



TOWN OF DURHAM

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Durham, NH 03824
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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.

DURHAM TOWN COUNCIL
MONDAY, JUNE 5, 2023
DURHAM TOWN HALL - COUNCIL CHAMBERS
6:30 PM

IAW RSA 91-A:2 I: (a) Strategy or negotiations with respect to collective bargaining; and
(b) Consultation with legal counsel relative to the DPMMA Collective Bargaining Unit contracts.

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

AGENDA

DURHAM TOWN COUNCIL
MONDAY, JUNE 5, 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. Special Announcements - None
- VI. Public Comments (*) - **Please state your name and address before speaking**

VII. Report from the UNH Student Senate External Affairs Chair or Designee

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

- A. Shall the Town Council, upon recommendation of the Administrator, Ratify the Collective Bargaining Agreement Between the Town of Durham and the Durham Professional Municipal Managers Association for the period January 1, 2023 through December 31, 2025?
- B. Shall the Town Council, upon recommendation of the Administrator, Adopt Resolution #2023-14 Authorizing the Acceptance and Expenditure of various Private Donations, Grant Funds, and Unanticipated Revenues Totaling, in aggregate, \$44,672.35 received by the Town of Durham Between January 1 and December 31, 2022?
- C. Shall the Town Council, upon recommendation of the Administrator, Schedule a Public Hearing for Monday, June 26th, 2023 on Resolution #2023-15 Authorizing the Acceptance and Expenditure of a 2023 Watershed Assistance Grant In the Amount of \$150,000 From the New Hampshire Department of Environmental Services for the Mill pond Dam Removal Project and Authorizes the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham?
- D. Shall the Town Council endorse the Town’s application to apply for a 2023 Land and Community Heritage Investment Program (LCHIP) Historic Resource grant in an estimated amount not to exceed \$400,000 for rehabilitation of the Bickford-Chesley House at Wagon Hill Farm?
- E. Shall the Town Council approve on **First Reading Ordinance #2023-05** Amending Chapter 153 “Vehicles and Traffic,” Section 153-38 of the Durham Town Code prohibiting turns at the intersections of Bagdad Road at Dennison Road and Dennison Road at Garrison Ave Extension, and schedule a Public Hearing for Monday, June 26, 2023?
- F. Shall the Town Council approve on **First Reading Ordinance #2023-06** Amending Chapter 153 “Vehicles and Traffic,” Section 153-43 of the Durham Town Code creating a stop intersection at Dennison Road/Bagdad Road and Garrison Ave. Extension/Dennison Road, and schedule a Public Hearing for Monday June 26, 2023?

IX. Committee Appointments

Shall the Town Council, Upon Recommendation of the Energy Committee Chair, Appoint Matthias Dean-Carpentier, 265 Packers Falls Road, to fill a Regular Member vacancy on the Energy Committee with no term expiration?

X. Presentation Items

Presentation by the Durham Fire Department on possible re-organization of Administrative Positions within the Fire Department.

XI. Unfinished Business

- A. **Public Hearing and Action on Resolution #2023-16** Authorizing the Acceptance and Expenditure of an American Rescue Plan Act (ARPA) Grant In the Amount of up to \$30,000 From the New Hampshire Department of Environmental Services for the Stormwater Asset Management Project and Authorizes the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham.
- B. **Public Hearing and Action on Ordinance #2023-03** to amend Chapter 175 “Zoning”, Article XIII, “Wetland Conservation Overlay District” and Article XIV, “Shoreland Conservation Overlay District” of the Durham Town Code.
- C. **Public Hearing and Action on Ordinance #2023-04** to to amend Chapter 102, “Scenic Roads,” Section 102.1, “Scenic Roads Established,” of the Durham Town Code to designate Dame Road as a Scenic Road.
- D. Discussion and possible adoption of Resolution #2023-17 regarding Juneteenth Independence Day.

XII. Approval of Minutes – May 15, 2023

XIII. Councilor and Town Administrator Roundtable

XIV. New Business

Discussion on the make-up of membership on the Planning Board

XV. Nonpublic Session (if required)

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

XVII. Adjourn (NLT 10:30 PM)

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

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



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AGENDA ITEM: **# 8A** *TS*

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: SHALL THE TOWN COUNCIL RATIFY THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DURHAM AND THE DURHAM PROFESSIONAL MUNICIPAL MANAGERS ASSOCIATION (DPMMA) FOR THE PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2025?

CC PREPARED BY: Todd I. Selig, Administrator

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

The Town officially began contract negotiations with the Durham Professional Municipal Managers Association (DPMMA) in the fall of 2022. The Town's bargaining team was comprised of the Town's Labor Attorney, Business Manager, Fire Chief, Police Chief, Public Works Director and Administrator. The DPMMA bargaining team was comprised of the team's Labor Attorney, Police Captain, Town Engineer, a Fire Department Captain, and Superintendent of Wastewater. Topics discussed as part of the negotiations included salaries and language changes.

Attached for the Town Council's review is a revised contract and an overview noting contract changes to the prior Collective Bargaining Agreement which expired on December 31, 2022, for which the Town's bargaining team and the DPMMA negotiation team have reached a Tentative Agreement. Subsequently, the DPMMA voted to ratify the Agreement on May 4, 2023.

Council Communication, 6/5/23 – Page 2
Re: Ratify the DPMMA Collective Bargaining Agreement

The Town’s bargaining team and the Administrator recommend passage of the DPMMA Collective Bargaining Agreement as presented.

LEGAL AUTHORITY:

RSA 273-A “Public Employee Labor Relations”

LEGAL OPINION:

The Town’s Labor Attorney, Joseph McKittrick, has briefed the Town Council relative to the Tentative Agreement.

FINANCIAL DETAILS:

COST IMPACT FOR DPMMA CONTRACT

FUND	2023	2024	2025
GENERAL	\$48,650.00	\$30,500.00	\$28,500.00
WATER	\$ 1,300.00	\$ 975.00	\$ 1,000.00
WASTEWATER	\$ 9,900.00	\$ 4,300.00	\$ 4,400.00
TOTAL IMPACT	\$59,850.00	\$35,775.00	\$33,900.00

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby ratify the Collective Bargaining Agreement between the Town of Durham and the Durham Professional Municipal Managers Association for the period January 1, 2023 through December 31, 2025.

CHANGES MADE TO DPMMA AGREEMENT

Added Article 10 – Probationary Period

All new employees shall serve a probationary period of six months or a shorter period to be determined by the Town at its sole discretion.

Amended Article 14, Section 4 – Vacation Leave

Eligible employees shall accrue vacation leave at the following rates for continuous completed months of service. All new employees, may at the discretion of the Town, be granted initial annual leave in accordance with their prior experience and benefits, effective upon the date of their completion of probationary period.

COMPLETED SERVICE	ACCRUAL RATE PER 40 HR WK	ACCRUAL RATE PER 42 HR WK	MAXIMUM LEAVE ACCRUAL
0- 60 36 Months	8.0 hrs/mth	8.4 hrs/mth	Max. 240 hours
61-120 37-72 Months	12.0 hrs/mth	12.6 hrs/mth	Max. 240 hours
121 73 or more months	14.0 hrs/mth	14.6 hrs/mth	Max. 240 hours

Amended Article 16, Section 4 – Sick Leave

New probationary employees shall accrue sick leave but and may not draw any sick leave or sick pay for time off taken due to illness during their probationary period. New probationary employees who do not achieve permanent non-probationary status forfeit any accrued sick leave that exists at the time of their termination of employment with the Town.

Amended Article 18 - Sick Leave Incentive

For each employee working six (6) consecutive months (January 1st to June 30th, July 1st to December 31st) with one (1) shift or less of sick leave taken during those months, that employee shall receive a bonus in the amount equivalent to the employee’s rate of pay for eight (8) hours (or 8.4 hours for Fire Department Captains) payable on January 15th and July 15th. within thirty (30) days of the end of the half-year.

Amended Article 21 – Parental Leave

It is the policy of the Town to grant permanent full-time female employees a leave of absence without pay for the purposes of the birth or adoption of a child bearing during which time the Town shall provide health/life insurance benefits to the employee. It is also the policy of the Town to grant permanent full-time employees a leave of absence

without pay for the purposes of child rearing. Such leaves shall be contiguous to the birth of the employee's child. **The employee may at their discretion use their accrued leave during this six (6) months.**

*Also changed "she/her/he/his" references to "their" and "maternity" to "parental" leave.

Amended Article 25 - Uniform Allowance

Increased clothing allowance for Police and Fire Department Personnel from Five Hundred Dollars (\$500.00) per year to Seven Hundred Dollars (\$700.00) per year.

Amended Article 29 - Salary

In 2023 the following positions will be adjusted to the below salary:

Wastewater Superintendent		\$ 90,204.00
Town Engineer		\$103,000.00
Police Captain	Step 1	\$ 99,722.00
	Step 2	\$101,757.00
	Step 3	\$103,834.00
	Step 4	\$105,953.00* Current Captain
	Step 5	\$108,116.00

In 2023 the Fire Captain steps will be adjusted 5%.

In 2023 the following positions will be adjusted 4%.

Fire Administrative Assistant
Assistant to the Public Works Director
Fire Marshal
Deputy Fire Marshal
Fire Lieutenant

In 2024 all employees will receive a 3% COLA.

In 2025 all employees will receive a 3% COLA.

Council Communication, 6/5/23 – Page 5
 Re: Ratify the DPMMA Collective Bargaining Agreement

SALARIED POSITIONS	2023	2024	2025
Wastewater Superintendent	\$ 90,204	\$ 92,910	\$ 95,697
Town Engineer	\$ 103,000	\$ 106,090	\$ 109,273
Police Captain			
Step 1	\$ 99,722	\$ 102,714	\$ 105,795
Step 2	\$ 101,757	\$ 104,810	\$ 107,954
Step 3	\$ 103,834	\$ 106,949	\$ 110,157
Step 4	\$ 105,953	\$ 109,132	\$ 112,406
Step 5	\$ 108,116	\$ 111,359	\$ 114,700
HOURLY POSITIONS	2023	2024	2025
Fire Administrative Assistant	\$ 32.87	\$ 33.86	\$ 34.88
Assistant to the DPW Director	\$ 32.87	\$ 33.86	\$ 34.88
Fire Marshal	\$ 43.28	\$ 44.58	\$ 45.92
Deputy Fire Marshal	\$ 36.41	\$ 37.50	\$ 38.63
Fire Lieutenant	\$ 34.47	\$ 35.50	\$ 36.56
Fire Captain			
Step 1	\$ 36.05	\$ 37.13	\$ 38.24
Step 2	\$ 36.40	\$ 37.50	\$ 38.62
Step 3	\$ 36.76	\$ 37.86	\$ 39.00

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

***THE DURHAM PROFESSIONAL MUNICIPAL
MANAGERS ASSOCIATION***

AND

TOWN OF DURHAM

January 1, 2023 to December 31, 2025

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ARTICLE 1
RECOGNITION

Section 1:

Wherever used in this Agreement, the word "EMPLOYEE" shall refer to all individuals included in the Bargaining Unit as described in Section 2.

Section 2:

The Town hereby recognizes the Association as the exclusive representative of all regular full-time employees and bargaining agent for the purpose of collective bargaining for the employees of job classifications of:

Assistant to the Public Works Director, Superintendent of Highways, Superintendent of Water and Solid Waste, Superintendent of Buildings and Grounds, Superintendent of Wastewater, Administrative Assistant of the Fire Department, Fire Marshal, Deputy Fire Marshal, Fire Lieutenant, Police Captain, Captains in the Fire Department, and Town Engineer.

Section 3:

The following employees are considered "salaried:"

Superintendent of Highways, Superintendent of Water and Solid Waste, Superintendent of Buildings and Grounds, Superintendent of Wastewater, Police Captain, and Town Engineer.

Section 4:

All other employees are considered "hourly."

ARTICLE 2
NON-DISCRIMINATION

Section 1:

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

Section 2:

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

Section 3:

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, or political affiliation.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1:

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

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

Section 2:

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

ARTICLE 4
ASSOCIATION RIGHTS

Section 1:

The Association, or a committee of the Association, shall be allowed to use meeting facilities of the Town for meetings when such facilities are available.

Section 2:

The Town shall provide space for a bulletin board which shall be purchased and placed for the exclusive use of the Association in communicating with the employees of the Bargaining Unit.

Section 3:

The employees of the Town within the Unit of the Association's bargaining committee who are scheduled to work during negotiations shall be granted time off without loss of pay or benefits for all negotiations with the Town.

Section 4:

The Town agrees to deduct dues certified by the Treasurer of the Association from the wages or salaries due to employees covered by this Agreement. Such deduction shall be made once per month. Individuals shall request in writing that such deductions be made. Once such a request has been made it shall continue in effect for thirty (30) days after a written notice to rescind is submitted by the employee. The total amount of deductions shall be remitted by the Town to the Treasurer of the Association once per month on or about the fifteenth (15th) day of the month immediately following the month for which the authorized deductions were collected.

Section 5:

The Association agrees to defend, indemnify and hold the Town harmless from any and all liability, loss or damage the Town may suffer as a result of any and all claims, demands, costs or judgments against it arising out of any dispute concerning deductions carried out pursuant to the provisions of Section 4 above.

ARTICLE 5
RESIDENCY REQUIREMENTS

Fire Department members covered under this Collective Bargaining Agreement are not subject to residency requirements.

All other individuals covered by this Collective Bargaining Agreement who are "on call" or subject to callback for emergencies shall live within a reasonable distance and response time from the Town of Durham.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1:

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

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

Section 2:

The following, definitions shall apply for the purposes of this Agreement

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

Section 3:

A matter which is not specifically covered by the Agreement of which is reserved either by this Agreement or by common or statutory law to the employer is not subject to the arbitration procedure set forth in Article 7. Only Grievances, as defined above and/or not prohibited by this Agreement, may be arbitrated under the provisions of Article 7.

Section 4:

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement.

Section 5:

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

- A. A written Grievance must be made to the Department Head within five (5) working days of the action giving rise to the Grievance. The appeal must include the issue giving rise to the Grievance, the facts as the employee views them and the requested relief. The Department Head shall respond to this appeal within five (5) working, days. If the employee is not satisfied with the action to be taken by the Department Head, the employee may appeal the matter to the Town Administrator within five (5) working days of the Department Head's decision.
- B. The Town Administrator shall, within seven (7) working days of the request, meet with the aggrieved employee and all involved parties, hear testimony and render a decision within seven (7) working days of the hearing. The employee shall be given a written confirmation of the Town Administrator's decision within five (5) working days of the time a decision is rendered.
- C. If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the Association may, by giving written notice to the Town Administrator within ten (10) working days after the conclusion of the meeting referred to in Section 5-B of this Article, submit the Grievance to Arbitration if permitted by the Agreement and/or statutory or common law. Such notice shall be addressed in writing to the Town Administrator. The Arbitration shall be governed by the provisions of Article 7.

Section 6:

No Grievance shall be considered which is not presented within the time limits specified in Section 5-A of this Article. If a Grievance is not, or if the action required to present the Grievance to the next higher level shall not have been taken within the specified time limits, the Grievance shall be deemed to have been waived and shall not, thereafter, be subject to the Grievance Procedure or the Arbitration procedure set forth in Article 7 unless such individual settlement is not enforced.

Section 7:

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

Section 8:

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

ARTICLE 7
ARBITRATION

Section 1:

In the event that the Association elects to proceed to arbitration, the Town Administrator or his/her designee and the Association shall endeavor to agree upon a mutual acceptable arbitrator and obtain a commitment from said Arbitrator to serve. If the Parties are unable to agree upon an Arbitrator or to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Association by the Association within twenty (20) days after the receipt of the notice of submission to Arbitration (Article 6, Section 5-C). In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitrations.

Section 2:

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

Section 3:

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

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

Section 4:

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

Section 5:

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

ARTICLE 8
HOURS OF WORK

Section 1:

The regular work week and work shift for all employees shall be the normal annual schedule in effect as of December 31, 1991.

Section 2:

The work week shall commence at 0001 hours Monday and end at midnight (2400 hours) on Sunday.

Section 3:

Notwithstanding anything to the contrary, the work week of the Superintendent of Water and Solid Waste shall be Monday through Thursday commencing at 0630 hours and ending at 1700 hours daily.

Section 4:

The above sections to the contrary notwithstanding, the regular work week and work shift for the Fire Department Captain position which is designated as the Department's Training/Safety Officer shall consist of four (4) consecutive ten and one-half hour days, Monday through Thursday. The regular work week for this position shall equal forty-two (42) hours. The work day shall commence at 0745 hours and end at 1815 hours.

Section 5¹:

Fire Captains and Lieutenants:

The regular work week and work shift for the Fire Department Captain positions shall consist of one (1) twenty-four (24) hour work day followed by two (2) consecutive twenty-four (24) hour days off, followed by one (1) twenty-four (24) hour work day, followed by four (4) consecutive twenty-four hour days off, averaged over an eight (8) week cycle to be an average of forty-two (42) hours per week.

Shift shall commence at 0800 hours and end at 0800 hours the following day.

¹ Language taken verbatim from CBA Between Town and DPMMA January 1, 2004 through December 31, 2006 as Attachment D, dated April 8, 2004 by Town Administrator Todd Selig for the Town; and, Deborah E. Quisumbing, President, for the DPMMA.

ARTICLE 9
OVERTIME

Section 1:

The Town shall compensate hourly (as defined in Article 1, Section 4) employees at the rate of time and one-half their regular rate of pay for all hours worked in excess of a normal work week.

Section 2:

Compensatory time will no longer be accrued by any member of the bargaining unit as of the date of the signing of this collective bargaining agreement. Existing accrued compensatory time will be reconciled for each employee and may be used at the employee's discretion or paid upon separation of service. The parties agree and recognize that salaried employees do not have a fixed schedule and have greater flexibility than an hourly employee.

Section 3:

No hourly employee shall be relieved of duty during his/her regular work hours in the basic work week in order to avoid the provisions of Section I above. No hourly employee covered by this Agreement shall have his/her regular work schedule changed to avoid compensating the employee for hours worked in excess of the regular work week.

Section 4:

Any hourly employee covered by this Agreement who is called back to work shall be guaranteed minimum of three (3) hours pay.

Section 5:

- A. Fire Captain vacancies will be covered as outlined in Article 14. Permanent Fire Captain Vacancies will be filled with Fire Captains.
- B. Fire Captains may be required to fill Fire Captain positions.

ARTICLE 10
PROBATIONARY PERIOD

All new employees shall serve a probationary period of six months or a shorter period to be determined by the Town at its sole discretion.

ARTICLE 11
TEMPORARY SERVICE OUT OF RANK (TSOR)

The Town agrees to compensate an employee who is assigned the duties and responsibilities of a higher rank for one full shift or more at the starting salary of the classification in which the employee has been temporarily assigned, or five (5) percent of his/her present rate, whichever is greater.

Eligible Firefighters may volunteer as TSOR Lieutenants in order to fill vacancies as outlined in Article 14. Eligible is defined as having passed the most current DFD Officer Promotional Process testing and evaluation. Firefighters serving in this TSOR capacity will be paid at an hourly wage as defined in this Agreement, but will be otherwise governed and covered by the provisions of the agreement between the Town of Durham and the Durham Professional Firefighters Association.

ARTICLE 12
PRIVATE DETAILS

Section 1:

Private details shall be defined as that duty performed by an employee covered by this Agreement during his/her off-duty hours for an employer other than the Town. Such duty shall include that required by statute or ordinance, and/or for which a private employer has requested coverage.

Section 2:

Compensation for such duty shall be at the rate of one and one half (1-1/2) times the employee's base hourly rate for a minimum of four (4) hours.

Section 3:

To the extent that such work has not been previously or customarily assigned to the employees of another bargaining unit, such work shall be assigned to those persons who indicate that they wish to work that particular detail. If more than one employee indicates the desire to work a particular detail then the assignment shall be made according to: events worked, then to rank, and then seniority within ranks on a rotating basis in accordance with the plan in effect as of October 1, 1992.

Section 4²:

Notwithstanding the above, the selection of Fire Captains for private details shall adhere to the guidelines outlined below.

- A) In the event that an employee who has been mandatorily assigned an event finds another employee to work the event in his/her place, then the employee who actually works the event shall be charged with both a mandatory and voluntary assignment.
- B) For purposes of determining eligibility to work an event, both parties agree to utilize hours rather than events worked when tracking events on either the voluntary or mandatory special events sheets.

² Language taken verbatim from CBA Between Town and DPMMA January 1, 2004 through December 31, 2006 as Attachment B, dated February 2, 1997 by Robert P. Wood, Fire Chief; Hubert Matheny for Fire Captains, and; Jeffrey C. Furlong, President, for the DPFFA. Originally accepted as CBA language for agreement dated January 1, 1998 to December 31, 2000.

