



TOWN OF DURHAM

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

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

AGENDA

DURHAM TOWN COUNCIL

MONDAY, APRIL 3, 2023

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. Swearing in of Council Members – Rachel Deane, Town Clerk-Tax Collector
- VI. Selection of Council Chair and Chair Pro Tem
- VII. Special Announcements
 - A. Chair reads Land Acknowledgement Statement
 - B. Resolution #2023-05 Recognizing Durham Citizen Craig Seymour for his Many Years of Dedicated Community Service to the Town of Durham
- VIII. Public Comments (*) – **Please state your name and address before speaking**
- IX. Approval of Minutes – March 20, 2023
- X. Councilor and Administrator Roundtable
- XI. Report from the UNH Student Senate External Affairs Chair or Designee

- XII. Unanimous Consent Agenda** *(Requires unanimous approval. Individual items may be removed by any councilor for separate discussion and vote)*
- A. Shall the Town Council approve Resolution #2023-06 establishing regular Town Council meeting dates for April 2023 through March 2024
 - B. Shall the Town Council Authorize the Town Administrator to Sign the Re-committal Warrant to the Newly Elected Town Clerk/Tax Collector, Rachel Deane for Uncollected Outstanding Balances on Warrants Previously Committed to Lorrie Pitt.
 - C. Shall the Town Council Schedule a Public Hearing for Monday, April 17th, 2023 on Resolution #2023-07 Authorizing the Acceptance and Expenditure of a FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management, for the Durham Emergency Generator Project, in the amount of \$427,612.49 with a required 25% Match of \$143,537.51 – for a total project cost of \$570,150.00 - and authorize the Administrator to sign and submit grant paperwork and all Documents related to the Grant on Behalf of the Town of Durham?
- XIII. Committee Appointments**
Annual appointments and re-appointments of citizens to various town boards, commissions, and committees.
- XIV. Presentation Items**
Presentation from Brian F. Goetz, Water Resources Director/Deputy Director of Public Works, City of Portsmouth on a Revised Construction Access Drive at Wagon Hill Farm.
- XV. Unfinished Business**
- XVI. New Business**
- A. Annual appointments of Council representatives to the various town boards, commissions, and committees
 - B. Initial discussion regarding development of the 2023/24 Town Council goals
- XVII. Nonpublic Session (if required)**
- XVIII. Extended Councilor and Administrator Roundtable (if required)**
- XIX. Adjourn (NLT 10:30 PM)**

(*) *The public comment portion of the Council meeting is to allow members of the public to address matters of public concern regarding town government for up to 5 minutes.*

Obscene, violent, disruptive, disorderly comments, or those likely to induce violence, disruption or disorder are not permitted and will not be tolerated. Complaints regarding Town staff should be directed to the Administrator.



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AGENDA ITEM: **# 6 TS**

DATE: **April 3, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Charter

AGENDA ITEM: SELECTION OF CHAIR AND CHAIR PRO TEM

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Durham Town Council

AGENDA DESCRIPTION:

Section 3.3 in the Durham Town Charter addresses the procedures for the selection of the Chair and Chair Pro Tem, which in part states that at its first regular meeting following each election, the Council shall choose one of its members as Chair for a term of one (1) year and one of its members Pro Tem for a term of one (1) year who shall act in the absence or disability of the Chair.

Sally Needell has expressed an interest in becoming the next Chair. Jim Lawson has expressed an interest in becoming the next Chair Pro Tem.

LEGAL AUTHORITY:

Section 3.3 of the Durham Town Charter.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

The Town Council should select a Chair and Chair Pro Tem as the first item of business at Monday night's meeting.

MOTION:

The Durham Town Council does hereby APPOINT _____ as Chair of the Durham Town Council.

MOTION 2:

The Durham Town Council does hereby APPOINT _____ as Chair Pro Tem of the Durham Town Council.



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AGENDA ITEM: **# 7B** *TS*

DATE: April 3, 2023

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: **ADOPTION OF RESOLUTION #2023-05 RECOGNIZING LONGTIME DURHAM CITIZEN CRAIG SEYMOUR FOR HIS MANY YEARS OF DEDICATED COMMUNITY SERVICE TO THE TOWN OF DURHAM**

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Craig Seymour has resigned his position on the Trustees of the Trust Funds as of March 31, 2023. He and his wife are selling their home in Durham after 43 years and are moving to North Hampton. Craig has been a valuable member of many Durham Boards and Committees, most notably the Cemetery Committee of which Craig has been Chair for fifteen years. Attached is a resolution recognizing Craig Seymour for his incredible service to the Town of Durham.

A Certificate of Appreciation has been created to be awarded to Craig on Monday evening, April 3, 2023, in addition to the adoption of this Resolution.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby ADOPT Resolution #2023-05 Recognizing Longtime Durham Citizen Craig Seymour for his Many Years of Dedicated Community Service to the Town of Durham.

RESOLUTION #2023-05 OF DURHAM, NEW HAMPSHIRE

RECOGNIZING DURHAM CITIZEN CRAIG SEYMOUR FOR HIS MANY YEARS OF DEDICATED COMMUNITY SERVICE TO THE TOWN OF DURHAM

WHEREAS the Durham Town Council desires to formally recognize Craig Seymour for the immeasurable contributions he has made to the Durham community over a span of almost 40 years while serving in the following volunteer capacities:

Planning Board	1984 - 1987
Trustee of the Trust Funds	2001 - 2023
Cemetery Committee	2001 - 2023
Pease Airport Noise Compatibility Study Committee	2003 - 2012
Downtown TIF District Advisory Board	2022 - 2023
Northern N.E. Passenger Rail Authority (NNEPRA) Station Committee	2020 - 2023

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the legislative and governing body of the Town of Durham, New Hampshire, does hereby adopt Resolution #2023-05 recognizing Craig Seymour and expressing its gratitude and appreciation on behalf of the Durham community for his many years of dedicated public service and for the selfless volunteer time and efforts he contributed.

PASSED AND ADOPTED by the Town Council of the Town of Durham, New Hampshire this _____ day of **April, 2023** by _____ affirmative votes, _____ negative votes, and _____ abstentions.

, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



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AGENDA ITEM: **# 9 TS**
DATE: **April 3, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: APPROVE THE TOWN COUNCIL REVISED MEETING MINUTES FOR
MARCH 20, 2023

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's review and approval are the minutes for the meeting held on March 20, 2023. Please call or email Karen Edwards 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 anybody or agency, or any subordinate body thereof, without exception."

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby approve the Town Council meeting minutes for March 20, 2023 (as presented/as amended).



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AGENDA ITEM: **# 12A** *TS*

DATE: April 3, 2023

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Charter

AGENDA ITEM: RESOLUTION #2023-06 ESTABLISHING REGULAR TOWN COUNCIL MEETING DATES FOR APRIL 2023 THROUGH MARCH 2024

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for Council's review and consideration is a resolution establishing the regular Town Council meeting dates for April 2023 - March 2024 in accordance with Section 3.7C of the Durham Town Charter. Attention has been paid to not scheduling meetings on holidays in accordance with Resolution #2022-07 approved on August 15, 2022.

It should also be noted for advance scheduling purposes that the Council typically schedules budget work sessions for each Monday in November and December when a regular meeting is not scheduled.

LEGAL AUTHORITY:

Section 3.7 (C) of the Durham Town Charter states that "Regular meetings shall be held on such day or days of each month at such time as the Council shall by ordinance or resolution direct."

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council hereby adopts Resolution #2023-06 establishing the regular Town Council meeting dates for the period April 2023 through March 2024.

RESOLUTION #2023-06 DURHAM, NEW HAMPSHIRE

Establishing Regular Town Council Meeting Dates for April 2023 through March 2024

WHEREAS, Section 3.7C of the Durham Town Charter states that regular meetings of the Council shall be, “ Held on such day or days of each month at such time as the Council shall by ordinance or resolution direct.” and

WHEREAS, because of holidays, there is need to amend the regular meeting schedule of the Durham Town Council,

NOW THEREFORE, BE IT RESOLVED that the Durham Town Council does hereby adopt **Resolution #2023-06** establishing the regular meeting schedule of the Durham Town Council for the period April 2023 - March 2024 as follows:

Monday	April 3, 2023	Monday	October 2, 2023
Monday	April 17, 2023	Monday	October 16, 2023
Monday	May 1, 2023	Monday	November 6, 2023
Monday	May 15, 2023	Monday	November 20, 2023
Monday	June 5, 2023	Monday	December 4, 2023
Monday	June 19, 2023	Monday	December 18, 2023
Monday	July 17*, 2023	Monday	January 15*, 2024
Monday	August 14, 2023	Monday	February 5, 2024
Monday	September 11**, 2023	Monday	February 19, 2024
Monday	September 18, 2023	Monday	March 4, 2024
		Monday	March 18, 2024

***Third Mondays of the month due to holidays.**

****Second Monday of the month due to holiday.**

PASSED AND ADOPTED on this ____ day of **April, 2023** by a majority vote of the Durham Town Council with ____ voting in favor, ____ opposing, and ____ abstaining.

Chair, Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



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AGENDA ITEM: **#12B**

DATE: **April 3, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: **AUTHORIZE THE TOWN ADMINISTRATOR TO SIGN THE RE-COMMITTAL WARRANTS TO THE NEWLY ELECTED TOWN CLERK/TAX COLLECTOR, RACHEL DEANE FOR UNCOLLECTED OUTSTANDING BALANCES ON WARRANTS PREVIOUSLY COMMITTED TO LORRIE PITT**

CC PREPARED BY: Gail Jablonski, Business Manager

CC PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

NH RSA 80:4 empowers the Tax Collector to collect taxes that are committed to her in the service of her warrants. Upon the retirement of Lorrie Pitt as Town Clerk/Tax Collector on March 31, 2023, it became necessary to determine what taxes remained uncollected from the warrants committed to her and to re-commit these taxes to the newly elected Town Clerk/Tax Collector, Rachel Deane. Our auditors, Plodzik & Sanderson came in for our annual Town Audit in March and, at the same time, completed a closeout audit for the Tax Collector's Office to determine what outstanding and uncollected balances remained from any warrants committed to Lorrie Pitt.

The attached re-committal warrants detail the amounts remaining to be collected from various warrants from as far back as **XXXXXXX**. In order for Rachel Deane

to be able to exercise the full force and power of her position, these uncollected taxes must be re-committed in warrants to her.

LEGAL AUTHORITY:

80:4 Powers of Collector. – Every collector, in the collection of taxes committed to him and in the service of his warrant, shall have the powers vested in constables in the service of civil process, which shall continue until all the taxes in his list are collected. Any assessments report issued by the commissioner pursuant to RSA 21-J:11-a shall not affect the authority of the tax collector to issue tax bills and to exercise all powers contained in this chapter for the collection of taxes.

LEGAL OPINION:

Plodzick & Sanderson completed a full and complete audit, which yielded the amounts to be re-committed to the newly elected Town Clerk/Tax Collector, Lorrie Pitt.

FINANCIAL DETAILS:

Property Taxes	\$XXXXXX
Land Use Change Taxes	\$XXXXXX
Property Tax Liens	\$XXXXXX
Water & Sewer	\$XXXXXX
TOTAL TAXES RE-COMMITTED	\$XXXXXX

SUGGESTED ACTION OR RECOMMENDATIONS:

Motion:

The Durham Town Council hereby authorizes the Administrator to sign the Re-committal Warrants directing, Rachel Deane, Town Clerk/Tax Collector, to collect Property Taxes in the amount of \$XXXXXX, Land Use Change Taxes in the amount of \$XXXXXX, Property Tax Liens in the amount of \$XXXXXX and Water and Sewer Taxes in the amount of \$XXXXXX; said amounts being the uncollected balances of warrants previously committed to retired Town Clerk/Tax Collector, Lorrie Pitt.



