



## TOWN OF DURHAM

8 Newmarket Road

Durham, NH 03824

Tel: 603-868-5571

Fax: 603-868-1858

[www.ci.durham.nh.us](http://www.ci.durham.nh.us)

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, SEPTEMBER 12, 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 – June 6, June 20, and August 15, 2022
- 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.   **RESOLUTION #2022-15** authorizing the acceptance and expenditure of \$1,500.00 in unanticipated revenue from the Toxics Action Center, Inc. (d.b.a. Community Action Works, CAW) to support the Durham Integrated Waste Management Committee with its mission to improve local sustainability and waste management efforts and authorize the Administrator to sign the grant agreement

- B. **RESOLUTION #2022-16** condemning hate speech and discriminatory actions of all kinds and reaffirming the Durham community's commitment to safeguarding people's rights to life, liberty, the pursuit of happiness, and condemning those who would choose to divide its citizens
  - C. Discussion and possible action to authorize the Administrator, on behalf of the Town of Durham, to sign and submit to the NH Department of Justice a Settlement Participation Form relative to the State's negotiated settlement of all the State's claims against Janssen Pharmaceuticals/Johnson & Johnson relative to prescription opiate litigation
- X. Committee Appointments - None**
- XI. Presentation Item**
- A. Receive activities report on the Parks & Recreation Committee – Cathy Leach, Chair
  - B. Update on proposed changes to the sprinkler section within the Fire Prevention chapter (Chapter 68) of the Durham Town Code – Brendan O'Sullivan, Fire Marshall and Audrey Cline, Zoning & Code Enforcement Officer
- XII. Unfinished Business - None**
- XIII. New Business**
- A. Shall the Town Council approve the establishment of a Town Council Task Force to review and amend articles within Chapter 175 "Zoning" of the Durham Town Code to support the process of their updating?
  - B. Other Business  
Discussion about possible cancellation of the September 19, 2022, Town Council meeting
- XIV. Nonpublic Session (if required)**
- XV. Extended Councilor and Town Administrator Roundtable (if required)**
- XVI. Adjourn (NLT 10:30 PM)**

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



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AGENDA ITEM: **# 7**

DATE: **September 12, 2022**

## COUNCIL COMMUNICATION

**INITIATED BY:** Durham Town Council

**AGENDA ITEM:** APPROVE THE TOWN COUNCIL MEETING MINUTES FOR JUNE 6, JUNE 20, AND AUGUST 15, 2022

**CC PREPARED BY:** Jennie Berry, Administrative Assistant

**PRESENTED BY:** Todd I. Selig, Administrator

**AGENDA DESCRIPTION:**

Attached for the Council's review and approval are the minutes for the Town Council meetings held on Monday, June 6, June 20, and August 15, 2022. Please call or email Jennie Berry with any grammatical/spelling changes prior to the meeting. Discussion at Monday evening's meeting should be limited only to substantive changes.

**LEGAL AUTHORITY:**

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

**LEGAL OPINION:**

N/A

**FINANCIAL DETAILS:**

N/A

**SUGGESTED ACTION OR RECOMMENDATIONS:**

**MOTION 1:**

*The Durham Town Council does hereby approve the Town Council meeting minutes for Monday, June 6, 2022 (as presented/as amended).*

**MOTION 2:**

*The Durham Town Council does hereby approve the Town Council meeting minutes for Monday, June 20, 2022 (as presented/as amended).*

**MOTION 3:**

*The Durham Town Council does hereby approve the Town Council meeting minutes for Monday, August 15, 2022 (as presented/as amended).*



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AGENDA ITEM:

# **9A**

DATE: September 12, 2022

## COUNCIL COMMUNICATION

**INITIATED BY:**

Susan Richman, Integrated Waste Management Advisory Committee

**AGENDA ITEM:**

**RESOLUTION #2022-15 AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF \$1,500.00 IN UNANTICIPATED REVENUE FROM THE TOXICS ACTION CENTER, INC. (DBA COMMUNITY ACTION WORKS, CAW) TO SUPPORT THE DURHAM INTEGRATED WASTE MANAGEMENT COMMITTEE'S MISSION TO IMPROVE LOCAL SUSTAINABILITY AND WASTE MANAGEMENT EFFORTS AND AUTHORIZING THE ADMINISTRATOR TO SIGN THE GRANT AGREEMENT**

**CC PREPARED BY:**

Susan Richman, IWMAC  
Jennie Berry, Administrative Assistant

**PRESENTED BY:**

Todd I. Selig, Administrator

**AGENDA DESCRIPTION:**

Currently, the Town of Durham diverts approximately 35% of its solid waste through recycling and composting and encouraging reuse. In the fall of 2021, the Integrated Waste Management Advisory Committee (IWMAC) set the goal of increasing the Town's diversion rate to 45%, through educating residents about how to properly recycle, how to avoid "contamination" in the recycle and compost bins, and the financial and health benefits we will share as less solid waste is sent to the landfill.