- C) When there is a tie in respect to hours of events worked when determining a voluntary assignment, both parties agree to use seniority in determining who is eligible to work.
1. Seniority shall be defined as the period of continuous full-time employment with the Town of Durham Fire Department.
 2. It is expressly understood that seniority changes as discussed within this Agreement apply onto to Special Events assignments. Both bargaining units reserve the right to grieve seniority status in all other situations as their respective labor agreements allow.
- D) When an employee has been assigned to voluntarily work an event and he/she has a conflict and is unable to work the event, the following procedure will be utilized:
1. If the employee is sick or on bereavement leave he/she shall call the on-duty shift commander and notify him/her of the same. The Shift Commander shall check the assignment list for said event and shall notify any employees who may have signed up for the event but weren't assigned the work. Any such employees who signed up originally for the event shall have the first option to work the vacancy.
 - If none of the above mentioned employees are available to work the event then the Shift Commander shall offer the event to all full-time Fire Department personnel via a tone-out. If there is no response the event shall be offered to all other eligible employees. (Other eligible employees refers to Durham Fire Department Call Company members and/or full-time firefighters from outside departments who qualify as determined by the chief.) If no employee is found for voluntary assignment then the administration shall be notified to enable them to mandatorily assign a firefighter to work the event.
 2. If the employee is unable to work the event for any other reason other than being sick or bereavement leave, then it shall be his/her responsibility to utilize the procedure described in Section 4A above in an attempt to find an employee willing to work the event in his/her place voluntarily. **If the employee is unable to find another full-time Fire Department employee or another eligible employee, in that order, willing to work the event voluntarily then he/she is responsible for working the event.**
- E) Both parties recognize the right of the administration to assign a ranking or non-ranking employee to an event as they see fit. It is understood that in these cases, the determination to assign an employee by rank or expertise shall be noted on the Special Events sign-up sheet when posting it on the Fire Department bulletin board.
- F) The DPFFA agrees that the Fire Inspector shall be compared to the members of the DPMMA in respect to hours worked as with the rest of the employees in all cases, regardless of how many employees are required for the event. The Fire Inspector shall continue to retain the

right to bump the DPFPA member with the highest amount of hours who is signed up to work said event.

- G) Employees shall be responsible for entering their times on the respective lists. All employees are expected to check the lists for accuracy from time to time and bring forth complaints/discrepancies.
- H) Both parties agree that the “Special Events Season” shall be defined as July 1 to June 30 of each year at which time the Special Events Roster shall be renewed and all employees hours shall be returned to zero.
- I) New employees being added to the list mid-season, shall have their hours started at the highest employees hours excluding the Fire Inspector.

ARTICLE 13
HOLIDAYS

Section 1:

The following shall be paid holidays for all Association employees.

New Year's Day
Martin Luther King Civil Rights Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Thanksgiving and the day after
Veteran's day
Christmas Day and the day before or after

Section 2:

Any hourly employee required to work on a holiday shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay.

Section 3:

Compensation for all holidays worked and holiday pay shall be paid in the next regular pay check. All nonscheduled hours worked shall be subject to the call back provisions of Article 9, Section 4.

Section 4:

The above sections to the contrary notwithstanding, for the Fire Department Captain position which is designated as the Department's Training/Safety Officer, if a holiday falls on a non-scheduled workday, the employee will receive 8.4 hours of straight pay for the holiday.

ARTICLE 14
VACATION LEAVE

Section 1:

Vacation leave shall be granted to all permanent full-time employees on a monthly accrual basis. Accrual shall be based on a completed monthly service. Vacation leave accrual for the initial month will be awarded only if the employee is hired no later than the 10th of that month. Thereafter, Vacation leave shall accrue on a pro-rata basis and shall be credited for usage on the first of each month.

Section 2:

Vacation leave shall accrue for but may not be used by new probationary employees. New probationary employees not attaining permanent status shall forfeit any accrued vacation time.

Section 3:

Eligible employees (probationary excluded) may request vacation leave at any time of the year. Requests for vacation leave shall be submitted for approval in writing (on prescribed form) to the employee's Department Head at least fourteen (14) days in advance of the requested leave. Vacation leave shall be granted in all cases except those in which the employee's absence will affect essential services of the department. If vacation requests are made less than fourteen (14) days in advance, permission shall be granted at the discretion of the Department Head. In cases of conflicting vacation requests, seniority shall prevail.

Section 4:

Eligible employees shall accrue vacation leave at the following rates for continuous completed months of service. **All new employees, may at the discretion of the Town, be granted initial annual leave in accordance with their prior experience and benefits, effective upon the date of their completion of probationary period.**

COMPLETED SERVICE	ACCRUAL RATE PER 40 HR WK	ACCRUAL RATE PER 42 HR WK	MAXIMUM LEAVE ACCRUAL
0- 60 36 Months	8.0 hrs/mth	8.4 hrs/mth	Max. 240 hours
61-72 37-72 Months	12.0 hrs/mth	12.6 hrs/mth	Max. 240 hours
73 73 or more months	14.0 hrs/mth	14.6 hrs/mth	Max. 240 hours

Section 5:

Upon termination, an employee shall be compensated for unused vacation leave not to exceed two hundred forty (240) hours at that employee's regular and current rate of pay. The excess hours shall be forfeited.

ARTICLE 15
VACATION & SICK LEAVE COVERAGE

Section 1:

In the event that the Fire Department elects, at its sole and exclusive discretion to provide coverage for short-time sick leave or vacation leave for a position included in this bargaining unit, then such position shall be filled first by individuals of the rank of Captain or above. In the event that no such superior officer volunteers to fill said position then the Chief may fill it with any other person at his sole and exclusive discretion.

Section 2³:

Notwithstanding anything to the contrary above, no person covered by this Agreement shall work more than two (2) consecutive shifts except in cases of emergencies. No Fire Department member covered by this agreement shall work more than 48 consecutive hours except in cases of emergencies, as determined by the Fire Chief.

Section 3:

Fire Captain Vacancy Staffing

a. Extended Fire Captain Vacancy Staffing:

In the event that a Fire Captain is injured or ineligible to work for a period of time of 14 calendar-days or greater the following options may be exercised to reduce the financial impact of an extended Fire Captain vacancy to the Fire Department and Town.

- i. A Fire Captain vacancy may be filled by a fire department senior staff officer during normal business hours, up to twice a month, or as mutually agreed upon by the Fire Captains and the Fire Department Administration.
- ii. The Training Captain may fill a Fire Captain vacancy or other Fire Officer during his or her own regularly scheduled work hours.
- iii. After 16 calendar-days, a Fire Captain vacancy may be filled by a temporary reassignment or exchange of duties between a Fire Captain on extended leave and another ranking Fire Officer, Lieutenant, or TSOR Lieutenant within the Durham Fire Department.
- iv. In the event that any of the above staffing solutions are in effect, the option of a mutually agreeable light duty assignment for the individual may be provided, at the request of the individual.

b. Scheduled Fire Captain Vacancy Staffing:

³ Language taken verbatim from CBA Between Town and DPMMA January 1, 2004 through December 31, 2006 as Attachment A, a memo dated June 1, 1995 by Fire Chief Robert Wood to Town Administrator Larry Wood and accepted as CBA language in the CBA between the Town and the DPMMA January 1, 1998 to December 31, 2000.

In the event that a Fire Captain vacancy is scheduled the following options may be exercised to reduce the financial impact to the Fire Department and Town.

- i. A scheduled Fire Captain vacancy may be filled by a fire department senior staff officer during normal business hours, up to twice a month, or as mutually agreed upon by the Fire Captains and the Fire Department Administration.
- ii. A scheduled Fire Captain vacancy may be filled by the Training Captain or other Fire Officer during his or her own regularly scheduled work hours.
- iii. A scheduled Fire Captain vacancy may be filled by the Training Captain for a 24-hour work shift at their overtime rate, per the Fire Captain Overtime Rules.
- iv. Lieutenants (including TSOR Lieutenants) are eligible to work scheduled Fire Captain vacancies in the event that no Fire Captain has volunteered to work said vacancy.

ARTICLE 16
SICK LEAVE

Section 1:

Employees shall earn sick leave at the rate of one day per month. New employees hired no later than the 10th of the month shall receive credit for that initial month. Sick leave shall be made available and credited for use on the first of each month. Permanent part-time employees shall earn sick leave on a pro-rated basis.

Section 2:

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

Completed Service	Maximum Leave Accrual Rate Per 40 hr Week	Maximum Leave Accrual Rate Per 42 hr Week	Accrual
0-60 months	8 hrs/month	8.4 hrs/month	720 hours
61-121 months	8 hrs/month	8.4 hrs/month	820 hours
122 or more	8 hrs/month	8.4 hrs/month	920 hours

* All employees hired after February 13, 2002 shall have a maximum accrual of 820 hours.

Section 3:

Employees who voluntarily terminate their employment with at least thirty (30) days notice shall receive payment at the rate of twenty-five (25%) of their accrued sick leave. In the event that an employee provides a six (6) month written notice of his/her voluntary termination of employment, he/she shall receive thirty-five (35%) of their accrued sick leave. Employees who are terminated for cause other than layoff or leave without the required thirty (30) day notice shall forfeit all sick leave payments.

Section 4:

New probationary employees shall accrue sick leave ~~but~~ **and** may ~~not~~ draw any **sick** leave or ~~sick~~ pay for time off taken due to illness during their probationary period. New probationary employees who do not achieve ~~permanent~~ **non-probationary** status forfeit any accrued sick leave that exists at the time of their termination of employment with the Town. These provisions affecting probationary employees shall not apply to employees serving probationary periods due to reassignment, promotion or any other type of probation other than that of a newly hired employee.

Section 5:

Sick leave may be legitimately drawn in the event of the following: Absences due to illness, injury or exposure to contagious diseases endangering the health of other employees when

requested by the attending physician, medical and dental appointments, and care of immediate family member whose illness or condition requires the employee to remain at home (care beyond three [3] days requires approval by the Town Administrator). Employees absent for such reasons must report their absence to the Department Head within one (1) hour of their regularly scheduled starting time. Verification of illness/disability from a medical doctor may be required by Department Heads at any time. In the event that the cost of obtaining such verification is not reimbursed by the Insurance Carrier then such cost shall be borne by the Town.

ARTICLE 17
SICK LEAVE BANK

Section 1:

The Town agrees to the establishment of a Sick Leave Bank. The Bank shall be set up and administered by a Sick Leave Review Panel consisting of four (4) members, three (3) appointed by the Association and one (1) appointed by the Town, who shall establish procedural rules for its operation.

Section 2:

The initial funding of the Bank shall be an assessment of two (2) months accrual of sick time per employees of the Town within the unit.

Section 3:

Each employee of the Town within the unit shall be assessed one (1) month's accrual per year.

Section 4:

Eligibility is contingent upon a prognosis from the disabled employee's attending physician that said employee shall be able to return to work within one (1) calendar year from the date of the disability.

Section 5:

In no event shall any one (1) employee receive more than 125 days from the sick leave bank in one (1) calendar year or a total of 250 days during that employee's career with the Town.

Section 6:

The funding mechanism outlined in Sections 2 and 3 above shall continue until that employee has funded his/her share of the Bank for a period of ten (10) years. Thereafter that employee shall not be required to, nor shall that employee contribute to, the Sick Leave Bank until it is depleted. Thereafter the funding mechanisms outlined above shall recommence.

ARTICLE 18
SICK LEAVE INCENTIVE

For each employee working six (6) consecutive months (January 1st to June 30th, July 1st to December 31st) with one (1) shift or less of sick leave taken during those months, that employee shall receive a bonus in the amount equivalent to the employee's rate of pay for eight (8) hours (or 8.4 hours for Fire Department Captains) payable ~~on January 15th and July 15th.~~ **within thirty (30) days of the end of the half-year.**

ARTICLE 19
PERSONAL DAYS

Section 1:

Personal days shall be granted with pay similar to vacation leave and are intended to afford the employee with the opportunity to address unanticipated events or emergencies of short duration.

Section 2:

Full-time employees are awarded personal days after completion of twelve (12) months of service and thereafter on the employee's anniversary date. Personal days off may be earned at a rate of one (1) day per twelve (12) months for those employees with less than sixty (60) months of service. Those employees having, sixty-one (61) or more months of service shall be entitled to two (2) days per twelve (12) month period. Those employees having one hundred and eighty (180) or more months of service shall be entitled to three (3) days per twelve month period. Any employee who does not utilize a sick leave day for a period of 1 year shall be entitled to an additional personal day.

Section 3:

Personal days may not be accumulated beyond three (3) shifts and must be used within twelve (12) months of the time they are earned.

Section 4:

Notice equivalent to that expected for sick leave is required for the use of these days. There shall be no payment of these benefits upon termination.

ARTICLE 20
BEREAVEMENT LEAVE

Section 1:

For non uniformed Fire personnel and all other employees covered by this Agreement, bereavement Leave of three (3) working days with pay shall be granted an employee in the event of the death of his/her spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, Grandparent, Grandchildren, legal guardian, significant other or a relative domiciled in the employee's household. This leave may be extended to five (5) working days upon petition to the Town Administrator, solely at his/her discretion. Under extenuating circumstances, special leave of two (2) working days with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

Section 2:

For all uniformed Fire personnel covered by this Agreement, bereavement leave of two (2) twenty four hour shifts with pay shall be granted an employee in the event of the death of his/her spouse, father, mother, step-parents, father-in-law, mother-in-law, daughter-in-law, son-in-law, child, stepchildren, brother, sister, step-sibling, Grandparent, Grandchildren, legal guardian, significant other or a relative domiciled in the employee's household. This leave may be extended upon petition to the Town Administrator, solely at his/her discretion.

Under extenuating circumstances, special leave of one (1) twenty four hour shift with pay may be granted by the Town in order that the employee may arrange or attend a funeral of a relative other than those mentioned in the preceding paragraph.

ARTICLE 21
PARENTAL LEAVE

Section 1:

It is the policy of the Town to grant ~~permanent full-time female~~ employees a leave of absence without pay for the purposes of **the birth or adoption of a child bearing** during which time the Town shall provide health/life insurance benefits to the employee. It is also the policy of the Town to grant permanent full-time employees a leave of absence without pay for the purposes of child rearing. Such leaves shall be contiguous to the birth of the employee's child. **The employee may at their discretion use their accrued leave during this six (6) months.**

Section 2:

A reasonable leave of absence is defined as one hundred eighty (180) consecutive calendar days. At the election of the employee, any such leave may encompass less than the full one hundred eighty (180) day period. A leave shall, in no event, exceed one hundred eighty (180) days except for valid medical reasons. Any employee seeking an extension of child bearing leave beyond the one hundred eighty (180) day limit must consent to an independent medical evaluation by the Town if the Town determines such evaluation to be advisable.

Section 3:

Each employee seeking such leave of absence may be required to present to the Town a written statement from ~~her~~ **their** attending physician indicating, the date upon which ~~she~~ **they** should begin ~~her~~ **their** absence from her job.

Section 4:

To obtain such leave of absence, the employee must, in good faith, signify ~~her~~ **their** intent to return to ~~her~~ employment at some date on or before the end of the one hundred eighty (180) day period unless mutually agreeable arrangements extending such period are made between the employee and the Town.

Section 5:

It shall be the employee's responsibility to notify the Town Administrator at least thirty (30) days in advance of ~~her~~ **their** return to work. Upon return to employment, such employee shall be reinstated to ~~his/her~~ **their** original job or to an equivalent position with equivalent pay unless circumstances within the Town make such reinstatement impossible or unreasonable. Employees on ~~maternity~~ **parental** leave may use their accrued sick or vacation leave for these periods of time for which they are actually disabled. Employees on child bearing leave may use their accrued vacation leave during such leave.

ARTICLE 22
LONGEVITY

Section 1:

Longevity pay will be granted to all permanent full-time employees as a means of compensating such employees for long-term service to the Town. Such pay shall be paid by check by the end of the second week in December. The employee shall receive longevity according to their length of service at time of payment.

Section 2:

The rate of compensation shall be as follows:

<u>Length of Service</u>	<u>Annual Longevity Payment</u>
61 - 108 months	\$ 250.00
109 - 168 months	500.00
169 - 228 months	750.00
229 and above	1,000.00

ARTICLE 23
INSURANCE

Section 1:

The Town agrees to continue health, hospitalization and major medical insurance for each employee under the Matthew Thornton Blue \$5 co-pay RX 10/20/45 or an equivalent plan effective March 1, 2015.

The plan includes a Managed Care Program, a mail-in prescription program and Delta Dental Option III with the employee's choice to buy up to Delta Dental Option I.

Section 2:

- A. Effective July 1, 2018, all employees shall pay twenty percent (20%) of the monthly health premiums for the Matthew Thornton Blue Program and Delta Dental Option 3 Flex Premiums.
- B. Each employee may choose to participate in any other health insurance program offered by the Town provided that they pay twenty percent (20%) of the monthly premium of said health plan.
- C. Each employee may choose to participate in Delta Dental Option I provided that they pay the difference between the Option III and Option I plan, as well 10% of the monthly Delta Dental Option III Plan.

Section 3:

An insurance "buy-out" option shall be included for employees that are covered by insurance from any other source other than the Town. If the employee elects not to be covered by the Town's health insurance, then the Town shall reimburse that employee 45% of the Town's share of the premium upon proof of other insurance.

For all employees hired by the Town after January 1, 2016, with the exclusion of Kelley Fowler (who is grandfathered), and who elect not to be covered by the Town's health insurance policy will receive 15% of the Town's share of the premium. Said buyout shall be included as a taxable "insurance benefit" in the employee's paycheck. The employee shall furnish the Town with proof of alternative health insurance coverage on a yearly basis.

Section 4:

The Town shall continue to purchase Life Insurance for the Association employees of Town within the unit in the amount of coverage currently in effect (\$50,000 death benefit).

Section 5:

The Town agrees to provide an Employee Assistance Program to all employees wishing to participate in said program.

ARTICLE 24
SHORT TERM/LONG TERM DISABILITY

Section 1:

In matters involving short term, non-work related sick leave, the Town shall continue to provide to the affected employee his/her full base salary until his/her return to service or until such time as the employee has exhausted available leave, or is deemed to be ineligible for disability benefits or discharged, whichever occurs first.

Section 2:

The benefit of full pay to an employee who is on short term disability leave is conditional upon the employee's agreement to "buy back" used leave time equivalent to the disability benefits remitted to the Town.

Section 3:

While an employee remains on leave, accounting for used leave time shall take place weekly and leave shall be charged at 100% of that actually used. Only after the Town receives reimbursement from its disability policy (if not self funded) shall the leave account be credited with time equivalent to the reimbursement of sixty (60%) percent of the employee's base weekly wage up to a maximum of One Thousand and Two Hundred (\$1,200.00) Dollars per week for up to twenty-six weeks. In the event that an employee's leave extends beyond his/her accrued leave time, the employee may apply to the Sick Leave Bank. However, the Town shall have no further reimbursement responsibilities.

Section 4:

The employee shall reimburse the Sick Leave Bank for hours utilized with funds received from the disability carrier before making any other transfer, expenditure or utilization of such funds other than those reimbursed under Section 2 above which shall have priority over all other claims.

Section 5:

The Town shall provide Long Term Disability Insurance to all DPMMA members.

ARTICLE 25
UNIFORM ALLOWANCE

The Town agrees to provide uniforms and protective gear as follows:

Section 1:

For Police Personnel covered by this Agreement:

A ~~Five~~ **Seven** Hundred Dollar (~~\$500.00~~**700.00**) per year clothing allowance (to include detective clothing) in accordance with the current voucher practice as well as to replacement of all equipment damaged or destroyed in the line of duty.

Section 2:

For Fire Department Personnel covered by this Agreement:

A ~~Five~~ **Seven** Hundred Dollar (~~\$500.00~~**700.00**) per year clothing allowance in accordance with the current voucher practice as well as to replacement of equipment damaged or destroyed in the line of duty.

Section 3:

For Public Works Personnel covered by this Agreement:

The current practice as of October 01, 1992 of uniform issuance and replacement shall continue.

ARTICLE 26
EDUCATION REIMBURSEMENT

Section 1:

The Town agrees to pay for all training, publications, association meetings, seminars, conferences and conventions for employees covered by this Agreement who are required/requested to attend such meetings or who receive approval to attend such training, subscribe to various publications, etc.

Section 2:

The Town agrees to reimburse all employees for any work related certification exams or license fees which it requires as a condition of employment at a rate of 100%, including renewal fees.

ARTICLE 27
PERSONNEL REDUCTIONS

Section 1:

Sixty (60) days notice shall be given to all employees of Town within the unit covered by this Agreement before personnel reductions affecting employees of Town within the unit covered by this Agreement take effect.