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AGENDA ITEM: **# 12C_{TS}**

DATE: April 3, 2023

COUNCIL COMMUNICATION

INITIATED BY: Public Works Department

AGENDA ITEM: SHALL THE TOWN COUNCIL SCHEDULE A PUBLIC HEARING FOR MONDAY, APRIL 17TH, 2023 ON RESOLUTION #2023-07 AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A FY22 LEGISLATIVE PRE-DISASTER MITIGATION (LPDM) GRANT FROM THE NEW HAMPSHIRE DEPARTMENT OF SAFETY, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, FOR THE DURHAM EMERGENCY GENERATOR PROJECT, IN THE AMOUNT OF \$427,612.49 WITH A REQUIRED 25% MATCH OF \$142,537.51 – FOR A TOTAL PROJECT COST OF \$570,150.00 - AND AUTHORIZE THE ADMINISTRATOR TO SIGN AND SUBMIT GRANT PAPERWORK AND ALL DOCUMENTS RELATED TO THE GRANT 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 schedule a public hearing for Monday April 17, 2023 on a Resolution Authorizing the Acceptance and Expenditure of a FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management, for the Durham Emergency Generator Project, In the Amount of \$427,612.49 with a 25% local match of \$142,537.51 - for a total project cost of \$570,150.00

- and Authorize the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham.

Durham Public Works submitted a FY22 Congressional Directed Spending Request (CDR) application titled, “Town of Durham Emergency Generators Project”, to Senator Shaheen’s office as part of their project solicitation in April 2021.

The application included a request to fund the installation of backup emergency generators at the Town’s Lee Well and Spruce Hole Well as well as new appropriately sized generators at the Public Works Facility and the Durham Police Station. Although not included within the existing grant, the Town and University will also evaluate and consider emergency power generation requirements at the Lamprey River raw water pump station. Improvements at this station would potentially be funded using existing and/or future capital funds. Details about each location can be found below.

Lee Well Generator – This project will provide emergency backup power to the Lee Well, which serves as a primary water drinking supply for the Town of Durham and UNH and also serves customers in the Town of Lee. The pumping station houses all of the Town’s chemical treatment, instrumentation, pumps and motors for the Lee Well and currently has an antiquated emergency backup power system requiring manual start and 100% continuous operator presence during any power failure. The proposed new system would include an auto-start and auto-transfer switch during any power loss, which is now standard practice in the water profession.

Spruce Hole Well Emergency Generator – This project will provide emergency power to the Spruce Hole Well, which is intended to serve as a seasonal drinking water supply to accommodate peak demand for the Town of Durham and the University of New Hampshire. The pumping station houses all of the Town’s chemical treatment instrumentation, pumps and motors for the Spruce Hole well and currently has no emergency backup power. The proposed new system would include an auto-start and auto-transfer switch during any power loss which is now standard practice in the water profession making the Spruce Hole site reliable and dependable during any power outage allowing the continued provision of both potable water and fire protection.

Police Station and Public Works Emergency Generators - During emergency events both the Police and Public Works facilities operate as emergency operations and logistics planning facilities housing personnel and equipment involved in emergency responses. Each facility currently has an insufficient emergency generator system, which is undersized and/or inadequately configured resulting in poor performance and powering approximately 20% of each building. The replacement of both generators will allow for full facility backup powered lighting, heat, equipment, fuel, security, IT and life safety systems. This is critical in providing reliable emergency response to the community and our mutual aid partners.

In the Spring of 2022, the Town and DPW were notified by Senator Shaheen's office that the Town was slated to receive Congressional Directed Spending funds for this critical project. This program is administered through HSEM and FEMA Region 1 as a Pre-Disaster Mitigation Grant Program which required a separate application and completion of a Benefit-Cost Analysis.

There were many additional steps required including sending HSEM/FEMA a letter documenting available match, showing proof that the Town owned the parcel in Lee on which the Lee Well is located, and completing many Requests for Information (RFIs) that were received from FEMA requiring follow-up. Updating the Town's Multi-Hazard Mitigation Plan was also required, a step made more challenging due to delays in Federal funds supporting that separate grant-funded project. The Town finally received the grant agreement package in early March 2023 to move forward with receiving the funding.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

\$427,612.49 in FY22 Legislative Pre-Disaster Mitigation Grant (LPDM) grant monies to be received from the New Hampshire Homeland Security and Emergency Management (HSEM).

Breakdown of required match of \$142,537.51

ACCOUNT	TITLE	BUDGETED	EXPENSED/ ENCUMBERED TO DATE	REQUESTED	REMAINING
07-2129-221-36-000	Town Water System Improvements 2021	\$25,000	\$6409.18	\$18,537.51	\$53.31
07-2294-801-36-000	Facility Infrastructure Preventative Maintenance 2022	\$25,000	\$17,306	\$7,694	\$0
07-2377-801-36-000	Facility Infrastructure Preventative Maintenance 2023	\$25,000	\$6405	\$10,000	\$8,595
07-2328-221-36-000	Shared Water System Improvements Town/UNH 2023	\$70,000**	\$0	\$35,435** UNH Share = \$70,871	\$34,565
TOTAL				\$142,537.51	\$43,213.31

SUGGESTED ACTION OR RECOMMENDATIONS:

The grant agreement (attached) requires the following exact language when documenting meeting minutes for accepting the grant.

“The Durham Town Council, in a majority vote, accepted the terms of the FY2022 Legislative Pre-Disaster Mitigation (LPDM) grant program as presented in the amount of \$427,612.49 for the Town of Durham’s Emergency Generators Project. Furthermore, the Council acknowledges that the total cost of this project will be \$570,150.00, in which the Town will be responsible for a 25% match (\$142,537.51). Durham Administrator Todd Selig is authorized to sign all documents related to the grant.”

MOTION 1:

The Durham Town Council does hereby schedule a Public Hearing for Monday, April 17th, 2023 on Resolution #2023-07 Authorizing the Acceptance and Expenditure of a FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management, for the Durham Emergency Generator Project, in the Amount of \$427,612.49 with a 25% Local Match of \$142,537.51, – for a Total Project Cost of \$570,150.00 - and Authorizing the Administrator to sign and submit Grant paperwork and all documents related to the grant on behalf of the Town of Durham?

RESOLUTION #2023-07 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A FY22 LEGISLATIVE PRE-DISASTER MITIGATION (LPDM) GRANT FROM THE NEW HAMPSHIRE DEPARTMENT OF SAFETY, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, FOR THE DURHAM EMERGENCY GENERATOR PROJECT, IN THE AMOUNT OF \$427,612.49 WITH A REQUIRED 25% MATCH OF \$142,537.51 – FOR A TOTAL PROJECT COST OF \$570,150.00 - AND AUTHORIZE THE ADMINISTRATOR TO SIGN AND SUBMIT GRANT PAPERWORK AND ALL DOCUMENTS RELATED TO THE GRANT ON BEHALF OF THE TOWN OF DURHAM?

WHEREAS, the Town of Durham submitted an FY22 Congressional Directed Spending Request (CDR) application titled, Town of Durham Emergency Generators Project, to Senator Shaheen's office as part of their project solicitation in April 2021; and

WHEREAS, in May 2022, the Town was notified that it was selected for funding in the amount of \$427,612.49, with a required 25% match of \$142,537.51, from the FY22 LPDM grant program for the Durham Emergency Generators 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, April 17, 2023, a duly posted and published Public Hearing was held by the Durham Town Council on the \$427,612.49 LPDM 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 #2023-07 authorizing the Acceptance and Expenditure of a FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management, for the Durham Emergency Generator Project, In the Amount of \$427,612.49 with a Required 25% Match of \$142,537.51 – for a total project cost of \$570,150.00 - and Authorize the Administrator to sign and submit Grant paperwork and all documents related to the Grant on behalf of the Town of Durham.

PASSED AND ADOPTED this 17th day of April, 2023, by a majority vote of the Durham Town Council with _____ affirmative votes, _____ negative votes , and _____ abstentions.

, Chair

Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

Pre-Disaster Mitigation Grant FFY 2022

Applicant: Town of Durham Grant Amount: \$427,612.49

Project: Durham Emergency Generators

All steps below are required to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Please complete and return this checklist and all Grant Agreement documents by **April 5, 2023** to:

NH.HM@dos.nh.gov

or

NH DOS/HSEM Attn: State Hazard Mitigation Officer, 33 Hazen Drive, Concord NH, 03305

Grant Agreement

Grantee signors complete the following:

- ☐ Block 1.5 – Best phone number to contact you
- ☐ Block 1.11 – Subrecipient Signatures
Have a **majority** of the Select Board sign in blocks 1.11
- ☐ Block 1.12 – Name & Title of Subrecipient Signor
Print names and titles of the signors
- ☐ Initial and date **each page of the Grant Agreement**
- ☐ Initial and date **Exhibit A, B, and C.**

Additional Required Documents

- ☐ Meeting Minutes- ****See SAMPLE MEETING MINUTES****
Minutes of the meeting documenting that the community's GOVERNING AUTHORITY accepted/approved the grant agreement. Ensure the minutes state **the community is accepting the grant agreement terms as presented**. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- ☐ What the grant is for
- ☐ Total project cost
- ☐ Amount of local match (25%)
- ☐ Copies of current Liability and Workers Compensation Insurance Certificates

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Durham (177383-B001)		1.4. Subrecipient Address 8 Newmarket Rd Durham, NH 03824	
1.5. Subrecipient Tel. # 603-868-5571	1.6. Account Number AU #43930000	1.7. Completion Date September 18, 2025	1.8. Grant Limitation \$427,612.49
1.9. Grant Officer for State Agency Natasha Cole, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4243	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: _____ On: / /		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

Subrecipient Initials: 1.) 2.)

3.) Date:

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Subrecipient Initials: 1.) 2.)

3.) Date:

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.) _____ 2.) _____

3.) _____ Date: _____

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Durham (hereinafter referred to as “the Subrecipient”) **\$427,612.49** for their project.
2. “The Subrecipient” agrees that the project grant period ends September 18, 2025 and that a final performance and expenditure report will be sent to “the State” by October 18, 2025.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 25% cost share (\$142,537.51) required by this grant.

Subrecipient Initials: 1.) 2.) 3.) Date:

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$142,537.51	\$427,612.49	\$570,150.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation LPDM-PJ-01-NH-2022-001			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Unique Entity Identifier (UEI): J69UGK3LMQJ4			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$427,612.49.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$427,612.49 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 19, 2022, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____



TOWN OF DURHAM

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

AGENDA ITEM: **# 13** TS

DATE: **April 3, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Charter

AGENDA ITEM: ANNUAL APPOINTMENTS OF CITIZENS TO VARIOUS TOWN
BOARDS, COMMISSIONS, AND COMMITTEES

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Durham Town Council

AGENDA DESCRIPTION:

Section 11.4 "Terms of Office" of the Durham Town Charter states that all terms of office for members of appointed boards shall begin on May 1 and end on April 30.

At the end of April, a number of vacancies will occur on various town boards, commissions, and committees. These vacancies have been advertised and posted on the outside bulletin board at Town Hall, the town web site, and published in the weekly "Friday Updates".

The following is a list of citizens who have indicated their interests in being appointed to various Town boards, commissions, and committees.

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Agricultural Commission				
	2 - Regular	4/26	Raymond LaRoche Jr.	Reappointment
		4/26	Alberto Manalo	Reappointment
	2 - Alternate	4/26	Bryan Cassidy	Reappointment
		4/26	Ellen Karelitz	Reappointment

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Conservation Commission				
	1 - Regular	4/26	Neil Slepian	Reappointment
	1 - Alternate	4/26	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Energy Committee				
	1 - Regular	No Terms	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Historic District/Heritage Commission				
	2 - Regular	4/26	Charlotte Hitchcock	Reappointment
			Michael Hoffman	Reappointment
	2 - Alternate	4/26		
		4/24	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Human Rights Commission				
	2 - Regular	4/25	Deborah Hirsch Mayer	New Appointment
		4/24	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Lamprey River Advisory Committee				
	1 - Durham Rep.	Expired	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Library Board of Trustees				
	3 - Alternate	4/24	Martie Gooze	Reappointment (previously held regular membership)
		4/24	No applicants	
		4/24	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Parks & Recreation Committee				
	2 - Regular	4/26 4/26	Cathy Leach Genevieve Brown	Reappointment Reappointment
	1 - Alternate	4/26	Myrta Janosz	New Appointment

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Planning Board				
	3 - Regular	4/26	Paul Rasmussen	Reappointment
		4/26	Sally Tobias	New Appointment
		4/25	Peyton McManus	Appointment from Alternate filling the unexpired term of Emily Friedrichs
	5 - Alternate	4/26	No applicants	
		4/26	No applicants	
		4/24	No applicants	
		4/25	No applicants	
		4/25	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Trustees of the Trust Funds				
	1 - Regular	3/12/2024	Thomas Bebbington	Filling the unexpired term of Craig Seymour
	2 - Alternate	4/24	No applicants	
		4/24	No applicants	

<u>BOARD/COMMITTEE</u>	<u># VACANCIES</u>	<u>TERM EXPIRES</u>	<u>APPLICANTS</u>	<u>REAPPT/NEW APPT.</u>
Zoning Board of Adjust.				
	1 - Regular	4/26	No applicants	
	2 - Alternate	4/26	No applicants	
		4/24	No applicants	

LEGAL AUTHORITY:

Section 11.1, subparagraphs A-E of the Durham Town Charter.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby ADOPT the above roster of citizen members to the various town boards commission, and committee vacancies indicated on the roster as presented/ as amended.