Northeast Resource Recovery Center released "Recycle Right" materials in spring 2022, which aligned with the Town's goals. Durham's "Recycle Right" campaign will make explicit the climate advantages of decreased methane emissions, and the potential lowering of property taxes as solid waste disposal costs are reduced and payment for recycled goods are maximized. As we urge residents to "Recycle Right", we will also stress that less solid waste from Durham will increase the functional lifespan of the Turnkey Landfill in Rochester, NH.

IWMAC Chair Nell Neal aided IWMAC member Susan Richman in the creation of a grant application for materials to educate and publicize the "Recycle Right"



campaign, which was seen as one component of a larger "Sustainable Durham" effort. The wording of that grant application was approved by the IWMAC members but the application itself was denied in June 2022 by the foundation to which it was sent. The same application was sent to Community Action Works in July 2022 and email notification of its approval was received on July 24, 2022.

The grant is for a total of \$1,500 and would be spent on publicity materials (brochures and bumper stickers) informing and urging residents to make the Transfer Station easier to navigate. The materials would be ordered in September, and dissemination would occur in the fall, along with staging of informational events.

On August 23, 2022, the Town of Durham received a Grant Agreement from the Community Action Works (CAW) for the full request of \$1,500 which states: "CAW shall make a grant to TODNH of one thousand five hundred dollars (\$1,500.00) (the "Grant Funds"), subject to the terms of this Agreement." The Agreement (attached) is effective for the period August 8, 2022, to July 31, 2023.

RSA 31:95-b III (b) states that for unanticipated moneys in an amount less than \$10,000, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting.

Council approval is required for the acceptance and expenditure of these funds.

**LEGAL AUTHORITY:**

RSA 31:95-b III (b)

**LEGAL OPINION:**

N/A

**FINANCIAL DETAILS:**

N/A

**SUGGESTED ACTION OR RECOMMENDATIONS:**

**MOTION:**

*The Durham Town Council does hereby, upon recommendation of the Administrator, adopt Resolution #2022-15 authorizing the acceptance and expenditure of \$1,500.00 in Unanticipated Revenue from the Toxics Action Center, Inc. (dba Community Action Works, CAW) to support the Durham Integrated Waste Management Committee's mission to improve local sustainability and waste management efforts and authorizing the Administrator to sign the Grant Agreement.*



## **RESOLUTION #2022-15 OF DURHAM, NEW HAMPSHIRE**

**AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF \$1,500.00 IN UNANTICIPATED REVENUE FROM THE TOXICS ACTION CENTER, INC. (DBA COMMUNITY ACTION WORKS, CAW) TO SUPPORT THE DURHAM INTEGRATED WASTE MANAGEMENT COMMITTEE'S MISSION TO IMPROVE LOCAL SUSTAINABILITY AND WASTE MANAGEMENT EFFORTS AND AUTHORIZING THE ADMINISTRATOR TO SIGN THE GRANT AGREEMENT**

**WHEREAS**, on July 23, 2022, Integrated Waste Management Advisory Committee (IWMAC) volunteer Susan Richman submitted a grant application to Toxics Action Center, Inc. (d.b.a Community Action Works (CAW)) requesting \$1,500 grant money from CAW to educate Durham residents about improving the Town's waste diversion through better recycling practices; and

**WHEREAS**, the project goal is to increase awareness of why and how to better recycle in Durham, following recommendations of the "Recycle Right" campaign created by Northeast Resource Recovery Association and publishing stickers (introducing the overarching motto of "Sustainable Durham") and by making the Transfer Station easier for residents to navigate through the purchase of additional full-color metal signage; and

**WHEREAS**, the wording of this grant was created with the help of Nell Neal, IWMAC Chair, and approved by members of IWMAC, to apply to another organization, which in June 22 denied the grant funding but the same wording was used in the application successfully sent to CAW in July 2022, and would enable IWMAC to order the aforementioned materials in the fall of 2022 to begin the "Sustainable Durham – Recycle Right" campaign in November 2022; and

**WHEREAS**, on August 23, 2022, the Town of Durham received a Grant Agreement from the Community Action Works (CAW) for the full request of \$1,500 which states: "*CAW shall make a grant to TODNH of one thousand five hundred dollars (\$1,500.00) (the "Grant Funds"), subject to the terms of this Agreement.*" And;

**WHEREAS**, the Grant Agreement is effective for the period August 8, 2022 to July 31, 2023. And;

**WHEREAS**, RSA 31:95-b III (b) states that for unanticipated moneys in an amount less than \$10,000, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting; and

**WHEREAS**, The Durham Town Council, on July 1, 1999, passed Resolution #99-19 authorizing the Town Council, in accordance with RSA 31:95-b, to apply for, accept, and expend unanticipated funds from a Federal, State or other governmental unit or a private source which becomes available during a fiscal year; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt Resolution #2022-15 authorizing the acceptance and expenditure of \$1,500.00 in unanticipated revenue from the Toxics Action Center, Inc. (dba Community Action Works, CAW) to support the Durham Integrated Waste Management Committee's mission to improve local sustainability and waste management efforts, and authorizes the Administrator to sign the Grant Agreement document.

**PASSED AND ADOPTED** by the Town Council of the Town of Durham, New Hampshire this \_\_\_\_ day of \_\_\_\_ by \_\_\_\_ affirmative votes, \_\_\_\_ negative votes, and \_\_\_\_ abstentions.