Section 2:

In the event of a reduction in the number of employees of Town within the unit covered by this Agreement, the "reduced" employee who is not otherwise eligible for continued employment within the Town shall be entitled to three (3) calendar months pay, all unused and accrued vacation leave as well as reimbursement of unused sick leave in accordance with Article 15, Section 3 at termination.

Section 3:

The Town agrees to make every reasonable effort to obtain the concurrence of the other Unions in the Town to modify their Collective Bargaining Agreement to allow "reduced" employees of this Unit to accrue seniority rights within that Unit equal to the number of years the "reduced" employee has been an employee of the Town.

ARTICLE 28
FIRE CAPTAIN TRANSFER

Section 1:

Fire Department Captains may transfer laterally between line and staff positions when vacancies occur. The employee wishing to transfer must meet the current position description for the vacant position.

Section 2:

When more than one equally qualified employee requests a lateral transfer, and each employee meets the current position description, then seniority in rank will prevail.

Section 3:

Fire Department Captains may transfer laterally when there is no vacancy with the consent of both employees, and with the approval of the Fire Chief. In such case all of the conditions of this Article continue to apply.

ARTICLE 29
SALARY

Section 1:

New Fire Captains shall be placed on Step 1 of the pay scale. Annually on January 1st Fire Captains will advance to the next step on the pay scale.

New Police Captains shall be placed on Step 1 of the pay scale. Annually on January 1st the Police Captain will advance to the next step on the pay scale.

In 2023 the following positions will be adjusted to the below salary:

Wastewater Superintendent		\$ 90,204.00
Town Engineer		\$103,000.00
Police Captain	Step 1	\$ 99,722.00
	Step 2	\$101,757.00
	Step 3	\$103,834.00
	Step 4	\$105,953.00* Current Captain
	Step 5	\$108,116.00

In 2023 the Fire Captain steps will be adjusted 5%.

In 2023 the following positions will be adjusted 4%.

Fire Administrative Assistant
Assistant to the Public Works Director
Fire Marshal
Deputy Fire Marshal
Fire Lieutenant

In 2024 all employees will receive a 3% COLA.

In 2025 all employees will receive a 3% COLA.

Section 2:

The parties have agreed to a Performance Plan to provide qualified employees with an additional payment of from one (1) to three (3) percent of their base salary which shall not be added to the base pay and which shall be paid in the year awarded in December. The intent of this program is to not guarantee these increases to each employee of the town within the unit, but to reward eligible employees based on outstanding performance. Further the parties acknowledge and agree that it is the intent of the Town to rigorously administer the evaluation process to obtain any additional payment under this Section.

The criteria for performance based awards for 1% to 3% will be as follows:

- A) 1% awarded for a documented and substantive outstanding achievement(s) during the calendar year.
- B) 1% for an overall evaluation of good to very good, using the criteria defined in each of the departmental formats.
- C) 1% awarded for an overall evaluation of outstanding or excellent.

*Effective January 1, 2020 the Fire Administrative Assistant and Assistant to the Director of DPW are no longer eligible for Performance Based Awards.

SALARIED POSITIONS	2023	2024	2025
Wastewater Superintendent	\$ 90,204	\$ 92,910	\$ 95,697
Town Engineer	\$ 103,000	\$ 106,090	\$ 109,273
Police Captain			
Step 1	\$ 99,722	\$ 102,714	\$ 105,795
Step 2	\$ 101,757	\$ 104,810	\$ 107,954
Step 3	\$ 103,834	\$ 106,949	\$ 110,157
Step 4	\$ 105,953	\$ 109,132	\$ 112,406
Step 5	\$ 108,116	\$ 111,359	\$ 114,700
HOURLY POSITIONS	2023	2024	2025
Fire Administrative Assistant	\$ 32.87	\$ 33.86	\$ 34.88
Assistant to the DPW Director	\$ 32.87	\$ 33.86	\$ 34.88
Fire Marshal	\$ 43.28	\$ 44.58	\$ 45.92
Deputy Fire Marshal	\$ 36.41	\$ 37.50	\$ 38.63
Fire Lieutenant	\$ 34.47	\$ 35.50	\$ 36.56
Fire Captain			
Step 1	\$ 36.05	\$ 37.13	\$ 38.24
Step 2	\$ 36.40	\$ 37.50	\$ 38.62
Step 3	\$ 36.76	\$ 37.86	\$ 39.00

ARTICLE 30
SCOPE OF AGREEMENT

Section 1:

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by both the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Association, for the life of this Agreement, each, voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 2:

The waiver of breach of a condition of the Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all of the terms of this Agreement.

Section 3:

The Town and the Association herein agree that this document represents the entire Agreement between the parties and no other Agreement, understanding, or past practice exists, except as is specifically enunciated in this Agreement.

Section 4:

Notwithstanding anything to the contrary, all benefits and past practices not expressly addressed in this Agreement in effect as of January 1, 1998 shall continue in full force and effect for the life of this Agreement but shall expire, unless specifically renewed, as of December 31, 2000.

ARTICLE 31
SAVINGS CLAUSE

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

ARTICLE 32
DURATION

This Agreement shall be effective from **January 1, 2023 through December 31, 2025**. Either party may notify the other of its intent to terminate this Agreement and negotiate a successor Agreement by providing written notice to the other in accordance with the provisions of New Hampshire RSA 273-A.

ARTICLE 33
DISMISSAL

Unit members may not be dismissed except for cause.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed by their fully authorized officers and/or representatives this _____ day of _____, 2023.

FOR THE TOWN OF DURHAM, NH

FOR THE DURHAM PROFESSIONAL
MUNICIPAL MANAGER'S ASSOCIATION

Todd Selig
Town Administrator

Nathan Katz, Fire Captain
Association President



TOWN OF DURHAM

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www.ci.durham.nh.us

AGENDA ITEM: **# 8B_{TS}**

DATE: **June 5, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Business Office

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, ADOPT RESOLUTION #2023-14 AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF VARIOUS PRIVATE DONATIONS, GRANT FUNDS, AND UNANTICIPATED REVENUES TOTALING, IN AGGREGATE, \$44,672.35 RECEIVED BY THE TOWN OF DURHAM BETWEEN JANUARY 1 AND DECEMBER 31, 2022?

CC PREPARED BY: Deborah Ahlstrom, Financial Analyst

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

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

Below are individuals, organizations and state agencies which provided donations, grant funds and unanticipated revenue to the Town of Durham between January 1 and December 31, 2022 in the amount of \$29,939.35. These funds were placed into revenue accounts and offsetting budgeted expenditures were made from the appropriate expense accounts if necessary.

Also listed below are funds received by the Durham Trustees of Trust Funds that total \$14,733.00. These private funds received between January 1 and December 31, 2022 were deposited to Trusts established to receive donations for the purposes individual donors identified. Those funds are held by the Trustees of Trust Funds.

The total of funds received for approval is \$44,672.35.

<u>Amount</u>	<u>Received From</u>	<u>Department</u>	<u>Description</u>
Grants Received			
500.00	LCHIP	Conservation	Monitoring incentive for ORForest (Sprucewood)
1,600.00	NH Humanities Council	Library	Program presentations approved throughout the year
1,000.00	Farm Credit East	Agriculture Committee	Farm Day Promo
3,995.00	Firehouse Sub Shop	Fire	Turbo Draft Unit
4,500.00	NH Department of Safety	Fire	Radio Reprogramming
Donations and Other Unanticipated Revenue			
1,000.00	NH Charitable Foundation - Irwin Fund	Library	Collection
8,218.47	Friends of the Durham Public Library	Library	Approved projects and purchases throughout the year
250.00	Town of Lee	Agriculture Committee	Farm Day Promo
100.00	Active Retirement Association	Police	General Purpose
100.00	Victoria Krug in memory of Prof Albert Bennet	Fire	General Purpose
6,973.88	NH Department of Safety	Fire	Rope Rescue Course
952.00	NH Liquor Commission	Police	Alcohol Compliance Checks
750.00	NH Police Standards & Training	Police	Psych Evaluation
Private Funds Received by Trustees of Trust Funds for Deposit			
100.00	PSNH Foundation	Durham Town Land Stewardship Patron's Trust	
5,000.00	Vanguard Charitable: Welsh Charitable Fund	Durham Town Land Stewardship Patron's Trust	
100.00	Penelope Drooker	Durham Historical & Cultural Resource Trust (poster fundraiser)	
100.00	Karin Lamar	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	William McGowan	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	Noelle Khleif	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	Sally Needell	Durham Historical & Cultural Resource Trust (poster fundraiser)	
100.00	Emily Friedrichs & Aldo Santillana Chebar	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	Michael Behrendt	Durham Historical & Cultural Resource Trust (poster fundraiser)	
100.00	Anthony Smith	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	William Arakelian	Durham Historical & Cultural Resource Trust (poster fundraiser)	
300.00	Bruce R Bragdon DMD	Hamilton Smith Memorial Chapel Trust	
250.00	Michael Geldart for Chapel rental	Hamilton Smith Memorial Chapel Trust & Smith Chapel Trust	
8,433.00	ORCSD forwarding various private donors	Murdoch, Environmental Sustainability and Swift Scholarships	
\$ 44,672.35	Grand Total Grants and Donations Received		

LEGAL AUTHORITY:

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

Resolution #99-19 and RSA 31:95-b which reads in part

“.....For unanticipated moneys in an amount less than \$10,000, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting....”

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

These funds represent donations, grants, and other unanticipated revenues received between January 1 and December 31, 2022 that have not been formally accepted by the Town Council. These funds total \$44,672.35.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION

The Durham Town Council, upon recommendation of the Administrator, Adopts Resolution #2023-14 Authorizing the Acceptance and Expenditure of Various Private Donations, Grant Funds, and Unanticipated Revenues Totaling, in aggregate, \$44,672.35 Received by the Town of Durham Between January 1 and December 31, 2022.

RESOLUTION #2023-14 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF VARIOUS PRIVATE DONATIONS, UNANTICIPATED REVENUES, AND GRANT FUNDS TOTALING, IN AGGREGATE, \$44,672.35 RECEIVED BY THE TOWN OF DURHAM BETWEEN JANUARY 1 AND DECEMBER 31, 2022

WHEREAS, donated funds, unanticipated revenue and grant funds have been received by the Town of Durham from individuals and organizations between January 1, and December 31, 2022 in the amount of \$ 44,672.35; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt Resolution #2023-14 authorizing the acceptance and expenditure of the following funds totaling \$ 44,672.35:

<u>Amount</u>	<u>Received From</u>	<u>Department</u>	<u>Description</u>
Grants Received			
500.00	LCHIP	Conservation	Monitoring incentive for ORForest (Sprucewood)
1,600.00	NH Humanities Council	Library	Program presentations approved throughout the year
1,000.00	Farm Credit East	Agriculture Committee	Farm Day Promo
3,995.00	Firehouse Sub Shop	Fire	Turbo Draft Unit
4,500.00	NH Department of Safety	Fire	Radio Reprogramming
Donations and Other Unanticipated Revenue			
1,000.00	NH Charitable Foundation - Irwin Fund	Library	Collection
8,218.47	Friends of the Durham Public Library	Library	Approved projects and purchases throughout the year
250.00	Town of Lee	Agriculture Committee	Farm Day Promo
100.00	Active Retirement Association	Police	General Purpose
100.00	Victoria Krug in memory of Prof Albert Bennet	Fire	General Purpose
6,973.88	NH Department of Safety	Fire	Rope Rescue Course
952.00	NH Liquor Commission	Police	Alcohol Compliance Checks
750.00	NH Police Standards & Training	Police	Psych Evaluation
Private Funds Received by Trustees of Trust Funds for Deposit			
100.00	PSNH Foundation	Durham Town Land Stewardship Patron's Trust	
5,000.00	Vanguard Charitable: Welsh Charitable Fund	Durham Town Land Stewardship Patron's Trust	
100.00	Penelope Drooker	Durham Historical & Cultural Resource Trust (poster fundraiser)	
100.00	Karin Lamar	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	William McGowan	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	Noelle Khleif	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	Sally Needell	Durham Historical & Cultural Resource Trust (poster fundraiser)	
100.00	Emily Friedrichs & Aldo Santillana Chebar	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	Michael Behrendt	Durham Historical & Cultural Resource Trust (poster fundraiser)	
100.00	Anthony Smith	Durham Historical & Cultural Resource Trust (poster fundraiser)	
50.00	William Arakelian	Durham Historical & Cultural Resource Trust (poster fundraiser)	
300.00	Bruce R Bragdon DMD	Hamilton Smith Memorial Chapel Trust	
250.00	Michael Geldart for Chapel rental	Hamilton Smith Memorial Chapel Trust & Smith Chapel Trust	
8,433.00	ORCSD forwarding various private donors	Murdoch, Environmental Sustainability and Swift Scholarships	
\$ 44,672.35	Grand Total Grants and Donations Received		

PASSED AND ADOPTED on this 5th day of June, 2023 by a majority vote of the Durham Town Council with ___ voting in favor, ___ opposing, and ___ abstaining.

 Sally Needell, Chair
 Durham Town Council

ATTEST:

 Rachel Deane, Town Clerk/Tax Collector



TOWN OF DURHAM

8 Newmarket Road
Durham, NH 03824
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AGENDA ITEM: **# 8C TS**

DATE: **June 5, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Durham Public Works

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, SCHEDULE A PUBLIC HEARING FOR MONDAY, JUNE 26TH, 2023 ON RESOLUTION #2023-15 AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF A 2023 WATERSHED ASSISTANCE GRANT IN THE AMOUNT OF \$150,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE MILL POND DAM REMOVAL PROJECT AND AUTHORIZE THE ADMINISTRATOR TO SIGN AND SUBMIT GRANT PAPERWORK 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 June 26, 2023 on Resolution #2023-15 Authorizing the Acceptance and Expenditure of a 2023 Watershed Assistance Grant In the Amount of \$150,000 From the New Hampshire Department of Environmental Services for the Mill pond Dam Removal Project and Authorize the Administrator to sign and submit grant paperwork on behalf of the Town of Durham.

On May 12, 2023, Durham Public Works was notified that the Town was selected for 2023 Watershed Assistance Grant funding in the amount of \$150,000 from the

program towards the removal of the Mill Pond Dam project. This grant program does require a match commitment, which can be satisfied with cash match or in kind match of staff time.

The following is the current approved Scope of Work:

The Town of Durham will perform the following tasks as described in the proposal titled *Restoration of the Oyster River Herring Run through Removal of the Mill Pond Head-of-Tide Dam and Installation of Fish Passage on the Oyster Reservoir Dam, Durham NH*:

Objective 1: Contractor selected through a public bidding process and contract awarded by the Town Council, will mobilize to the project site to begin construction; temporary stream diversion will be built and stabilized, removal of the existing dam structure, followed by stream restoration efforts. All work will be done according to plans and permits.

Measure of Success: Mill Pond Dam is removed, and the river is restored.

Deliverable 1: Photo documentation of dam removal by construction engineer and as-built plans are prepared and submitted to NHDES.

- Task 1. Mobilize equipment and materials and deploy on site for construction.
- Task 2. Conduct dewatering activities.
- Task 3. Deconstruct dam according to plans and permits.
- Task 4. Stabilize the construction site, including channel restoration according to plans and permits; complete post-construction evaluation according to plans and permits.
- Task 5. Develop and submit press releases, social media updates, and hold commemorative events.

Objective 2: Conduct project management and submit all required reports to NHDES.

Measures of Success: Project management activities are conducted, and reports are submitted to NHDES.

Deliverable 2: Financial documentation, semi-annual progress reports, pollutants controlled reports, and final report are submitted to NHDES.

- Task 6. Conduct project management including submittal of financial documents such as payment requests, match and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

Task 7: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, 2024, report is due by October 31, 2024
- Work completed October 1 – March 31, 2024, report is due by April 30, 2024.

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. If the grantee has not completed a timely submittal of the progress reports or PCR, all further payments will be suspended until the overdue reports are submitted and approved by NHDES.

Task 8: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include documentation for procurement of construction services, photo-documentation of constructed project components, proof that the project was constructed according to permits and conditions (photos, as-built plans, and other documentation required by the permit and grant agreement) additionally, the final report will comply with NHDES and U.S. EPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

\$150,000 in 2023 Watershed Assistance Grant monies to be received from the New Hampshire Department of Environmental Services (NHDES).

Funding Sources – Mill Pond Dam Removal, River Restoration and Installation of upper dam fish ladder

Funding Source	Amount	Cash/In-Kind	Federal/Non Federal	Pending/Committed
ARPA CFRING Grant	\$284,226	Cash	Federal	Committed
NOAA Habitat Restoration Funds	\$3,537,201	Cash	Federal	\$290,000 has been committed
Town CIP Funds FY22*	\$1,600,000	Cash	Non Federal	Committed
Town CIP Funds FY23*	\$1,400,000	Cash	Non Federal	Committed

*While the Town has approved CIP funds, it is expected that a majority of the project would be funded by outside partners.

The required match amount will be partly made up with in-kind committed staff time and the remaining from Town CIP funds.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby, upon recommendation of the Administrator, schedule a Public Hearing for Monday, June 26th, 2023 on Resolution #2023-15 Authorizing the Acceptance and Expenditure of a 2023 Watershed Assistance Grant In the Amount of \$150,000 From the New Hampshire Department of Environmental Services for the Mill pond Dam Removal Project and Authorizes the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham.

RESOLUTION #2023-15 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF AN 2023 WATERSHED ASSISTANCE GRANT IN THE AMOUNT OF \$150,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE MILL POND DAM REMOVAL PROJECT AND AUTHORIZING THE ADMINISTRATOR TO SIGN AND SUBMIT GRANT PAPERWORK ON BEHALF OF THE TOWN OF DURHAM

WHEREAS, the Town of Durham submitted a grant application titled, "Restoration of the Oyster River through Removal of the Mill Pond Dam," to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation on January 13, 2023; and

WHEREAS, in May 2023, the Town was notified that the Town was selected to receive a 2023 Watershed Assistance Grant for this project in the amount of \$150,000; 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, June 26th 2023, a duly posted and published Public Hearing was held by the Durham Town Council on the \$150,000 Watershed Assistance Grant monies in accordance with RSA 31:95-b;

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby approve **Resolution #2023-15** authorizing the acceptance and expenditure of a 2023 Watershed Assistance Grant in the amount of \$150,000 and authorizes the Administrator to sign and submit appropriate paperwork on behalf of the Town of Durham.

PASSED AND ADOPTED this ____ day of **June 2023**, by a majority vote of the Durham Town Council with ____ affirmative votes, ____ negative votes , and ____ abstentions.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachael Deane, Town Clerk-Tax Collector



TOWN OF DURHAM

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Durham, NH 03824
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AGENDA ITEM: **# 8D TS**

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Carolyn Signer, HDC Member

AGENDA ITEM: SHALL THE TOWN COUNCIL ENDORSE THE TOWN'S APPLICATION TO APPLY FOR A 2023 LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP) HISTORIC RESOURCE GRANT IN AN ESTIMATED AMOUNT NOT TO EXCEED \$400,000 FOR REHABILITATION OF THE BICKFORD-CHESLEY HOUSE AT WAGON HILL FARM?

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Carolyn Singer, HDC Member

AGENDA DESCRIPTION:

The 139-acre Wagon Hill Farm (WHF) was one of the first farms in the area established by European settlers, it has been owned by just three families, and remained in constant agricultural use for almost three hundred years. Located on US Route 4 in Durham, the farm is easily recognizable by a farm wagon on the hill silhouetted against the sky. The expansive farmland and its Bickford-Chesley Farmhouse aptly illustrate the continuum of NH agriculture. The Bickford-Chesley House is an excellent example of Federal-era rural architecture in NH's Seacoast Region. WHF is recognized by Durham residents (and beyond) as an important community resource, heavily used for recreation, community gardens, and river access for water activities.

The Bickford-Chesley House is situated on one of the last remaining intact large historic parcels of open land. Natural resources include the Oyster River, open fields, forestland, and salt marshes. Cultural resources include probable archaeological sites (Indigenous artifacts have been found on-site), foundation of the 17th century Davis Garrison House, an unlocated mass burial site (1704), a family

burial ground (1749-1788), frontage on the First NH Turnpike (1800-1803), boat landing/wharf on the Oyster River, an orchard, remains of a barn and cider mill, and Chesley's Grove, the site of 1920's Durham Day picnics (revived in the 1970's). The remains of a District Schoolhouse are also located on the western edge of the property, north of US Route 4.

In 2020 Arron Sturgis completed an "Existing Conditions Assessment" on the Bickford-Chesley House to document items needing immediate repair. Focused primarily on timber framing and the exterior envelope, the document needed to be expanded to address our future planning requirements. "Poor choices, neglect, and delay have almost ruined the Wagon Hill farmhouse (Bickford-Chesley House)." "You have lost the barn, you have lost the first-floor frame, you will lose the rest of the house if no action is taken." Arron Sturgis, January 28, 2020.

