



TOWN OF DURHAM

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

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

DURHAM TOWN COUNCIL
MONDAY, FEBRUARY 2, 2026
DURHAM TOWN HALL – COUNCIL CHAMBERS
6:00 PM

IAW RSA 91-A:2 I(b): Consultation with legal counsel regarding the PILOT agreement with Riverwoods and the DPMMA Collective Bargaining Unit contract.

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

AGENDA
DURHAM TOWN COUNCIL
MONDAY, FEBRUARY 2 2026
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
- VI. Approval of Minutes – January 12, 2026
- VII. Report from the UNH Student Senate External Affairs Chair or Designee
- VIII. Public Comments (*) – **Please state your name and address before speaking**

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

- A. Shall the Town Council approve the 1st 2026 Warrant billing computed from the 4th Quarter Water and Sewer readings of 2025 totaling \$736,857.83, commit the bills for charges to the Tax Collector for collection, and authorize the Administrator to sign said Warrant?
- B. Shall the Town Council Schedule a Public Hearing for Monday, February 16, 2026, to Accept and Expend Unanticipated Private Donations Totaling \$10,000 to be used toward the Bickford-Chesley House Gallery?
- C. 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, 2026 through December 31, 2029?
- D. Shall the Town Council, Upon Recommendation of the Administrator, Award a Solid Waste Collection Contract of Both the Single Stream Recycling and Solid Waste Collection To Casella Waste Services of Rutland, Vermont for an Annual Value of \$378,684.00, commencing on or Around July 1, 2026 (~ 6-month Duration in Year 1) and Subsequent annual periods, extending through December 31, 2031, with a 5-year renewal upon mutual consent of both parties, Subject to Available Funding, and Authorize the Administrator to Sign Associated Documents?
- E. Shall the Town Council Accept the Administrator's Progress Report, as of December 31, 2025, on the list of approved 2025/2026 Town Council Goals adopted on June 16, 2025?
- F. Shall the Town Council, upon Recommendation of the Town Assessor and Administrator, Approve a Payment in Lieu of Taxes (PILOT) Agreement Pursuant to NH Revised Statutes Annotated (RSA) 72:23-n Between the Town of Durham and Riverwoods Durham, and Authorize the Administrator to Sign all Associated Documents Necessary to Effectuate Said Agreement?

X. Committee Appointments

- A. Shall the Town Council, upon Recommendation of the Integrated Waste Management Advisory Committee Chair, appoint Allison Jumper, 23 Mathes Cove Road, to an alternate membership position on IWMAC with a term expiration of 4/29?
- B. Shall the Town Council, upon Recommendation of the Integrated Waste Management Advisory Committee Chair, appoint Steven Fellows, 14 Stone Quarry Drive Apt. 115, to an alternate membership position on IWMAC with a term expiration of 4/28?

XI. Presentation Items

End of Year Financial Report through December 31, 2025 – Gail Jablonski, Business Manager

XII. New Business

- A. **Discussion of Planning Board's Ordinance Recommendations for Height Changes in the Downtown.**

- B. **Consideration of original Ordinance #2025-08A** Amending Chapter 175, “Zoning,” Article XII, “Base Zoning Districts,” Section 175-42, “Central Business-1 District and Central Business-2 District,” and Article XII.1, “Use and Dimensional Standards,” Section 175-54, “Table of Dimensions,” of the Town Code to eliminate the three-story height limit for portions of Central Business-1 Zoning District and to change the standard for commercial in five story buildings in Central Business-1 District from requiring two floors to requiring only one floor.
- C. **First Reading on Ordinance #2025-08B** Amending Chapter 175, “Zoning,” Article XII, “Base Zoning Districts,” Section 175-42, “Central Business-1 District and Central Business-2 District,” and Article XII.1, “Use and Dimensional Standards,” Section 175-54, “Table of Dimensions,” of the Town Code to Change the three-story Height Limit to Four Stories for portions of the Central Business-1 Zoning District and to Remove the Requirement for a 2nd floor of Commercial on Five-Story Buildings. **The Public Hearing can be set for February 16, 2026.**
- D. **First Reading on Ordinance #2026-01** Amending Chapter 175, “Zoning,” Article XII, “Base Zoning Districts,” Section 175-42, “Central Business-1 District and Central Business-2 District,” and Article XII.1, “Use and Dimensional Standards,” Section 175-54, “Table of Dimensions,” of the Town Code to Set the Maximum Height in the Central Business-1 District at 4 Stories and 50 Feet. **The Public Hearing can be set for February 16, 2026.**

XIII. Unfinished Business

XIV. Councilor and Town Administrator Roundtable

XV. Nonpublic Session (if required)

XVI. Adjourn (NLT 10:30 PM)

<p>(*) <i>The public comment portion of the Council meeting is to allow members of the public to address matters of public concern regarding town government for up to 5 minutes. Obscene, violent, disruptive, disorderly comments, or those likely to induce violence, disruption or disorder, are not permitted and will not be tolerated. Complaints regarding Town staff should be directed to the Administrator.</i></p>
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AGENDA ITEM: #6

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: **APPROVE THE TOWN COUNCIL MEETING MINUTES FOR JANUARY 12, 2026.**

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's review and approval are the minutes for the meeting held on January 12, 2026. 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 January 12, 2026. (as presented/as amended)



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AGENDA ITEM: **#9A**

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: April Talon, Town Engineer

AGENDA ITEM: SHALL THE TOWN COUNCIL APPROVE THE 1ST 2026 WARRANT BILLING COMPUTED FROM THE 4TH QUARTER WATER AND SEWER READINGS OF 2025 TOTALING \$736,857.83, COMMIT THE BILLS FOR CHARGES TO THE TAX COLLECTOR FOR COLLECTION, AND AUTHORIZE THE ADMINISTRATOR TO SIGN SAID WARRANT?

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

Attached for the Council's approval is the 1st 2026 Warrant for Water and Sewer totaling \$736,857.83, in accordance with RSA 38:22 II (a) which states: "A municipality may commit bills for charges to the Tax Collector with a warrant signed by the appropriate municipal officials requiring the Tax Collector to collect them." The commitment list is available for viewing in the Town Clerk-Tax Collector's Office and will be available for viewing once the warrant is approved Monday evening.

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

a septic system. Some accounts are sewer only if they have a residential well.

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

The charts attached compare the actual water and sewer usage and fees for 2020 through 2025.

LEGAL AUTHORITY:

RSA 38:22 II (a)

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The warrant details are as follows:

	Water \$ 372,906.92
Lee Waterline Extension	Water \$ 17,920.87
	Sewer \$ <u>346,030.04</u>
	Total \$ 736,857.83

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

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

Shall the Town Council Approve the 1st 2026 Warrant Billing Computed From the 4th Quarter Water and Sewer Readings of 2025 Totaling \$736,857.83, Commit the Bills for Charges to the Tax Collector for Collection, and Authorize the Administrator to Sign Said Warrant.