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Katherine Marple, Chair  
Durham Town Council

**ATTEST:**

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Lorrie Pitt, Town Clerk-Tax Collector





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**# 9B**  
**AGENDA ITEM:**  
**DATE: September 12, 2022**

## COUNCIL COMMUNICATION

**INITIATED BY:** Citizens of Durham Riverwoods

**AGENDA ITEM:** **RESOLUTION #2022-16 CONDEMNING HATE SPEECH AND DISCRIMINATORY ACTIONS OF ALL KINDS AND REAFFIRMING THE DURHAM COMMUNITY'S COMMITMENT TO SAFEGUARDING PEOPLE'S RIGHTS TO LIFE, LIBERTY, THE PURSUIT OF HAPPINESS, AND CONDEMNING THOSE WHO WOULD CHOOSE TO DIVIDE ITS CITIZENS**

**CC PREPARED BY:** Kitty Marple, Town Council Chair

**PRESENTED BY:** Kitty Marple, Town Council Chair

**AGENDA DESCRIPTION:**

At the August 15, 2022 Town Council meeting, Councilors received a petition drafted and signed by concerned members of the Riverwoods community urging the Council to resolve in writing an affirmation of the Town of Durham's support for an inclusive and welcoming community and condemning those who seek to divide the community based on hate, race, ethnicity, sex or gender identity, age, religion, abilities or socio-economic status.

Attached for the Council's consideration is a draft resolution condemning hate speech and discriminatory actions of all kinds and reaffirming the Durham community's commitment to safeguarding people's rights to life, liberty, the pursuit of happiness, and condemning those who would choose to divide its citizens.

**LEGAL AUTHORITY:**

The Durham Town Council has the authority to enact resolutions as needed.

**LEGAL OPINION:**

N/A

**FINANCIAL DETAILS:**

N/A

**SUGGESTED ACTION OR RECOMMENDATIONS:**

**MOTION:**

*The Durham Town Council does hereby ADOPT Resolution #2022-16 condemning hate speech and discriminatory actions of all kinds and reaffirming the Durham community's commitment to safeguarding people's rights to life, liberty, the pursuit of happiness, and condemning those who would choose to divide its citizens.*

# **RESOLUTION #2022-16 OF DURHAM, NEW HAMPSHIRE**

## **CONDEMNING HATE SPEECH AND DISCRIMINATORY ACTIONS OF ALL KINDS**

**WHEREAS,** Whereas the Town of Durham is committed to providing a safe environment for all residents and staff regardless of their identity; and

**WHEREAS,** the Human Rights Commission initiated Resolution #2017-19, adopted by the Town Council on May 1, 2017, which describes the Town's commitment to make all residents and staff feel accepted, safe, and welcome; and

**WHEREAS,** hate speech is on the rise in many communities; and

**WHEREAS,** prevention of discrimination is an ongoing effort; and

**WHEREAS,** residents of Riverwoods initiated a petition urging the Town Council to affirm Durham's support for an inclusive and welcoming environment, to condemn those who seek to denigrate others and divide us based on race, ethnicity, gender identity, sexual orientation, age, religion, abilities or socio-economic status,

**NOW, THEREFORE, BE IT RESOLVED,** that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt Resolution #2022-16 reaffirming the community's commitment to safeguarding people's rights to life, liberty, the pursuit of happiness, and to condemn those who would choose to divide us.

**PASSED AND ADOPTED** by the Town Council of the Town of Durham, New Hampshire this \_\_\_\_ day of \_\_\_\_ by \_\_\_\_ affirmative votes, \_\_\_\_ negative votes, and \_\_\_\_ abstentions.

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Katherine Marple, Chair  
Durham Town Council

**ATTEST:**

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Lorrie Pitt, Town Clerk-Tax Collector



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**AGENDA ITEM: # 9C**

**DATE: September 12, 2022**

## COUNCIL COMMUNICATION

**INITIATED BY:** New Hampshire Associate Attorney General James Boffetti

**AGENDA ITEM:** **DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE ADMINISTRATOR, ON BEHALF OF THE TOWN OF DURHAM, TO SIGN AND SUBMIT TO THE NH DEPARTMENT OF JUSTICE A SETTLEMENT PARTICIPATION FORM RELATIVE TO THE STATE'S NEGOTIATED SETTLEMENT OF ALL THE STATE'S CLAIMS AGAINST JANSSEN PHARMACEUTICALS/JOHNSON & JOHNSON RELATIVE TO PRESCRIPTION OPIATE LITIGATION**

**CC PREPARED BY:** Jennie Berry, Administrative Assistant  
Todd I. Selig, Administrator

**PRESENTED BY:** Todd I. Selig, Administrator

**AGENDA DESCRIPTION:**

The town was recently contacted by New Hampshire Deputy General James Boffetti informing the Town that the NH Department of Justice has negotiated a settlement of all the State's opioid claims against Janssen Pharmaceuticals and Johnson & Johnson.

