIT GRANT DOCUMENTS ON BEHALF OF THE TOWN
OF DURHAM?

CC PREPARED BY: April Talon, Town Engineer
Richard Reine, Director of Public Works

PRESENTED BY: April Talon, Town Engineer
Richard Reine, Director of Public Works

AGENDA DESCRIPTION:

The purpose of this Council Communication is to request that the Council approve a resolution authorizing the acceptance and expenditure of an American Rescue Plan Act (ARPA) Grant in the amount of up to \$100,000 from the New Hampshire Department of Environmental Services for the West End Sewer Planning Project and authorize the Town Administrator to sign and submit grant paperwork on behalf of the Town of Durham.

Current wastewater flows from the west end of Durham come from Technology Drive including the Cottages and previous Goss facility, Mast Road including The Lodges, and Main St. including the US Forestry Building and various UNH facilities. These flows are collected at the Old Concord Road Pump Station which was rehabbed in 2013. Additional wastewater flow is collected along Main St. including the Wildcat Stadium and Field House and flows to the southern College Brook Interceptor via the small railroad underpass between Colovos Road and Library Way. This section of sewer which is located directly under the narrow railroad overpass is an undersized 8" diameter main and while it does not currently experience surcharging, it is a bottleneck and has no additional capacity for future flows.

Durham Public Works submitted a pre-application to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation for Clean Water State Revolving Loan Funding (CWSRF) in June 2021.

In December 2021, DPW was notified that the Town was offered an American Rescue Plan Act (ARPA) grant for this planning study in the amount of \$100,000.

This study will also be used to update and expand on previous work that was completed in 2010/2011 by Wright Pierce Engineers. It is expected that future west end development would require a new “northern force main” which conceptually would be constructed from the Old Concord Road Pump Station to the Main St. roundabout and continue up along North Drive to the northern side of A Lot and be directionally drilled under the railroad to Strafford Ave and Edgewood Road where it would be connected to the gravity Pettee Brook Interceptor. Upgrades may also be required for sections of the Pettee Brook Interceptor to handle the additional flows.

Results from this planning study will be used for future wastewater capital projects and placed in the Town’s Capital Improvements Plans (CIP). They may also be used in conjunction with and to validate any required wastewater capacity studies completed by potential west end property developers.

A Request for Qualifications (RFQ) will be released in June 2022 to select a qualified consultant engineer to complete this work.

On Monday, June 6, 2022, the Town Council reviewed and discussed the attached proposed resolution and scheduled a Public Hearing on the resolution for Monday, June 20, 2022. However, due to an interruption with the Town’s email, the notice was not delivered to Foster’s in the timeframe required by State Statute. A Public Hearing notice was published in the *Foster’s/Seacoast Online* on Thursday June 23, 2022 for the Council’s July 11, 2022 meeting. The notice was posted on the outside bulletin board at the Town Hall, as well as at the Durham Public Library and the Department of Public Works.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

\$100,000 in American Rescue Plan Act (ARPA) Grant monies to be received from the New Hampshire Department of Environmental Services (NHDES).

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION #1:

The Durham Town Council does hereby open the Public Hearing on Resolution #2022-12 authorizing the acceptance and expenditure of an American Rescue Plan Act (ARPA) Grant in the amount of up to \$100,000 From the New Hampshire Department of Environmental Services for the West End Sewer Planning Project and authorizing the Administrator to sign and submit grant documents on behalf of the Town of Durham.

MOTION #2:

The Durham Town Council does hereby close the Public Hearing on Resolution #2022-12 authorizing the acceptance and expenditure of an American Rescue Plan Act (ARPA) Grant in the amount of up to \$100,000 From the New Hampshire Department of Environmental Services for the West End Sewer Planning Project and authorizing the Administrator to sign and submit grant documents on behalf of the Town of Durham.

MOTION #3:

The Durham Town Council does hereby APPROVE Resolution #2022-12 authorizing the acceptance and expenditure of an American Rescue Plan Act (ARPA) Grant in the amount of up to \$100,000 From the New Hampshire Department of Environmental Services for the West End Sewer Planning Project and authorizing the Administrator to sign and submit grant documents on behalf of the Town of Durham.