2025 ESTIMATED VS ACTUAL USAGE
Jan 1 , 2025 - December 31, 2025

YEARLY COMPARISONS	ESTIMATED WATER			ACTUAL WATER			VARIANCE		
	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	CF Estimate vs. Actual	\$ Estimate vs. Actual	% Estimated to Actual
2020	14,853,460	\$ 7.35	\$ 1,091,729	13,863,777	\$ 7.35	\$ 1,018,988	(989,683)	(\$72,742)	93%
2021	14,853,460	\$ 7.74	\$ 1,149,658	14,427,696	\$ 7.74	\$ 1,116,704	(425,764)	(\$32,954)	97%
2022	14,304,304	\$ 8.43	\$ 1,205,853	14,231,786	\$ 8.43	\$ 1,199,740	(72,518)	(\$6,113)	99%
2023	14,447,347	\$ 10.42	\$ 1,505,414	14,656,024	\$ 10.42	\$ 1,527,158	208,677	\$21,744	101%
2024	14,519,584	\$ 10.61	\$ 1,540,528	13,786,766	\$ 10.61	\$ 1,462,776	(732,818)	(\$77,752)	95%
2025	14,067,407	\$ 10.92	\$ 1,536,161	13,398,992	\$ 10.92	\$ 1,463,170	(668,415)	(\$72,991)	95%

YEARLY COMPARISONS	ESTIMATED SEWER			ACTUAL SEWER			VARIANCE		
	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	Cubic Feet (cf)	Rates per 100 cubic feet	cf/100 * Rate	CF Estimate vs. Actual	\$ Estimate vs. Actual	% Estimated to Actual
2020	13,713,549	\$ 8.97	\$ 1,230,105	12,843,156	\$ 8.97	\$ 1,152,031	(870,393)	(\$78,074)	94%
2021	13,713,549	\$ 8.97	\$ 1,230,105	13,653,420	\$ 8.97	\$ 1,224,712	(60,129)	(\$5,393)	100%
2022	13,516,701	\$ 8.98	\$ 1,213,800	13,347,445	\$ 8.98	\$ 1,198,601	(169,256)	(\$15,199)	99%
2023	13,651,868	\$ 9.57	\$ 1,306,484	13,815,025	\$ 9.57	\$ 1,322,098	163,157	\$15,614	101%
2024	13,720,127	\$ 10.31	\$ 1,414,545	13,053,263	\$ 10.31	\$ 1,345,791	(666,864)	(\$68,754)	95%
2025	13,057,634	\$ 10.66	\$ 1,391,944	12,551,894	\$ 10.66	\$ 1,338,032	(505,740)	(\$53,912)	96%

1st QUARTER ACTUALS	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)	2023 (total cubic feet)	2024 (total cubic feet)	2025 (total cubic feet)
Water	3,241,246	3,442,141	3,409,428	3,656,574	3,330,501	3,081,326
Water - Lee Extension				63,233	59,073	80,746
Sewer	3,095,327	3,286,030	3,292,580	3,514,853	3,211,829	2,936,841

2nd QUARTER ACTUALS	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)	2023 (total cubic feet)	2024 (total cubic feet)	2025 (total cubic feet)
Water	3,186,882	3,689,323	3,502,992	3,657,659	3,230,432	3,241,654
Water - Lee Extension				64,104	132,537	169,468
Sewer	2,862,096	3,455,094	3,298,425	3,320,712	3,069,167	3,079,671

3rd QUARTER ACTUALS	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)	2023 (total cubic feet)	2024 (total cubic feet)	2025 (total cubic feet)
Water	3,817,406	3,412,971	3,680,587	3,549,077	3,558,118	3,661,113
Water - Lee Extension			24,319	68,979	220,485	479,048
Sewer	3,449,128	3,205,142	3,305,110	3,336,952	3,286,742	3,289,322

4th QUARTER ACTUALS	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)	2023 (total cubic feet)	2024 (total cubic feet)	2025 (total cubic feet)
Water	3,618,243	3,883,261	3,638,779	3,792,715	3,667,715	3,414,899
Water - Lee Extension			47,374	89,193	80,280	142,682
Sewer	3,436,605	3,707,154	3,451,330	3,642,509	3,485,525	3,246,060

YEARLY TOTALS	2020 (total cubic feet)	2021 (total cubic feet)	2022 (total cubic feet)	2023 (total cubic feet)	2024 (total cubic feet)	2025 (total cubic feet)
Water	13,863,777	14,427,696	14,231,786	14,656,025	13,786,766	13,398,992
Water - Lee Extension			71,693	285,509	492,375	871,944
Sewer	12,843,156	13,653,420	13,347,445	13,815,026	13,053,263	12,551,894

2025 BUDGETED VS ACTUAL EXPENDITURES

January 1 , 2025 - December 31, 2025

FUNDS	Budgeted Ending 12/31/25	Actual Ending 12/31/25	Under (Over) 2025	Percent as of 12/31/25
Water	\$1,536,161	\$1,463,170	\$72,991	95.2%
Sewer	\$1,391,944	\$1,338,032	\$53,912	96.1%
Water - Lee Extension		\$109,516		



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

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Carolyn Singer

AGENDA ITEM: SHALL THE TOWN COUNCIL SCHEDULE A PUBLIC HEARING FOR MONDAY, FEBRUARY 16, 2026, TO ACCEPT AND EXPEND UNANTICIPATED PRIVATE DONATIONS TOTALING \$10,000 TO BE USED TOWARD THE BICKFORD-CHESLEY HOUSE GALLERY?

CC PREPARED BY: Carolyn Singer

PRESENTED BY: Carolyn Singer or Wayne Burton as TC representative on the Heritage Commission

AGENDA DESCRIPTION:

The rehabilitation and adaptive reuse of the historic Bickford-Chesley House at Wagon Hill Farm is nearing completion. With support from LCHIP (\$286,600), Moose Plate grants, and local capital funding from undesignated fund balance, a rental apartment is located on the second floor, public exhibit and meeting space on the first floor, with safe, code-compliant three-season use of the barn. The Bickford-Chesley House Gallery will host rotating exhibits on Durham's history, showcase the work of local artists, and honor the site's Indigenous and agricultural heritage while expanding cultural and educational programming opportunities for residents.

The Town has received a \$10,000 donation from the Mackie Family Charitable Trust for the Wagon Hill Farm Heritage Expendable Trust to be used for the purchase of exhibit cases and information panels for the public gallery at the Bickford-Chesley House.

At this time, it is recommended that the Town Council schedule a Public Hearing for February 16, 2026 to accept the private donation.