On December 6, 2021, upon request of Deputy General Boffetti, the Durham Town Council authorized Administrator Todd Selig to sign on to a National Opioid Settlement Agreement on the Town's behalf. At that time, the National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee, several State Attorneys General, and four major defendants announced agreement on terms of proposed nationwide settlements to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). This most recent negotiated settlement represents millions more dollars than the State would have received under the national settlement that it opted not to join.

As noted in the attached letter, Deputy Attorney Boffetti is asking that the Town of Durham and other non-litigating subdivisions execute and return the enclosed

release form so that the State can finalize the negotiated settlement with Janssen Pharmaceuticals and Johnson & Johnson and replenish the Opioid Abatement Trust Fund with millions more in remedial funds and provide substantial financial relief that can be delivered soon to New Hampshire communities to help abate this crisis.

Attached for the Council's review is Deputy Attorney General Boffetti's letter, the Janssen New Hampshire State-Wide Opioid Settlement Agreement, and the settlement participation form that would need to be completed and electronically signed by the Administrator and submitted via the national settlement's secure website.

**LEGAL AUTHORITY:**

N/A

**LEGAL OPINION:**

Town attorney Naomi Butterfield of Mitchell Municipal Group was asked to provide her advice and guidance, along with any concerns or suggestions she may have, in evaluating whether Durham should sign on to the settlement agreement.

Attorney Butterfield has said that assuming the Town of Durham has not made any decision to sue the pharmaceutical companies Janssen or Johnson & Johnson, or to reserve its right to do so later, she believed that signing the waiver is appropriate as it would release the funds which would then potentially be available in part to the Town in the form of grants to address any impacts Durham has suffered from the Opioid crisis. She further believed that this settlement, and the others obtained by the State, likely provides the best means for obtaining funds to help the Town going forward. Lastly, Attorney Butterfield stated that she did not have any reservations with Durham filling out the form provided and signing to indicate its waiver of further claims against these defendants.

**FINANCIAL DETAILS:**

N/A

**SUGGESTED ACTION OR RECOMMENDATIONS:**

After reviewing the input above provided by the town's attorney, the Council should hold a discussion regarding this matter and decide whether the Town of Durham should sign on to the Janssen New Hampshire State-Wide Settlement Agreement. If in favor of doing so, the following motion is recommended:

**MOTION:**

*The Durham Town Council does hereby approve and authorize the Administrator, on behalf of the Town of Durham, to sign the Janssen New Hampshire State-Wide Settlement Participation Form and submit it to the New Hampshire Department of Justice.*



**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA  
ATTORNEY GENERAL



JAMES T. BOFFETTI  
DEPUTY ATTORNEY GENERAL

September 1, 2022

**RECEIVED  
Town of Durham**

**SEP 03 2022**

**Administration Office**

Todd I. Selig, Town Administrator  
Town of Durham  
8 Newmarket Rd.  
Durham, NH 3824  
administrator@ci.durham.nh.us

**Re: STATE'S SETTLEMENT WITH JANSSEN  
PHARMACEUTICALS/JOHNSON & JOHNSON**

Dear Town Administrator Selig:

The New Hampshire Department of Justice has negotiated a settlement of all the State's opioid claims against Janssen Pharmaceuticals and Johnson & Johnson, which had been scheduled to go to trial in Merrimack County Superior Court in early September. The settlement requires the defendants to pay \$39.605 million; \$31.5 million of that amount will be dedicated exclusively to abate the opioid epidemic in this state. The settlement we negotiated represents millions more dollars than the State would have received under the national settlement we opted not to join. More importantly, we negotiated terms requiring the defendants to pay the full settlement up-front rather than spread over a period of nine years as the national settlement would have allowed.

The settlement also contains injunctive terms that ban Johnson & Johnson from selling and manufacturing opioids, promoting opioids or opioid products and conducting prescription savings programs. It also restricts Johnson & Johnson's lobbying activities and includes stringent enforcement provision to ensure compliance. We believe that New Hampshire's best interests are served by settling this case on the terms we negotiated.

You will remember from an earlier settlement with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen that your jurisdiction was designated by those defendants as a "primary non-litigating subdivision." That characterization was based upon your population (i.e., 10,000 or greater) and the fact that you had not filed a lawsuit against them by the time the settlement was negotiated. All primary non-litigating subdivisions in that case were asked to

release any claims they might have against the distributors in order to settle the earlier litigation. You joined all the other primary non-litigating subdivisions in doing so.

Johnson & Johnson seeks the same type of release from primary non-litigating subdivisions in its case as the distributors received in the earlier case. Its reason is simple: it wants “global peace” for all opioid claims by the state and its subdivisions in exchange for the \$39.605 million settlement. In other words, the settlement would resolve the claims that are currently pending against Johnson & Johnson (by the litigating governmental subdivisions) and those that could have been brought (by non-litigating subdivisions) but were not.

The negotiated settlement will not be final, and the \$39.605 million will not be paid, until we receive signed releases from all the primary non-litigating subdivisions.

New Hampshire has enacted legislation that governs the disposition of any funds received as part of a consumer protection opioid settlement, such as this one with Johnson & Johnson. Under state law, 15% of those funds are distributed to the 23 political subdivisions that filed opioid lawsuits prior to September 1, 2019.<sup>4</sup> The balance of the \$31.5 million will be deposited into the dedicated Opioid Abatement Trust Fund. (See RSA 126-A: 63-86). Your jurisdiction is eligible to apply for grants from that trust fund.