Karen Edwards

From: Karen Edwards
Sent: Tuesday, March 7, 2023 11:04 AM
To: Theresa Walker
Cc: Karen Edwards
Subject: Ray LaRoche

Theresa,

Ray LaRoche has indicated that he would like to continue on the Agricultural Commission for another 3-year term. His request will be before the Town Council in April. Please email me a recommendation that you would or would not approve of his re-appointment to the Agricultural Commission.

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
8 Newmarket Road
Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers

Karen Edwards

From: Theresa Walker <theresawalker@comcast.net>
Sent: Tuesday, March 7, 2023 4:21 PM
To: Karen Edwards
Cc: Ray LaRoche
Subject: RE: Ray LaRoche

Hi Karen – Raymond LaRoche is a highly valued member of the Agricultural Commission, having served as Vice Chair since the Commission was established in 2011. In addition, Ray is the primary host and coordinator of our Annual Farm Day event, is our liaison with the Strafford County Farm Bureau, and represents six generations of farming in Durham. I respectfully request Ray be reappointed to serve on the Ag Comm. Thank you, Theresa Walker

From: Karen Edwards <kedwards@ci.durham.nh.us>
Sent: Tuesday, March 7, 2023 11:04 AM
To: Theresa Walker <theresawalker@comcast.net>
Cc: Karen Edwards <kedwards@ci.durham.nh.us>
Subject: Ray LaRoche

Theresa,

Ray LaRoche has indicated that he would like to continue on the Agricultural Commission for another 3-year term. His request will be before the Town Council in April. Please email me a recommendation that you would or would not approve of his re-appointment to the Agricultural Commission.

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
8 Newmarket Road
Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers



Virus-free www.avast.com



Town of Durham

8 Newmarket Road
Durham, NH 03824-2898
Tel: 603/868-5571
Fax 603/868-1858
kedwards@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: ALBERTO B. MANALO

Date: MARCH 20, 2023

Address: 11 SUMAC LANE, DURHAM NH 03824-3215

E-Mail Address: ALBERTO.MANALO@COMCAST.NET

Telephone: 603-868-9883

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. AGRICULTURAL 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 Karen Edwards at kedwards@ci.durham.nh.us.

Karen Edwards

From: Theresa Walker <theresawalker@comcast.net>
Sent: Monday, March 20, 2023 3:02 PM
To: Karen Edwards
Subject: RE: Alberto Manalo

Hi - Alberto Manalo is a highly valued member of the Agricultural Commission, adding his knowledge of agricultural economics, food policy, and New Hampshire food producers to the Ag Comm's work. I respectfully request Alberto be reappointed to serve on the Ag Comm. Thank you, Theresa Walker

From: Karen Edwards <kedwards@ci.durham.nh.us>
Sent: Monday, March 20, 2023 9:31 AM
To: Theresa Walker <theresawalker@comcast.net>
Subject: Alberto Manalo

Theresa,

Alberto Manalo would like to be re-appointed to the Agricultural Commission. Please email me a recommendation as to whether you would like him to be re-appointed. Thanks!

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
8 Newmarket Road
Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers



Virus-free www.avast.com

Karen Edwards

From: Bryan Cassidy <bryancassidy77@gmail.com>
Sent: Wednesday, March 15, 2023 1:55 PM
To: Karen Edwards
Subject: Agricultural commission re-appointment

Hi Karen,

I'd like to be re-appointed to the Durham Agricultural Commission as an alternate! I would also like to change me address for that to 342 Dame Road Durham, NH 03824

Thank you

Bryan

Karen Edwards

From: Theresa Walker <theresawalker@comcast.net>
Sent: Wednesday, March 15, 2023 3:59 PM
To: Karen Edwards
Subject: RE: Bryan Cassidy

Hi Karen - Bryan Cassidy is a highly valued member of the Agricultural Commission, playing a lead role in many Commission initiatives, including the Food and Farm Mentors program and leading workshops on tree and bush pruning. I respectfully request Bryan be reappointed to serve on the Ag Comm. Thank you, Theresa Walker


From: Karen Edwards <kedwards@ci.durham.nh.us>
Sent: Wednesday, March 15, 2023 2:09 PM
To: Theresa Walker <theresawalker@comcast.net>
Subject: Bryan Cassidy

Theresa,

Bryan Cassidy would like to serve another term on the Agricultural Commission as an alternate. Please email me a recommendation as to whether you feel this would be a good re-appointment.

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
8 Newmarket Road
Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers

 Virus-free. www.avast.com

Karen Edwards

From: Ellen Karelitz <ellenkare51@gmail.com>
Sent: Tuesday, March 14, 2023 8:20 AM
To: Karen Edwards
Subject: Service on the Agricultural Commission

Dear Karen, I would like to continue my service on the Agricultural Commission as a regular member. Thank you, Ellen Karelitz

Karen Edwards

From: Ellen Karelitz <ellenkare51@gmail.com>
Sent: Tuesday, March 21, 2023 11:47 PM
To: Karen Edwards
Subject: Re: Agricultural Commission membership

Yes. Thanks

Sent from my iPhone

On Mar 21, 2023, at 2:47 PM, Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Ellen,

I just realized that your email to me about being re-appointed to the Agricultural Commission stated that you wanted to be a regular member. The commission does not have any openings for regular members as Ray and Alberto have both asked to be re-appointed. Is it ok with you to be re-appointed as an alternate member?

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
8 Newmarket Road
Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers

Karen Edwards

From: Theresa Walker <theresawalker@comcast.net>
Sent: Wednesday, March 15, 2023 4:00 PM
To: Karen Edwards
Subject: FW: Ellen Karelitz - CORRECTED

Hi – I just realized I had a typo in my statement of support for Ellen's reappointment, sorry. Here's the correct text:

Ellen Karelitz is a highly valued member of the Agricultural Commission, playing a lead role in many Commission initiatives, including the Food Friendly Yard campaign, leading workshops on gardening and food production, and opening her own farm to visitors on Farm Day. I respectfully request Ellen be reappointed to serve on the Ag Comm. Thank you, Theresa Walker

From: Theresa Walker <theresawalker@comcast.net>
Sent: Tuesday, March 14, 2023 12:18 PM
To: 'Karen Edwards' <kedwards@ci.durham.nh.us>
Subject: RE: Ellen Karelitz

Hi Karen – Ellen Karelitz is a highly valued member of the Agricultural Commission, playing a lead role in many Commission initiatives, including the Food Friendly Yard campaign, leading workshops on gardening and food production, and opening her own farm to visitors on Farm Day. I respectfully request Ray be reappointed to serve on the Ag Comm. Thank you, Theresa Walker

From: Karen Edwards <kedwards@ci.durham.nh.us>
Sent: Tuesday, March 14, 2023 8:25 AM
To: Theresa Walker <theresawalker@comcast.net>
Subject: Ellen Karelitz

Theresa,

Ellen Karelitz would like to be re-appointed to the Agricultural Commission for another term. Please email me a note of recommendation for her re-appointment. Thanks!

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
8 Newmarket Road
Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers

Karen Edwards

From: Neil Slepian <neil.slepian@gmail.com>
Sent: Wednesday, March 8, 2023 11:40 AM
To: Karen Edwards
Subject: Conservation Commission

Hi Karen,

Please note that I, Neil Slepian, would like to be re-appointed to the Conservation Commission as a regular member.

Please let me know if there is anything else I need to do.

Thank you,
Neil Slepian

Karen Edwards

From: Jake Kritzer <jake.kritzer@gmail.com>
Sent: Wednesday, March 8, 2023 4:40 PM
To: Karen Edwards
Subject: Re: Neil Slepian re-appointment

Hi Karen,

I would absolutely recommend Neil's reappointment. He has stepped in nicely and been a valuable contributor.

Best,
Jake

On Wed, Mar 8, 2023 at 11:46 AM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Jacob,

Neil has asked to be re-appointed for another term on the Conservation Commission as a regular member. Please email me a note as to whether you would recommend Neil for this appointment.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers

Karen Edwards

From: Charlotte Rose Hitchcock <charlotte.rose.hitchcock@gmail.com>
Sent: Thursday, March 9, 2023 12:09 PM
To: Karen Edwards
Subject: Term on HDC

Hi Karen,

In regards to my expiring term on the HDC/HC, I am willing to be reappointed as a regular member.

Yours,

Charlotte Hitchcock

Karen Edwards

From: Larry Brickner-Wood <revlarry77@gmail.com>
Sent: Thursday, March 9, 2023 8:34 PM
To: Karen Edwards
Subject: Re: Charlotte Hitchcock

Dear Karen,

Charlotte is an excellent andc invaluable member of the HDC/HC and is active, dedicated, knowledgeable and full of insight and wisdom. I highly recommend her for reappointment.

Larry

On Thu, Mar 9, 2023 at 12:30 PM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Larry,

Charlotte Hitchcock would like to be re-appointed to the HDC for another term. Please email me a recommendation of whether you would approved of this re-appointment or not.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers

Karen Edwards

From: Mike Hoffman <mike@hoffmanrpm.com>
Sent: Monday, March 6, 2023 7:31 PM
To: Karen Edwards
Subject: Re: HDC term

Thank you. Yes. I would like to continue to serve as a regular member on the HDC. Please let me know if you would like anything more formal than this response.

On Mon, Mar 6, 2023 at 4:43 PM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Mike,

As you are leaving soon, please let me know if you would like to renew your membership on the HDC for another 3 years. The Council will be making appointments their first meeting in April.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers

--

Mike Hoffman
603.817.8071

Karen Edwards

From: Larry Brickner-Wood <revlarry77@gmail.com>
Sent: Tuesday, March 7, 2023 11:06 AM
To: Karen Edwards
Subject: Re: Mike Hoffman

Dear Karen,

Good morning. Thank you for your note. Mike is an excellent member of the HDC/HC and we value his perspective, expertise, dedication and commitment. We welcome him back for another 3 year term!

Larry

Chair, Durham Historic District and Heritage Commission

On Tue, Mar 7, 2023 at 9:07 AM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Larry,

Mike Hoffman would like to serve another 3-year term on the HDC. His request for re-appointment will be before the Council in April. Please send me a recommendation as to whether you would like to continue to have him on the Council.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers



Town of Durham

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

RECEIVED
Town of Durham

MAR 22 2023

Administration Office

Application for Board Appointment

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

New appointment/regular member ☒
Reappointment/regular member ☐

New appointment/alternate 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 - some years ago
☒ SPOKEN WITH CHAIR/V CHAIR - with ~~De~~ ^{De} on 3/22/23 spoke to Janet Perkins
☒ BEEN RECOMMENDED FOR MEMBERSHIP

Name: Deborah Hirsch Mayer

Date: 3/22/23

Address: 19 Garden Lane, Durham

E-Mail Address: hirschmayer2@gmail.com

Telephone: 603-397-7730

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. Human Rights 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 Karen Edwards at kedwards@ci.durham.nh.us.

As the child of refugee immigrants from Nazi Germany, I grew up with sensitivity for the issues of those in a minority, those who are discriminated against, oppressed, and/or displaced. My desire to be involved and work for social justice was already evident in high school and grew further as I moved through young adulthood, first at Oberlin College, then living in the District of Columbia, and later in my twenties, as I earned master's degrees in social work and counseling at Washington University in St. Louis. Concern for the rights and well-being of others is a central to who I am.

I served on the town committee that made recommendations to make Light Up Durham more inclusive. I would like to serve on the Human Rights Commission to continue thinking and conversing about ways in which Durham can be more sensitive to and inclusive of minorities in our community and to be involved generally in human rights related issues that may arise.