LEGAL AUTHORITY:

New Hampshire Revised Statutes Annotated (RSA) 31:95-b authorizes the Town Council to apply for, accept and expend, without further action by the town or village

district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority. On July 12, 1999, the Town Council adopted Resolution #99-19 granting this authority to the Town Council.

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

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The Town of Durham has received a private donation of \$10,000 totaling deposited to the Wagon Hill Farm Heritage Expendable Trust per the donor’s instructions.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION

The Durham Town Council does hereby schedule a Public Hearing for Monday, February 16, 2026 on a resolution authorizing the acceptance and expenditure of unanticipated private donations totaling \$10,000 to be used toward the public gallery at the Bickford-Chesley House.



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AGENDA ITEM: **#9C TS**

DATE: February 2, 2026

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, 2026 THROUGH DECEMBER 31, 2029?

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 August of 2025. The Town's bargaining team was comprised of the Town's Labor Attorney, Business Manager, Fire Chief, Police Chief, Deputy Chief of Police, Public Works Director and Administrator. The DPMMA bargaining team was comprised of the team's Labor Attorney, Police Captain, Town Engineer, two Fire Department Captain, Superintendent of Wastewater and Town Engineer. Topics discussed as part of the negotiations included salaries and numerous language changes, including other monetary issues. Article 12 Private Details is being updated between the DPMMA and DPFFA (Firefighters) and will have no fiscal impact beyond status quo.

Attached for the Town Council's review is a revised contract noting contract changes to the prior Collective Bargaining Agreement which expired on December 31, 2025, for which the Town's bargaining team and the DPMMA negotiation team have reached a Tentative 4-Year Agreement through December 31, 2029. Subsequently, the DPMMA voted to ratify the Agreement on January 26, 2026.

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	2026	2027	2028	2029
GENERAL	\$95,124.00	\$18,400.00	\$18,768.00	\$19,145.00
WATER	\$ 3,173.00	\$ 695.00	\$ 710.00	\$ 722.00
WASTEWATER	\$ 8,934.00	\$ 3,130.00	\$ 3,130.00	\$ 3,255.00
TOTAL IMPACT	\$107,231.00	\$22,225.00	\$22,608.00	\$23,122.00

Funds are budgeted in FY2026 to cover monetary changes for year one of the contract.

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, 2026 through December 31, 2029.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

*THE DURHAM PROFESSIONAL MUNICIPAL
MANAGERS ASSOCIATION*

AND

TOWN OF DURHAM

~~January 1, 2023 to December 31, 2025~~

January 1, 2026 to December 31, 2029

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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 bi-weekly 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~~ **their** 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 or which is reserved either by this Agreement or by common or statutory law to the employer is not subject to the arbitration procedure set forth in Article 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 detraction 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~~ **their** 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/their 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.~~

TO BE REVISED
ARTICLE 12
PRIVATE DETAILS

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
Juneteenth
Independence Day
Labor Day
Columbus 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~~ the employee's 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.

Section 5:

For Fire Captains the Christmas Holiday shall include Christmas Eve and Christmas Day as holidays paid. All other employees will be paid according to the Holiday Schedule set by the Town Administrator.

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 - 36 Months	8.0 hrs/mth	8.4 hrs/mth	Max. 240 hours
37 - 72 Months	12.0 hrs/mth	12.6 hrs/mth	Max. 240 hours
73 or more months	14.0 hrs/mth	14.6 hrs/mth	Max. 240 hours
0 - 12 Months	8.0 hours/month	8.4 hours/month	Max. 240 hours
12 - 36 Months	10.0 hours/month	10.6 hours/month	Max. 240 hours
37 - 72 Months	14.0 hours/month	14.6 hours/month	Max. 240 hours
73 Months or Above	17.0 hours/month	17.6 hours/month	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 2²:

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.

² 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.

b. Scheduled Fire Captain Vacancy Staffing:

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~~ **the employee's** voluntary termination of employment, ~~he/she~~ **the employee** 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 and may draw any sick leave or pay for time off taken due to illness during their probationary period. New probationary employees who do not achieve 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/their** 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 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.~~

Employees shall earn two (2) personal days upon completion of their probationary period and one (1) additional personal day after completion of one (1) year of service in their anniversary month. The employee will have until the completion of their second year of employment to use these three (3) days.

After completion of two (2) years of employment, employees will be entitled to three (3) personal days each year, awarded in their anniversary month.

Any employee who does not utilize a sick leave day for a period of one (1) year shall be entitled to one (1) additional personal day.

Section 3:

Personal days may not be accumulated beyond three (3) shifts **(four (4) if awarded one day due to not utilizing sick leave)** 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/their 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/their 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/their 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/their 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 employees a leave of absence without pay for the purposes of the birth or adoption of a child 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 their attending physician indicating the date upon which they should begin their absence from their job.

Section 4:

To obtain such leave of absence, the employee must, in good faith, signify their intent to return to 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 their return to work. Upon return to employment, such employee shall be reinstated to their original job or to an equivalent position with equivalent pay unless circumstances within the Town make such reinstatement impossible or unreasonable. Employees on parental leave may use their accrued sick or vacation leave for these periods of time for which they are actually disabled. Employees on childbearing 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

<u>Length of Service</u>	<u>Annual Longevity Payment</u>
3 – 5 Years	\$1,000.00
6 – 14 Years	\$1,500.00
15 – 19 Years	\$1,750.00
20 Years and above	\$2,000.00

ARTICLE 23 INSURANCE

Section 1:

The Town agrees to continue health, hospitalization and major medical insurance for each employee under the **Matthew Thornton AB10 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 3 with the employee's choice to buy up to Delta Dental Option 1.

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 HealthTrust health insurance or dental program offered by the Town provided that the Town pay no more in actual dollars of that Plan's monthly insurance than what it is obligated to pay for coverage of the plan listed in Paragraph A above.

~~C. 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.~~

~~D. 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/their~~ full base salary until ~~his/her/their~~ 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:

The Town will allow the employee to use sick time for the required waiting period and until such time as the short-term claim is approved. Once the claim has been approved the Town shall receive weekly payments equal to 60% of their earnings. The employee may elect to use earned time consisting of vacation and sick time to receive a full paycheck equal to a regularly scheduled work week.

The employee may elect to receive only the short-term disability payment and decline to use any earned time.

If an employee wishes to buy back sick time used while waiting for the Short-Term Disability claim to be approved (not including those used to fulfill the waiting period), the buyback will be equal to the amount the employee received from the Town. Time bought back cannot exceed 60% of short-term disability earnings received.

~~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/their~~ 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 Seven Hundred Dollar (\$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 Seven Hundred Dollar (\$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.