As you likely know, the Opioid Abatement Commission is currently accepting grant applications for the first distribution of opioid settlement funds obtained from previous settlements, which total approximately \$6.6 million. I encourage you to consider an application or applications for grants relevant to abating the opioid scourge in your community. Application materials can be found at <https://www.dhhs.nh.gov/about-dhhs/advisory-organizations/nh-opioid-abatement-trust-fund-advisory-commission>.

I write today to ask you and the other non-litigating subdivisions to execute and return the enclosed release form so that the State can finalize the negotiated settlement with Janissen Pharmaceuticals and Johnson & Johnson and replenish the Opioid Abatement Trust Fund with millions more in remedial funds. The \$39.05 million settlement offer will not be paid until and unless each of the primary non-litigating subdivisions join us in releasing any claims you could have but have not brought against them.

Also enclosed is a copy of the settlement agreement judgment that has been filed with the Merrimack County Superior Court. This settlement represents significant progress in our efforts against opioid manufacturers and distributors to hold them responsible for contributing to the opioid crisis. It provides substantial financial relief that can be delivered soon to New Hampshire communities to help abate this crisis. While no amount of money would be enough, this settlement is a significant improvement over the national settlement; combined with other settlements against other defendants, it will make a meaningful difference in the lives of those dealing with opioid use disorder.

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<sup>4</sup> The 23 subdivisions include all 10 counties plus Belmont, Berlin, Claremont, Concord, Derry, Dover, Franklin, Keene, Laconia, Londonderry, Manchester, Nashua and Rochester.



We hope that you will join us in this settlement. Time is of the essence in finalizing this settlement. We need to return signed releases to the defendants by the end of September.

I am available at your convenience to answer any of your question.

Sincerely,

A handwritten signature in black ink, appearing to read "James T. Boffetti". The signature is fluid and cursive, with a large initial "J" and "B".

James T. Boffetti  
Deputy Attorney General  
(603) 271-0302 / (603) 724-0174  
james.t.boffetti@doj.nh.gov

JTB/cbw  
Enclosures

# JANSSEN NEW HAMPSHIRE STATE-WIDE OPIOID SETTLEMENT AGREEMENT

## I. Overview

In accordance with the Term Sheet executed by Janssen and the State of New Hampshire on August 29, 2022, this settlement agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among Janssen, the State of New Hampshire, and Participating Subdivisions (as those terms are defined below). Janssen has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

## II. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
2. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, that have allegedly been caused by Janssen.
3. “*Attorney*” means any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
4. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

5. "*Claim Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
6. "*Compensatory Restitution Amount*" means the aggregate amount of payments by Janssen hereunder other than amounts used for attorneys' fees and costs.
7. "*Consent Judgment*" means a consent judgment in the form attached as Exhibit E.
8. "*Court*" means the court to which the Agreement and the Consent Judgment are presented for approval and/or entry.
9. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.
10. "*Effective Date*" means the date on which this Agreement is executed by the State and Janssen.
11. "*Janssen*" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
12. "*Janssen National Settlement Agreement*" means the J&J Master Settlement Agreement, including exhibits, a copy of which is attached as Exhibit H hereto.

13. *"Litigating Subdivision"* means a Subdivision (or Subdivision official asserting the right of or for the Subdivision or the State to recover for alleged harms to the Subdivision, the State, and/or the people thereof) that brought any Released Claims against any Released Entity on or before the Effective Date that were not separately resolved prior to that date. A list of all Litigating Subdivisions known to the Parties is included in Exhibit F hereto.
14. *"Non-Litigating Subdivision"* means a Subdivision that is not a Litigating Subdivision.
15. *"Non-Party Covered Conduct Claim"* means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
16. *"Non-Party Settlement"* means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
17. *"Non-Released Entity"* means an entity that is not a Released Entity.
18. *"Participating Subdivision"* means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.
19. *"Parties"* means Janssen and the State of New Hampshire (each, a *"Party"*).
20. *"Product"* means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "Product" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "Product" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.
21. *"Released Claims"* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its

Litigating Subdivisions in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Subdivisions, or any Releasors (whether or not such State, Subdivision, or Releasor has brought such action or proceeding), provided the Covered Conduct occurs prior to the Effective Date. Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct, provided the Covered Conduct occurs prior to the Effective Date. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Subdivision or other non-party Subdivision after the Effective Date that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

22. "*Released Entities*" means Janssen and (1) all of Janssen's past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen's insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Janssen's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit D are not Released Entities; and provided further that any joint venture partner of Janssen or Janssen's subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen's present subsidiaries and affiliates is attached as Exhibit G. Janssen's predecessor entities include but are not limited to those entities listed on Exhibit A. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Janssen after the Effective Date is not a Released Entity.
23. "*Releasors*" means (1) the State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of the State's Attorney General and/or Participating Subdivision to release the Claims, (a) the State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public

instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Subdivisions in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Subdivision in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. The State's Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty subsection of Section IV.