In addition to my background described above: Professionally I worked as a clinical social worker and administrator in varied settings for many years, then segued into working as an educator. Currently in addition to working part-time as a tutor, I serve as one of Durham's three supervisors of the checklist, working to register voters between and during elections and to maintain our checklist in the online state voter base. After a two-year stint on the board of directors at the synagogue in Portsmouth, I have continued to serve on two standing committees. I also served two terms as the chair of the Friends of the Durham Public Library from 2018 – 2022. Membership on the Human Rights Commission is appealing because I can fulfill my drive to be of service and contribute, with a limited and thus reasonable time commitment.

Deborah Hirsch Mayer

March 22, 2023

Karen Edwards

From: Todd Selig
Sent: Thursday, March 23, 2023 5:06 PM
Cc: Karen Edwards
Subject: application for human rights commission - deborah hirsch mayer

Dear Members of the Council,

Because we are currently between chairpersons for the Durham Human Rights Commission (HRC), I reached out to Deborah Hirsch Mayer to talk with her about her interest in joining the HRC.

Deborah is the daughter of immigrants from Nazi Germany and has had an interest in human rights-related topics for many years.

She has attended past meetings of the HRC, most notably when the topic of the Annual Durham Tree Lighting was discussed several years ago. As part of the subsequent community conversation, she volunteered on the Town subcommittee that worked to develop an alternative model of celebration, now referred to as Frost Fest.

During the Town-wide conversation around celebrating Indigenous Peoples' Day at the local level in Durham, Deborah worked with the Community Church's Durham United to show support for the idea.

Deborah also participated about 18 months ago in the discussion before the HRC concerning Durham's recognizing a fuller spectrum of holidays and days of celebration based upon religious and cultural traditions of different groups/faiths.

I'm happy to recommend Deborah's candidacy for the HRC.

Todd

Todd I. Selig, Administrator
Town of Durham, NH
a: 8 Newmarket Road, Durham, NH 03824 USA
t: 603.868.5571 | m: 603.817.0720 | w: www.ci.durham.nh.us
He/him/his pronouns

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



Town of Durham

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

RECEIVED
Town of Durham

MAR 27 2023

Administration Office

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

27 March 2023

Name: MARTIE GOOZE

Date:

Address: 9 MEADOW ROAD

E-Mail Address: mtgoose@gmail.com

Telephone: 603-781-1111

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. where they need me
- 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 Karen Edwards at kedwards@ci.durham.nh.us.

Karen Edwards

From: Robin Glasser <book.woman11@gmail.com>
Sent: Monday, March 27, 2023 11:05 AM
To: Karen Edwards
Subject: Re: FW: Appointments for Alternates on Library Board of Trustees

Martha is a strong advocate for the Durham Public Library and she is highly recommended to fill the post of Alternate Trustee.

Robin Glasser,
Chair

On Mon, Mar 27, 2023 at 10:51 AM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Martie is here filling out the form now. Could you please email me a recommendation for her to become an Alternate. Thanks!

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers

From: Robin Glasser <book.woman11@gmail.com>

Karen Edwards

From: Cathy Leach <leachfam@comcast.net>
Sent: Sunday, March 12, 2023 2:28 PM
To: Karen Edwards
Subject: Parks & Rec Committee

Hi Karen --

I am writing to indicate my interest in being re-appointed to the Parks & Recreation Committee as a regular member.

Please let me know if you need any additional information.

Thank you.

Cathy Leach

Karen Edwards

From: Rachel Gasowski
Sent: Tuesday, March 21, 2023 4:52 PM
To: Karen Edwards
Subject: Re: Two questions

Hi Karen,

I recommend Cathy Leach be re-appointed to the Parks & Recreation Committee. Cathy has been an outstanding committee member and very supportive of the P&R department throughout her current term. It's without hesitation that I strongly support her reappointment.

Thanks
Rachel

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

Karen Edwards

From: Genevieve Brown <genbbrown@gmail.com>
Sent: Monday, March 13, 2023 8:48 PM
To: Karen Edwards
Cc: CATHY LEACH
Subject: Fwd: Parks & Rec Renewal

Hello Karen,

I am interested in continuing on the Parks & Rec Committee. Please let me know what is required from me in order to request a re-appointment.

Best,

Gen

----- Forwarded message -----

From: Cathy Leach <leachfam@comcast.net>
Date: Sun, Mar 12, 2023, 2:34 PM
Subject: Parks & Rec Renewal
To: genbbrown@gmail.com <genbbrown@gmail.com>
Cc: Rachel Gasowski <rgasowski@ci.durham.nh.us>

Hi Gen --

Hope you are doing well!

Just checking in that you received a letter from the Town about indicating your interest to continue on the Parks & Rec committee.

Think you'll need to contact Karen Edwards at kedwards@ci.durham.nh.us by March 20 to indicate your interest in being re-appointed as a regular member.

You may remember this is because you were initially appointed to fulfill the remainder of Nate Fitch's term when he moved to alternate member.

Thank you and let me know if you have any questions.

Cathy

Karen Edwards

From: Cathy Leach <leachfam@comcast.net>
Sent: Wednesday, March 15, 2023 9:14 PM
To: Karen Edwards
Subject: Parks & Rec Support for Gen Brown

To the Town Council:

I am writing to support the request of Genevieve Brown to continue serving as a regular member on the Parks & Recreation Committee.

Gen recently joined the committee to fulfill the remainder of another regular member's term. We are pleased to have her as a committee member.

Thank you.

Cathy Leach
Chair



Town of Durham

8 Newmarket Road
Durham, NH 03824-2898

Tel: 603/868-5571

Fax 603/868-1858

kedwards@ci.durham.nh.us

RECEIVED
Town of Durham

MAR 27 2023

Administration Office

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 (*Cathy Leach*)

☒ BEEN RECOMMENDED FOR MEMBERSHIP

Name: *Myrta Janosz*

Date: *3/22/23*

Address: *23 Durham Point Rd. Durham NH*

E-Mail Address: *janosz.myrta@gmail.com*

Telephone: *603-493-8497*

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. *Parks & Rec*

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:

To become more involved in the Northern community in a way that interests me.

Please provide brief background information about yourself:

Please provide brief background information about yourself:
 retired. Owner of a historic property in Durham and involved with the
 OHA. Former co-owner Cain & Tonusz Funeral Home. Former educator/
 admin early childhood ed; Enjoy hiking, kayaking, motorcycle riding, gardening
 Please provide below the names and telephone numbers of up to three personal references:

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

Name: Nancy Sandberg

Telephone: 603-842-7363

Name: Janet Mackie

Telephone: 603-397-7926

Name: Denise Day

Telephone: 603-534-7574

[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 Karen Edwards at kedwards@ci.durham.nh.us.

Karen Edwards

From: Cathy Leach <leachfam@comcast.net>
Sent: Wednesday, March 29, 2023 9:45 PM
To: Karen Edwards
Subject: Support for Myrta Janosz, Parks & Rec Committee

To the Town Council:

I am writing in support of the application from Myrta Janosz to become an alternate member of the Parks & Recreation Committee.

Myrta and I spoke, and she attended our committee meeting on 3/28. We expect her to be a contributing member of the committee.

Thank you.

Cathy Leach
Chair



Town of Durham

8 Newmarket Road
Durham, NH 03824-2898
Tel: 603/868-5571
Fax 603/868-1858
kedwards@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: PAUL RASMUSSEN

Date: 3-16-23

Address: 5 GLASSFORD LANE

E-Mail Address: PRASMUS@GMAIL.COM

Telephone: 570 620 7859

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

1. PLANNING BOARD
- 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)

Karen Edwards

From: Heather Grant <hcgrant51@gmail.com>
Sent: Friday, March 17, 2023 6:20 AM
To: Karen Edwards
Subject: Re: Paul Rasmussen

I recommend Paul as chair of the Planning Board.

Sent from my iPad

On Mar 16, 2023, at 2:51 PM, Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Heather,

Paul has requested to be re-appointed to the Planning Board for another 3-year term. I usually ask the chairs for recommendations on re-appointments, but since Paul is the Chair, I need to ask you. Please email me a note of recommendation regarding Paul's re-appointment to the Planning Board.

Karen

Karen Edwards
Administrative Assistant
Administrator's Office
Town of Durham
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Durham, NH 03824
(603) 868-5571
www.ci.durham.nh.us
She/her/hers



Town of Durham

8 Newmarket Road
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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: Sally Tobias

Date: February 7, 2023

Address: 107 Madbury rd
Durham NH 03824

E-Mail Address: sally.tobias@me.com

Telephone: 603-397-0802

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

1. Planning Board
- 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: With my Council term ending I would wish to continue serving my

With my Council term ending I would wish to continue serving my community on the Planning Board. I have learned a great deal about our community and it's particular needs and I hope the experience will be of value to Durham.

Please provide brief background information about yourself:

My family moved to Durham in 2014 and I soon became involved in community service. I have served on the Economic Development Committee, Conservation Committees, Agricultural Committee, Housing Task Force, Land Stewardship Subcommittee and the Town Council where I also served on the Planning Board as its representative(regular and alternate) . I have also been directly involved in the community group Celebrate Durham and the Wagon Hill Community Garden Steering Committee.

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

Name: Allan Howland

Telephone: 603-397-7617

Name: Wayne Burton

Telephone: 603-868-5037

Name: Renee Vannata

Telephone: 603-781-4074



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.

Karen Edwards

From: paul rasmussen <pnrasmus@gmail.com>
Sent: Wednesday, March 8, 2023 12:43 PM
To: Karen Edwards
Cc: Michael Behrendt
Subject: Re: Recommendation for Sally Tobias

I endorse Sally Tobias' application for regular member of the Planning Board. Her experience and opinions are valued elements of our discussions.

Paul Rasmussen

On Wed, Mar 8, 2023, 10:42 Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Paul,

Sally Tobias is applying to become a regular member of the Planning Board once her term as Councilor expires. Her application will be before the Council on April 3. Please email me a recommendation as to whether you support her continuing membership on the Planning Board.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers

Karen Edwards

From: peyton mcmanus <peyton_mcmanus@yahoo.com>
Sent: Tuesday, March 21, 2023 1:46 PM
To: Michael Behrendt
Cc: paul rasmussen (pnrasmus@gmail.com); Karen Edwards
Subject: Re: Planning Board regular position

Hi Michael, Paul and Karen,

Yes - I am interested in applying for a regular position.

Peyton

On Monday, March 20, 2023 at 11:45:37 AM EDT, Michael Behrendt <mbehrendt@ci.durham.nh.us> wrote:

Hi Peyton,

There should be a vacancy for a regular member of the Planning Board in April since Emily Friedrichs will most likely become a Town Council member (her term expires April 30, 2025). Are you interested in applying for it?

Karen,

If Peyton is interested he just needs to send an email, right?

Michael Behrendt

Durham Town Planner

8 Newmarket Road

Durham, NH 03824

(603) 868-8064

Karen Edwards

From: paul rasmussen <pnrasmus@gmail.com>
Sent: Tuesday, March 21, 2023 3:06 PM
To: Karen Edwards
Subject: Re: Peyton McManus

I approve of Alternate McManus becoming Regular Member McManus.

Paul Rasmussen

On Tue, Mar 21, 2023, 14:50 Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Paul,

Peyton McManus has requested to move from alternate to regular member on the Planning Board to fill Emily Friedrichs unexpired term. Please email me a recommendation if you feel that this request is appropriate.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

8 Newmarket Road

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers

Karen Edwards

From: Todd Selig
Sent: Monday, March 20, 2023 2:06 PM
To: Thomas Bebbington; Karen Edwards
Cc: external forward for meverngam
Subject: Re: Trustee of the Trust Funds appointment - application/request from Alternate TTTF
Tom Bebbington

Dear Karen,

Can you please try to schedule on the April 3rd agenda for the Town Council?

Thank you, Tom, for offering to step into the vacant position created by Craig Seymour's move to North Hampton.

Todd

Todd I. Selig, Administrator
Town of Durham, NH
a: 8 Newmarket Road, Durham, NH 03824 USA
t: 603.868.5571 | m: 603.817.0720 | w: www.ci.durham.nh.us
he/him pronouns

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

--

From: Thomas Bebbington <tpbebbington@mac.com>
Date: Monday, March 20, 2023 at 1:46 PM
To: Todd Selig <tselig@ci.durham.nh.us>
Cc: external forward for meverngam <MEverngam@aol.com>
Subject: Trustee of the Trust Funds appointment

Dear Todd:

I am writing today to request that I be appointed Trustee to finish the term of Craig Seymour, who will be resigning effective the end of this month. I understand that the Town Council must consider this appointment, and I respectfully request that it be included on the agenda for an upcoming meeting.