Effective January 1, 2026 adjustments will be made to the salary schedule as reflected, which will include a 3% COLA, a 2% one-time compensation and agreement to the removal of the Performance Based Awards and market adjustments as determined.

On January 1, 2027, January 1, 2028, and January 1, 2029 a 2% COLA adjustment will occur.

SALARIED POSITIONS	2026	2027	2028	2029
		2% COLA	2% COLA	2% COLA
Wastewater Superintendent	\$ 100,482	\$ 102,492	\$ 104,541	\$ 106,632
Town Engineer	\$ 114,736	\$ 117,031	\$ 119,371	\$ 121,759
Police Captain				
Step 1	\$ 115,317	\$ 117,623	\$ 119,976	\$ 122,375
Step 2	\$ 117,670	\$ 120,023	\$ 122,424	\$ 124,872
Step 3	\$ 120,072	\$ 122,473	\$ 124,923	\$ 127,421
Step 4	\$ 122,522	\$ 124,972	\$ 127,472	\$ 130,021
Step 5	\$ 125,023	\$ 127,523	\$ 130,074	\$ 132,675
HOURLY POSITIONS	2026	2027	2028	2029
		2% COLA	2% COLA	2% COLA
Fire Administrative Assistant	\$ 37.32	\$ 38.07	\$ 38.83	\$ 39.60
Assistant to the DPW Director	\$ 37.32	\$ 38.07	\$ 38.83	\$ 39.60
Fire Marshal	\$ 48.22	\$ 49.18	\$ 50.17	\$ 51.17
Deputy Fire Marshal	\$ 40.37	\$ 41.18	\$ 42.00	\$ 42.84
Fire Captain				
Step 1	\$ 42.74	\$ 43.59	\$ 44.47	\$ 45.36
Step 2	\$ 43.61	\$ 44.48	\$ 45.37	\$ 46.28
Step 3	\$ 44.50	\$ 45.39	\$ 46.30	\$ 47.22

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.

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, 2026 through December 31, 2029**. 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 _____, 2026.

FOR THE TOWN OF DURHAM, NH

FOR THE DURHAM PROFESSIONAL
MUNICIPAL MANAGER'S ASSOCIATION

Todd I. Selig
Town Administrator

James Brown, Fire Captain
Association President



TOWN OF DURHAM

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

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Durham Public Works

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, AWARD A SOLID WASTE COLLECTION CONTRACT OF BOTH THE SINGLE STREAM RECYCLING AND SOLID WASTE COLLECTION TO CASELLA WASTE SERVICES OF RUTLAND, VERMONT FOR AN ANNUAL VALUE OF \$378,684.00, COMMENCING ON OR AROUND JULY 1, 2026 (~ 6-MONTH DURATION IN YEAR 1) AND SUBSEQUENT ANNUAL PERIODS, EXTENDING THROUGH DECEMBER 31, 2031, WITH A 5-YEAR RENEWAL UPON MUTUAL CONSENT OF BOTH PARTIES, SUBJECT TO AVAILABLE FUNDING, AND AUTHORIZE THE ADMINISTRATOR TO SIGN ASSOCIATED DOCUMENTS?

PREPARED BY: Richard Reine, Director of Public Works

CC: Todd Selig, Administrator
Gail Jablonski, Business Manager
Sam Hewitt, Assistant Public Works Director
John Baker, Administrative Assistant

PRESENTED BY: Richard Reine, Director of Public Works

Agenda Description:

The purpose of this memorandum is to request Town Council authorization to award a contract for weekly curbside solid waste and biweekly single stream recycling collection services to Casella Waste Services of Rutland, Vermont ("Casella"), in accordance with

the Solicitation for Proposals (No. DPW 2025 – Collection of Solid Waste & Recyclables). Funding for this initial Year 1, 6-month contract is included within the fiscal year 2026 approved operating budget beginning July 1, 2026.

Solid Waste Collection Program Background:

Durham Public Works currently operates a curbside municipal solid waste collection program using two diesel-powered vehicles. These vehicles run five days a week, inclusive of our Friday commercial recycling collection, and are each staffed by a single collection equipment operator for residential collection. On average, each vehicle services approximately 1,900 collection points weekly, collecting around 20 tons of household trash and 12 tons of recycling.

Over the past three years, Durham Public Works, in collaboration with the Integrated Waste Management Advisory Committee (IWMAC), has studied opportunities to improve the program, both operationally and financially. Our efforts have focused on transitioning to a fully automated curbside collection system - now considered an industry standard, using either our in-house Durham Public Works team members, or outsourced collection, using a qualified solid waste collection contractor. This system will feature standardized carts for both solid waste and single-stream recycling, supplied by the Town.

A photo of an automated collection vehicle and a standardized cart is shown below for reference.



The Department prepared a detailed specification for an outsourced solid waste and recycling collection and disposal program, which was distributed to the two qualified regional firms capable of meeting the Town's requirements. Proposals from both Waste Management and Casella Waste were received for our evaluation and comparison. The Waste Management proposal included an annual cost of service for weekly solid waste and biweekly single stream recycling collection of \$485,000. This compares directly to the Casella Waste Systems proposal of \$378,684 for comparable service. Casella Waste

has also agreed to service their existing 6-cubic yard solid waste container located at the Durham Public Works facility weekly, at no charge which equates to a savings of over \$4,500, annually.

Overall, the analysis clearly indicates the favorable financial, operational, and worker safety benefits of contracted solid waste collection services. This was analyzed against an in-house collection option where the Town would procure new collection vehicles, incurring debt payments for these trucks totaling an estimated \$112,000 per year. By implementing the contracted solid waste and recycling collection program with Casella Waste Systems, the Town will realize annual savings of approximately \$35,000 compared to maintaining in-house collection. These savings include the avoidance of new principal and interest payments for solid waste collection vehicles, as well as ongoing personnel, operations, and maintenance expenses that would otherwise require annual funding within the Durham Public Works operating budget. These savings do not reflect the additional and substantial benefits associated with reduced fleet mechanic labor devoted to solid waste collection vehicle maintenance, nor the costs related to employee injuries incurred during collection operations.

The contract operations alternative was presented to the IWMAC on September 3rd, 2025, which voted to endorse this plan and communicate their support to the Town Council. Each Proposal was evaluated based on:

- Demonstrated experience providing municipal solid waste and recycling services to numerous New Hampshire communities of similar size and complexity.
- Proven operational capacity with local hauling facilities, backup equipment, and dedicated management staff.
- A service model that aligns with Durham's planned transition to automated curbside collection and single-stream recycling.
- Competitive and transparent pricing structure, including defined annual escalation limits and fuel adjustment formulas for both escalation and deescalation dependent on fuel pricing.
- Strong compliance record with federal, state, and local environmental, safety, and transportation regulations.
- Value-added services, including resident education, reporting, community engagement support, and reimbursements for existing 6-yard solid waste container expenses currently contracted with Casella and incurred by the Town.