RESOLUTION #2022-12 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF AN AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) GRANT IN AN AMOUNT UP TO \$100,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE WEST END SEWER PLANNING PROJECT AND AUTHORIZING THE ADMINISTRATOR TO SIGN AND SUBMIT GRANT DOCUMENTS ON BEHALF OF THE TOWN OF DURHAM

WHEREAS, the Town of Durham submitted a pre-application to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation in June 2021; and

WHEREAS, in December 2021, the Town was notified that the Town was offered an American Rescue Plan Act (ARPA) grant for this planning study in the amount of up to \$100,000; and

WHEREAS, the Town of Durham, after thorough consideration, decided that the completion of the West End Sewer Planning Study is of critical important to the future planning of capital improvements for the wastewater collection system; and

WHEREAS, New Hampshire Revised Statutes Annotated (RSA) 31:95-b permits municipalities to authorize acceptance and expenditure of funds from the state, federal or other governmental unit, or a private source, which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority; and

WHEREAS, Resolution #99-19 adopting the provisions of RSA 31:95-b authorizing the Town Council to apply for, accept, and expend unanticipated funds from a Federal, state, or other governmental unit or a private source which becomes available during the Fiscal Year; and

WHEREAS, Council approval is required for the acceptance and expenditure of these funds; and

WHEREAS, RSA 31:95-b III(a) requires that a Public Hearing be held on unanticipated funds in excess of \$10,000; and

WHEREAS, on Monday, July 11, 2022, a duly posted and published Public Hearing was held by the Durham Town Council on the \$100,000 ARPA monies in accordance with RSA 31:95-b;

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby approve **Resolution #2022-12** authorizing the acceptance and expenditure of Local Fiscal Recovery Funds from the State of New Hampshire under the American Rescue Plan Act of 2021 in an amount up to \$100,000 and authorizes the Administrator to sign and submit grant documents on behalf of the Town of Durham.

PASSED AND ADOPTED this ____ day of July, 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:

12B

DATE: July 11, 2022

COUNCIL COMMUNICATION

INITIATED BY: Public Works Department

AGENDA ITEM: PUBLIC HEARING AND ACTION ON RESOLUTION #2022-13
AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A
CRITICAL RISK INFRASTRUCTURE GRANT (CFRING) FROM THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
FUNDED BY THE AMERICAN RESCUE PLAN ACT OF 2021 IN THE
AMOUNT OF UP TO \$284,226 AND AUTHORIZE THE
ADMINISTRATOR TO SIGN AND SUBMIT GRANT DOCUMENTS ON
BEHALF OF THE TOWN OF DURHAM?

CC PREPARED BY: April Talon, Town Engineer
Richard Reine, Director of Public Works

PRESENTED BY: April Talon, Town Engineer
Richard Reine, Director of Public Works

AGENDA DESCRIPTION:

The purpose of this Council Communication is to request that the Council approve a Resolution authorizing the acceptance and expenditure of a Critical Risk Infrastructure Grant (CFRING) From the New Hampshire Department of Environmental Services funded by the American Rescue Plan Act of 2021 in the amount of up to \$284,226 and authorize the Administrator to sign and submit grant paperwork on behalf of the Town of Durham.

The Critical Flood Risk Infrastructure Grant Program, administered through the NHDES Watershed Management Bureau, intends to support flood resilience and stormwater management planning and assessment work, as well as implementation projects in New Hampshire's coastal watershed. This grant program will utilize ARPA funds to award approximately \$4.5 million in grants (no match required) in 2022.

Eligible applicants include New Hampshire municipalities, quasi-governmental organizations (e.g., regional planning commissions, county conservations districts,

etc.), non-governmental organizations, and academic institutions. Projects must take place within one or more of the 42 New Hampshire communities located within New Hampshire's coastal watershed.

Durham Public Works submitted a grant application titled, "Restoration of the Oyster River through Removal of the Mill Pond Dam," to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation for CFRING on April 15, 2022.

The Town received many letters of support that were included in the application including letters from NHDES Dam Bureau and The Nature Conservancy.