24. "*Special District*" means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts.
25. "*State*" means the State of New Hampshire.
26. "*Subdivision*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity. Unless otherwise specified, "Subdivision" includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For purposes of this Agreement, the term Subdivision also includes Special Districts.
27. "*Settlement Participation Form*" means the form attached as Exhibit B that Participating Subdivisions must execute and return to Janssen and the State of New Hampshire, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.

### III. Injunctive Relief

As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit C.

### IV. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. The State of New Hampshire (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*
1. *Statement of Intent.* It is the intent of the Parties that:
    - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
    - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
    - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
    - d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
    - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles: This Agreement and the releases and dismissals provided for herein are made in good faith.
  2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care



practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Janssen:
  - a. Janssen shall notify that Releasor of the Claim-Over within thirty (30) days of the assertion of the Claim-Over or thirty (30) days of the Effective Date of this Agreement, whichever is later;
  - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Agreement;
  - c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
    - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

- (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
    - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
    - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
    - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
    - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
    - (7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.
  - d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
  - e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by the court that enters the Consent Judgment pursuant to Section X.
5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the State, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.
- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other

jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty.* The signatories hereto on behalf of the State expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the settlement funds or any portion thereof, or by the enactment of future laws, or by any seizure of the settlement funds or any portion thereof.

- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

#### **V. Monetary Relief and Payments**

- A. As consideration for the releases from the State and Participating Subdivisions provided in Section IV above and the Settlement Participation Forms specified in Section VII and Exhibit B below, Janssen shall pay the State a lump sum of \$39,605,617.59 within 15 days after the entry of the Consent Judgment to be filed under Section VIII after delivery to Janssen of Settlement Participation Forms executed by all Subdivisions listed on Exhibit F.
- B. Within 15 days after the entry of the Consent Judgment to be filed under Section VIII after delivery to Janssen of Settlement Participation Forms executed by all Subdivisions listed on Exhibit F, Janssen shall pay into an escrow account designated by Joseph Tann, Esq. a lump sum equal to the amount that attorneys for Participating Subdivisions would have received from the Contingency Fee Fund established under the Janssen National Settlement Agreement, had the Participating Subdivisions joined that settlement. That amount is presently estimated to be \$919,617.30, but the final amount due shall be determined by Mr. Tann, applying the methodology specified in Exhibit R to the Janssen National Settlement Agreement. Mr. Tann shall direct the escrow agent to disburse the escrowed funds to attorneys for the Participating Subdivisions in accordance with his determination of the amount that would have been received by each attorney.

#### **VI. Intra-State Allocation**

Janssen's payments shall be allocated as determined by the State and its Subdivisions and pursuant to the State's Opioids Abatement Trust Fund legislation.

#### **VII. Participation by Subdivisions**

A. Subdivision may become a Participating Subdivision by returning an executed Settlement Participation Form to Janssen and the State and upon prompt dismissal of its legal action pursuant to the terms of this Agreement and the Settlement Participation Form.

#### **VIII. Filing of Consent Judgment and Dismissals with Prejudice**

No later than 15 days from delivery to Janssen of Settlement Participation Forms for all Subdivisions listed on Exhibit F, the State and Janssen will proceed to file the Consent Judgment. No later than 30 days after receipt of Janssen's payments under Section V, the State and the

Participating Subdivisions shall dismiss all actions asserting Released claims with prejudice.

**IX. Attorney Fee and Cost Payments**

- A. Janssen shall not be responsible for making payments for State's or any Participating Subdivision's attorneys' fees and costs beyond the amounts paid under Section V.
- B. An Attorney may not receive any payment for attorney fees unless the Attorney represents that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to Released Claims against Released Entities brought after the Effective Date.

**X. Enforcement and Dispute Resolution**

- A. The terms of the Agreement and Consent Judgment applicable to the State will be enforceable solely by the State and Janssen.
- B. Janssen consents to the jurisdiction of the Court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X:D for resolution in the Court in which the Consent Judgment is filed.
- C. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.
- D. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment.

**XI. Miscellaneous**

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Nature of Payment.* Janssen, the State, and the Participating Subdivisions acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
  - 1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
  - 2. The State and the Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the Alleged Harms allegedly suffered by the State and Participating Subdivisions;
  - 3. By executing this Agreement the State and the Participating Subdivisions certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the

aggregate, of the Alleged Harms allegedly suffered by the State and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by the State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by the State or Participating Subdivision;

4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for Alleged Harms allegedly caused by Janssen;
5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the State and Participating Subdivisions to the same position or condition that they would be in had the State and Participating Subdivisions not suffered the Alleged Harms;
6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to the State, any Participating Subdivision, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in this subsection XI.B, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and
7. The State, on behalf of all itself and Participating Subdivisions (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

C. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the State and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection XI.B to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of this subsection XI.C, the State and each Participating Subdivision shall cooperate in good faith with Janssen with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The State, on behalf of itself and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official").
  4. For the avoidance of doubt, neither Janssen nor the State and Participating Subdivisions make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).
- D. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State or a Released Entity. The State may not assign or otherwise convey any right to enforce any provision of this Agreement.
- E. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.
- F. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.
- G. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment.
- H. *Entire Agreement.* This Agreement, its exhibits and any other attachments embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- I. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.