I believe I am well-qualified for this appointment after serving as an alternate Trustee for the past year. I have a background in finance, having worked in the home office of a large Boston-based insurance company for more than 14 years. I also serve as treasurer of both the local chapter (Maine, New Hampshire, Vermont) of my professional association, and of a community social and charitable organization. At my previous employer I also served on the committee that oversaw the pension plan, a position which has fiduciary duties similar to that of the Trustees.

I should note that I will be out of town on business for the next two upcoming Council meetings (on April 3 and April 17); if the Council wishes that I attend the meeting where the appointment will be discussed I would request that it be placed on the May 1 agenda.

Karen Edwards

From: Seymour <seymournh@comcast.net>
Sent: Monday, March 20, 2023 1:42 PM
To: Durham Town Council; Todd Selig; external forward for meverngam; external forward for bcote; ted.howard@unh.edu
Cc: Karen Edwards; tpbebbington@mac.com
Subject: Resignation from Trustees and Cemetery Committee

Dear members of the Council and my fellow Trustees:

I hereby tender by resignation from the Trustees of the Trust Funds, Chair of the Durham Cemetery Committee and member of the Downtown TIF District Advisory Board effective Friday March 24, 2023 after the Trustee's meeting. Susan and I have sold our house to a wonderful young family and after 45 years as residents, are leaving Durham to begin a new chapter of our lives in North Hampton, NH.

I leave these positions, after serving for 22 years, with a great sense of accomplishment. I feel that over the past two decades the Trustees have truly served the residents of Durham well while protecting and growing the funds entrusted to their care. It has been a true pleasure working with the current and past members of the Trustees, and with the numerous Council members that have served on the Cemetery Committee.

I have transferred my various files and records related to the Cemetery Committee to the Town and am working closely with Trustee Alternate Thomas Bebbington, allowing him to carry on the sale and recording of graves and burials. And of course, I will be available when called upon for any help that is needed.

Durham is a great community! We have enjoyed our long tenure here and wish everyone the best of luck in the future.

Sincerely

Craig Seymour
Chair, Durham Cemetery Committee
Trustee of the Trust Funds
110 Durham Point Road
cemetery@ci.durham.nh.us
seymournh@comcast.net



TOWN OF DURHAM

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

AGENDA ITEM: **# 14 TS**

DATE: **April 3, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: **PRESENTATION BY BRIAN F. GOETZ, WATER RESOURCES DIRECTOR/DEPUTY DIRECTOR OF PUBLIC WORKS, CITY OF PORTSMOUTH ON A REVISED CONSTRUCTION ACCESS DRIVE AT WAGON HILL FARM**

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Brian F. Goetz - Water Resources Director/Deputy
Director of Public Works
City of Portsmouth

AGENDA DESCRIPTION:

An amendment request was submitted to the Wetlands Bureau in November 2022 related to a revised construction access drive through the Town of Durham's Wagon Hill Farm. That route anticipated using the existing Wagon Hill driveway off Piscataqua Road (Route 4). After additional consultation with the Town of Durham and after receiving input from the Town of Durham's Land Stewardship Subcommittee, a revised access route through Wagon Hill is now proposed and was submitted to NHDES on March 21, 2023. See working draft "Exhibit A" as part of wetland application, which is also referenced in Temporary Access Agreement Draft between Portsmouth and Durham.

This new revised route proposes construction of a temporary stabilized access drive through the northeast corner of Wagon Hill Farm. The access drive will provide a separate access from Piscataqua Road/Route 4 for construction equipment and personnel. The revised route is proposed to address the Town of Durham's concerns

for the safety of the public using Wagon Hill Farm during the construction of the water main project.

The revised access route will separate the construction traffic from the public accessing Wagon Hill Farm by providing a dedicated access route for construction equipment. Trails in the southern portion of the access route will be closed while the temporary access drive is in place.

Durham and Portsmouth have worked to develop a temporary access agreement for use by Portsmouth to access the City's water line rather than utilizing the existing 40-foot deeded easement Portsmouth possesses across the Wagon Hill Farm property. The access agreement will ensure existing conditions along the temporary access route are documented, appropriate protections are in place for the duration of the project to protect the land, and restoration takes place per the Town of Durham's requirements.

LEGAL AUTHORITY:

Because this project is of short-term duration, so long as the Council has no concerns, Administrator Selig will execute the access agreement once final details are addressed.

LEGAL OPINION:

Attorney Naomi Butterfield from the Mitchell Municipal Group has reviewed and offered modifications to the access agreement which have been incorporated into the attached working copy.

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

Receive presentation from Brian F. Goetz, Water Resources Director/Deputy Director of Public Works, City of Portsmouth on a Revised Construction Access Drive at Wagon Hill Farm.

Discuss as necessary and provide guidance to the Administrator on whether any concerns remain.

TEMPORARY ACCESS AGREEMENT
WAGON HILL FARM
Working Draft as of 03.30.23

WHEREAS: the Town of Durham (the “Town”) owns certain land preserved for open space in order to provide healthful and attractive outdoor environment for work and recreation, and to conserve land, water, forest and wildlife resources located at Tax Map 215 Lot 19 in Durham, New Hampshire and more particularly described in a deed recorded at the Strafford County Registry of Deeds at Book 1240, Page 335, known as the Wagon Hill Farm (hereinafter “Wagon Hill Farm”).

WHEREAS: the City of Portsmouth (the “City”) owns an easement crossing the Property for the purposes of installing, maintaining, removing and replacing a water line installed by the United States Air Force and the United States Army Corps of Engineers in the late 1950s; and

WHEREAS, the City’s water line transports potable drinking water from the Bellamy reservoir in Madbury cross-country through Madbury, Durham, under the Little Bay, through Newington that is distributed throughout a regional water system that serves Portsmouth, Newington, Greenland, New Castle and portions of Rye; and,

WHEREAS, the City’s waterline enters into Little Bay through a parcel abutting Wagon Hill Farm, located at 180 Piscataqua Road, Tax Map 216, Lot 14 (the “Abutting Parcel”); and,

WHEREAS, the City plans to install a new section of water line under Little Bay, in addition to new valves and other associated infrastructure during the winter of 2023/24 in order to protect the integrity of the essential water supply (the “Project”); and,

WHEREAS, the Project is subject to New Hampshire Department of Environmental Services (NHDES) permitting; and,

WHEREAS, although the City, through its contractor(s), will utilize best practices to restore the disturbed salt marsh on the Abutting Property, the City anticipates the NHDES permit will require the City to re-enter the Abutting Parcel for a period of up to five (5) years following the completion of the Project to ensure successful restoration of the salt marsh.

WHEREAS, the Town’s near-term plans include the rehabilitation of the farmhouse and barn currently located on Wagon Hill Farm; and,

WHEREAS, the City’s water line currently supplies water to a fire hydrant located at the entrance to the Wagon Hill Farm; and,

WHEREAS, the Town desires to have potable water supplied to the barn and farmhouse by tying those structures to the City’s public water supply; and,

WHEREAS, the timing of the Project and the Rehabilitation Work, along with the location of the existing transmission main present an opportunity for the Town and the City to work cooperatively towards these mutual goals while preserving, protecting, and where necessary restoring the natural state of the Property.

NOW THEREFORE, in exchange for the mutual consideration contained herein, the Parties agree as follows:

The Water Supply:

1. The City agrees that, by the end of the Project, it will provide a water connection from the water line to provide potable water to the farmhouse and barn on the Wagon Hill Farm property in coordination with the Town. The Town agrees that, as a condition of accessing City water, the Town will be bound to the ordinary rules, regulations, and rates applicable to any other customer of the City water utility.

The Project:

2. **Areas of Access and Use:** The City owns an easement, recorded at the Strafford County Registry of Deeds at Book 622, Page 316, encumbering a portion of the Wagon Hill Farm.

The Town and the City mutually agree that although the City has an easement encumbering a portion of Wagon Hill Farm, the City agrees not to use the easement described above for access down to the property for work on this Project. Instead, the Town authorizes the City to use temporarily a different portion of Wagon Hill Farm, more particularly shown in the attached Exhibit A (the "Access Area"), for the purposes described herein. In the event during the archeological review or construction phases, any historic artifacts or structures are encountered in any portion of the Access Area, work in that area shall be suspended and the Town and the City shall mutually agree upon an alternative route or approach as soon as reasonably practicable. The parties acknowledge that any alternative route is subject to approval by New Hampshire Department of Environmental Services.

3. **Use:** The City and its contractors shall make use of the Access Area during the hours of 7 AM - 4:30 PM Monday through Friday for the purposes of pedestrian and vehicular access and egress, for clearing, cutting and removing any and all brush or other natural obstructions, and for constructing, maintaining, plowing and otherwise utilizing a temporary vehicular pathway. Access hours may be modified on a case-by case basis by mutual written agreement of the Parties. No trees larger than 1" DBH shall be removed from within the Access Area without the written authorization of the Durham Tree Warden. Any trees, canopies, root systems, etc. within the construction area which, in the opinion of the Durham Tree Warden, have the potential to be damaged during construction shall be protected using ANSI A300 Construction Management and International Society of Arboriculture tree protection methods and standards, as approved by the Durham Tree Warden. This

vehicular pathway shall be constructed in accordance with all approvals and requirements as defined by that certain permit to be issued by the New Hampshire Department of Environmental Services in connection with the City's Work as well as the New Hampshire Department of Transportation as applicable. The City shall also have the right and obligation to remove the temporary vehicular pathway and restore the Access Area to the pre-construction condition inclusive but not limited to grading, loaming, seeding (*with Town's specified seed mix*) with establishment of growth and coverage the responsibility of the City in a condition at least comparable to the conditions existing immediately prior to construction.

4. **Term:** Except as modified herein, the City's permission to access the described portion of Wagon Hill Farm for purposes of completing the Project and the related restoration activities shall commence as agreed upon by the Town and the City and shall expire upon the City's restoration of the Access Area, which shall occur not later than December 31, 2024. Do to the limits of the bidding and construction timeframe, if the project cannot commence in 2023 then the City may request that this deadline be extended until December 31, 2025.

Restoration:

5. **Documentation of the Condition of the Property:** The City shall be responsible for recording the condition of the Access Area through photographic and video documentation and submitting copies to the Town prior to commencement of work. This documentation shall constitute the "Restoration Conditions". A preconstruction meeting shall be held with the City, Town, and project contractor representatives, at which time the edge of gravel roadway layout and laydown areas will be staked for review. The Town will also be included in project construction meetings, communications, etc., which will allow the Town to stay current on project progress and issues that may impact Wagon Hill Farm activities.
6. **Restoration of the Property:** The City shall have the obligation to restore the Property to the Restoration Conditions. Restoration shall occur immediately following substantial completion of the pipeline construction project, subject to weather and seasonal limitations, unless otherwise directed by the Town which may include modifying the restoration plan within the Access Area or scheduling the removal and restoration at a time most convenient for the Town. The City shall ensure the Access Area is restored to its original condition as documented by the Town and shall obtain as a condition precedent to the execution of any contract for services related to work in the Access Area, a performance bond in the full amount of the contract to cover all costs of restoration to the Area to pre-construction condition.
7. **Restoration of the Salt Marsh:** The Town agrees to provide the City with access over Wagon Hill Farm to the Abutting Parcel if NHDES requires the City to conduct ongoing restoration of the salt marsh. This ongoing

restoration shall be for a term of up to five (5) years from completion of the Project. The Parties may enter into a revised Access Agreement for the Ongoing Restoration, but in the absence of a Agreement the terms of the Access Agreement contained herein shall apply, including restoration of the site to pre-construction condition inclusive but not limited to grading, loaming, seeding (*with Town's specified seed mix*) with establishment of growth and coverage the responsibility of the City in a condition at least comparable to the conditions existing immediately prior to construction.