On May 19, 2022, DPW was notified that the Town was selected for partial funding in the amount of up to \$284,226 from the CFRING program towards the removal of the Mill Pond Dam project. This grant program does not require a match commitment.

On Monday, June 6, 2022, the Town Council reviewed and discussed the attached proposed resolution and scheduled a Public Hearing on the resolution for Monday, June 20, 2022. However, due to an interruption with the Town's email, the notice was not delivered to Foster's in the timeframe required by State Statute. A Public Hearing notice was published in the *Foster's/Seacoast Online* on Thursday June 23, 2022 for the Council's July 11, 2022 meeting. The notice was posted on the outside bulletin board at the Town Hall, as well as at the Durham Public Library and the Department of Public Works.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Up to \$284,226 in American Rescue Plan Act (ARPA) Grant monies to be received from the New Hampshire Department of Environmental Services (NHDES).

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION #1:

The Durham Town Council does hereby open the Public Hearing on Resolution #2022-13 authorizing the acceptance and expenditure of a Critical Risk Infrastructure Grant (CFRING) From the New Hampshire Department of Environmental Services funded by the American Rescue Plan Act of 2021 in the

amount of up to \$284,226 and authorize the Administrator to sign and submit grant documents on behalf of the Town of Durham.

MOTION #2:

The Durham Town Council does hereby close the Public Hearing on Resolution #2022-13 authorizing the acceptance and expenditure of a Critical Risk Infrastructure Grant (CFRING) From the New Hampshire Department of Environmental Services funded by the American Rescue Plan Act of 2021 in the amount of up to \$284,226 and authorize the Administrator to sign and submit grant documents on behalf of the Town of Durham.

MOTION #3:

The Durham Town Council does hereby APPROVE Resolution #2022-13 authorizing the acceptance and expenditure of a Critical Risk Infrastructure Grant (CFRING) From the New Hampshire Department of Environmental Services funded by the American Rescue Plan Act of 2021 in the amount of up to \$284,226 and authorize the Administrator to sign and submit grant documents on behalf of the Town of Durham.

RESOLUTION #2022-13 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A CRITICAL RISK INFRASTRUCTURE GRANT (CFRING) FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FUNDED BY THE AMERICAN RESCUE PLAN ACT OF 2021 IN THE AMOUNT OF UP TO \$284,226 AND AUTHORIZE THE ADMINISTRATOR TO SIGN AND SUBMIT GRANT PAPERWORK ON BEHALF OF THE TOWN OF DURHAM?

WHEREAS, the Town of Durham submitted a grant application titled, "Restoration of the Oyster River through Removal of the Mill Pond Dam," to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation for CFRING on April 15, 2022; and

WHEREAS, in May 2022, the Town was notified that it was selected for partial funding in the amount of up to \$284,226 from the CFRING program towards the removal of the Mill Pond Dam project; and

WHEREAS, New Hampshire Revised Statutes Annotated (RSA) 31:95-b permits municipalities to authorize acceptance and expenditure of funds from the state, federal or other governmental unit, or a private source, which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority; and

WHEREAS, Resolution #99-19 adopting the provisions of RSA 31:95-b authorizing the Town Council to apply for, accept, and expend unanticipated funds from a Federal, state, or other governmental unit or a private source which becomes available during the Fiscal Year; and

WHEREAS, Council approval is required for the acceptance and expenditure of these funds; and

WHEREAS, RSA 31:95-b III(a) requires that a Public Hearing be held on unanticipated funds in excess of \$10,000; and

WHEREAS, on Monday, July 11, 2022, a duly posted and published Public Hearing was held by the Durham Town Council on the \$284,226 ARPA monies in accordance with RSA 31:95-b;

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby approve **Resolution #2022-13** authorizing the acceptance and expenditure of a Critical Risk Infrastructure Grant (CFRING) From the New Hampshire Department of Environmental Services funded by the American Rescue Plan Act of 2021 in the amount of up to \$284,226 and authorize the Administrator to sign and submit grant paperwork on behalf of the Town of Durham?

PASSED AND ADOPTED this 20th day of July, 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