In 2021, the Town requested and received \$13,500 in support from LCHIP for a more expansive and complete Historic Building Conditions Assessment of the Bickford-Chesley House, April 2022, by Steven C. Mallory, Architectural Conservator, Beacon Street Home Inspection, and Structures North.

Once rehabilitated, the Bickford-Chesley House will support small gatherings/meetings/exhibit space on the first floor; a public kitchen/restrooms in the ell (for community events in the adjacent newly rebuilt barn - not part of LCHIP project). A Caretaker's apartment is planned for the 2nd floor. The new space will host temporary exhibits/programs on topics of general interest: Indigenous life/Durham history/history of enslaved individuals/evolving land use/student projects/& the work of contemporary local artists (photographs, paintings, ceramics, fiber arts, etc.).

Preservation of the Bickford-Chesley House aligns with Durham's 2015 Master Plan and approved 2023/24 Town Council goals where specific recommendations (including scope of work/firm pricing/funding plan) were identified.

Planned uses of the house focus on educational programming/exhibits (art/history/environment) and were conceived to strengthen collaboration with the community, local artists, environmentalists, & the Durham Historical Association.

Mooseplate funds were sought by the Town in 2022 for roof replacement but were not ultimately funded due to Mooseplate funding constraints.

In 2023, the Town plans to apply to LCHIP for funding to address, a select number of the following:

1. Fees-Archaeologist
2. Grade/remove veg - W elevation, N lawn, walkway to front door, stoop, steps
3. Foundation - reconstruction/repairs/resetting house & ell
4. Brick/stone masonry - reset/repoint house/ell foundation, 2 chimneys repoint, base repairs, minor repair fireboxes
5. Windows - 27 double hung sash, storms, cellar windows, 5 restored/replaced
6. Main house/ell - complete exterior prep, clapboard repair/replacement as appropriate/needed, prep, prime, paint
7. 1st floor framing - repair/replace appropriately as needed including brick, addition of support columns, fasteners, leveling, grading, poured concrete bolster
8. Porch-support structure, replace/repair framing, floor, posts, trim, ceiling, steps, limited gutter system
9. Repairs/replacement - plaster wall/ceiling, front stair hall, front door, fan light, insulation, pocket shutters, all interior finishes, painting
10. Floors-clean/revarnish/oil
11. Fire suppression system - install
12. ADA Ramp - install
13. Public Kitchen - install
14. Apartment - kitchen/bath
15. Mechanical - install
16. Electrical - install
17. Plumbing - install
18. Heating - install
19. Vapor barrier/dehumidifier
20. Fees 10% management fee/gen con

NOTE: On May 30th the Bickford-Chesley planning group will meet with Stephen Bedard and Town officials to further refine the specific LCHIP request in that the above scope of work exceeds the maximum LCHIP award amount.

The entire building from basement to attic needs to be rehabilitated. Because of age and condition all mechanical systems are outdated/non-functioning and need replacement.

Fire suppression system - Modernization
Mechanical - Modernization
Electrical - Modernization
Plumbing - Modernization
Heating - Modernization

To accommodate the new apartment on the second floor:

Kitchen & bath – Modernization
And new public uses on the first floor:
Public Kitchen – Modernization

The ADA Ramp is required for access to public spaces on the first floor.

ADA Ramp – Modernization

There are no routine maintenance items/activities in this rehabilitation project.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

At this time we estimate that the cost of improvements needed at the Bickford-Chesley farmhouse will be in the range of \$1,183,890.

LCHIP eligible expenses include:

1. Specialized preservation services such as:
 - Repairing historic windows
 - Carpentry work, such as repairing rotten wood in kind
 - Re-pointing historic masonry
 - Repairing historic plaster
 - Fees to a preservationist to supervise the work
 - Fees to an archaeologist, if significant ground disturbance is part of the project
 - Modernization expenses* (mechanical, electrical, plumbing, heating, life safety, and accessibility) *IF the modernization efforts fulfill the recommendations of a preservation plan regarding planned uses.
2. General Administrative expenses, capped at 5% of the LCHIP Grant Request.
3. Contingencies of no more than 10% of the estimated project expenses. Contingencies are not compensable – unallocated contingency will be removed from final project budget.

We believe our grant application for this grant round will be in the range of \$250,000-\$400,000.

TOTAL PROJECT COST (TPC)

Total Project Cost is the sum of all eligible LCHIP expenses. The maximum grant amount is 50% of the Total Project Cost, subject to the match requirements below.

MATCH REQUIREMENTS

LCHIP is a matching grant program: For each dollar that LCHIP awards, recipients must provide at least an equal amount of funding from other sources, although more than that is encouraged.

Minimum Match is the minimum amount of funding from sources other than LCHIP that must be contributed, and is equal to the LCHIP award.

Cash Match of the Minimum Match, at least 50% must be contributed in the form of cash. Cash sources include municipal appropriations or other designated municipal funds, private donations, state and federal funds, and grants from private foundations.

Non-Cash Match – Non-cash sources of funding may be included in the Minimum Match, but may not exceed 50% of the total Minimum Match. Non-cash sources of funding include volunteer time and donated goods and services. NOTE: non-cash is not a compensable expense. If, at the time of fund disbursement, cash funding exceeds cash expenses, the contingent LCHIP award will be reduced accordingly.

Overall Match – is the total of all non-LCHIP funding contribute, and is used to calculate leverage. If LCHIP contributes \$1, and other funding totals \$1, each LCHIP dollar will be leveraged by \$1. A more competitive proposal would include \$2 from other sources for each \$1 in LCHIP funding, strengthening the proposal's leverage. Leverage is a scoreable criteria established by NH RSA 227-M.

Allocation of Funds – LCHIP funds may not be allocated to expenses already covered by another source. For example, if a \$10,000 grant has been secured specifically to fund a roof repair, and the total estimated cost of the roof repair is \$11,000, only \$1,000 of the roof repair expense may be included in calculating the Total Project Cost. The \$10,000 expense, and funding source, are both ineligible.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Town Council does hereby endorse the Town's application to apply for a 2023 Land and Community Heritage Investment Program (LCHIP) Historic Resource grant in an estimated amount not to exceed \$400,000 for rehabilitation of the Bickford-Chesley House at Wagon Hill Farm.

Bickford - Chesley House, Durham, NH
Addendum – Prepared by Bedard Preservation & Restoration
May 2023

This addendum supplements the *Historic Building Conditions Assessment for the Bickford-Chesley House* done by Steven C. Mallory, April 2022.

Please note: this project will not be implemented in phases as described in Steven Mallory's report, but rather as a whole project.

DESCRIPTIONS:

Archaeologist(s) for Phase 1A - survey to determine the presence or absence of cultural resources in the project's potential impact area.

Basement/cellar

All areas:

Remove two furnaces, all ductwork, and hot water heaters.

Repair Brick walls where load-bearing (vaulted chimney bases and any other structural walls).

Replace spalling brick, cut and toothed out, new water struck same size brick replacements as necessary.

Structural framing repairs to First Floor Framing. Repair/replace structural framing as needed, saving as much historic fabric as possible.

Remove badly damaged three non-structural brick partitions. Replace with steel columns.

Remove brick pier and replace with steel structural column.

Install three "3 Light" window sash.

Level gravel floor surface, install vapor barrier with pea gravel topping. Install, dehumidification system, and sump pump.

Milk Room

Repair doorway.

Repair interior Window.

Repair brick floor.

Restrap ceiling with pressure treated material, install metal lath, plaster ceiling.

Install fire suppression system.

Coal Room

Remove oil tank

Foundation

Reset top granite as needed.

Reset granite steps as needed.

Repoint the entire Main House and Original Ell foundation as needed.

Exterior

Repair, replace trim as needed. All new trim will be back, and end primed before installation.
Repair, replace clapboards, as needed, with extra clear, quarter-sawn, spruce or cedar. All new clapboards will be back, and end primed before installation. New clapboards are to be "toothed-out".
Scrap, prime and paint the entire Main House and Original Ell.

North West Parlor and North East Parlor

Remove existing plaster/sheet rock ceiling, cleat, number, photograph and remove board by board split board lath. Clean out space between framing and lathing. Install new electrical wiring, and pipping, for fire suppression system. Install insulation. Replace/repair split board lath. Install wire lath over original, then plaster. Install plaster to match texture original surfaces.

Ceiling treatment typical for all First-Floor ceilings.

Walls repair/replace plaster as needed.

Provide and install replica nine over six wood windows or six over six windows per historic photographs.

Pocket shutters made functional. Repair/reinstall meeting rail between upper and lower shutters.
Typical for all First-Floor windows with pocket shutters.

Storm windows – install exterior wood storm windows; two lights with horizontal mullions aligned with meeting rail of replica sash.

Fireplace boarded over. Explore and repair as needed.

Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Front (North) Stair Hall

Repair front door, trim, door hardware, and transom fan. Transom light is identified as original to 1804, use muntin profile to replicate original window sash given that none survives.

Work typical as for all First-Floor ceilings.

Walls: repair/replace plaster as needed.

Stairs, treads and risers, balusters repainted; newel post, handrail left natural.

Clean floors, revarnish/oil.

East Kitchen

Work typical as for all First-Floor ceilings.

Repair brick hearth extending into firebox, and burned-out bricks in back area of fire box.

Repair trim, doors, door hardware. Make all doors operational.

Walls repair/replace plaster as needed.

Clean floors, revarnish/oil.

West Kitchen

Identify any original 1804 physical evidence, to determine how room was finished. If none found, repair/replace walls with simple baseboard and simple plaster.

Replace Work typical as for all First-Floor ceilings.

Install Replacement replica window to match North West Parlor for the modern window currently west wall. Exterior Storm window – 2 lights with horizontal mullion aligned with meeting rail of replica sash.

Original floor material lost. New wood flooring to be installed.

Back/Rear South Stair Hall

Work typical as for all First-Floor ceilings

Walls repair/replace plaster as needed.

Board over Fireplace. Explore and repair as needed.

Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Back Stairs

This stairway may be the main entrance for the planned apartment on the second floor. Consequently, it may be altered in rise and run to assure a comfortable and code compliance stairway. If the existing stairway is changed, the least amount of historic fabric will be disturbed. If it is unnecessary to change the stairway, it will be cleaned and repainted.

Second Floor

North West Chamber

Provide and install replica nine over six wood windows or six over six windows per historic photographs.

Storm windows – install exterior wood storm windows; two lights with horizontal mullions aligned with meeting rail of replica sash.

Pocket shutters made functional. Repair/reinstall meeting rail between upper and lower shutters. Typical for all Second-Floor windows with pocket shutters.

Ceiling:

Remove acoustical ceiling. Remove existing plaster/sheet rock ceiling, split board lath, cleat. Photograph, and number lath. Remove one by one. Clean out space between framing and lathing. Install new electrical wiring, and piping for fire suppression system. Replace/repair split board lath, install wire lath over original, then plaster. Smooth texture to be finished to match extant original surfaces.

Ceiling treatment typical for all Second-Floor ceilings.

Walls repair/replace plaster as needed, paint trim.
Repair trim, doors, door hardware. Make all doors operational.
Clean floors, revarnish/oil.
Fireplace boarded over. Explore and repaired as needed.

South West Chamber – Second Floor

The new kitchen / dining room for the apartment will be located here.

Ceiling treatment typical for all Second-Floor ceilings

Walls repair/replace plaster as needed, paint trim.
Repair trim, doors, door hardware. Make all doors operational.
Clean floors, revarnish/oil.

North East Chamber

Pocket shutters made functional. Repair/reinstall meeting rail between upper and lower shutters. Typical for all Second-Floor windows with pocket shutters.

Ceiling:

Ceiling treatment typical for all Second-Floor ceilings.
Walls repair/replace plaster as needed, paint trim.
Fireplace blocked off, clean up but will not be reopened.
Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Bathroom

Ceiling:

Ceiling treatment typical for all Second-Floor ceilings.

No historic features, except window trim to be repaired as necessary. All fixtures and finishes to be replaced (complete rehabilitation).

Upper Hall

Ceiling:

Ceiling treatment typical for all Second-Floor ceilings.

Walls repair/replace plaster as needed, paint trim.

Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Southeast Middle Chamber

Ceiling:

Ceiling treatment typical for all Second-Floor ceilings.

Fireplace to be left as is.

Walls repair/replace plaster as needed, paint trim.

Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Walk-In Storage Facing East

Ceiling:

Ceiling treatment typical for all Second-Floor ceilings.

Plaster repaired/replaced, painted.

Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Second Floor Rear South Stair Hall

Ceiling:

Ceiling treatment typical for all Second-Floor ceilings.

Plaster repaired/replaced, painted.

Repair trim, doors, door hardware. Make all doors operational.

Clean floors, revarnish/oil.

Attic

Second floor ceiling will be insulated with rockwool batts. Installed from above at Attic. Remove floor boards and replace after wiring, installing fire suppression system and insulating. Install new attic windows.

Ground Floor: Original E11

To be public kitchen/multi-use room.

Remove Ceiling, gypsum wall board, and insulation. Install new wiring/fire suppression system and replacement ceiling, re-strapped with Blueboard, and plastered.

Remove All walls finishes and insulation. Install insulation, Blueboard, and plaster finish.

When walls are opened it is hoped we can detect the width of windows from mortise holes in the top plate. Install replica windows in east and west walls. Remove existing door in west wall.



TOWN OF DURHAM

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AGENDA ITEM: **#8E TS**

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Rene Kelley, Police Chief

AGENDA ITEM: SHALL THE TOWN COUNCIL APPROVE ON FIRST READING ORDINANCE #2023-05 AMENDING CHAPTER 153 "VEHICLES AND TRAFFIC," SECTION 153-38 OF THE DURHAM TOWN CODE PROHIBITING TURNS AT THE INTERSECTIONS OF BAGDAD ROAD AT DENNISON ROAD AND DENNISON ROAD AT GARRISON AVE EXTENSION, AND SCHEDULE A PUBLIC HEARING FOR MONDAY, JUNE 26, 2023?

CC PREPARED BY: Rene Kelley, Police Chief

PRESENTED BY: Rene Kelley, Police Chief

AGENDA DESCRIPTION:

In 2021, Construction of the new Oyster River Middle School began. In order to safely facilitate traffic in the immediate area of the construction zone, the Town approved the temporary reconfiguration of the traffic pattern around the Oyster River Middle School. Prohibiting turns at the intersections of Bagdad Road at Dennison Road and Dennison Road at Garrison Avenue Extension allowed for traffic to flow a safe manner. Once construction was completed, the reconfigured traffic pattern remained in place per plan. This Ordinance change will memorialize what has already been installed.

LEGAL AUTHORITY:

The Town Council may enact Ordinances pursuant to Section 3.8 of the Durham Town Charter.

LEGAL OPINION:

No legal opinion was sought, as this is the standard format for ordinances of this type to be issued.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council hereby approves on First Reading Ordinance #2023-05 amending Chapter 153 "Vehicles and Traffic", Section 153-38 of the Durham Town Code by designation a section of Dennison Road as one-way traffic and schedules a public hearing for June 26, 2023.

ORDINANCE #2023-05 OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 153 “VEHICLES AND TRAFFIC,” SECTION 153-38 OF THE DURHAM TOWN CODE BY PROHIBITING TURNS AT THE INTERSECTIONS OF: BAGDAD ROAD AT DENNISON ROAD AND DENNISON ROAD AT GARRISON AVE EXTENSION

WHEREAS, in 2021 construction of the new Oyster River Middle School began; and

WHEREAS, in order to safely facilitate traffic in the immediate are of the construction zone, the traffic pattern at the Oyster River Middle School was reconfigured, and

WHEREAS, the Durham Traffic Safety Committee recommends the transition to one-way traffic and the permanent establishment of the reconfigurations;

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the governing body of the Town of Durham, New Hampshire hereby adopts Ordinance #2023-05 and does hereby amend Chapter 153 “Vehicles and Traffic,” Section 153-38 “Prohibited turns at intersections” of the Code of the Town of Durham by prohibiting turns at the intersections of: Bagdad Road at Dennison Road and Dennison Road at Garrison Ave Extension. Wording to be omitted is annotated with **strikeout** type. New wording is annotated with underscoring.

153-38. Schedule VI: Prohibited turns at intersections.

In accordance with the provisions of 153-8, no person shall make a turn of the kind designated below at any of the following locations:

Name of street	Direction of travel	Prohibited turn	Hours	At intersection of:
<u>Bagdad Road</u>	<u>East</u>	<u>Right</u>	<u>All</u>	<u>Dennison Road</u>
<u>Bagdad Road</u>	<u>West</u>	<u>Left</u>	<u>All</u>	<u>Dennison Road</u>
Bank/Tin Palace	North	Right	All	Pettee Brook Lane
Cowell Drive	West	Left	All	Madbury Road
<u>Dennison Road</u>	<u>North</u>	<u>Left</u>	<u>All</u>	<u>Garrison Ave. Extension</u>
Dennison Road	South	Right	All	Garrison Ave. Extension
Jenkins Court	North	Right	All	Pettee Brook Lane
Madbury Road	Both	Both	All	Garrison Avenue
Main Street	East	Left	All	West end/Pettee Brook Lane

Main Street	East	Right	All	East intersection of Mill Road
Mast Rd. Extension	East	Left	All	From Main Street into Mast Road Ext. opposite Field House
Metered Lots	Both	Right/Left (east)	All	Pettee Brook Lane
Mill Road	North	Left	All	Main Street
Pettee Brook Lane	West	Left	All	Jenkins Court
Pettee Brook Lane	West	Right	All	Rosemary Lane
Pettee Brook parking lot	North	Right	All	Pettee Brook Lane
Rosemary Lane	South	Left	All	Pettee Brook Lane

PASSED AND ADOPTED this ____ day of _____, by the Durham Town Council, the governing body of the Town of Durham, New Hampshire, with _____ voting in favor, voting against, and _____ abstaining.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



TOWN OF DURHAM

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AGENDA ITEM: #8F TS
DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Rene Kelley, Police Chief

AGENDA ITEM: SHALL THE TOWN COUNCIL APPROVE ON FIRST READING ORDINANCE #2023-06 AMENDING CHAPTER 153 "VEHICLES AND TRAFFIC," SECTION 153-43 OF THE DURHAM TOWN CODE CREATING A STOP INTERSECTION AT DENNISON ROAD/BAGDAD ROAD AND GARRISON AVE. EXTENSION/DENNISON ROAD, AND SCHEDULE A PUBLIC HEARING FOR MONDAY JUNE 26, 2023?

CC PREPARED BY: Rene Kelley, Police Chief

PRESENTED BY: Rene Kelley, Police Chief

AGENDA DESCRIPTION:

In 2021, construction of the new Oyster River Middle School began. In order to safely facilitate traffic in the immediate area of the construction zone, the Town approved the temporary reconfiguration of the traffic pattern around the Oyster River Middle School. Adding stop signs at Dennison Road/Bagdad Road and Garrison Avenue Extension/Dennison Road allowed for traffic to flow a safe manner. Once construction was completed, the reconfigured traffic pattern remained in place per plan. This Ordinance change will memorialize what has already been installed.

LEGAL AUTHORITY:

The Town Council may enact Ordinances pursuant to Section 3.8 of the Durham Town Charter.

LEGAL OPINION:

No legal opinion was sought, as this is the standard format for ordinances of this type to be issued.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council hereby approves on First Reading Ordinance #2023-06 amending Chapter 153 "Vehicles and Traffic", Section 153-43 of the Durham Town Code by creating stop intersections at Dennison Road/Bagdad Road and Garrison Ave Extension/Dennison Road and schedules a public hearing for June 26, 2023.

ORDINANCE #2023-06 OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 153 “VEHICLES AND TRAFFIC,” SECTION 153-43 OF THE DURHAM TOWN CODE BY CREATING A STOP INTERSECTION AT DENNISON ROAD/BAGDAD ROAD AND GARRISON AVE EXTENSION/DENNISON ROAD

WHEREAS, in 2021 construction of the new Oyster River Middle School began; and

WHEREAS, in order to safely facilitate traffic in the immediate are of the construction zone, the traffic pattern at the Oyster River Middle School was reconfigured, and

WHEREAS, the Durham Traffic Safety Committee recommends the creation and the permanent establishment of these stop intersections;

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the governing body of the Town of Durham, New Hampshire hereby adopts Ordinance #2023-06 and does hereby amend Chapter 153 “Vehicles and Traffic,” Section 153-43 “Stop Intersections” of the Code of the Town of Durham by designating a stop intersection at Dennison Road/Bagdad Road and Garrison Ave Extension/Dennison Road. Wording to be omitted is annotated with **strikeout** type. New wording is annotated with underscoring.