Casella Waste submitted the most comprehensive and competitive proposal for solid waste and recycling collection. Casella Waste has agreed to provide solid waste and recycling collection services to the Town of Durham with a clear and unwavering commitment to exceptional customer service and a resident-first approach. Casella Waste recognizes that Town residents and eligible businesses are the primary

stakeholders of this contract and agrees that all services shall be performed in a courteous, responsive, and professional manner that prioritizes customer needs, concerns, and satisfaction.

This commitment includes a proactive and solution-oriented approach to common service challenges, such as late setouts or occasionally overflowing containers, which shall be addressed positively, professionally, and with reasonable discretion whenever practicable.

Casella Waste will partner with Durham Public Works to emphasize communication, education, and enforcement, promptly resolving issues while maintaining service continuity and community goodwill. All Casella employees shall be trained to uphold this resident-first standard at all times, recognizing that consistent, flexible, and respectful customer service is a material obligation of this contract.

With these factors in mind, Casella Waste was determined to be the most qualified and responsive proposal and determined to be in the best interest of the Town.

Durham Public Works respectfully requests the Town Council's approval of this recommendation.

Legal Authority:

N/A

Financial Details:

Funding for these services has been incorporated into long-range financial planning assumptions for solid waste and recycling operations. Final expenses will be subject to annual budget appropriations approved by the Town Council, as applicable.

Budgeted amounts below are for the first six months (July – December 2026). Additional funding will be requested in 2027 for the remainder of the first year and beginning of the second year.

ACCOUNT	TITLE	BUDGETED	EXPENSED/ ENCUMBERED TO DATE	REQUESTED	REMAINING
01-4323-842-36-000	Contract Services – Curbside Collection	\$94,670.00	\$0.00	\$ 94,670.00	\$0.00

01-4323-844-36-000	Contract Services – Recycling	\$173,405.00	\$0.00	\$94,673.00	\$78,732.00
TOTAL		\$268,075.00	\$0.00	\$189,342.00	\$78,733.00

Suggested Action or Recommendation:

MOTION:

The Durham Town Council Does Hereby, Upon Recommendation of the Administrator, Award a Solid Waste Collection Contract of Both the Single Stream Recycling and Solid Waste Collection To Casella Waste Services of Rutland, Vermont for an Annual Value of \$378,684.00, commencing on or Around July 1, 2026 (~ 6-month Duration in Year 1) and Subsequent annual periods, extending through December 31, 2031, with a 5-year renewal upon mutual consent of both parties, Subject to Available Funding, and Authorizes the Administrator to Sign Associated Documents.



TOWN OF DURHAM

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AGENDA ITEM: **#9E**

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Todd Selig, Administrator

AGENDA ITEM: SHALL THE TOWN COUNCIL ACCEPT THE ADMINISTRATOR'S PROGRESS REPORT, AS OF DECEMBER 31, 2025, ON THE LIST OF APPROVED 2025/2026 TOWN COUNCIL GOALS ADOPTED ON JUNE 16, 2025?

CC PREPARED BY: Karen Edwards, Administrative Assistant

CC PRESENTED BY: Todd Selig, Administrator

AGENDA DESCRIPTION:

On Monday, June 16, 2025, the Council adopted its goals for 2025/26. In order to measure the progress of the goals adopted by Council, the Administrator believes it is important to provide the Council with periodic status reports.

Attached for the Council's information is an updated progress report prepared by the Administrator which outlines the status of each of the goals as of December 31, 2025.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action is required. Receive progress report of the 2025/26 Town Council goals updated by the Administrator as of December 31, 2025.

2025/26 Town Council Goals

Approved June 16, 2025

(As of 12/31/25)

Mission

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

Core Values

Excellence, Honesty, Integrity, Justice, Resilience, Respect, Transparency

Goal 1 - Facilitate optimal functioning of Town government through continuous improvement, new efficiencies, waste reduction, and inter-agency collaboration.

- A. Continuously assess cybersecurity risks and address vulnerabilities, with a focus on enhancing security at the Wastewater Facility.

IT: Met with Matt Collins (Durham's new wastewater superintendent) for annual review of the Cybersecurity Performance Goals and talked about the key findings of the 2024 assessment and Matt expressed interest in getting the Overwatch foundation involved in implementing secure remote access. While on-site IT Manager Luke Vincent was able to catch a representative of Wilson Controls (our Operation Technology vendor), and they agreed to try and set up an initial meeting in the new year. Wilson has worked with Overwatch on several projects in the immediate area. AtOM Group continues work on finalizing draft of the four previously discussed policies. Feedback from staff regarding policies has been sparse. IT has also been setting up multi-factor ID logins for all personnel.

- B. Analyze options for Councilors and potentially committee chairs to use municipal email accounts.

IT: We've acquired two iPads for Council use. Unfortunately, around the same time we learned that our current mobile device manager is being retired in 2026 and as such we've started migrating devices over to a new platform. This has and will continue to delay rollout of these devices through the pilot. Email use has been consistent among councilors who choose to utilize the Town's mail system. There is a small issue to address regarding the expiration of password and privileged access concerns but in general access has not been impacted.

Goal 2 - Conduct planning and take steps as necessary to protect public health and safety and provide ongoing service continuity given the anticipated impacts of climate change, the post-pandemic era, and general operational challenges.

- A. Update long-term feasibility planning with UNH for the future Durham Fire Station capital project (Waterworks Road or B-Lot, as determined), and raise awareness of improvements needed for MacGregor Memorial EMS buildings.

Fire: Chief Emanuel met with UNH Architect/Planner Ken Weston and Cliff Wallace on January 8, 2026, to discuss the state of the fire station project. Discussed a potential opportunity to seek an alternative location on campus for the fire station and the proposed renovation project scope of work for the existing Durham Fire Station.

Given the reduction in the requested Town/UNH funding for the FY26 CIP station renovation proposal and increased construction cost projections, the group agreed that we should limit the scope of work of our pending renovation and pause on the construction of the new kitchen, day room, training room, and additional restrooms until we learn more.

At this juncture, Chief Emanuel recommends that the priorities for the fire department scope of work should include:

1. Generator standby power for the fire department administration suite
2. Complete administrative offices A112, 111, 111A (existing SPA space)
3. Complete station HVAC improvements on the second floor of the station
4. Proceed with security/access control/camera system for the fire station
5. Replace the existing station alerting system

He would also recommend that we look at extending the sprinkler system into SPA and replacing existing lamps with LED lighting for apparatus bays, noting that these items have not been previously included in our current scope.