8. Notice: The City shall provide notice to the Town's Director of Public Works and Administrator when City receives the Permit, and when the City assumes control and use of the Access Area and again when it returns the Access Areas to the Town's control and use. In the event of a material breach of the terms of this agreement by the City, the Town shall provide written notice to the City detailing the nature and extent of the breach. The City shall then have ten (10) days from receipt of such notice to correct the breach or to provide adequate assurances acceptable to the Town, such acceptance not to be unreasonably withheld. If the City does not comply with the provisions of this paragraph, the Town shall have the right to terminate this agreement.
9. Insurance: City agrees that the City will require that prior to commencing work on Town property the that any Contractor(s) it retains will demonstrate they carry general liability policy with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate which will protect it, the City and the Town of Durham, its officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The City will require that all such policies shall list the Town as an additional insured on a primary and non-contributory basis. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below

The City agrees it will also require all contractors to provide proof of automobile insurance coverage in an amount satisfactory to the Town, also listing the Town as an additional insured in a non-contributory basis. The City will also require that the Contractor demonstrate that it carries workers compensation insurance coverage meeting the State of New Hampshire required limits and providing employer's liability coverage.

The City shall be solely responsible for compliance with RSA 447:16.

10. **Indemnity:** The City further agrees that it shall require the Contractor to indemnify, save, defend and hold harmless the Town, including its officials, agents employees, and volunteers (“Indemnified Parties”) from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or resulting from the Project to the fullest extent permitted by law.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor’s officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship. The Town shall not be required to defend or indemnify the City, any contractor or subcontractor or any professional service provider.

The Contractor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Parties agree the City’s obligations under this section are applicable only to the Project and the City’s related restoration activities.

11. **Maintenance of Area:** During the term of the Access Agreement, City shall maintain the Access Areas in a safe, neat, and orderly fashion and shall take such actions as are necessary following review and approval by the Town to protect the public safety. The City shall secure the perimeter of the Access Areas and take such other measures as may be necessary following review and approval by the Town for pedestrian and vehicular safety during use of the Access Area. The Parties agree the City’s obligations under this section are applicable only to the Project and the City’s related restoration activities.
12. **Damage:** City agrees to remedy any damage to the Access Areas caused by the City’s activities. The work will be performed by City to the Town’s specifications and survive the terms of this Access Agreement. The Town, at its option, may elect to accept reasonable reimbursement from the City in lieu of remedy.

Pedestrian Access:

13. In order to conduct ongoing maintenance of the water line, the related valves and other infrastructure on the abutting parcel, the Town will permit the City, its agents, officers and employees to access the Wagon Hill Farm pursuant to the rules generally applicable to the Town’s guests accessing

the Property. This includes permitting the City to park vehicles within designated parking areas, and permitting the City pedestrian access to the Abutting Parcel. This access shall continue in perpetuity, but may be revoked at any time without cause by the Town upon thirty (30) days' written notice to the City.

Miscellaneous:

14. **Compliance with Other Laws:** This Agreement does not relieve City from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the Town's discretion, result in revocation.
15. **Governing Law and Venue:** This Agreement is governed by and shall be construed in accordance with the laws of the State of New Hampshire and the parties agree that venue for any suit brought to enforce any term of this Agreement shall be in the Superior Court County of Rockingham, New Hampshire.
16. **Notice:** Notices required under this agreement shall be sent to the following addresses:

If to the City:

Brian Goetz
Director of Water Resources/Deputy Director of Public Works
City of Portsmouth Public Works
680 Peverly Hill Road
Portsmouth, NH 03801

If to the Town:

Richard Reine
Public Works Director
Public Works Department
100 Stone Quarry Drive
Durham, NH 03824

Dated this _____ day of _____, 2023

Town of Durham

By: _____
Todd I. Selig, Administrator

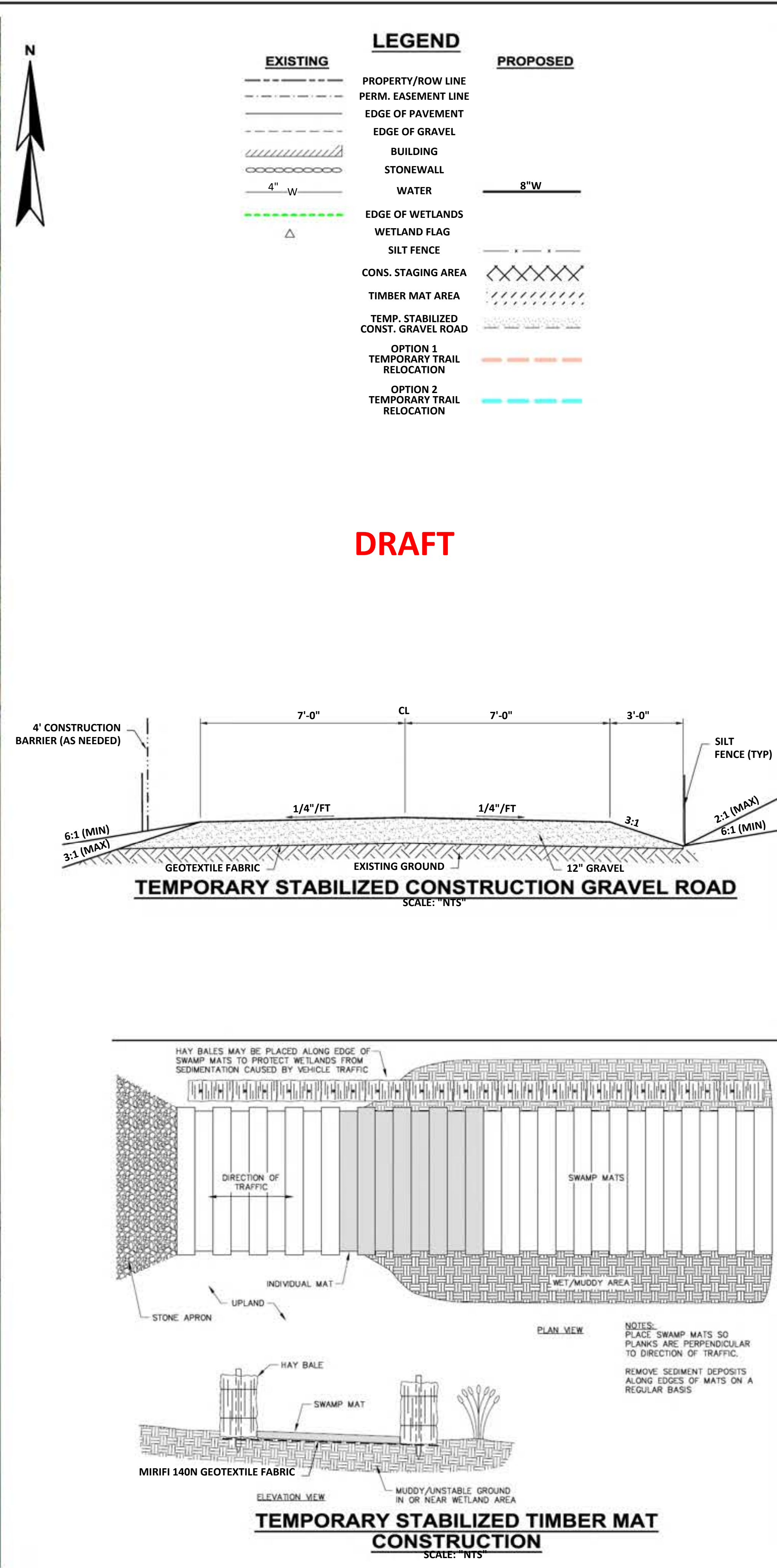
Dated this _____ day of _____, 2023.

City of Portsmouth

By: _____
Karen S. Conard, City Manager



CONSTRUCTION ACCESS PLAN - DURHAM
SCALE: 1"=125'



SUBMISSIONS/REVISIONS		NO	DATE
		1	3/29/2023
		2	3/29/2023
		3	3/29/2023
		4	3/29/2023
		5	3/29/2023
		6	3/29/2023
		7	3/29/2023
		8	3/29/2023
		9	3/29/2023
		10	3/29/2023

DESIGNED BY:	W. EDGAR
CAD COORD:	W. EDGAR
CHECKED BY:	
DATE:	
APPROVED BY:	
DATE:	03/29/2023
PROJECT NO.:	14202A

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CITY OF PORTSMOUTH
SUBAQUEOUS WATER TRANSMISSION MAIN
LITTLE BAY, DURHAM-NEWINGTON
NEW HAMPSHIRE

LICENSE AGREEMENT EXHIBIT A
WAGON HILL FARM CONSTRUCTION ACCESS PLAN

DRAWING

EXHIBIT A



TOWN OF DURHAM

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Durham, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

AGENDA ITEM: **# 16A** *TS*

DATE: April 3, 2023

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Charter

AGENDA ITEM: ANNUAL APPOINTMENTS OF COUNCIL REPRESENTATIVES TO TOWN BOARDS, COMMISSIONS, AND COMMITTEES

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Section 11.1, subparagraphs A-E of the Durham Town Charter addresses the procedure for appointment of Town Council representatives each year to various town boards, commissions, and committees. In addition to those appointments outlined in the Charter, there are other town working committees that Council representatives serve on for one-year terms.

CHARTER/ADMINISTRATIVE CODE-ESTABLISHED BOARDS

Council representatives shall be made to the following standing Town Boards, Commissions, and Committees for one-year terms:

<u>COMMITTEE</u>	<u>COUNCIL REPRESENTATION</u>	<u>TERM EXPIRES</u>	<u>MEETING NIGHTS & TIMES</u>
Cemetery Committee	3 reps.	03/24	As needed
Conservation Commission	1 rep.	03/24	4 th Monday of each mo./7:00 PM
Historic Dist./Heritage Commission	1 rep.	03/24	1 st Thursday of each mo./7:00 PM
Parks & Rec. Committee	1 rep.	03/24	4 th Tuesday of each mo./7:00 PM
Planning Board	1 reg. rep. 1 alt. rep.	03/24 03/24	2 nd and 4 th Wednesday of each mo./7:00 PM

TOWN WORKING COMMITTEES

Council representatives shall be made to the following Town working committees for one-year terms:

<u>COMMITTEE</u>	<u>COUNCIL REPRESENTATION</u>	<u>TERM EXPIRES</u>	<u>MEETING NIGHTS & TIMES</u>
Agricultural Commission	1 rep.	03/24	2 nd Monday of each mo./7:00 PM
Energy Committee	1 rep.	03/24	1 st Tuesday of each mo./7:00 PM
Housing Task Force	1 rep.	03/24	2 nd Monday of each mo./10AM
Human Rights Commission	Council Chair	03/24	As needed
Integrated Waste Management	1 rep.	03/24	1 st & 3 rd Wednesday of each mo./8AM
Land Stewardship Subcommittee (subcommittee of the Cons. Commission)	1 rep.	03/24	4 th Tuesday of each mo./8:30 AM

Based upon appointment choices received from Councilors, attached is a slate of choices submitted by Council members indicating their selection(s) for appointments to various town boards, commissions, and committees. Once the Council has discussed and decided which Council members will fill the vacancies, a motion can be made to adopt the slate as presented or as amended.

LEGAL AUTHORITY:

Section 11.1, subparagraphs A-E of the Durham Town Charter.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby ADOPT the attached slate of Council member representatives to the various town board, commission, and committee vacancies as presented/amended.

COUNCILOR SELECTIONS FOR TOWN BOARDS & COMMITTEES - 2023

<u>Committee</u>	<u># of Council Reps.</u>	<u>Councilors Currently Serving</u>	<u>COUNCILOR SELECTIONS</u>	<u>Councilors Appointed</u>
Agricultural Commission	1 rep.	E. Lonske	E. LONSKE	
Cemetery Committee	3 reps.	J. Lawson S. Needell E. Lonske	E. LONSKE E. LUND J. LAWSON S. NEEDELL	
Conservation Commission	1 rep.	C. Welsh	C. WELSH	
Energy Committee	1 rep.	J. Lawson	W. BURTON	
Historic Dist./Heritage Commission	1 rep.	E. Lund	E. LUND	
Housing Task Force	1 rep.	Vacant	C. HOTCHKISS W. BURTON	
Human Rights Commission	1 rep.	Council Chair	COUNCIL CHAIR	
Integrated Waste Management Advisory Committee	1 rep.	C. Welsh	C. WELSH	
Land Stewardship Subcommittee	1 rep.	S. Needell	S. NEEDELL W. BURTON	
Parks & Recreation Committee	1 rep.	J. Friedman	J. FRIEDMAN W. BURTON	
Planning Board	1 reg rep.	Vacant	E. FRIEDRICHS	
	1 alt. rep.	C. Hotchkiss	C. HOTCHKISS	



TOWN OF DURHAM

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www.ci.durham.nh.us

AGENDA ITEM: **# 16B** *TS*

DATE: April 3, 2023

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: INITIAL DISCUSSION REGARDING THE PROCESS FOR
DEVELOPMENT OF TOWN COUNCIL GOALS FOR 2023/24

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

This item was placed on the agenda so that the Council may begin discussing the process for the development of its goals for the upcoming year.