153-43. Schedule XI: Stop intersections.

In accordance with the provisions of 153-13, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop sign on	Direction of travel	At intersection of:
Adams Circle	West	Davis Avenue
Adams Point Road	West	Durham Point Road
Ambler Way	West	Canney Road
Bagdad Road	Both	Canney Road
Bagdad Road	East	Dover Road
Bagdad Road	North	Emerson Road
Bagdad Road	West	Madbury Road
Bartlett Road	East	Woodridge Road
Bartlett Road	North	Mill Road
Bayview Road	South	Dover Road

Stop sign on	Direction of travel	At intersection of:
Beards Landing	North	Coe Drive
Bennett Road	North	Newmarket Road
Bennett Road	West	Packers Falls Road
Bucks Hill Road	South	Bagdad Road
Bucks Hill Road	South	Partridge Berry Lane
Bucks Hill Road	North	Partridge Berry Lane
Bunker Lane	South	Route 4
Burnham Avenue	North	Faculty Road
Burnham Avenue	South	Oyster River Road
Canney Road	Both	Bagdad Road
Canney Road	South	Dover Road
Carriage Way	North	Packers Falls Road
Chesley Drive	South	Mill Pond Road
Cedar Point Road	North	Route 4
Church Hill Road	South	Mill Pond Road
Coe Drive	West	Dennison Road
Coe Drive	West	Bagdad Road
Cold Springs Road	North	Bennett Road
Colony Cove Road	West	Durham Point Road
Constable Way	West	Packers Falls Road
Cormorant Circle	West	Shearwater Road
Cowell Drive	West	Madbury Road
Croghan Lane	East	McGrath Road
Croghan Lane	West	Oyster River Road
Cutts Road	East	Longmarsh Road
Dame Road	East	Durham Point Road
Daisy Drive	East	Sumac Lane
Daisy Drive	West	Bucks Hill Road
Davis Avenue	East	Edgewood Road
Davis Court	West	Madbury Road
Deer Meadow Road	East	Fox Hill Road
Deer Meadow Road	South	Durham Point Road
Denbow Road (both)	West	Pinecrest Lane
Dennison Road	South	Woodman Road
<u>Dennison Road</u>	<u>North</u>	<u>Bagdad Road</u>
Durham Point Road	South	Newmarket Road

Stop sign on	Direction of travel	At intersection of:
Durham Trust Lot	West	Main Street
Durham Wastewater Treatment Plant	North	Piscataqua Road
Edgewood Road	Both	Davis Avenue
Edgewood Road	Both	Emerson Road
Edgewood Road	Both	Madbury Road
Edgewood Road	South	Main Street
Edgewood Road Ext.	Both	Emerson Road
Emerson Road	West	Madbury Road
Emerson Road	East	Bagdad Road
Emerson Road	West	Bagdad Road
Emerson Road	Both	Edgewood Road
Faculty Road	Southeast	Mill Pond Road
Faculty Road	West	Mill Road
Falls Way	West	Packers Falls Road
Ffrost Drive	East	Longmarsh Road
Ffrost Drive	North	Denbow Road
Fogg Lane	North	Mill Road
Foss Farm Road	North	Mill Road
Garden Lane	North	Faculty Road
Garden Lane	South	Oyster River Road
Garrison Avenue	Both	Madbury Road
Garrison Avenue	South	Main Street
<u>Garrison Ave Ext</u>	<u>East</u>	<u>Dennison Road</u>
Gerrish Drive	West	Canney Road
Glassford Lane	South	Cowell Drive
Griffiths Drive	East	Packers Falls Road
Griffiths Drive	South	Wednesday Hill Road
Hampshire Avenue	East	Madbury Road
Hampshire Avenue	North	Lundy Lane
Hampshire Avenue	South	Lundy Lane
Hemlock Way	North	Mill Road
Henry Bailey Stevens Way	East	Orchard Drive

Stop sign on	Direction of travel	At intersection of:
Hetzel Way	West	Fairchild Drive
Hoitt Drive	East	Garden Lane
Hoitt Drive	West	Oyster River Road
Jenkins Court	North	Pettee Brook Lane
Johnson Creek	North	Piscataqua Road
Langley Road	West	Durham Point Road
Laurel Lane (both)	East	Newmarket Road
Littlehale Road (both)	West	Emerson Road
Longmarsh Road	East	Durham Point Road
Longmarsh Road	South	Newmarket Road
Lundy Lane	East	Madbury Road
Lundy Lane	West	Hampshire Avenue
Madbury Road	Both	Garrison Avenue
Main Street	North	Madbury Road
Maple Street	East	Madbury Road
Maple Street	West	Meadow Road
Mast Road Extension	Both	Concord Road
Mathes Cove Road	South	Durham Point Road
McGrath Road	North	Garden Lane
McGrath Road	South	Thompson Lane
Meadow Road	North	Edgewood Road
Meserve Road	North	Mill Road
Mill Pond Road	Both	Faculty Road
Mill Pond Road	East	Newmarket Road
Mill Road	South/North	McDaniel Drive
Mill Road	South	Packers Falls Road
Mill Road	North	Main Street
Mill Road Plaza	West	Mill Road
Moharimet Way	East	Woodridge Road
Morgan Way	South	Piscataqua Road
Newmarket Road	North	Dover Road
Old Bagdad Road	West	Bagdad Road
Old Landing Road	North	Newmarket Road
Orchard Drive	West	Foss Farm Road
Oyster River Road	West	Thompson Lane
Oyster River Road	East	Thompson Lane

Stop sign on	Direction of travel	At intersection of:
Packers Falls Road	East/West	Wiswall and Packers Falls Road
Palmer Drive	East	Sunnyside Road
Park Court	South	Main Street
Park Court	North	Park Court
Park Court	West	Park Court
Partridge Berry Lane	East	Bucks Hill Road
Pendexter Road	East	Madbury Road
Pinecrest Lane	West	Sunnyside Drive
Quad Way (right turn only)	East	Main Street
Riverview East (both)	North	Piscataqua Road
Rosemary Lane	South	Pettee Brook Lane
Ross Road	South	Stagecoach Road
Sauer Terrace	South	Cowell Drive
Schoolhouse Lane	North	Dover Road
Schoolhouse Lane	South	Newmarket Road
Simmons Lane (both)	West	Newmarket Road
Spinney Road	East	Mast Road
Stagecoach Road	West	Newmarket Road
Stagecoach Road	West	Ross Road
Strafford Avenue	South	Garrison Avenue
Strafford Avenue	West	Edgewood Road
Strafford Avenue	East	Edgewood Road Extension
Sullivan Falls Road	West	Packers Falls Road
Sumac Lane	East	Canney Road
Sumac Lane	South	Daisy Drive
Sumac Lane	North	Daisy Drive
Tall Pines Road	South	Lee Hook Road
Technology Drive	South	Old Concord Road
Thompson Lane	South	Oyster River Road
Wiswall Road	North	Wiswall and Packers Falls Road
Woodman Road	West	Dennison Road

Stop sign on	Direction of travel	At intersection of:
Williams Way	East	Morgan Way
Winecellar Road	West	Longmarsh Road
Wiswall Road	North	Wiswall and Packers Falls Road
Woodman Road	West	Dennison Road
Woodman Road	East	Dennison Road
Woodridge Road	North	Mill Road
Wood Road	East	Madbury Road
Woodside Road	West	Madbury Road
Young Drive	South	Dover Road

PASSED AND ADOPTED this ____ day of _____ by the Durham Town Council, the governing body of the Town of Durham, New Hampshire, with _____ voting in favor, voting against, and _____ abstaining.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



TOWN OF DURHAM

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AGENDA ITEM: **#9** *TS*

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Matthias Dean-Carpentier, 265 Packers Falls Road

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ENERGY COMMITTEE CHAIR, APPOINT MATTHIAS DEAN-CARPENTIER, 265 PACKERS FALLS ROAD, TO FILL A REGULAR MEMBER VACANCY ON THE ENERGY COMMITTEE WITH NO TERM EXPIRATION?

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's information and consideration is an application for board appointment submitted by Matthais Dean-Carpentier, requesting appointment as a regular member to the Energy Committee.

Mr. Dean-Carpentier has attended at least one meeting of the Energy Committee and has spoken with Chair, Wayne Burton. Attached for the Council's information is Chair Burton's endorsement of Mr. Dean-Carpentier's appointment.

Mr. Dean-Carpentier will attend Monday night's Council meeting relative to his request for appointment.

On May 26, 2023, Energy Committee Member Bianca Leonard resigned her position on the Energy Committee creating one vacancy on the 11-member Committee. The other members include Nathaniel Balch, Ti Crossman, Steve Holmgren, Michael

Re: Matthias Dean-Carpentier Application to Energy Committee

Klein, John Lannamann, Townsend Zwart, Michael Lehrman, Wayne Burton,
Council Rep., Emily Friedrichs, Planning Board Rep. and Matthew Davis, UNH Rep.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of Energy Committee Chair, appoint Matthias Dean-Carpentier, 265 Packers Falls Road, to fill a regular member vacancy on the Energy Committee with no term expiration.



Town of Durham

8 Newmarket Road
Durham, NH 03824-2898
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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: Matthias Dean-Carpentier

Date: 5/15/2023

Address: 265 PACKERS FALLS ROAD

E-Mail Address: matthiasdeancarpentier@gmail.com

Telephone: 678-907-1837

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

1. Energy committee
2. Planning board
- 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

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

I am an engineer and Solar developer by trade. In the course of my work, I regularly participate in permitting Solar arrays through presentations to planning, zoning, and conservation committees throughout the Northeast. I am eager to use my experience and training to benefit our community in Durham. I believe that I can help guide the community in its goals for carbon reduction through renewable energy, EV infrastructure, and energy efficiency in addition to providing critical value to the planning board through my wide experience in permitting, zoning and general bylaw administration.

Please provide brief background information about yourself:

I have a Bachelor of Science in Geophysical Sciences from the University of Chicago and a Masters of Renewable Energy Engineering from the Oregon Institute of Technology. I have been working in the Solar Industry in the Northeast since 2015. I have personally designed, permitted and built hundreds of Megawatts of solar power in ground mounted, parking canopy, and rooftop form. In recent years, I have been working with agrivoltaic techniques to integrate Solar arrays with agriculture, along with assisting commercial and industrial customers in the use of energy storage and fleet conversion to electric Vehicles. I am passionate about using this knowledge for the benefit of Durham as a whole and to reduce the confusion that often accompanies such proceedings.

My wife Gwendolyn Lamar and I moved to Durham in the winter of 2020 and we are both eager to serve this town that we both fell in love with.

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

Name: Emily Friedrichs

Telephone: 603-706 -8174

Name: Bridget Acland

Telephone: 540-533-7942

Name: Telephone:



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.

From: [Wayne Burton](#)
To: [Karen Edwards](#)
Subject: Chair's Recommendation
Date: Wednesday, May 31, 2023 3:27:12 PM
Attachments: [Dean-Carpentier Application for Board Appointment.pdf](#)

Mathias Dean-Carpenter has already contributed significantly through his active participation in two Energy Committee meetings and with his strong experience in this area will be a highly valued new member to our group. I strongly recommend Town Council approval of this appointment.

Wayne M. Burton
Chair
Durham Energy Committee

Sent from my iPhone



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AGENDA ITEM: **#10** *TS*

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: David F. Emanuel, Fire Chief

AGENDA ITEM: PRESENTATION BY THE DURHAM FIRE DEPARTMENT ON
POSSIBLE RE-ORGANIZATION OF ADMINISTRATIVE POSITIONS
WITHIN THE FIRE DEPARTMENT.

CC PREPARED BY: Kelley Fowler, Administrative Assistant

PRESENTED BY: David F. Emanuel, Fire Chief

AGENDA DESCRIPTION:

In support of the mission and goals of the fire department, in 2022 the department identified the need to hire a deputy chief of safety, training, and risk reduction to assist with needs assessment and planning, as well as executing programs and projects, both short-term and long-term. Funding for the deputy chief position was approved by the Town Council in the department's 2023 Operating Budget.

After reviewing the talents, skills, and interest of fire department staff, the department has concluded that an efficient use of personnel realigns the command staff positions so that the assistant fire chief position will be responsible for risk reduction and data management and the deputy fire chief position will be responsible for operations and training.

For your review, attached please find revised position descriptions for the assistant fire chief and deputy chief positions, along with the fire department's organizational chart reflecting the position realignment.

LEGAL AUTHORITY: N/A


LEGAL OPINION: N/A

FINANCIAL DETAILS:

Funding for the deputy chief position was previously approved by the Town Council in the Fire Department's 2023 Operating Budget.

SUGGESTED ACTION OR RECOMMENDATIONS:

No action required at this time. Receive presentation from Chief Emanuel regarding the Fire Department re-organization of administrative positions.

	Assistant Chief of Risk Reduction Position Description		
Effective:	May 5, 2023	Identifier:	1.0.9
Revised:		Pages:	4
Reviewed:	Chief David F. Emanuel	Approved By:	Chief David F. Emanuel

1. PURPOSE:

1.1 This position description is established by the Durham Fire Department to outline the basic requirements, duties, and general responsibilities of the assistant chief of risk reduction and prevention position.

2. POSITION SUMMARY:

2.1 Under the supervision of the fire chief, this position is second-in-command of the fire department and responsible to manage the community risk reduction components of the fire department, including, but not limited to: policy development, record management, finance, information technology, data management, reporting, and analytics. The assistant chief is required to respond to emergency calls as necessary to effectively command and control the operational goals of the department. The assistant chief may perform the duties of the acting fire chief in the absence of the fire chief.

2.2 The primary function of the assistant chief of risk reduction is to perform community risk reduction through collection, analysis, and utilization of information and data to inform, educate, and to recommend actions for the department.

2.3 The secondary function of the assistant chief is to support the fire chief, deputy chief, and fire marshal with administrative, operational, technical, and supervisory work functions in operations, and training activities.

2.3 The employee is empowered to act within the spirit of the department's overall mission in the absence of a superior officer.

3. DUTIES AND RESPONSIBILITIES:

3.1 Department record and data management:

3.1.1 Establish and maintain software platforms/systems to record incident reporting information for fire, EMS, and community risk reduction data.

3.1.2 Maintain department records, reports, and analytics:

3.2.2.1 Inspections

3.2.2.2 Response

3.2.2.3 Capacity and capabilities

3.1.3 Prepare submissions, validation, and reporting as required for:

3.1.3.1 Town Reports – Quarterly and Annually

- 3.1.3.2 NFIRS
- 3.1.3.3 TEMSIS

3.2 Community risk reduction strategies:

- 3.2.1 Work closely with the fire chief to evaluate community risk reduction program needs and provide recommendations to achieve program goals and objectives.
- 3.2.2 Assist the fire marshal in coordinating with building officials for fire-related code review and approval of permits, and conduct on-site inspections for compliance with applicable codes and ordinances, as needed.
- 3.2.3 Work closely with the deputy chief of operations in managing a pre-incident analysis program of target hazards within the community.
- 3.2.4 Align department policies and procedures with the best management practices for fire department accreditation.
- 3.2.5 Manage SARA Tier II response planning.

3.3 Administrative:

- 3.3.1 Serve as a member of the executive leadership team providing strategic and succession planning, and essential support to the fire chief.
- 3.3.2 Participate in budget preparation and administration for the department and prepare cost estimates for budget recommendations.
- 3.3.3 Research opportunities, availability, and eligibility for grants.
- 3.3.4 Prepare specifications, estimates, bids, and contracts for review.
- 3.3.5 Serve as a management resource in all labor relation issues include disciplinary matters and participate in the administration of the collective bargaining agreements as well as the grievance process.
- 3.3.6 Participate in team management meetings to ensure the department fulfills its mission.
- 3.3.7 Participate in development and implementation of policies, rules and regulations, and standard operating guidelines (SOG's).
- 3.3.8 Participate in seminars, conferences, and training courses to keep abreast of technological advancements in firefighting, emergency medical services and rescue activities as required.
- 3.3.09 Represent, on occasion, the department at meetings and public gatherings.
- 3.3.10 Prepare written reports and documents in a concise, clear, and effective manner.
- 3.3.11 Perform other related duties as required.

4. QUALIFICATIONS:

4.1 General:

4.1.1 Demonstrate ability to communicate effectively both orally and in writing at the college level.

4.1.2 Knowledge of:

4.1.2.1 Applicable Laws and Regulations

4.1.2.2 Collective Bargaining Agreement

4.1.2.3 Electronic Computer Software

4.1.2.4 Strategy and Tactics

4.1.2.5 Fire and Emergency Medical Needs

4.1.2.6 Management practices, team building, problem-solving, and conflict resolution at the organizational level

4.1.2.7 Dynamics of local government and the community

4.2 Examination:

4.2.1 Must successfully complete and pass all written, practical, and oral assessments prescribed by the Durham Fire Department and hiring requirements for the State of New Hampshire.

4.3 Experience:

4.3.1 Must have a minimum of five (5) years' experience as a full-time firefighter/EMT or equivalent.

4.3.2 Experience as a chief officer, company officer, or training officer preferred.

4.3.3 Experience building and maintaining effective working relationships with internal and external partners.

4.4 Education:

4.4.1 Bachelor's degree or equivalent experience.

4.4.2 Completion of the Executive Fire Officer Program at the National Fire Academy and/or credentialed through the Commission on Professional Credentialing or equivalent preferred.

4.5 Residency Requirement:

4.5.1 Preferred residency within twenty (20) miles or thirty (30) minutes from Durham within six (6) months of appointment.

4.6 Certificate or Licenses:

4.6.1 Possession of a valid commercial driver's license

4.6.2 New Hampshire Certified Fire Officer II

4.6.3 Nationally Registered Emergency Medical Technician

5. PHYSICAL, MENTAL, ENVIRONMENTAL AND OTHER CONSIDERATIONS:

5.1 Strength and Mobility. Requires mobility to move to and from various points within the department facilities and within an outdoor environment. Must possess the ability to lift items more than one hundred (100) pounds occasionally and up to fifty (50) pounds frequently.

5.2 Mental. Must be capable of functioning in a work environment with a high level of mental stress and pressure.

5.3 Other Considerations:

5.3.1 This position requires standing, running, walking, sitting, kneeling, stooping/bending, lifting, squatting, pushing, pulling, crawling, jumping, sliding, climbing, pinching, gripping, digging, spraying, reaching over head, reaching away from body, and repetitive motion.

5.3.2 Will be required to work in all weather conditions and in extreme temperatures below zero degrees (0 degrees) Fahrenheit and in excess of one hundred degrees (100 degrees) Fahrenheit.

5.3.3 Work may be performed under dangerous, hazardous, and adverse conditions, including, but not limited to, weakened structures, slippery and uneven surfaces, proximity to moving mechanical equipment, burning structures, broken glass or other materials, electrical currents, high places, and confined spaces.

5.3.4 Work may result in exposure to contaminated environments, including, but not limited to, hazardous materials, smoke, gases, chemicals, fumes, odors, mist, and dust.

5.3.5 Work may result in exposure to blood-borne pathogens, infectious diseases, and illnesses, such as Hepatitis A, B or C, HIV, tuberculosis, smallpox, COVID-19, etc.


5.3.6 Work may result in exposure to high noise levels requiring the wearing of hearing protection.

5.3.7 This position requires the ability to read, write, speak, and understand the English language at a level adequate to perform the job.

5.3.8 This position will involve periods of high physical, mental and/or emotional stress.

5.3.9 Meet New Hampshire minimum standards for firefighter, and the physical ability to work while wearing protective equipment, including self-contained breathing apparatus.

5.3.10 Strenuous physical activity under extreme adverse conditions will be required frequently.

	Deputy Chief of Operations and Training Position Description		
Effective:	May 5, 2023	Identifier:	1.1.0
Revised:		Pages:	4
Reviewed:	Chief David F. Emanuel	Approved By:	Chief David F. Emanuel

1. PURPOSE:

1.1 This position description is established by the Durham Fire Department to outline the basic requirements, duties, and general responsibilities of the deputy chief of operations position.

2. POSITION SUMMARY:

2.1 Under the supervision of the fire chief, this position is third-in-command of the fire department and responsible for overseeing the operations of the department. The deputy chief of operations is required to respond to emergency calls as necessary to effectively command and control the operational goals of the department. The deputy chief may perform the duties of the acting fire chief in the absence of the fire chief and assistant chief.

2.2 The primary function of the deputy chief of operations is to perform administrative, operational, technical, and supervisory work functions in daily operations including, but not limited to, fire suppression, EMS, and maintaining shift staffing level, and direct training activities within the Durham Fire Department. Responsibility extends to appraisal of facilities, equipment, and personnel to ensure a constant state of readiness.

2.3 The secondary function of the deputy chief of operations is to assist the fire marshal with inspections and community risk reduction efforts, as needed.