Of the five scope items above, they have each been funded through separate lines of the Capital Improvements program and have substantial funding. Chief Emanuel proposes to utilize our 2026 CIP funding to complete these items in their entirety and that we continue to reevaluate our cost-benefit ratio on additional station improvements.

Goal 3 - Pursue long-term economic strength and resiliency, anticipating the community's, the region's, and the nation's economic characteristics and opportunities.

- A. The Council, Administrator, local Boards, and Departments will work collaboratively to broaden and diversify Durham's tax base as the primary strategy for maintaining a stable municipal tax rate, adjusted over time for inflation using the Boston-Cambridge-Newton CPI-U and trends in construction and labor markets. This includes promoting taxable business development in the commercial core, guided by smart growth principles and at key locations such as Technology Drive and Stone Quarry Drive. It also involves partnering with UNH on economic development projects like The Edge at West End and potentially 66 Main Street. At the same time, we will continue to manage spending and reserve levels prudently, increase non-tax revenues and external grant funding where possible, and make the strategic personnel and capital investments necessary to support the ongoing delivery of high-quality services for residents and businesses.

Administrator: Durham's financial position remains fundamentally sound, reflecting solid management and stable reserves. Yet revenue growth (i.e., tax base expansion) is not keeping up with expenditure increases, even with increased efficiencies (dropping code and DCAT positions from FT to PT, contracting out

curbside collection, etc.) and securing substantial grant dollars for projects, several of which are outlined below in this quarterly goal update.

The FY 2026 budget process presented significant challenges due to rising labor and health insurance costs, inflation, reduced interest income, and increasing capital-related debt service. The one-time use of \$442,000 in unassigned fund balance to mitigate tax increases by the Council in FY 2025 highlights the importance of broadening the tax base and carefully managing expenditures moving forward. These factors resulted in a FY 2026 projected local municipal tax rate increase to \$5.89 per thousand dollars of assessed valuation, a 14.96% increase when compared to 2025, which dramatically overshot desired CPI targets (note, though that municipal cost drivers generally exceeded CPI in 2025). At current operational and capital project spending levels, unless we see significant tax base expansion in the near term, our fiscal forecast projects a local municipal tax rate increase of 4.37% in 2027 and 10.31% in 2028, and 3.71% in 2029.

This said, economic development and tax-base diversification remained central priorities in 2025. The Town Council, Administrator, Planning Board, and Housing Task Force continued coordinated efforts to promote taxable commercial development in the downtown core and at sites such as Technology Drive (R.J. Kelly) and Stone Quarry Drive (Riverwoods Phase II), while collaborating with UNH on potential economic initiatives at The Edge at West End and 66 Main Street.

These initiatives aim to strengthen Durham's long-term fiscal sustainability while balancing community values around conservation, sustainability, and small-town character. It's important to report that many proposals were met with concern from local residents who often prioritize ideal solutions over what is on the table, or are skeptical about allowing initiatives to proceed due to concern about projects that have the potential to add more college student housing to the downtown, often with the result of delaying or stopping projects/initiatives altogether and stifling efforts to expand the tax base and enhance the vibrancy of the downtown core. Ultimately, we must renew our efforts locally to find a balance between economic development, a vibrant downtown, tax base expansion, and spending priorities.

On the capital side, after weighing the pro's and con's of several major infrastructure investments (in particular Madbury Road's next three phases), they were advanced by the Council during the recently concluded FY 2026 budget process.

B. Continue to develop and adopt ordinance and policy changes that increase the availability of a full range of housing options.

Planning: We have the proposed amendments from the Housing Task Force which will be presented to the Planning Board for consideration as soon as time allows. But with other large amendments in the works, we don't have any date yet. Likewise, we don't have a date yet for the board to look at a proposed new Conservation Subdivision ordinance.

- C. Increase connection and collaboration between the Town and local businesses to help foster a supportive and beneficial atmosphere to increase the desirability and profitability of downtown Durham.

Administrator: Town Councilors Curtis Register and Joe Friedman have been active in participating as part of the Durham Business Association yet progress in rejuvenating that organization appears to be moving slowly. Admin. Selig has engaged with UNH to strategize on different approaches at fostering collaboration by potentially creating a new (TBD) forum for Town/UNH/downtown businesses/Durham landlords to meet and discuss issues of common interest with the goal of collaboration between the parties to achieve a vibrant downtown and a vibrant Durham/UNH. Mr. Selig hopes to roll this out with UNH in spring 2026.

- D. Respond to federal or state economic policy changes that negatively impact the Town, acting swiftly to protect essential operations and community services. The Council may issue statements or resolutions as needed.

Administrator: Durham has been diligent about providing Council resolutions, letters, Op Ed pieces, and personal testimony concerning issues of concern for the broader Durham community from grant programs to state-wide housing initiatives that might impact Durham to other economic, social, and policy issues impacting the Town.

Goal 4 - Pursue long-term environmental sustainability and resiliency, taking into account existing and predicted impacts of climate change in multiple areas including drinking water, wastewater, stormwater, agriculture, food, society, transportation, ecology, solid waste, and economy.

- A. Work toward continued Town-wide reductions in solid waste generation per resident through full implementation of a volume-based collection system.

DPW: After a comprehensive evaluation of internal and outsourced solid waste collection options, proposals were received from qualified contractors. Due to the financially favorable proposals, along with the many benefits of contract collections, the fiscal year 2026 approved budget included a transition to both automated collection with single stream recycling. This transition will begin with the distribution of standardized carts in the spring of 2026 and collection utilizing contract operations in July 2026, or earlier if feasible.

- B. Support pedestrian, public and active transportation alternatives to the automobile, and continue taking steps to address downtown multi-modal options such as the Cat Trax bikeshare program.

DPW: On Wednesday December 17, 2025, the Governor's Advisory Commission on Intermodal Transportation (GACIT) finalized their 10-year plan recommendations, which included \$1.8 million in funding for the Town of Durham's Madbury Road Multi-use path. Included within the approved fiscal year 2026 capital plan is the 20% local cost share for this project. The 10-year plan will now undergo review/modification by the Governor and Legislature for final approval. Also contained within the 2026 approved budget are the Madbury Road phases 4A and

4B, which extend the Madbury Road Complete Streets Improvements from Edgewood Road to approximately Emerson Road, at which point it will connect to the NHDOT Madbury Road at U.S. Route 4 Roundabout Intersection Improvement Project. This roadway reconstruction will include traffic calming, pedestrian, and streetscape improvements.

Planning: We continue to support the downtown in any ways we can, including writeups in Friday Updates, responding to concerns from individual businesses and property owners, and trying to bring in new businesses when they approach the Town. With all significant site plans, such as the proposed Riverwoods project, we push for bicycle racks inside and outside and pedestrian connections, and even better access to Wildcat Transit and the Campus Connector wherever feasible. Mr. Behrendt checks with UNH annually to make sure that the bus routes to the Lodges and the Cottages, paid for by those individual property owners, continue to meet the needs of the students who live there. Mr. Selig and Mr. Behrendt meet with the UNH Transportation Policy Committee several times a year to talk about various transportation issues on campus but also some which affect the town.