Attached for the Council's information and review are the 2022/23 Town Council goals adopted on May 16, 2022, which include the Administrator's status update report (as of 12/31/22) regarding those goals. Goals typically look ahead to the next 1-3 years.

Councilors should begin to consider whether or not to amend the current goals list, and if so, what items will need to be added, removed, or changed in order to keep the listing up-to-date and in keeping with the broad perspective of the Council. In recent years, the Council and Administrator have undertaken goal setting as part of a more consensus-building process.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal motion is required at this time. Discuss and determine the process for developing the Council's goals for FY 2023/24.



TOWN OF DURHAM
8 Newmarket Road
Durham, NH 03824-2898
603.868.5571
www.ci.durham.nh.us

2022-2023 Council Goals *

***Approved by Town Council on 5-16-2022
- Rolling Quarterly Goals Update as of 12/31/22 -***

Mission

To provide ongoing stewardship for the Durham community including effective and efficient municipal services.

Core Values

- Transparency
- Integrity
- Respect
- Excellence
- Resilience
- Justice

Action Goals

(Note: These goals are intended to convey a 1- to 3-year time horizon and assume but do not list all baseline activities.)

Ensure smooth and, to the extent possible, transparent functioning of Town government.

- Update software/systems as needed including working toward providing municipal e-mail addresses for Town Councilors and board/commission Chairs.
- ❖ Durham is taking steps to allow for external addresses to be added to the Microsoft tenant. Three things prevent us from moving forward: 1) We're still using our legacy exchange server in hybrid mode for send and receiving mail as well as management of users in the active directory (AD) and azure active directory; 2) Our mail records currently point to our Barracuda ESG, which does not natively handle mail signing, scanning, DKIM, DMARC, SPF or most modern mail technologies. It does, however, still serve as the main filter point for spam and phishing email protection. This needs to be removed and records repointed before mail will flow 100% through Microsoft 365; 3) Our AD environment is both legacy and splintered. We are working to combine domains within our forest to a single root and eliminate all sub-domains, which will make the move to a domain-less identity and authentication system all the easier. Domain management currently involves

too many unknowns to pull in outside guests (councilor, board/committee/commission chairs, etc.) and properly secure them against abuse. Once these three items are addressed, we should be able to offer everyone ci.durham.nh.us (or more likely durhamnh.gov, which we have earlier this year secured to facilitate the future transition) addresses on demand without having to slog through legacy infrastructure. **Ongoing.**

- ❖ Investigating options for electronic solid waste permitting system at Durham Public Works offices to include Point of Sale (POS) and credit card payment options for bulky waste, freon appliances, etc. customer payment. **Ongoing.**

Continue monitoring the COVID-19 pandemic using information available from state and Federal agencies.

- Convey timely information to the community as appropriate.
- ❖ **Complete.** We will revisit as necessary if Covid-19 trends change.
- Ensure the Town has an adequate supply of Personal Protection Equipment for its emergency services and Town staff.
- ❖ **Complete.** We continue to have face masks and hand sanitizer available in all facilities for staff and the general public. Departments are equipped as needed.

Conduct planning necessary to protect public health and safety and provide ongoing service continuity given the anticipated impacts of climate change and other trends.

- Update Fire Department Strategic Plan and continue to plan for future fire department facility needs, including a new station on Water Works Road, and evaluate opportunities with surrounding communities regarding the potential for shared emergency services as appropriate.
- ❖ Due to ongoing demands and minimal staffing the Fire Department Strategic Plan is moving forward at a slow pace. **Ongoing.**
- ❖ A pad has been reserved for a future new public safety facility (Fire, UNH Police, McGregor Memorial EMS) on Water Works Road but at this time neither Durham nor UNH have the funding necessary to move ahead and we've been unable to locate/secure grant funding to offset this cost. **On Hold.**
- ❖ Durham and Madbury have had early conversations around greater collaboration/partnership for emergency fire service delivery and we hope

to pursue further in the coming 12-months. The Board of Madbury Selectpersons have discussed with the Chief in Madbury concerning engaging consulting services to assist with evaluating collaborative possibilities and Durham has offered to partner in the effort. **Ongoing.**

- ❖ We continue to work with Strafford County and UNH Re: the town's new LMR infrastructure. A portion of the system will be located on the WUNH Tower, which is a significant benefit for the combined community serviced by the node (An MOA has been developed to facilitate this relationship with UNH.). The project is underway. **Ongoing.**
- Move forward with the Land and Mobile Radio (LMR) emergency communications upgrade to municipal infrastructure.
 - ❖ Project is moving forward supported by a Congressionally Allocated Spending Request totaling \$900,000. Motorola & 2-Way Communications are the lead contractors. Hardware purchased, cabinets being readied for installation, hard work at tower sites still to come. Project likely at 67% completion. **Ongoing.**
- Move forward with emergency generator enhancements for critical infrastructure.
 - ❖ Secured a Congressionally Allocated Spending Request totaling \$535,000 to support emergency generator upgrades/ replacements at several Durham facilities to include our police, public works, and several municipal wells. Project in early stages. DPW provided the FEMA Benefit/Cost analysis as required and through this process demonstrated an economically viable project. DPW is awaiting the formal approval, which will allow commencement of project design, permitting, bidding and construction. We await next steps for NH HSEM. **Ongoing.**
- Continue to monitor and evaluate the reliability, capacity, and functionality of public water, wastewater, and stormwater services, and move ahead with associated capital initiatives as appropriate.
 - ❖ The Durham Public Works Department and subsurface exploration contractor, Miller Engineering and Testing, Inc. recently completed six (6) individual subsurface explorations on Bennett Road surrounding the LaRoche, Woodman, and Corsey Brook culverts. Previously the Town of Durham, working with Engineering consultant CMA Engineers, completed conceptual designs and cost estimates for the three culverts on Bennett Road, which include LaRoche, Woodman and Corsey Brooks. Each of these structures exhibited several substantial deficiencies including a preliminary finding that the existing roadway is below the mapped FEMA 100-year flood Elevation for the Corsey and Woodman structures and highly susceptible to

roadway flooding. In addition, the Woodman Brook crossing includes dry-laid stone retaining wall structures at the culvert and along the adjacent roadway approach which is in poor condition and requires attention prior to failure. **Ongoing.**

- ❖ DPW has included a request for \$2.5 million dollars in funding within a Congressionally Directed Spending Request through United States Senator Shaheen's office and we're pleased to report that the project has been viewed favorably and has been submitted by Senator Shaheen for the FY2023 appropriations process, which will now be reviewed by the appropriations committee to determine if the project will be funded. To this end, on August 1, 2022 Senator Shaheen announced the inclusion of \$2,040,000 of funding proposed for federal fiscal year 2023 to implement improvements on Bennett Road to address flooding and public safety issues associated with stormwater management and insufficient roadway elevation relative to existing 100 year flood elevation. The Town awaits completion of the federal FY 2023 budget process with inclusion of this CDR which is required prior to funding distribution. **Ongoing.**
- ❖ The Madbury Road project also addresses myriad water, wastewater, and stormwater deficiencies. The project has 4 distinct phases with multiple contracts spanning FY23-FY26. The first phase of this project includes replacement and rehabilitation of 4 major culverts on Madbury and Edgewood Road along with substantial water and sewer line replacement. Phase I Project design is progressing on schedule with wetland permitting packages complete and under review. The Town was successful in securing both SRF loans, ARPA funds and both 15% and 10% of principal forgiveness for sewer and stormwater improvements, respectively. **Ongoing.**
- ❖ Construct improvements to the failing corrugated metal pipe (CMP) culvert located on Ross Road conveying Ellison Brook. This project is funded through ARPA and is currently nearing final design with NHDES wetland permit submittals planned over the next 30 days. **Ongoing.**
- ❖ Construct improvements to Wagon Hill Farm bridge to replace existing eroding trail and wooden boardwalk system in disrepair – targeted for 2023/24. **Ongoing.**
- ❖ Continue to review and monitor Portsmouth water main replacement project to ensure all terms and conditions of municipal agreement are met and restoration of project site is completed to Town's satisfaction consistent with agreed upon plan. **Ongoing.**

- ❖ Continue Foss Farm and Beech Hill Tank mixing system design and installation to improve water quality through decreased tank stratification, and water age. Complete NHDES required tank inspection and cleaning as necessary prior to tank mixing system installation. **Ongoing.**
- ❖ Construct the Emerson Road water main replacement project, which replaces the end-of-life water main on Emerson Road, from Madbury Road to the western entrance of Littlehale Road, inclusive of improvements to the limited closed drainage system. Pavement of road following water main replacement is included in the FY 2023 Road Program. **Ongoing.**
- Update land use and other regulations as necessary to ensure local resilience associated with climate change.
 - ❖ In process of updating 2017 Hazard Mitigation Plan through Strafford Regional Planning Commission (SRPC). This will inform other potential local code/regulation changes and/or modifications in the future. Draft forwarded to FEMA for review in December 2022. Awaiting feedback, therefore this item is **Ongoing, though nearly complete.**
- Take steps as necessary to ensure Durham's IT infrastructure remains secure from cybersecurity threats and other challenges.
 - ❖ Working to hire an additional full-time IT professional to supplement Durham resiliency in all areas. Finalists are being considered. Interviews to occur in January 2023. **Ongoing, though nearly complete.**
 - ❖ IT Dept. is pursuing external grant funding to support additional training/evaluation as well for staff across departments. We have been unsuccessful to date as of December 2022. **Ongoing.**

Pursue long-term economic sustainability and resiliency, anticipating the community's, the region's, and the nation's economic characteristics and opportunities.

- Task the Administrator with meeting the following: 1) Holding the municipal tax rate at the 2022 level or less. 2) Continue to make an effort to control spending, enhance revenues, broaden the tax base, and explore innovative ways to stabilize or reduce the municipal tax rate.
 - ❖ FY 2023 budget development/adoption process is **COMPLETE** and went very smoothly despite many fiscal challenges.
- Work to secure available external grant funding opportunities.
 - ❖ See grant highlights throughout this document.

- Support as appropriate the efforts of local businesses, the Durham Business Association, and Celebrate Durham as they plan and host events and activities intended to maintain and enhance a vibrant downtown Durham.
 - ❖ These organizations have not been very active in 2022. The Town largely through Parks & Rec., has organized Memorial Day, Durham Day, the Farmers' Market, and the Halloween Trick-or-Treat event downtown. A successful Frost Fest was held downtown in December. **Ongoing.**
- Start to develop a plan for the re-development of 66 Main Street.
 - ❖ Business permit parking moved to top of parcel. Utilized by the Durham Farmers' Market this past summer on Mondays from Spring through the first week in October. The Urban Land Institute could host a charette for Durham regarding possibilities for the future of the parcel for around \$10,000. See more at <https://ulidigitalmarketing.blob.core.windows.net/ulidcnc/sites/41/2020/03/ULI-Boston-TAP-Application-FY21.pdf>. Otherwise, staff have been preoccupied with other matters and have not had an opportunity to devote resources again to this parcel. In 2023, we plan to begin to discuss the active redevelopment of the site, perhaps reconvening the informal working group that met earlier to discuss a prospective project. Given the pandemic, economic conditions, and just having created the parking lot, we are likely several years away from seeing a redevelopment at the site. **Ongoing.**
- Continue to work toward defining and addressing downtown parking challenges to support local businesses, the diversification of downtown housing opportunities, and the expansion of the tax base.
 - ❖ Several minor modifications/enhancements to the downtown parking meter program have been undertaken in 2022 to support more efficient use of downtown parking. Post-pandemic, there is less demand for parking within the downtown area. It is unknown whether this trend will correct in the years to come as many UNH faculty/staff only come to town 2-3 days per week versus 5 days per week in the past. **Ongoing.**
 - ❖ The legacy parking kiosks downtown and throughout Durham will need to be replaced in the coming three years. 9 (out of 27) kiosks are targeted for 2023 while the DPD also explores App-based technology to integrate alongside (and to potentially replace in targeted areas) our kiosk system. The new kiosks will be amenable to "tap" based phone technology. **Ongoing.**
 - ❖ Continue to work with large downtown property owners and prospective businesses (restaurants, brewpubs, retail stores, personal services, offices) to bring new businesses, expanded non-student housing choices, and desirable development downtown, consistent with local zoning. **Ongoing.**

Pursue long-term environmental sustainability and resiliency taking into account existing and predicted impacts of climate change in multiple areas including drinking water, agriculture, food, society, transportation, ecology, and economy.