2.4 The employee is empowered to act within the spirit of the department’s overall mission in the absence of a superior officer.

3. DUTIES AND RESPONSIBILITIES:

3.1 Oversee fire department operations and ensure daily operational readiness:

- 3.1.1 Manage the operations of the fire and EMS delivery system.
- 3.1.2 Respond in a timely fashion when called back to duty, if available.
- 3.1.3 Assist with fire station facility maintenance and management.
- 3.1.4 Direct oversight of company officers.
- 3.1.5 Oversee evaluation process, recommend personnel for promotion, discipline, or termination for all employees under their direct command.
- 3.1.6 Direct oversight of call company.

3.1.7 Work closely with the assistant chief in managing a pre-incident analysis program of target hazards within the community.

3.1.8 Support administrative staff and fire marshal with planning, coordinating, and executing public events, community education, and outreach programs.

3.1.9 Assist the fire marshal as needed with occupancy permits and conducting on-site inspections of residential, commercial, and industrial facilities to ensure compliance with applicable codes and ordinances.

3.2 Department training strategy duties:

3.2.1 Plan, develop, and implement comprehensive training programs and curriculum.

3.2.2 Acquire training resources and assets within established timelines and budget constraints.

3.2.3 Oversee and evaluate training for onboarding of new personnel.

3.2.4 Work closely with the assistant chief to evaluate training needs and budgets to meet the goals and objectives of the fire department and personnel career development.

3.2.5 Manage department training requests and the approval process.

3.2.6 Research, analyze, and synthesize data.

3.2.7 Prepare monthly, quarterly, and annual reports and recommendations.

3.3 Senior management administrative duties:

3.3.1 Serve as a member of the executive leadership team providing strategic and essential support to the fire chief.

3.3.2 Participate in budget preparation and administration for the department and prepare cost estimates for budget recommendations.

3.3.3 Participate in team management meetings to ensure the department fulfills its mission.

3.3.4 Participate in development and implementation of policies, rules and regulations, and standard operating guidelines (SOG's).

3.3.5 Participate in seminars, conferences, and training courses to keep abreast of technological advancements in firefighting, emergency medical services and rescue activities as required.

3.3.6 Represent, on occasion, the department at meetings and public gatherings.

3.3.7 Prepare written reports and documents in a concise, clear, and effective manner.

3.3.8 Perform other related duties as required.

4. QUALIFICATIONS:

4.1 General:

4.1.1 Demonstrate ability to communicate effectively both orally and in writing at the college level.

4.1.2 Knowledge of:

4.1.2.1 Applicable Laws and Regulations

4.1.2.2 Collective Bargaining Agreement

4.1.2.3 Electronic Computer Software

4.1.2.4 Strategy and Tactics

4.1.2.5 Fire and Emergency Medical Needs

4.1.2.6 Management practices, team building, problem-solving, and conflict resolution at the organizational level

4.1.2.7 Dynamics of local government and the community

4.2 Examination:

4.2.1 Must successfully complete and pass all written, practical, and oral assessments prescribed by the Durham Fire Department and hiring requirements for the State of New Hampshire.

4.3 Experience:

4.3.1 Must have a minimum of three (3) years' experience as a full-time firefighter/EMT or equivalent.

4.3.2 Experience as a chief officer, company officer, training officer preferred.

4.3.3 Experience building and maintaining effective working relationships with internal and external partners.

4.4 Education:

4.4.1 Hold a bachelor's degree or equivalent experience.

4.4.2 Completion of the Executive Fire Officer Program at the National Fire Academy and/or credentialed through the Commission on Professional Credentialing (or equivalent) preferred.

4.5 Residency Requirement:

4.5.1 Preferred residency within twenty (20) miles or thirty (30) minutes from Durham within six (6) months of appointment.

4.6 Certificate or Licenses:

4.6.1 Possession of a valid commercial driver's license

4.6.2 New Hampshire Certified Fire Officer II

4.6.3 Nationally Registered Emergency Medical Technician

5. PHYSICAL, MENTAL, ENVIRONMENTAL AND OTHER CONSIDERATIONS:

5.1 Strength and Mobility. Requires mobility to move to and from various points within the department facilities and within an outdoor environment. Must possess the ability to lift

items more than one hundred (100) pounds occasionally and up to fifty (50) pounds frequently.

5.2 Mental. Must be capable of functioning in a work environment with a high level of mental stress and pressure.

5.3 Other Considerations:

5.3.1 This position requires standing, running, walking, sitting, kneeling, stooping/bending, lifting, squatting, pushing, pulling, crawling, jumping, sliding, climbing, pinching, gripping, digging, spraying, reaching over head, reaching away from body, and repetitive motion.

5.3.2 Will be required to work in all weather conditions and in extreme temperatures below zero degrees (0 degrees) Fahrenheit and in excess of one hundred degrees (100 degrees) Fahrenheit.

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5.3.4 Work may result in exposure to contaminated environments, including, but not limited to, hazardous materials, smoke, gases, chemicals, fumes, odors, mist, and dust.

5.3.5 Work may result in exposure to blood-borne pathogens, infectious diseases, and illnesses, such as Hepatitis A, B or C, HIV, tuberculosis, smallpox, COVID-19, etc.

5.3.6 Work may result in exposure to high noise levels requiring the wearing of hearing protection.

5.3.7 This position requires the ability to read, write, speak, and understand the English language at a level adequate to perform the job.

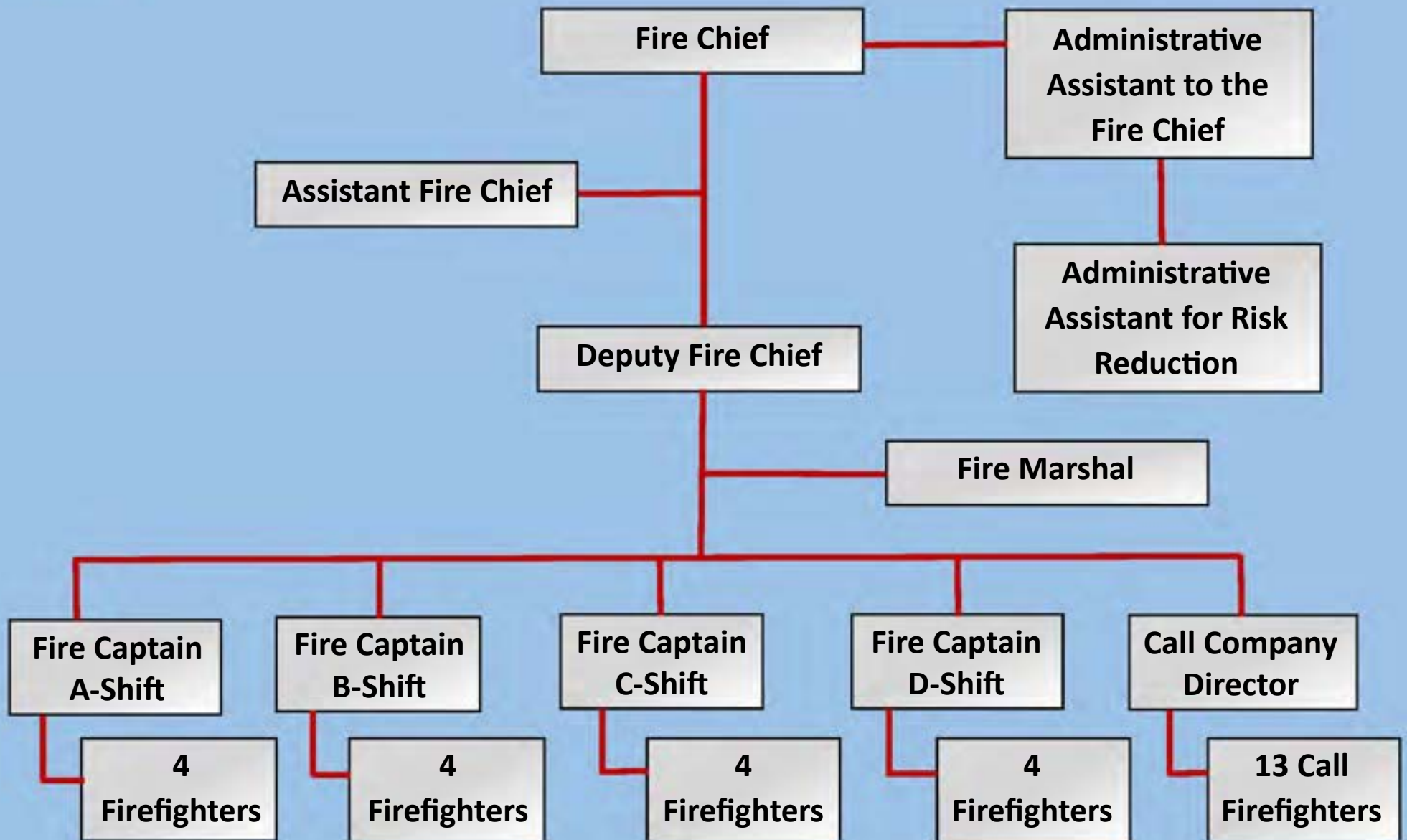
5.3.8 This position will involve periods of high physical, mental and/or emotional stress.

5.3.9 Meet New Hampshire minimum standards for firefighter, and the physical ability to work while wearing protective equipment, including self-contained breathing apparatus.

5.3.10 Strenuous physical activity under extreme adverse conditions will be required frequently.



Durham Fire Department Organizational Chart





TOWN OF DURHAM

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

AGENDA ITEM: **# 11A TS**

DATE: **June 5, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Public Works Department

AGENDA ITEM: PUBLIC HEARING AND ACTION ON RESOLUTION #2023-16
AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF AN
AMERICAN RESCUE PLAN ACT (ARPA) GRANT IN THE AMOUNT
OF UP TO \$30,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES FOR THE STORMWATER ASSET
MANAGEMENT PROJECT AND AUTHORIZES THE ADMINISTRATOR
TO SIGN AND SUBMIT GRANT PAPERWORK ON BEHALF OF THE
TOWN OF DURHAM

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

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

AGENDA DESCRIPTION:

The purpose of this Council Communication is to request that the Council approve a Resolution authorizing the acceptance and expenditure of an American Rescue Plan Act (ARPA) Grant in the amount of up to \$30,000 from the New Hampshire Department of Environmental Services for the Stormwater Asset Management Project and authorize the Administrator to sign and submit grant paperwork on behalf of the Town of Durham.

Durham Public Works submitted a pre-application to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation in June 2022.

In October 2022, DPW was notified that the Town was offered an American Rescue Plan Act (ARPA) grant for this study in the amount of \$30,000. The Council approved the grant as part of the Capital Fund Budget for 2023.

The goals of the Town’s stormwater Asset Management Program (AMP) are to develop the following:

- 1. Vision Statement and Stakeholder Identification** – The vision statement will identify and define all community stakeholder groups (both internal and external). This community-specific vision statement will help communicate the purpose and overarching goals of what the AMP will do for Durham and its various stakeholder groups.
- 2. Asset Inventory and Condition** - The asset inventory will include each asset name (with a naming convention that makes sense for the specific community), location and all pertinent information known about each asset.



Photos above: Catch Basin structure on Schoolhouse Rd. with pipe locations.

- 3. Level of Service Workshop** – The level of service workshop will include the Town, NHDES, consultant, and other stakeholders such as UNH to define the level of service goals for the Town’s stormwater system. This workshop will be held within the first quarter of the program timeline.

4. **Prioritization** – The Town will prioritize assets based on condition assessment and criticality. A risk assessment type matrix comparing likelihood of failure vs. consequence of failure will be developed and is an effective and useful tool for helping to prioritize assets and to visualize the state of Durham’s stormwater assets.
5. **Life Cycle Cost Analysis** – We will analyze life cycle costs of each critical asset including capital costs, operating costs (including energy costs for all vertical assets), maintenance costs for the life of the assets, and final disposal costs for the assets.
6. **Funding Strategy** – The Town and AMP team will identify a funding strategy for asset maintenance and replacement, showing the need for increased revenue, or justification of adequate revenue, for the long-term management of the assets.
7. **Implementation Plan** – An implementation plan will be developed to explain how Durham will continue to maintain and use the AMP. The implementation plan will include a description of how Durham will incorporate energy and water conservation into day-to-day operations. This implementation plan is critical to the continuation of using and adapting the AMP to meet the Town’s needs.
8. **Communication Plan** – We will develop a communication plan with a time frame for completion of deliverables to inform stakeholders about the AMP and its capabilities. This communication plan will identify the most effective methods of communicating with each stakeholder group identified during the development of the community’s vision statement.

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

Environmental Partners was selected through a competitive RFQ process to complete this work as they continue to work with the Town on a vast majority of the Town’s MS4 stormwater system needs.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

\$30,000 in American Rescue Plan Act (ARPA) Grant monies to be received from the New Hampshire Department of Environmental Services (NHDES). The Council approved the grant as part of the Capital Fund Budget for 2023.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION 1:

The Durham Town Council does hereby OPEN the Public Hearing on Resolution #2023-16 authorizing the Acceptance and Expenditure of an American Rescue Plan Act (ARPA) Grant In the Amount of up to \$30,000 From the New Hampshire Department of Environmental Services for the Stormwater Asset Management Project and Authorizes the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham.

MOTION 2:

The Durham Town Council does hereby CLOSE the Public Hearing on Resolution #2023-16 authorizing the Acceptance and Expenditure of an American Rescue Plan Act (ARPA) Grant In the Amount of up to \$30,000 From the New Hampshire Department of Environmental Services for the Stormwater Asset Management Project and Authorizes the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham.

MOTION 3:

The Durham Town Council does hereby ADOPT Resolution #2023-16 authorizing the Acceptance and Expenditure of an American Rescue Plan Act (ARPA) Grant In the Amount of up to \$30,000 From the New Hampshire Department of Environmental Services for the Stormwater Asset Management Project and Authorizes the Administrator to Sign and Submit Grant Paperwork on Behalf of the Town of Durham.

RESOLUTION #2023-16 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF AN AMERICAN RESCUE PLAN ACT (ARPA) GRANT IN AN AMOUNT UP TO \$30,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR THE STORMWATER ASSET MANAGEMENT PROJECT AND AUTHORIZES THE ADMINISTRATOR TO SIGN AND SUBMIT ALL NECESSARY PAPERWORK

WHEREAS, the Town of Durham submitted a pre-application to the New Hampshire Department of Environmental Services (NHDES) as part of their project solicitation in June 2022; and

WHEREAS, in October 2022, the Town was notified that the Town was offered an American Rescue Plan Act (ARPA) grant for this planning study in the amount of up to \$30,000; and

WHEREAS, the Town of Durham, after thorough consideration, decided that the completion of the Stormwater Asset Management Project is of critical importance to the future planning of capital improvements for the stormwater collection system; and

WHEREAS, the Council approved the grant as part of the Capital Fund Budget for 2023; 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, a Public Hearing notice was published in the *Foster's/Seacoast Online* on Thursday, May 18, 2023. The notice was also posted on the outside bulletin board at the Town Hall, as well as at the Durham Public Library and Department of Public Works.

WHEREAS, on Monday, June 5th 2023, a duly posted and published Public Hearing was held by the Durham Town Council on the \$30,000 ARPA monies in accordance with RSA 31:95-b;

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby approve **Resolution #2023-16** authorizing the acceptance and expenditure of an American Rescue Plan Act Grant in the amount up to \$30,000 and authorizes the Administrator to sign and submit appropriate paperwork on behalf of the Town of Durham.

PASSED AND ADOPTED this 5th day of **June 2023**, by a majority vote of the Durham Town Council with _____ affirmative votes, _____ negative votes , and _____ abstentions.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



TOWN OF DURHAM

8 Newmarket Road
Durham, NH 03824
Tel: 603-868-5571
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AGENDA ITEM: **#11B** TS

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Planning Board

AGENDA ITEM: PUBLIC HEARING AND ACTION ON ORDINANCE #2023-03 TO AMEND CHAPTER 175 "ZONING", ARTICLE XIII, "WETLAND CONSERVATION OVERLAY DISTRICT" AND ARTICLE XIV, "SHORELAND CONSERVATION OVERLAY DISTRICT" OF THE DURHAM TOWN CODE.

CC PREPARED BY: Michael Behrendt, Town Planner

PRESENTED BY: Michael Behrendt, Town Planner

AGENDA DESCRIPTION:

Town Council consideration of a proposed zoning amendment initiated by the Planning Board on April 26, 2023 pertaining to conditional use criteria, formatting, and procedures in the Wetland Conservation Overlay District (WCOD) and the Shoreland Protection Overlay District (SPOD).

BACKGROUND

The Conservation Commission voted on March 27, 2023 to recommend a set of amendments to the WCOD and the SPOD. The draft was presented to the Planning Board on April 12. The board made some changes to the draft and then held a public hearing on that revised version on April 26. That same evening, after the public hearing, the board made several minor changes to the document and then voted to formally initiate the amendment. It is now before the Town Council for consideration. If the council wishes to move the amendment forward it will hold a first reading and schedule a public hearing.

Wetland and Shoreland Overlay Districts. The Planning Board receives many applications for conditional uses in the Wetland and Shoreland Overlay Districts. The applications are for single family, commercial, utility, and other uses. The WCOD

includes a wetland and an adjacent buffer strip 75 or 100 feet wide (there is a 150-foot-wide buffer for certain rare wetlands). The SPOD includes surface waters (numerous rivers, streams, a few ponds, and Little Bay) and an adjacent setback of 25, 75, or 125 feet depending on the specific water body. A range of structures and uses are allowed within the overlay districts, variously, with no review by a Town board (Permitted Use A), a moderate level of review by the Conservation Commission and the Planning Board (Permitted Use B), or a detailed review by the commission and the board (Conditional Use).

The Planning Board is currently reviewing the entire Zoning Ordinance, section by section, making substantial changes as needed. The Conservation Commission recognized that there are shortcomings in the WCOD and the SPOD so the Commission will be preparing a set of changes to the two districts, nicely supporting the Planning Board's zoning overhaul for these articles.

Conservation Commission Committee. The Conservation Commission appointed a committee to do two things: 1) develop changes to the four criteria for conditional uses in the WCOD and SPOD; and 2) review the entirety of these two articles and propose appropriate changes. The committee completed the first task and continues work on the second. It will take a number of months for the committee to develop a new draft of these articles.

The members of the committee are Conservation Commission members Neil Slepian and Dwight Trueblood, Planning Board members Paul Rasmussen and Emily Friedrichs, and former Conservation Commission chair and current Town Council chair Sally Needell. The commission asked Ms. Needell to serve and asked the Planning Board to appoint one or two members, which it did.

Purpose of Amendment. The current amendment is focused on new wording for the conditional use criteria: subsections 175-61. B. (and a new C.) and 175-72. B. (and a new C.). The committee included other secondary improvements while it was examining the conditional use criteria – the main paragraphs of the Permitted Use B. and the Conditional Use. It also added a note under Sections 175-59 and 175-70 Applicability, about the applicant's responsibility to consult with the New Hampshire Department of Environmental Services about any required state permits.

The existing allowed uses and criteria for the WCOD and SPOD are virtually identical, and the proposed amendments are likewise virtually identical (e.g., with references to the *WCOD* or *SPOD* and the *wetland* or *water resource*, respectively).

Criterion 1. The new criterion 1. is largely a reworking of the current criterion 1. One impetus to revise the criteria was the frustration that the commission experienced with the Gerrish Drive subdivision. The commission was inclined to examine a possible alternative access from Bagdad Road but was precluded from doing so because the

allowance for an alternative location had to be outside of the WCOD (under criterion 1.), even though an access from Bagdad Road might theoretically have had less environmental impact. The change in criterion 1. would allow for the examination of an alternative access even if that alternative still runs through the WCOD. This change provides more flexibility, but still involves a fairly high hurdle for a determination that an access different from that proposed by the applicant should be used, as provided in a), b), and c) under criterion 1.

Standard 1. a) refers to impact on the WCOD/SPOD *and* overall ecological values because it would not be productive to expect a different access with *less impact* on the WCOD/SPOD be used, if that access had a *more adverse impact* on overall ecological values. It was debated, therefore, whether to retain WCOD/SPOD in this standard along with the overall ecological values, but I think it should be retained because the focus of these overlay districts is on the wetlands and water resources.

On a second point one might ask why we include b) be workable and c) be reasonable under criterion 1. These are different things. We had a conditional use application a while ago for a new house off Durham Point Road on a large, high value lot.