- J. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- K. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- L. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- M. *Severability.* If any provision of this Agreement—excepting Section IV (Release), Section V (Monetary Relief and Payments), Section VII (Participation by Local Governments), Section IX (Attorney Fee and Cost Payments), Section XI.B (Nature of Payment), and Section XI.C (Tax Reporting and Cooperation)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- N. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Janssen:

Charles C. Lifland  
Daniel R. Suvor  
400 South Hope Street, 18th Floor Los Angeles, CA 90071  
Phone: (213) 430-6000  
clifland@omm.com  
dsuvor@omm.com

For the Attorney General:

James T. Boffetti  
Deputy Attorney General

New Hampshire Department of Justice  
33 Capitol Street, Concord, NH 03301  
Phone: (603) 271-0302  
James.T.Boffetti@doj.nh.gov

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- O. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- P. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- Q. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- R. *Modification, Amendment, Alteration.* This Agreement may be modified, amended, or altered by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Janssen may contact the New Hampshire Attorney General to coordinate this process.
- S. *Termination.*
  - 1. Unless otherwise agreed to by Janssen and the State, this Agreement and all of its terms (except subsection XI.L and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the State, and the Agreement and all orders issued by the Court pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
    - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the State by a court of competent jurisdiction on or before one hundred eighty (180) days after Janssen's payment under Section V; or

- b. This Agreement or the Consent Judgment has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- 2. If this Agreement is terminated with respect to the State and its Participating Subdivisions for whatever reason pursuant to subsection XI.S.1, then:
  - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the State in question shall be in the same position with respect to the statute of limitation as they were at the time the State filed its action; and
  - b. Janssen and the State and its Participating Subdivisions shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the State and its Participating Subdivisions shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.
- T. *Governing Law.* Except as otherwise provided in the Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of New Hampshire, without regard to the conflict of law rules of New Hampshire.

**Approved:**

Dated: August 31, 2022

JOHNSON & JOHNSON, JANSSEN  
PHARMACEUTICALS, INC., ORTHO-MCNEIL-  
JANSSEN PHARMACEUTICALS, INC. N/K/A  
JANSSEN PHARMACEUTICALS, INC., AND  
JANSSEN PHARMACEUTICA INC. N/K/A  
JANSSEN PHARMACEUTICALS, INC.

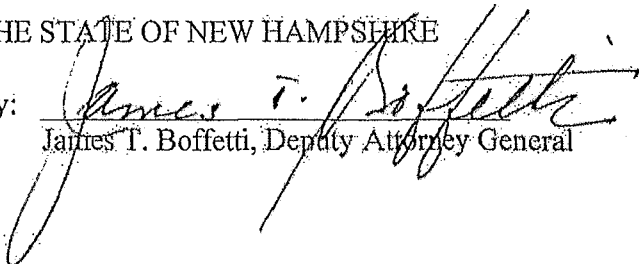
By: 

Marc Larkins, Corporate Secretary

Dated: August 31, 2022

THE STATE OF NEW HAMPSHIRE

By:

  
James T. Boffetti, Deputy Attorney General

## EXHIBIT B

### Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 31, 2022 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition

of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

8. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





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Fax: 603-868-1858

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AGENDA ITEM:

# **11A**

DATE: September 12, 2022

## COUNCIL COMMUNICATION

**INITIATED BY:**

Todd I. Selig, Administrator

**AGENDA ITEM:**

**RECEIVE ACTIVITIES REPORT FROM THE DURHAM PARKS & RECREATION COMMITTEE – CATHY LEACH, CHAIR**

**CC PREPARED BY:**

Jennie Berry, Administrative Assistant

**PRESENTED BY:**

Cathy Leach, Parks & Recreation Committee Chair

**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.

Cathy Leach has been invited to attend Monday night's Town Council meeting to provide a brief update to Council members regarding the Parks and Recreation Committee's current activities. Attached for the Council's information is a brief written report submitted by Chair Leach.

**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 Parks & Recreation Committee Chair, Cathy Leach, and hold question and answer session if desired.

## **DURHAM PARKS & RECREATION COMMITTEE**

REPORT TO TOWN COUNCIL – January – August 2022

### Accomplishments:

- Assisted the Director and Town Staff in the hiring of a DPR assistant director.
- Completed a usage agreement for Woodridge Park fields and courts.
- Supported the DPR in preparation of and day-of volunteering at community events such as the Annual Egg Hunt, Memorial Day event and Durham Day (including 2 members on the planning committee).
- Assisted DPR director in collaborating with Durham Bus Assoc/Celebrate Durham to bring events downtown, including Durham Day.
- Conducted a brief survey of town department and business participants in Durham Day.
- Reviewed and made minor changes to committee information, including mission/vision statements posted on Town website. Also discussed the role of committee members.
- Reviewed Town Council goals.

### Collaborations:

- Committee member Mike Drooker is a member of the Land Stewardship Subcommittee.
- Committee provided input to the LSSC in trail work planning at Woodridge Park.
- Heard presentation from Nell Neal of the Integrated Waste Management Committee and it's "Recycle Right" program. DPR Director agreed to utilize educational materials in support of the initiative.
- Committee will be aware of and contribute to Town initiatives such as the Section 106 review process for removal of the Mill Pond Dam, renovation work of the house and future usage planning of the barn at Wagon Hill Farm.