- Take steps that reflect Durham’s commitment to the mission of the Global Covenant of Mayors for Climate and Energy (GCOM), to include the development of a Climate Action Plan (CAP) to reduce Durham greenhouse gas emissions 68 million pounds (35.5%) by 2030, enabling Durham to be more resilient in the face of anticipated impacts associated with climate change.
 - ❖ Our CAP developed by UNH Sustainability Fellows and Town working group was approved by the Town Council on 10/17/22 and submitted to GCOM for feedback and finalization. **Complete.**
 - ❖ Energy Committee working to shepherd Durham’s participation in the Community Power Coalition of NH with the goal of providing a cleaner/greener and no more expensive source of power to Durham residents/businesses. **Ongoing.**
 - ❖ Energy Committee working to support Durham residents/businesses in various weatherization/efficiency/education measures designed to lower collective greenhouse gas emissions. **Ongoing.**
 - ❖ Pursuit of external grant funding for additional EV charging stations to support electric vehicles. One grant submitted was not approved; seeking additional grant opportunities as they arise in conjunction with UNH. **Ongoing.**
 - ❖ Currently advertising for our 2023/24 UNH Sustainability Fellow in conjunction with the UNH Sustainability Institute. **Ongoing.**
- Support efforts of the Integrated Waste Management Advisory Committee, Agricultural Commission, and Public Works to increase composting and reduce municipal solid waste landfill use and Durham’s carbon footprint.
 - ❖ Integrated Waste Management Advisory Committee working with DPW to evaluate ways to decrease solid waste, enhance recycling, and offer expanded household/business composting programs. **Ongoing.**
 - ❖ Durham Public Work and the IWMAC have begun to evaluate implementation of automated collection options for solid waste, inclusive of a volume based collection program, along with recycling collection to align with planned replacement of solid waste collection vehicles in fiscal years 2024 and 2025. **Ongoing.**

- Adopt a solar ordinance updated to more effectively govern the placement of solar panels that supports a range of community priorities.
 - ❖ Following a public forum of its own, a revised ordinance draft was presented to the Town Council by Town Councilor Jim Lawson and referred by Council to Planning Board for review/comment. Recommendations from the Planning Board and Energy Committee will be taken up by the Council beginning in January 2023, to include a public hearing as part of the ordinance adoption process. Continue discussion and first reading scheduled for January 9, 2023. **Ongoing.**
- Support ongoing improvement of pedestrian and bicycle connectivity and access to public transportation.
 - ❖ Madbury Road project is being designed with a Complete Streets philosophy. Complete Streets is an approach to planning, designing, building, operating, and maintaining streets that enables safe access for all people who need to use them, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Several public outreach efforts have been undertaken by DPW including a presentation to the Town Council in October. Highlights of the Complete Streets approach include the proposed inclusion of traffic calming median islands and pedestrian refuge areas, expanded sidewalks, inclusion of a multi-use path, pedestrian bump out and roadway neck downs, and improved lighting. **Ongoing.**
 - ❖ We will continue to discuss optimal strategies for enhancing pedestrian and bicycle activity and seek ways to make small site-specific improvements wherever feasible. **Ongoing.**
- Work toward the removal of the Mill Pond Dam on the Oyster River, including engineering plans and pursuit of external funding, and through community input and outreach, plan for the use of the resulting public open space to incorporate opportunities for gathering and recreation as well as recognition of the location's deep historical significance in the pre-Colonial, Colonial, and Modern eras.
 - ❖ DPW has been diligent in seeking grant opportunities to help offset the cost of the project, as well as working with VHB on early engineering/design work, and the start of the Section 106 historic mitigation process (first official meeting on 10/20/22) required by the Army Corps of Engineers to comply with state/federal permitting processes. Grant opportunities include a Critical Flood Risk Infrastructure (CFRING) totaling \$284,226 (formally awarded to Durham), Watershed Assistant Grant for \$150,000, National Fish and Wildlife Federation (NFWF) Natural Coastal Resilience Grant (\$3+ million), and NOAA Habitat Restoration & Coastal Resilience – Fish Passage through Barrier Removal. In December 2022, we learned that NOAA is

recommending Durham receive \$3,537,201 over three years for a project that will remove the dam and also fund a feasibility study and installation of a fish ladder at the Town/University of New Hampshire water supply dam up the river. **Ongoing.**

- Support local and regional efforts to promote and improve the long-term health of the Great Bay Watershed, including its tributaries and surrounding catchment areas.
 - ❖ DPW Dir. Rich Reine and Town Engineer April Talon are on the advisory committee for the Great Bay Eelgrass Resilience Project. Part of their role is to act as liaisons - sharing information about the project and gathering any input that could inform the research team. **Ongoing.**
 - ❖ Durham allocates \$18,600 for water quality monitoring and initiatives each year. **Ongoing.**
 - ❖ Durham continues to be an active participant with the Piscataqua Region Estuaries Partnership – Admin. Selig is on the Management Committee. **Ongoing.**
 - ❖ Durham Public Works continues to advance the design and permitting of the Major Component Rehabilitation at the Wastewater Treatment Plant including the primary and secondary clarifiers, aeration tanks, and structural wall. The site was also identified as a “hot spot” due to the high degree of impervious cover. Due to this, the project also includes significant improvements in stormwater management and structural BMP’s to improve the water quality of stormwater discharged into the Oyster River and eventually the Great Bay Estuary. Durham Public Works was successful in obtaining an SRF loan with 15% principal forgiveness for this project. **Ongoing.**
- Continue to support the proactive stewardship of Town-owned lands and other lands in Durham held in conservation or under easement with nonprofit organizations while improving appropriate and sustainable public access and use of those lands.
 - ❖ Land Stewardship Coordinator Tom Brightman and the Land Stewardship Subcommittee of the Conservation Commission have been undertaking yeoman’s work on a variety of initiatives intended to responsibly manage Town conservation lands. Tom has notified the Town that he will be stepping down at the end of the year. In late-November, Sara Callaghan was named the new Land Stewardship Coordinator and is being integrated into the Town’s stewardship and conservation process. **Ongoing.**

- ❖ Close on the acquisition of the Pike Property and start work on a stewardship plan for the site. **Ongoing.**

Pursue long-term social resiliency.

- Strengthen the community by supporting the needs of residents, families, and other identified stakeholders by offering a wide array of active and passive parks & recreation and library opportunities, programming, events, and facilities.
 - ❖ Great success in 2022 to date with a wide array of Parks & Rec. programming spanning age demographics and in partnership with ORCSD and other local organizations. **Ongoing.**
 - ❖ The new Assistant Director position at Parks & Rec. has really put the department in a solid position to be sustainable and fine tune/enhance programming/opportunities for the community, including getting citizens out into Durham’s open space lands. **Ongoing.**
- Continue to work to preserve the health and vitality of Durham’s neighborhoods.
 - ❖ Code Enforcement remains diligent in this area monitoring zoning issues to include trash, parking, over-occupancy in violation of Durham’s “No More than Three Unrelated” requirement. **Ongoing.**
 - ❖ Durham Police remain proactive and vigilant with our Problem Oriented Police (POP) Officer program and across shift staffing in general. **Ongoing.**
 - ❖ Durham Fire are focused on safety within apartments and neighborhoods. **Ongoing.**
- Explore regulatory strategies to buffer the transition from the downtown commercial core to adjacent residential neighborhoods.
 - ❖ No action to date.
- Support efforts to investigate opportunities, challenges, and options to ensure the availability of a full range of housing types in Durham.
 - ❖ The Housing Task Force completed its first year of work in 2022 and developed extensive proposed changes to the Zoning Ordinance to promote housing opportunities through the town. Numerous residents expressed concern about the sweep of the proposed amendments and the proposal has been sent back to the Task Force to continue its review. The Task Force will seek grants for a community forum on housing and an analysis of the housing situation in Durham. **Ongoing.**

- Continue developing plans for the rehabilitation of both the Old Town Hall/Courthouse and the Bickford-Chesley House at Wagon Hill Farm.
 - ❖ LCHIP grant applications and planning is being pursued to support and move ahead with improvements within the WHF farmhouse. Unfortunately, a recent application for Moose Plate Grant funding for a new roof was not approved. Looking to roof replacement in 2023, LCHIP grant submittal in 2023, and construction in 2024 if successful. **Ongoing.**
 - ❖ Incremental improvements being undertaken at the Old Town Hall/Courthouse to include new HVAC system, new gas-fired furnace, new flooring within the community room, painting, etc. Additional general maintenance improvements to be undertaken as part of 2023 proposed budget. Once the farmhouse at WHF is fully addressed, we will shift efforts to look at more significant improvements needed for Old Town Hall/Courthouse. **Ongoing.**
- Support initiatives that welcome diversity, equity, and inclusion within our community.
 - ❖ The Human Rights Commission organized an Implicit Bias workshop for Town committee volunteers/staff in October 2022. Supported by a \$10,000 NHCF grant secured by HRC member Janet Perkins Howland. **Complete.**
 - ❖ Supported Indigenous Peoples' Day once again in 2022. An interesting program provided to Council in advance of the holiday by UNH researchers concerning Native American archeological explorations in Durham. **Complete.**
 - ❖ Development and ultimate adoption of Town Council resolution recognizing and increasing awareness of various civic, cultural, and religious holidays/occasions. **Complete.**
 - ❖ The aftermath of the murder of George Floyd spawned an awakening in law enforcement that clearly identified the real need for additional training in ethics, de-escalation and implicit bias. Chief Kelley's direction to staff was to research and then implement a rigorous training program where all members of the department could benefit. We were successful in receiving a grant from the Department of Justice that allowed us to send two highly qualified use of force instructors to a nationally recognized train the trainer course hosted by DOJ. This training was the first in the country and as a result each member of the department is now required to attend a minimum of eight hours of training in bias, de-escalation and ethics. Many of our police officers have received more than the required hours of training. **Ongoing.**
 - ❖ One area that the DPD identified recently was an up-tick in the number of mental health calls the department received. Staff aggressively sought training

on how to respond to these types of calls and how best to ensure officers were appropriately addressing the needs of those in crises. We sent officers to training and formed partnerships with those in the mental health field to provide the best services possible when confronted with a person in need.

Complete.

- ❖ As part of the DPD's active shooter training, staff have devoted many hours training and partnering with school staff on our active shooter response protocols. This culminated in a tabletop exercise over the summer 2022. Based upon this exercise as well as dialogue with our education partners at ORCSD, several policy changes were implemented as well as a very robust system where we can monitor, in real time, interior and exterior school buildings should there ever be a need. **Complete.**

Continue cooperative and collaborative efforts with UNH to enhance mutual intellectual, cultural, environmental, social, and economic benefits associated with hosting New Hampshire's flagship state university.

- ❖ **Ongoing** discussion taking place between Durham/UNH departments and key staff throughout the pandemic and as part of advance planning for major events/initiatives impacting both entities.
- ❖ UNH met with the Planning Board and HDC/HC in late-summer 2022 to obtain feedback regarding a planned addition to Huddleston Hall to house the Honors Program. **Ongoing.**
- ❖ Close collaboration with UNH Sustainability Institute to support mutual climate adaptation/mitigation goals. **Ongoing.**
- ❖ Our water and wastewater systems are operated collaboratively as a single entity. Stormwater collaboration is also taking place. **Ongoing.**
- ❖ **Ongoing** partnership in fire protection, roadway maintenance, policing issues.
- ❖ Work closely with UNH as they get ready to embark on an update of the University's Master Plan. **Ongoing.**

Leverage town committees and subcommittees to develop tactical plans to align with the broader goals of the Council and encourage them to collaborate with each other and communicate as necessary with the community at large.

- ❖ The Town Council goals have been printed on large paper and hung in the Council chambers, distributed to Town boards, committees, commissions, departments, included in "Friday Updates," are available on Durham's web site, and we will be posting periodic progress reports for the community as part of the weekly "Friday Updates." **Complete.**

** Note that the order of the goals does not imply priority.*