Other Criteria. The new criteria 2. and 3. are mainly a reworking of current criteria 2., 3., and 4. The proposed criterion 4. is new. The intent of this standard is to allow for an application to be denied in a very rare situation where a high value wetland or water resources is being substantially harmed, such as where a large area of a bog would be filled. Inclusion of this provision is especially useful if the 8 general conditional use criteria (which include broad language about impact on natural resources) are removed from consideration for conditional uses in the near future in the WCOD and SPOD as has been recommended by the Town Planner and others. See the second sentence in 4. *I want to emphasize that the intent here is not to create a burden for applicants to pay for additional studies to demonstrate that they are not having a substantial adverse impact. This requirement should be triggered only in rare situations.*

Procedures. The procedure for input from the Conservation Commission is clarified. It is ambiguous what “with the advice of the Conservation Commission” means. The new language states simply that the Planning Board cannot take final action until the commission has offered its comments.

On Monday, May 15, 2023, the Town Council reviewed and discussed the attached proposed Ordinance and scheduled a Public Hearing on the Ordinance for Monday, June 5, 2023. A Public Hearing notice was published in the *Foster's/Seacoast Online* on Thursday, May 18, 2023. The notice was posted on the outside bulletin board at the Town Hall, as well as at the Durham Public Library and the Department of Public Works.

LEGAL AUTHORITY:

RSA 674:21, 675:2, and 175-14 of the Durham Zoning Ordinance.

LEGAL OPINION: n/a

FINANCIAL DETAILS: n/a

SUGGESTED ACTION OR RECOMMENDATIONS:

The Durham Town Council does hereby OPEN the Public Hearing on Ordinance #2023-03, to amend Chapter 175 "Zoning", Article XIII, "Wetland Conservation Overlay District" and Article XIV, "Shoreland Conservation Overlay District" of the Durham Town Code.

The Durham Town Council does hereby CLOSE the Public Hearing on Ordinance #2023-03, to amend Chapter 175 "Zoning", Article XIII, "Wetland Conservation Overlay District" and Article XIV, "Shoreland Conservation Overlay District" of the Durham Town Code.

The Durham Town Council does hereby ADOPT Ordinance #2023-03, to amend Chapter 175 "Zoning", Article XIII, "Wetland Conservation Overlay District" and Article XIV, "Shoreland Conservation Overlay District" of the Durham Town Code.

ORDINANCE #2023-03 OF DURHAM, NEW HAMPSHIRE

AN ORDINANCE AMENDING CHAPTER 175 “ZONING”, ARTICLE XIII, “WETLAND CONSERVATION OVERLAY DISTRICT” AND ARTICLE XIV, “SHORELAND CONSERVATION OVERLAY DISTRICT” OF THE DURHAM TOWN CODE

WHEREAS, the Wetland Conservation Overlay District (WCOD) and Shoreland Protection Overlay District (SPOD) are important overlay districts for protecting wetlands, water resources, and other natural resources in Durham and beyond and the purposes of each district are stated in Sections 175-58 and 175-69 respectively; and

WHEREAS, the Conservation Commission appointed a committee to review the four conditional use criteria contained in both the WCOD and SPOD, recognizing that there are some shortcomings with the current criteria; the committee carefully reviewed the two articles in the Zoning Ordinance; and presented proposed revisions to the Conservation Commission; and

WHEREAS, the Conservation Commission discussed and analyzed possible changes to the conditional use criteria over five meetings, finally endorsing a set of proposed changes on March 27, 2023 and forwarding the proposal to the Planning Board for consideration; and

WHEREAS, the proposed changes were presented to the Planning Board on April 12, 2023, the Planning Board made some modifications to the draft, and scheduled a public hearing on the revised draft on April 26, 2023; and

WHEREAS, the Planning Board held a public hearing on April 26, 2023 and received generally positive responses to the proposal, the Planning Board made several minor adjustments to the draft, and then duly voted to formally initiated this amendment and forward it to the Town Council for consideration; and

WHEREAS, the proposed changes represent an improvement in the current WCOD and SPOD articles of the Zoning Ordinance in terms of clarifying the procedure for the Conservation Commission to make its recommendations, improving the formatting, and providing more precise, environmentally grounded, practical, and reasonable standards for review; and

WHEREAS, the intent of the new criterion in 175-61. B.4. and 175-72. B. 4. is to allow for consideration of potential substantial adverse impact upon very valuable wetland and water resources in rare situations, and not to require applicants to do additional studies or pay for additional studies to demonstrate that the proposal does not have a substantial adverse impact, except in those rare situations; and

WHEREAS, at its meeting on May 15, 2023, the Town Council moved this ordinance on First Reading and scheduled a Public Hearing for its meeting on Monday, June 5, 2023. A Public Hearing notice was published in the *Foster's/Seacoast Online* on Thursday, May 18, 2023. The notice was also posted on the outside bulletin board at Town Hall, as well as at the Durham Public Library and Department of Public Works.

NOW, THEREFORE BE IT RESOLVED, that the Town of Durham, through the Durham Town Council, the legislative and governing body of the Town of Durham, New Hampshire, hereby adopts Ordinance #2023-03 and does hereby amend Chapter 175 "Zoning", Article XIII, "Wetland Conservation Overlay District" and Article XIV, "Shoreland Conservation Overlay District" of the Durham Town Code.

Wording to be omitted is annotated with **strikeout** type. New wording is annotated with underscoring.

Article XIII - Wetland Conservation Overlay District

175-59. Applicability.

- C. The provisions of this article apply in addition to any state requirements for a dredge and fill permit or other state approval or permit. It is the intention of the Town that these provisions be coordinated with state requirements and standards but that these standards shall govern if they are more stringent than state standards. *(NOTE: It is the responsibility of the property owner/applicant to consult with the New Hampshire Department of Environmental Services to obtain all required permits for any ground disturbance in wetlands.)*

175-60. Permitted Uses in the WCOD.

- B. The following uses *or and* activities, including any necessary grading, shall be permitted in the WCOD *if only if* they are permitted in the underlying zoning district *provided that the Zoning Administrator issues a permit for the activity after and* the Planning Board, *with the advice of the Conservation Commission,* determines that: *a.) 1) appropriate erosion control measures will be used, b.) 2) any disturbed area will be restored, and c.) 3) the activity will be conducted in a manner that minimizes any impact on the wetland. The Planning Board shall not take final action on an application until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations.*

175-61. Conditional Uses in the WCOD.

- A. The following uses, including any necessary grading, shall be permitted as conditional uses in the WCOD provided that the use is allowed in the underlying zoning district *and the Planning Board determines that the criteria in 175-61. B., below, are met. and a Conditional Use Permit is granted by the Planning Board in accordance with Article VII:*

The Planning Board shall not take final action on an application until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations.

...

B. The Planning Board shall approve a Conditional Use Permit for a use in the WCOD only if it finds that all four of the following criteria have been met in addition to the general criteria for conditional uses and any performance standards for the particular use:

1. There is no alternative design and location on the parcel for the proposed project that would:

- a) have less adverse impact on the WCOD and overall ecological values;*
- b) be workable; and*
- c) be reasonable to expect the applicant to utilize.*

2. The design, construction, maintenance and operation of the proposed structures and activities within the wetland and buffer will minimize soil disturbance and adverse impacts to water quality to the extent workable.

3. Mitigation and restoration activities of the area being disturbed will allow for the site to perform the functions of the wetland and buffer to the extent workable. Planting of native or naturalized vegetation shall be included as appropriate (See Section 175-60 A. 1. for reference).

4. The proposed project will not have substantial adverse impacts to known rare species, rare habitats, water quality, aquatic connectivity, or wildlife corridors. Applicants are not required to provide supporting documentation for this criterion unless the Planning Board has good reason to believe this criterion applies.

C. Ecological value is defined as the environmental functions performed by all lands and waters to support the variety of habitats and the abundance and diversity of all flora and fauna.

~~*B. The Planning Board shall approve a Conditional Use Permit for a use in the WCOD only if it finds, with the advice of the Conservation Commission, that all of the following standards have been met in addition to the general standards for conditional uses and any performance standards for the particular use:*~~

- ~~*1. There is no alternative location on the parcel that is outside of the WCOD that is reasonably practical for the proposed use;*~~
 - ~~*2. The amount of soil disturbance will be the minimum necessary for the construction and operation of the facilities as determined by the Planning Board;*~~
 - ~~*3. The location design, construction, and maintenance of the facilities will minimize any detrimental impact on the wetland, and mitigation activities will be undertaken to counterbalance any adverse impacts; and*~~
 - ~~*4. Restoration activities will leave the site, as nearly as possible, in its existing condition and grade at the time of application for the Conditional Use Permit.*~~
-

Article XIV – Shoreland Protection Overlay District

175-70. Applicability.

The provisions of this article apply in addition to any state requirements for shoreland areas or other state approvals or permits. It is the intention of the Town that these provisions be coordinated with state requirements and standards but that these standards shall govern if they are more stringent than state standards. *(NOTE: It is the responsibility of the property owner/applicant to consult with the New Hampshire Department of Environmental Services to obtain all required permits for any activities within or in proximity to protected water resources.)*

175-71. Permitted Uses in the SPOD.

- B. The following uses ~~or and~~ activities, including any necessary grading, shall be permitted in the SPOD ~~if only if they are permitted in the underlying zoning district provided that the Zoning Administrator issues a permit for the activity after and~~ the Planning Board, ~~with the advice of the Conservation Commission,~~ determines that: ~~a.) 1)~~ appropriate erosion control measures will be used, ~~b.) 2)~~ any disturbed area will be restored, and ~~c.) 3)~~ the activity will be conducted in a manner that minimizes any impact on the shoreland. *The Planning Board shall not take final action on an application until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations.*

175-72. Conditional Uses in the SPOD.

- A. The following uses, including any necessary grading, shall be permitted as conditional uses in the SPOD provided that the use is allowed in the underlying zoning district ~~and the Planning Board determines that the criteria in 175-72. B., below, are met. and a Conditional Use Permit is granted by the Planning Board in accordance with Article VII:~~ *The Planning Board shall not take final action on an application until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations.*

...

- B. *The Planning Board shall approve a Conditional Use Permit for a use in the SPOD only if it finds that all four of the following criteria have been met in addition to the general criteria for conditional uses and any performance standards for the particular use:*
1. *There is no alternative design and location on the parcel for the proposed project that would:*
 - a) *have less adverse impact on the SPOD and overall ecological values;*
 - b) *be workable; and*
 - c) *be reasonable to expect the applicant to utilize.*

2. *The design, construction, maintenance and operation of the proposed structures and activities within the water resource and buffer will minimize soil disturbance and adverse impacts to water quality to the extent workable.*
 3. *Mitigation and restoration activities of the area being disturbed will allow for the site to perform the functions of the water resource and buffer to the extent workable. Planting of native or naturalized vegetation shall be included as appropriate (See Section 175-60 A. 1. for reference).*
 4. *The proposed project will not have substantial adverse impacts to known rare species, rare habitats, water quality, aquatic connectivity, or wildlife corridors. Applicants are not required to provide supporting documentation for this criterion unless the Planning Board has good reason to believe this criterion applies.*
- C. *Ecological value is defined as the environmental functions performed by all lands and waters to support the variety of habitats and the abundance and diversity of all flora and fauna.*
- ~~B. The Planning Board shall approve a Conditional Use Permit for a use in the SPOD only if it finds, with the advice of the Conservation Commission, that all of the following standards have been met in addition to the general standards for conditional uses and any performance standards for the particular use.~~
- ~~1. There is no alternative location on the parcel that is outside of the SPOD that is reasonably practical for the proposed use;~~
 - ~~2. The amount of soil disturbance will be the minimum necessary for the construction and operation of the facilities as determined by the Planning Board;~~
 - ~~3. The location design, construction, and maintenance of the facilities will minimize any detrimental impact on the adjacent shoreland and waterbody as well as downstream waterbodies, and mitigation activities will be undertaken to counterbalance any adverse impacts; and~~
 - ~~4. Restoration activities will leave the site, as nearly as possible, in its pre-existing condition and grade at the time of application for the Conditional Use Permit.~~

PASSED AND ADOPTED this ___ day of ___, 2023 by the Durham Town Council, the legislative and governing body of the Town of Durham, New Hampshire, with ___ voting in favor, ___ voting against, and ___ abstaining.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector

From: [Michael Behrendt](#)
Subject: WCOD/SPOD ordinance - possible changes
Date: Wednesday, May 24, 2023 10:08:50 AM

To the Conservation Commission,
This is the email that I sent to Todd Selig in response to Jake's email.

Michael Behrendt

Durham Town Planner
8 Newmarket Road
Durham, NH 03824
(603) 868-8064

From: Michael Behrendt
Sent: Wednesday, May 24, 2023 10:07 AM
To: Todd Selig <tselig@ci.durham.nh.us>
Subject: WCOD/SPOD ordinance

Todd,
I disagree with and object to the implication that applications involving the Conservation Commission have sometimes been late. *That is simply not the case in projects that I have been involved with* (though indeed the whole review for Mill Plaza was highly problematic and the review for the Gerrish Drive subdivision was long and complicated). Nonetheless, I concur with the two suggestions from Jake and the commission, that adding two items would be helpful. I show possible additions here in **green**, the same language in four places except for the terms WCOD and SPOD, used respectively in the two overlay districts:

175-60. Permitted Uses in the WCOD.

- B. The following uses ~~or~~ **and** activities, including any necessary grading, shall be permitted in the WCOD **if only if** they are permitted in the underlying zoning district ~~provided that the Zoning Administrator issues a permit for the activity after~~ **and** the Planning Board, ~~with the advice of the Conservation Commission,~~ determines that: ~~a.)~~ **1)** appropriate erosion control measures will be used, ~~b.)~~ **2)** any disturbed area will be restored, and ~~c.)~~ **3)** the activity will be conducted in a manner that minimizes any impact on the wetland. **The Planning Board shall not take final action on an application, including an application that has been**

returned to the commission for additional review, until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations. Applications shall be presented to the Conservation Commission in a timely manner. If any element of an application pertinent to the WCOD is significantly changed after the Conservation Commission has offered its comments/recommendations, the application shall be returned to the commission to provide an opportunity for the commission to offer its comments/recommendations on those changes.

175-61. Conditional Uses in the WCOD.

- A. The following uses, including any necessary grading, shall be permitted as conditional uses in the WCOD provided that the use is allowed in the underlying zoning district *and the Planning Board determines that the criteria in 175-61. B., below, are met. ~~and a Conditional Use Permit is granted by the Planning Board in accordance with Article VII:~~ The Planning Board shall not take final action on an application, including an application that has been returned to the commission for additional review, until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations. Applications shall be presented to the Conservation Commission in a timely manner. If any element of an application pertinent to the WCOD is significantly changed after the Conservation Commission has offered its comments/recommendations, the application shall be returned to the commission to provide an opportunity for the commission to offer its comments/recommendations on those changes.*

175-71. Permitted Uses in the SPOD.

- B. The following uses ~~or~~ *and* activities, including any necessary grading, shall be permitted in the SPOD ~~if only if they are permitted in the underlying zoning district provided that the Zoning Administrator issues a permit for the activity after~~ *and* the Planning Board, ~~with the advice of the Conservation Commission,~~ determines that: ~~a.) 1) appropriate erosion control measures will be used, b.) 2) any disturbed area will be restored, and c.) 3) the activity will be conducted in a manner that minimizes any impact on the shoreland. The Planning Board shall not take final action on an application, including an application that has been returned to the commission for additional review, until the application has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations. Applications shall be presented to the Conservation Commission in a timely manner. If any element of an application pertinent to the SPOD is significantly changed after the Conservation Commission has offered its comments/recommendations, the application shall be returned to the commission to provide an opportunity for the commission to offer its comments/recommendations on those changes.~~

175-72. Conditional Uses in the SPOD.

- A. The following uses, including any necessary grading, shall be permitted as conditional uses in the SPOD provided that the use is allowed in the underlying zoning district *and the Planning Board determines that the criteria in 175-72. B., below, are met. and a Conditional Use Permit is granted by the Planning Board in accordance with Article VII: The Planning Board shall not take final action on an application until the application, including an application that has been returned to the commission for additional review, has been presented to the Conservation Commission and the Conservation Commission has offered its comments/recommendations. Applications shall be presented to the Conservation Commission in a timely manner. If any element of an application pertinent to the SPOD is significantly changed after the Conservation Commission has offered its comments/recommendations, the application shall be returned to the commission to provide an opportunity for the commission to offer its comments/recommendations on those changes.*

Note that there are three types of site plan or subdivision applications that come to the Conservation Commission:

- Applications for a Permitted Use B or Conditional Use in the WCOD or SPOD. Under the ordinance the commission makes a recommendation to the Planning Board. I cannot think of any situation (other than possibly Mill Plaza) where the commission received the application late in the process.
- Applications for a Conservation Subdivision. There have been two conservation subdivisions in the last ten years or so. The Subdivision Regulations prescribe a process involving the commission for the three phases – conceptual, design review, and formal applications. We have followed that process.
- Applications that do not call for comments by the commission under the ordinance, such as the proposed parking lot at 19 Main Street. I do not send these applications to the commission but commission members receive agendas and can look at applications. Any party, a commission member or member of the public, can request the commission provide comments on these applications. Such requests are shared with the commission members for their consideration.

Michael Behrendt

Durham Town Planner
8 Newmarket Road
Durham, NH 03824
(603) 868-8064

From: Jake Kritzer <jake.kritzer@gmail.com>

Sent: Wednesday, May 24, 2023 8:08 AM

To: Erin Hardie Hale <ehardiehale@gmail.com>; Neil Slepian <neil.slepian@gmail.com>; Nick Lanzer <nicholaslanzer@gmail.com>; external forward for cwelsh <cardentc2@gmail.com>; Richard Kelley (richard.kelley@hdrinc.com) <richard.kelley@hdrinc.com>; DWIGHT TRUEBLOOD <dwight.trueblood@comcast.net>

Cc: John Nachilly <nachilly@gmail.com>; Roanne Robbins <roannerobbins@icloud.com>; Michael Behrendt <mbehrendt@ci.durham.nh.us>

Subject: Fwd: WCOD/SPOD ordinance

Dear Con Com members,

I wanted to share the message I sent to Sally Needell conveying the discussion point about the WCOD/SPOD ordinance from our meeting on Monday night. Commissioners on the "To" line participated in the discussion, and I invite you to let me know if I missed anything or got anything wrong so I can send a correction to Sally.

Best,
Jake

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

From: **Jake Kritzer** <jake.kritzer@gmail.com>

Date: Wed, May 24, 2023 at 8:05 AM

Subject: WCOD/SPOD ordinance

To: Sally Needell <sallyneedell@gmail.com>

Cc: Michael Behrendt <mbehrendt@ci.durham.nh.us>

Dear Sally,

During the Con Com meeting this past Monday, Beth Olshansky raised concerns about the draft revisions to the WCOP/SPOD ordinance during public comment, which were echoed by Robin Mower and prompted discussion among the commissioners that I want to relay.

The concerns raised related to the timeliness of Con Com input on applications before the Planning Board, specifically whether that input is too often late in the process and therefore has limited impact. We did not establish consensus or take formal action, but we had a constructive discussion nevertheless and agreed that we should share the discussion points in case they are helpful to the Town Council:

- There were different perspectives on how big of an issue the timeliness of Con Com input is, with some feeling that, for the most part, applications come before the Con Com early enough to inform the Planning Board and to allow time for the Con Com to continue discussions, hold site walks, or otherwise follow up as needed.
- There was general agreement that, whether or not Con Com input is timely in most cases,

there certainly have been instances where input does seem to come at the last minute. Those instances might reveal issues that should be addressed through revisions to the ordinance.

- The most significant such example is probably Mill Plaza. However, even in that case, the Con Com provided input relatively early in the process. The problem was that the process took place over a long period of time with a variety of changes to the application and new issues raised along the way. It got to a point where commissioners and members of the public felt that the original Con Com input was outdated and updated Con Com input was warranted. That came about through the initiative of the Con Com, but it was rather late in the process.
- There were two suggestions raised for modest changes to the draft revisions. Again, we did not strive for formal consensus or take formal action on these ideas, but agreed that we should share them for consideration by the Council nevertheless:
- First, the ordinance could specify that Con Com input should be received in a "timely manner", with or without specifics as to what that means.
- Second, and perhaps more importantly, the ordinance could specify that additional Con Com input should be sought when there are "major changes" to an application, again with or without specifying what that means.
- Another example of late Con Com input raised was the Church Hill parking lot proposal. However, in that instance the Con Com did not have formal jurisdiction under the WCOD/SPOD ordinance, but rather under our general statutory responsibility to advise the Town on environmental matters. This is therefore not relevant to the WCOD/SPOD discussion, but could be a valuable case study for improving the Con Com role generally

I hope you find these comments to be helpful. As always, please do not hesitate to reach out with any comments or concerns. Best of luck with the Council's important work on the ordinance.