### Meetings:

- Receive report and notice of upcoming events from Director at each meeting. Some information/data highlights:
  - Held 10 weeks of summer camp in cooperation with the ORCSD with over 260 campers.
  - DPR holds after school programs, teacher workshop day programs.
  - 244 families participated in a DPR partnership with Gunstock Ski Area.
  - Summary of DPR events (reported at July meeting):
    - 26 youth opportunities
    - 36 adult opportunities
    - 4 community events
    - 876 participants (for those programs take online reg; excluding summer camp participation)

## Parks & Recreation Committee Town Council Report - 2

- Received season-ending report from Churchill Rink manager at our April meeting. Some information/data highlights:
  - Provided ice rental to 16 groups, youth & adult
  - Programming/services included public skating, skate rental, stick & puck, pond hockey, drop-in hockey, concessions, skate sharpening, Slush Cup event, Friday Teen skates, family skates
  - Attendance at public sessions was over 10,800. Pre-COVID, the highest annual attendance at public sessions was just over 8,500 in 2019-20
  - Net profit (unaudited): \$66,433

### 2022 Continuing Work:

- Support the Director in forming a working group for field/parks maintenance and future upgrades at Woodridge Park and Jackson's Landing.
- Provide advisory support for Director and staff in budget & CIP planning.
- Support the Director and Rink Manager in forming a working & fundraising group for future rink renovation planning.
- Collaborate with Downtown Businesses for Community Events.
- Connect w Lee & Madbury Recreation Committees and/or Staff.
- Begin planning for 1–3-year strategic plan, including a mechanism for gathering community input.
- Recruit new committee members.
- Develop template for data reporting.

We ask the Town Council for guidance and support for potential future funding requests for:

- Strategic planning process/community input
- Churchill rink updates and renovation
- Fields/Parks maintenance, updates and renovations

Submitted 9/7/22



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AGENDA ITEM:

# **13A**

DATE: September 12, 2022

## COUNCIL COMMUNICATION

**INITIATED BY:** Sally Needell, Town Councilor

**AGENDA ITEM:** SHALL THE TOWN COUNCIL APPROVE THE ESTABLISHMENT OF A TOWN COUNCIL TASK FORCE TO REVIEW AND AMEND ARTICLES WITHIN CHAPTER 175 "ZONING" OF THE DURHAM TOWN CODE TO SUPPORT THE PROCESS OF THEIR UPDATING?

**CC PREPARED BY:** Sally Needell, Town Councilor

**PRESENTED BY:** Sally Needell, Town Councilor

**AGENDA DESCRIPTION:**

At the August 15, 2022 Town Council meeting I offered to establish a committee/working group to update by amendments changes to the Zoning Ordinance. My intent is to support the work of boards, commissions, and committees by focusing on any articles or parts of articles of concern that they identify. I envision that this Task Force would review wording, clarify definitions, and work to match the intentions of the Master Plan. Any recommended amendments would go back to their respective groups for review, and then brought to the Planning Board.

The mission of the Task Force is to support commissions, committees, and boards in the updating of the current articles within the Zoning Ordinance. In the future, the Task Force might review additional parts of the Municipal Code.

The consensus of the Town Council on August 15th was that this was a proposal worth pursuing.

**Ordinance Task Force**

1. The Task Force members include at least one member of the Town Council, Planning Board, and the committee/commission/board linked to the article, or part of the article, under review. In addition, other interested parties, including Durham residents, may contribute to discussions.

Re: Establishment of a Town Council Task Force to Review and Amend Articles Within Chapter 175 “Zoning” of the Durham Town Code to Support the Process of Their Updating

2. The Task Force has a maximum of 5 members. Task Force members are appointed by the Town Council. There are no term limits to appointments.
3. Town committees, commissions, and boards are invited to share articles of concern, and the Task Force will request the participation of at least one member of the group.
4. The Task Force will announce in advance plans for upcoming meetings. Minutes from the meetings will be posted.
5. As amendments are drawn up by the Task Force, the amendments will be given to the appropriate committee/commission/board for their consideration.
6. Council initiated changes to articles will be forwarded to the Planning Board for its consideration. Processes will be followed as outlined in Article IV, Interpretation, Amendments, and Legal Provisions.
7. Any amendments to the Zoning Ordinance shall be brought to the Town Council for consideration by the Planning Board.

**LEGAL AUTHORITY:**

Section 175-14.B, Amendments Initiated by the Town Council, allows for the Town Council to consider changes to the Zoning Ordinance. “All such council-initiated changes shall be referred to the Planning Board for its review and study.”

**LEGAL OPINION:**

N/A

**FINANCIAL DETAILS:**

N/A

**SUGGESTED ACTION OR RECOMMENDATIONS:**

**MOTION:**

*The Durham Town Council does hereby approve (as presented/as amended) the establishment of the Town Council Zoning Ordinance Task Force to review and amend the articles within the Town of Durham Zoning Ordinance to support the process of their updating.*