- C. Encourage and enable local and residential food production, preservation, and storage, and protect existing farming businesses and infrastructure, through policies that aid in or remove barriers to local food production and consumption to include ordinances/resolutions, development, and the expansion of community gardens.

Administrator: We invited the coordinators of the Wagon Hill Farm Community Gardens come to a Council meeting in late-2025 to provide a presentation on the Garden's successes, which are many. This is a great way for interested residents to become involved with gardening.

- D. Finalize the 2025–2030 Climate Action Plan working toward reduction strategies to achieve a 42.8% carbon reduction by 2030 are integrated into long-term planning. Engage committees, departments, and most importantly the broader community in implementation.

Administrator: COMPLETE. We will devote 2026 to trying to move forward some of the initiatives laid out in it. For example, a second, 2-handle EV charging station has been installed in the Pettee Brook Metered Lot (and operational as of 1/26/26), and two additional 2-handle EV charging stations will be installed this spring in the UNH Edgewood Rd. Visitor's Lot by Hamel Rec., funded 50/50 by Durham and UNH.

- E. Improve accuracy of the greenhouse gas (GHG) inventory by tracking electric vehicle registrations and heat pump installations in collaboration with the Town Clerk and Assessor Offices.

Building: There were 20 heat pump installations from April – December 2025.

Town Clerk:

CODE	FUEL TYPE	NUMBER
M	Methanol	1
C	Fuel Cell	22
O	Other	3
N	Compressed Natural Gas	7
F	Flex Fuel	22
P	Plugin Electric Hybrid	109
E	Electric	241
D	Diesel	317
H	Hybrid Elec/Gas	590
T	Trailer Only	1,350
G	Gas	9,898
	ALL VEHICLES	12,540

This table summarizes the total number of vehicles by fuel type and includes both registered and unregistered vehicles on record in the Town of Durham, New Hampshire.

- F. Align long-range capital improvement planning (CIP) with the 2024 Durham Multi-hazard Climate Mitigation Plan and the 2023 Climate Adaptation Chapter of the Master Plan.

DPW: The Phase 2 Living Shoreline project is a National Fish and Wildlife Foundation (NFWF) grant funded project with a value of \$1,994,539. The project was successfully bid with a contract awarded to T- Ford Construction, following Town Council approval. A preconstruction site walk is scheduled with T-Ford in January to review access requirements, erosion controls, and tree removal. It is expected that T-Ford and their tree subcontractor will commence with these initial operations to prepare the site for spring/summer construction.

Goal 5 - Pursue long-term social resiliency and quality of life in Durham intended to strengthen the community in a welcoming and inclusive manner.

- A. Proactively anticipate, monitor and respond to changes in federal and state laws and policies, particularly those that may affect human rights or the well-being of residents, students, and employees, through coordinated action with UNH and other relevant partners. When necessary, express clear and timely concerns to safeguard the safety and rights of the entire Durham community.

HRC: The Human Rights Commission has provided information for residents on knowing their rights relative to ICE enforcement. Durham's MEI index score as part of the Human Rights Campaign's annual survey is amongst the highest in NH (#2 just behind Portsmouth).

B. Make all Town operations inclusive of non-binary options.

Business Office: We are updating policies, three collective bargaining agreements (AFSCME, DPFFA, and DPMMA) and forms on an ongoing basis. Updates will be discussed relative to three CBA agreements this year as an example.

C. Support the recreational, educational, and social needs of residents through Parks & Recreation, Durham Public Library, and programming for all ages including the celebration of Durham's rich history.

Parks & Rec: Parks & Rec continues to hold community-based events such as Durham Day and Downtown Trick-or-Treat, as well as various individual classes for kids and adults.

D. Explore establishing an Arts Commission for the Town of Durham.

This is being considered by Chair of the Council, Joe Friedman.

Goal 6 - Continue cooperative and collaborative efforts with UNH to enhance mutual intellectual, cultural, environmental, social, and economic benefits associated with hosting New Hampshire's flagship state university.

A. Encourage the UNH administration to collaborate with Durham's Administrator on decisions and planning that affect the university, the town, local businesses, and residents.

Administrator: Ongoing. A significant amount of time is being spent by Chair Friedman and Admin. Selig working with UNH relative to The Edge at West End as part of UNH's ongoing working group. An extensive RFQ selection effort in 2025 resulted in choosing The Ryan Companies as a development partner for The Edge at West End and also for 66 Main Street at the Town's option. A letter of intent has been signed between UNH and Ryan and the two entities are now working (meeting twice per week) toward an MOA. Again, Durham has the option to partner with Ryan for the redevelopment of 66 Main Street, which offers tremendous potential not only for downtown's vitality but also tying what happens at West End to Downtown Durham. UNH is working to ensure the USNH Board of Trustees is fully on board with the development plan. The Durham Planning Board (and Council) will need to move forward with the development of a Planned Unit Development overlay district for West Edge, but that will proceed in earnest following execution of an MOA with Ryan Companies.

B. Encourage UNH to actively promote awareness among Durham residents and invite their participation in the university's athletic, cultural, social, health and fitness, recreational, and educational programs.

Administrator: Ongoing. We provide quite a lot of UNH content/opportunities in each edition of Friday Updates.

- C. Endeavor to establish Durham as an epicenter of off-campus volunteerism and research by UNH students, faculty, and staff.

Administrator: Ongoing. Numerous UNH interns/classes are participating across the Town organization each semester from police to IWMAC to planning to sustainability.

Goal 7 - Lead efforts to promote inter-municipality awareness and collaboration on issues of mutual interest and concern.

- A. Establish working relationships with municipal officials in surrounding communities to foster a timely and collaborative regional network.

Administrator: Discussions continue with Town of Madbury concerning the potential for shared fire services. Durham and Madbury do plan to share some financial staffing services in 2026, which is a very positive step.

- B. Oppose state attempts to undermine local authority and control through vocal, visible, collaborative opposition.

Administrator: This has been an ongoing effort in Concord in 2025 and 2026 relative to zoning and other legislation that could impact local communities like Durham. Durham has engaged as needed.

Note: The numerical order of the goals does not imply priority.