Sincerely,
Jake



TOWN OF DURHAM

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

AGENDA ITEM: # **11C** TS

DATE: June 5, 2023

COUNCIL COMMUNICATION

INITIATED BY: Citizen Petition

AGENDA ITEM: PUBLIC HEARING AND ACTION ON ORDINANCE #2023-04
AMENDING CHAPTER 102 "SCENIC ROADS", SECTION 102.1
"SCENIC ROADS ESTABLISHED" OF THE DURHAM TOWN CODE
TO DESIGNATE DAME ROAD AS A SCENIC ROAD?

CC PREPARED BY: Jim Lawson, Councilor

PRESENTED BY: Jim Lawson, Councilor

AGENDA DESCRIPTION:

The Town received a petition from residents requesting to designate Dame Road as a scenic road in accordance with RSA 231:157. The primary benefit of designating the road as scenic is the Planning Board's review and approval of routine (non-emergency) utility work involving tree trimming, tree removal or an extension of the power lines from either end of the Road. The following briefly describes Dame Road and the benefits of designating it as a scenic road.

Dame Road is approximately 3.2 miles long connecting Durham Point Road with Newmarket. Approximately .4 miles is paved coming from Newmarket and the remaining 2.8 miles is an improved gravel road. The majority of the land abutting the road past the Brown Center is conserved, and the Sweet Trail parallels the south side of the road for a long stretch. Power lines extend part way down Dame Road from both the Durham Point Road and Newmarket ends, leaving a large portion of the road with a natural tree canopy that is undisturbed by utility poles and tree trimming as shown in Figure 1.



Figure 1 – Undisturbed Tree Canopy on Dame Road

According to a map of the Oyster River Plantation available in the book “History of the Town of Durham New Hampshire” Dame Road is in the proximate location of what had been named Back Road. More than a dozen homesteads existed along the road according to the 1871 map of the town. William Wormwood’s estate was administered by his son in 1743, and states he lived on Back Road, attesting to the unique and long history of the area. It can be surmised that many of the stonewalls were built during this period.

Today, there are nineteen residential properties on Dame Road, and the road requires regular maintenance including, but not limited to, spring and fall grading and rolling, periodic removal of debris and organic materials from side ditches, replacement of

gravel, culvert maintenance, washout repair and culvert replacement. The paving of Dame Road *is not* in the town's 10-year Capital Improvement Plan. The town can continue to maintain and improve Dame Road with a scenic designation without the review and approval of the planning board, unless the activity requires one of the following per RSA 231:158:

1. Removal of a tree(s) greater than 15" in circumference, unless the tree is a public nuisance posing a threat to safety or property, or
2. Destruction or removal of any portion of a stonewall.

Utility poles along the road are often located close to the travel lanes (see Figure 2) and trimming can impact the tree canopy over the road. Locations where the poles are further from the road show signs of aggressive tree trimming by Eversource, and provides evidence of the benefits provided by review and approval of the Planning Board before such work. It is important to note that Eversource's standard trimming practices are very aggressive with trimming 8-10 feet to the sides, 10 feet below and 15' above the power line – an area of 500 square feet around the line.



Figure 2 – Utility Pole Placement Near Dame Road Travel Lane

Designating Dame Road as a scenic road will help maintain the scenic character of the road by regulating tree trimming along and over the road by Eversource and protecting the historic stonewalls.

LEGAL AUTHORITY:

RSA 231:157 allowing cities and towns to designate Scenic Roads. RSA 231:158 on the effect of designating a scenic road.

231:157 Scenic Roads; Designation.

Any road in a town, other than a class I or class II highway, may be designated as a scenic road in the following manner. Upon petition of 10 persons who are either voters of the town or who own land which abuts a road mentioned in the petition (even though not voters of the town), the voters of such town at any annual or special meeting may designate such road as a scenic road. Such petitioners shall be responsible for providing the town clerk with a list of known property owners whose land abuts any of the roads mentioned in the petition. The town clerk shall notify by regular mail within 10 days of the filing all abutters along the road that lies within the town that a scenic road petition has been filed for and that an article to designate such road as a scenic road will appear in the warrant at the next town meeting. The voters at a regular town meeting may rescind in like manner their designation of a scenic road upon petition as provided above. Notice to the abutting landowners shall also be given as provided above. Each town shall maintain and make available to the public a list of all roads or highways or portions thereof within the town which have been designated as scenic roads. Such list shall be kept current by updating not less than annually and shall contain sufficient information to permit ready identification of the location and extent of each scenic road or portion thereof, by reference to a town map or otherwise.

231:158 Effect of Designation as Scenic Roads. -

I. As used in this subdivision, "tree" means any woody plant which has a circumference of 15 inches or more at a point 4 feet from the ground.

II. Upon a road being designated as a scenic road as provided in RSA 231:157, any repair, maintenance, reconstruction, or paving work done with respect thereto by the state or municipality, or any action taken by any utility or other person acting to erect, install or maintain poles, conduits, cables, wires, pipes or other structures pursuant to RSA 231:159-189 shall not involve the cutting, damage or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with the prior written consent of the planning board, or any other official municipal body designated by the meeting to implement the provisions of this subdivision, after a public hearing duly advertised as to time, date, place and purpose, 2 times in a newspaper of general circulation in the area, the last publication to occur at least 7 days prior to such hearing, provided, however, that a road agent or his designee may, without such hearing, but only with the written permission of the selectmen, remove trees or portions of trees which have been declared a public nuisance pursuant to RSA 231:145 and 231:146, when such trees or portions of such trees pose an imminent threat to safety or property, and provided, further, that a public utility when involved in the emergency restoration of service, may without such hearing or permission of the selectmen, perform such work as is necessary for the prompt restoration of utility service which has been interrupted by facility damage and when requested, shall thereafter inform the selectmen of the nature of the emergency and the work performed, in such manner as the selectmen may require.

III. Designation of a road as scenic shall not affect the eligibility of the town to receive construction, maintenance or reconstruction aid pursuant to the provisions of RSA 235 for such road.

IV. Designation of a road as a scenic road shall not affect the rights of any landowner with respect to work on his own property, except to the extent that trees have been acquired by the municipality as shade or ornamental trees pursuant to RSA 231:139-156, and except that RSA 472:6 limits the removal or alteration of boundary markers including stone walls.

V. A town may, as part of a scenic road designation under RSA 231:157 or as an amendment to such designation adopted in the same manner, impose provisions with respect to such road which are different from or in addition to those set forth in this section. Such provisions may include, but are not limited to, decisional criteria for the granting of consent by the planning board or other designated municipal body under paragraph II, or protections for trees smaller than those described in paragraph I, designated for the purpose of establishing regenerative growth along the scenic road.

VI. Any person who violates this section or any local provision adopted under this section shall be guilty of a violation and shall be liable for all damages resulting therefrom.

On Monday, May 15, 2023, the Town Council reviewed and discussed the attached proposed Ordinance and scheduled a Public Hearing on the Ordinance for Monday, June 5, 2023. A Public Hearing notice was published in the *Foster's/Seacoast Online* on Thursday, May 18, 2023. The notice was posted on the outside bulletin board at the Town Hall, as well as at the Durham Public Library and the Department of Public Works. In addition, the Administrator's office, in a letter dated May 22, 2023, notified the abutters along Dame Road of the scheduled public hearing.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION #1:

The Durham Town Council does hereby OPEN the Public Hearing on Ordinance #2023-04 Amending Chapter 102 "Scenic Roads", Section 102.1 "Scenic Roads Established" of the Durham Town Code to Designate Dame Road as a Scenic Road.

MOTION #2:

The Durham Town Council does hereby CLOSE the Public Hearing on Ordinance #2023-04 Amending Chapter 102 "Scenic Roads", Section 102.1 "Scenic Roads Established" of the Durham Town Code to Designate Dame Road as a Scenic Road.

MOTION #3:

The Durham Town Council does hereby ADOPT Ordinance #2023-04 Amending Chapter 102 "Scenic Roads", Section 102.1 "Scenic Roads Established" of the Durham Town Code to Designate Dame Road as a Scenic Road.

ORDINANCE #2023-04 OF DURHAM, NEW HAMPSHIRE

AN ORDINANCE AMENDING CHAPTER 102 “SCENIC ROADS”, SECTION 102.1 “SCENIC ROADS ESTABLISHED” OF THE DURHAM TOWN CODE TO DESIGNATE DAME ROAD AS A SCENIC ROAD

WHEREAS, the Town of Durham currently has four designated scenic roads – Bay Road, Bennett Road, Durham Point Road and Packers Falls Road; and

WHEREAS, on February 22, 2023 the Administrator’s Office received an email from Mike Hoffman indicating his desire for Dame Road to be designated as an additional scenic road; and

WHEREAS, on April 11, 2023 a petition was submitted to the Administrator’s Office where twenty petitioners requested that Dame Road be designated a scenic road; and

WHEREAS, at the April 17, 2023, Town Council meeting, Mike Hoffman presented a proposal regarding this request; and

WHEREAS, RSA 231:157 addresses the procedure of designating roads as scenic roads; and

WHEREAS, Dame Road is scenic for many reasons including its tree canopy over the road, abutting conservation land and historic stonewalls; and

WHEREAS, many of the utility poles are placed in close proximity to Dame Road’s travel lane; and

WHEREAS, utility tree trimming must be carefully planned, reviewed and executed in order to maintain the tree canopy, tree health and the scenic character of the road; and

WHEREAS, the Town Code and RSA 231:158 allow for the removal of Public Nuisance Trees and trees presenting an imminent hazard to life or property without Planning Board review; and

WHEREAS, RSA 231:158 allows the Town of Durham to maintain or improve Dame Road without review by the Planning Board including, but not limited to, grading, rolling, ditch maintenance, gravel replacement, culvert maintenance and culvert replacement unless trees greater than 15” in circumference are removed or stonewalls are disturbed; and

WHEREAS, the Durham Town Council desires to designate Dame Road as a scenic road for the purpose of protecting the scenic character of Dame Road's tree canopy by regulating tree trimming along the road by Eversource through a scenic road designation; and

WHEREAS, at its meeting on May 15, 2023, the Town Council moved this ordinance on First Reading and scheduled a Public Hearing for its meeting on Monday, June 5, 2023. A Public Hearing notice was published in the *Foster's/Seacoast Online* on Thursday, May 18, 2023. The notice was also posted on the outside bulletin board at the Town Hall, as well as at the Durham Public Library and Department of Public Works.

WHEREAS, the Administrator's office, in a letter dated May 22, 2023, notified the abutters along Dame Road of the scheduled public hearing.

NOW, THEREFORE BE IT RESOLVED, that the Town of Durham, through the Durham Town Council, the legislative and governing body of the Town of Durham, New Hampshire, hereby adopts Ordinance #2023-04 and does hereby amend Chapter 102, Section 102.1 of the Durham Town Code designating Dame Road as a scenic road as indicated below.

Wording to be omitted is annotated with **strikeout** type. New wording is annotated with underscoring.

102.1 Scenic Roads Established.

The ~~four~~ five roads listed below have been established as scenic roads. Additional scenic roads may be established in the future in accordance with RSA 231:157.

- Bay Road (established 1996)
- Bennett Road (established 1971)
- Dame Road (established 2023)
- Durham Point Road (established 1972)
- Packers Falls Road (established 1971)

PASSED AND ADOPTED this 5th day of June, 2023 by the Durham Town Council, the legislative and governing body of the Town of Durham, New Hampshire, with ____ voting in favor, ____ voting against, and ____ abstaining.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector

May 22, 2023

«Owner»
«CoOwner»
«Address»
«Address_Line_2»
«City_1», «State» «Zip»

Re: Designation of Dame Road as a Scenic Road

Dear Durham Property Owner,

At their meeting of May 15, 2023, the Town Council approved upon first reading a proposed change in Chapter 102 of the Town Code to add Dame Road as a Scenic Road. A public hearing on this proposed change is scheduled for **Monday, June 5, 2023**, during the Town Council meeting. An agenda for this meeting will be posted on the Durham webpage on Thursday, June 1.

Enclosed is the Council Communication prepared by Councilor Jim Lawson stating the background for this proposed change. This Communication will be sent to the Council for their meeting on June 5. Also enclosed are the Town regulations on scenic roads. If you have any questions or concerns, please contact me at tselig@ci.durham.nh.us or my Administrative Assistant, Karen Edwards, at kedwards@ci.durham.nh.us.

Yours very truly,

Todd I. Selig
Administrator

Enclosure



TOWN OF DURHAM

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

AGENDA ITEM: **#11D TS**

DATE: **June 5, 2023**

COUNCIL COMMUNICATION

INITIATED BY: The Town Council

AGENDA ITEM: **SHALL THE TOWN COUNCIL APPROVE RESOLUTION 2023-17
RECOGNIZING JUNETEENTH INDEPENDENCE DAY AND
REAFFIRMING DURHAM'S OPPOSITION TO ANY FORM OF
OPPRESSION**

CC PREPARED BY: Jim Lawson, Councilor

PRESENTED BY: Jim Lawson, Councilor

AGENDA DESCRIPTION:

Two years after President Lincoln signed the Emancipation Proclamation, Union troops arrived in Galveston Bay Texas with the first news of the emancipation of enslaved African Americans. "More than 250,000 African Americans embraced freedom by executive decree in what became known as Juneteenth or Freedom Day" according to the Nation Museum of African American History and Culture (read more at <https://nmaahc.si.edu/juneteenth>).

Councilor Friedrichs noted during the Council's April 2, 2023, meeting that the second meeting proposed in June conflicted with the Juneteenth Independence Day Federal holiday. The Council discussed the significance of this federal holiday, and voted to move the second June meeting to later in the month.

Resolution 269 of the US Senate passed unanimously in 2021 recognizing June 19th as "Juneteenth Independence Day." The resolution then passed in the US Congress with only fourteen dissenting votes cast primarily on the concern about calling it an "Independence Day."

President Biden signed a proclamation designating June 19, 2022, as Juneteenth Independence Day. Numerous cities and towns across the country have passed Juneteenth Independence Day resolutions, and twenty-two states provide it as a paid holiday according to the Pew Research Center. Many states also recognized the holiday long before the Senate Resolution and Presidential Proclamation. New Hampshire was one of the last states in the country to recognize Juneteenth, and it is not a paid holiday for state employees.

Durham will join the long list of communities that recognize Juneteenth Independence Day by passing the proposed resolution.

There are variations, albeit minor, in the reported history around Juneteenth. For example, some sources state it was celebrated in Texas in the years after 1865 while other sources say it was celebrated in Texas and southwestern states. The resolution, as presented, relies on the US Senate resolution for the holiday's background, and on the Presidential Proclamation about Juneteenth's significance to all Americans. Both the Senate resolution and the Presidential Proclamation are provided below. The text highlighted in blue is used in Durham's resolution as presented.

Lastly, there is significant concern and frustration about what is called the "misappropriation" of Juneteenth for commercial, political and other purposes. Jemar Tisby reminds us in a Boston Globe opinion piece (<https://www.bostonglobe.com/2021/06/17/opinion/unintended-consequences-making-juneteenth-national-holiday/?event=event12>) that "In the clamor to show that Juneteenth is important to all people, Black people should maintain their central place in the story." He goes on to say "Instead of succumbing to lazy historical memory, Juneteenth should be an opportunity to educate and reeducate people about slavery, racism, white supremacy, and Black resistance.... We need to speak of the monumental efforts Black people took to wrestle their freedom from the clutches of injustice."

2021 Senate Resolution 269

A resolution designating June 19, 2021, as "Juneteenth Independence Day" in recognition of June 19, 1865, the date on which news of the end of slavery reached the slaves in the Southwestern States.

Whereas news of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and the other Southwestern States, until months after the conclusion of the Civil War, more than 2½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863;

Whereas, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and the enslaved were free;

Whereas African Americans who had been slaves in the Southwest celebrated June 19, commonly known as “Juneteenth Independence Day”, as inspiration and encouragement for future generations;

Whereas African Americans from the Southwest have continued the tradition of observing Juneteenth Independence Day for more than 150 years;

Whereas Juneteenth Independence Day began as a holiday in the State of Texas and is now celebrated in 48 States and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States;

Whereas Juneteenth Independence Day celebrations have been held to honor African-American freedom while encouraging self-development and respect for all cultures;

Whereas the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race;

Whereas slavery was not officially abolished until the ratification of the 13th Amendment to the Constitution of the United States in December 1865; and

Whereas, over the course of its history, the United States has grown into a symbol of democracy and freedom around the world: Now, therefore, be it

Resolved, That the Senate –

- (1) designates June 19, 2021, as “Juneteenth Independence Day”;
- (2) recognizes the historical significance of Juneteenth Independence Day to the United States;
- (3) supports the continued nationwide celebration of Juneteenth Independence Day to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped the United States; and
- (4) recognizes that the observance of the end of slavery is part of the history and heritage of the United States.

A Proclamation on Juneteenth Day of Observance, 2021, President Joseph Biden, June 18, 2021

NOW, THEREFORE, I, JOSEPH R. BIDEN JR., President of the United States of America, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim June 19, 2022, as Juneteenth Day of Observance. I call upon the people of the United States to acknowledge and condemn the history of slavery in our Nation and recognize how the impact of America’s original sin remains. I call on every American to celebrate the emancipation of all Black Americans and commit together to eradicate systemic racism and inequity that can never be tolerated and must always be fought against.

IN WITNESS WHEREOF, I have hereunto set my hand this seventeenth day of June, in the year of our Lord two thousand twenty-two, and of the Independence of the United States of America the two hundred and forty-sixth.

JOSEPH R. BIDEN JR.

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 #2023-17 (as presented) (as amended) recognizing June 19th as Juneteenth Independence Day and Reaffirming Durham’s Opposition to any form of oppression.

RESOLUTION #2023-17 OF DURHAM, NEW HAMPSHIRE

RECOGNIZING JUNE 19TH AS JUNETEENTH INDEPENDENCE DAY AND REAFFIRMING DURHAM'S OPPOSITION TO ANY FORM OF OPPRESSION.

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and the other Southwestern States, until months after the conclusion of the Civil War, more than 2½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and the enslaved were free; and

WHEREAS, African Americans who had been slaves in the Southwest celebrated June 19, commonly known as "Juneteenth Independence Day", as inspiration and encouragement for future generations; and

WHEREAS, African Americans from the Southwest have continued the tradition of observing Juneteenth Independence Day for more than 150 years; and

WHEREAS, Juneteenth Independence Day began as a holiday in the State of Texas and is now celebrated in 48 States and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States;

WHEREAS, Juneteenth Independence Day celebrations have been held to honor African-American freedom while encouraging self-development and respect for all cultures; and

WHEREAS, the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race; and

WHEREAS, systems of oppression including Jim Crow, sharecropping and redlining diminished African American wealth into the twentieth century, and inequities remain to this day; and

WHEREAS, the Juneteenth Presidential Proclamation calls for Americans to celebrate the emancipation of all Black Americans and commit together to eradicate systemic racism that can never be tolerated and must always be fought against; and

WHEREAS, The Town of Durham has a long history of supporting emancipation and the rights of every human, including recognition in the Congressional Record of May 21, 1838, of the pro-abolition acts of Lucy Parker and 118 other women of Durham in the State of New Hampshire.

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire, does hereby adopt Resolution #2023-17 recognizing every June 19th going forward as Juneteenth Independence Day to provide an opportunity for the people of Durham to learn more about the past and to better understand the experiences that have shaped the United States.

NOW BE IT FURTHER RESOLVED, that Juneteenth Independence Day recognizes the important role of emancipation, and that the Town of Durham respects the dignity of every human being and opposes any form of oppression.

PASSED AND ADOPTED this 5th day of June 2023 by a majority vote of the Durham Town Council with _____ voting in favor, _____ voting against, and _____ abstentions.

Sally Needell, Chair
Durham Town Council

ATTEST:

Rachel Dean, Town Clerk-Tax Collector



TOWN OF DURHAM

8 Newmarket Road
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AGENDA ITEM: **# 12 TS**
DATE: **June 5, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: APPROVE THE TOWN COUNCIL REVISED MEETING MINUTES FOR MAY 15, 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 May 15, 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 May 15, 2023 (as presented/as amended).



TOWN OF DURHAM

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AGENDA ITEM: **# 14 TS**
DATE: **June 5, 2023**

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: DISCUSSION OF THE MEMBERSHIP MAKE-UP OF THE PLANNING BOARD

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

At the May 15, 2023 Council Meeting, there was a question raised by Councilor Carden Welsh concerning whether there should be a set number of real estate agents as members of the Planning Board. Currently, there are two members of the Planning Board who are real estate agents. Councilor Welsh felt that members within the real estate industry may have an economic interest in development. There was a suggestion of possibly limiting the number of real estate agents on the Planning Board, and it was decided the topic should be discussed as a separate agenda item at a future meeting.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No action required at this time.