TOWN OF DURHAM

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AGENDA ITEM: **#9F** *TS*
DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Riverwoods Durham, Continuing Care Retirement Community

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE TOWN ASSESSOR AND ADMINISTRATOR, APPROVE A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT PURSUANT TO NH REVISED STATUTES ANNOTATED (RSA) 72:23-N BETWEEN THE TOWN OF DURHAM AND RIVERWOODS DURHAM, AND AUTHORIZE THE ADMINISTRATOR TO SIGN ALL ASSOCIATED DOCUMENTS NECESSARY TO EFFECTUATE SAID AGREEMENT?

CC PREPARED BY: Darcy Freer, Assessor

CC PRESENTED BY: Todd Selig, Town Administrator
Darcy Freer, Assessor

AGENDA DESCRIPTION:

In early 2025, Riverwoods Durham, a continuing care retirement community, President and CEO Justine Vogel, and legal counsel for Riverwoods, Christopher Boldt of Donahue, Tucker, and Ciandella, contacted the Administrator about meeting to discuss a PILOT agreement relating to Phase II of the Riverwoods' development. To be located on a vacant 22.50-acre site adjacent to their current facility. On November 12, 2025, the Planning Board approved a site plan, conditional use, and lot line adjustment application for Riverwoods Durham Phase II. The project includes two independent living apartment buildings, a community center, a maintenance building, and site improvements.

The Administrator along with Assessor Darcy Freer and Towns Counsel, Attorney Joe Driscoll of Mitchell Municipal Group, have met on numerous occasions over the last 8 months with Attorney Boldt and representatives for Riverwoods Durham to develop a new PILOT for Phase II of development that would be mutually acceptable to both Riverwoods

and the Town of Durham. The group is now prepared to bring forward for the Council's consideration a draft PILOT agreement.

Attached is a draft agreement of the proposed voluntary "Payment in Lieu of Taxes" pursuant to New Hampshire Revised Statutes Annotated (RSA) 72:23-n between the Town of Durham and Riverwoods Durham. The PILOT is based on the agreement that Riverwoods Durham will pay an agreed upon payment annually on the negotiated value of the portion of the property owned by Riverwoods Durham that is attributable to the independent living facilities and a prorated portion of the common areas.

This approach mirrors that used for the PILOT associated with Phase I, which was negotiated and adopted upon Riverwoods initial Phase I construction.

LEGAL AUTHORITY:

New Hampshire Revised Statutes Annotated (RSA) 72:23-n and RSA 72:23, V.

LEGAL OPINION:

The Town's legal counsel, Attorney Joe Driscoll, assisted with the development of the proposed PILOT agreement and deems the document to be acceptable and in accord with New Hampshire state laws.

FINANCIAL DETAILS:

Outlined in the proposed PILOT agreement.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon Recommendation of the Town Assessor and Administrator, Approve a Payment in Lieu of Taxes (PILOT) Agreement Pursuant to NH Revised Statutes Annotated (RSA) 72:23-n Between the Town of Durham and Riverwoods Durham, and Authorize the Administrator to Sign all Associated Documents Necessary to Effectuate Said Agreement.

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the “Agreement”), dated as of the ____ day of _____, 202~~6~~⁵, is made by and between RiverWoods Durham, a New Hampshire non-profit voluntary corporation, with a mailing address of 14 Stone Quarry Drive, Durham, New Hampshire 03824 (“RiverWoods”) and the Town of Durham, a New Hampshire municipality, with a mailing address of 8 Newmarket Road, Durham, New Hampshire 03824 (the “Town”) (RiverWoods and the Town are at times referred to herein collectively as the “Parties” and individually as a “Party”).

WHEREAS, as of the time of the execution of this Agreement RiverWoods is an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that intends to operate a continuing care retirement community (a “CCRC”) or similar facility or facilities that provide housing, food services, health services, and other services to elderly persons on a property now identified as Durham Tax Map 209, Lot 33, Lot 37 and Lot 38 that is owned RiverWoods (the “RiverWoods Campus”).

WHEREAS, RiverWoods and the Town have previously entered into a Payment in Lieu of Taxes Agreement, dated March 22, 2018 the portion of RiverWoods CCRC located on what is now known as Tax Map 209, Lots 37 and 38 (“the Original PILOT”).

WHEREAS, RiverWoods and the Town recognize that the portion of the RiverWoods Campus covered by this Agreement is the new construction proposed for Tax Map 209, Lot 33 (the “Property”).

WHEREAS, the Town and RiverWoods agree that the current proposed use of a portion of the Property is exempt from taxation under NH RSA 72:23, V.

WHEREAS, pursuant to NH RSA 72:23-n, RiverWoods and the Town are permitted to negotiate a voluntary agreement to establish RiverWoods’ payments in lieu of taxes to the Town.

WHEREAS, RiverWoods and the Town have agreed that RiverWoods will make a payment in lieu of taxes with respect to the Taxable Portion (as defined below) of the Property.

WHEREAS, RiverWoods and the Town have agreed that the payment in lieu of taxes with respect to the Taxable Portion is fair, reasonable and will provide certainty with respect to the annual payments to be made by RiverWoods to the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Commencement, Term, and Phases. This Agreement will govern RiverWoods’ payments in lieu of taxes pursuant to NH RSA 72:23-n for a period of 22 years, from January 1,

2026 through December 31, 2047 (the “Term”). The Term of this Agreement will be divided into 3 phases, (1) the first phase beginning on January 1, 2026 and ending December 31, 2027 (“Phase I”), (2) the second phase beginning on January 1, 2028 and ending December 31, 2037 (“Phase II”), and (3) the third phase beginning on January 1, 2038 and ending December 31, 2047 (“Phase III”). Phase II and Phase III are to coincide with the Agreement governing RiverWoods property at 14 and 16 Stone Quarry Drive.

1.1 Renewal Term. On January 1, 2047, the Parties agree to begin negotiations for a successor payment in lieu of taxes agreement pursuant to NH RSA 72:23-*n*, or applicable successor provision of law, which agreement, if successfully negotiated, will be finalized prior to December 31, 2047.

2. Payment In Lieu of Taxes.

2.1 Taxable Portion of Property. The Parties agree that RiverWoods will make a payment in lieu of taxes under NH RSA 72:23-*n* on the negotiated value of the portion of the Property that is composed of independent living units or other housing for residents that do not require intensive assisted living or nursing care services (the “Independent Living Facilities”) and a prorated portion of the Common Areas (defined below) allocated to the Independent Living Facilities (such portion of the Property, the “Taxable Portion”). The payment in lieu of taxes under NH RSA 72:23-*n* will not be calculated with respect to the remainder of the Property that is composed of living units or housing for residents that do require intensive assisted living or nursing care services (the “Non-Independent Living Facilities”) and a prorated portion of the Common Areas (defined below) allocated to the Non-Independent Living Facilities (the “Non-Taxable Portion”).

2.1.1 Common Areas. The areas of common use on the RiverWoods Campus that are not used exclusively by either the Independent Living Facilities or the Non-Independent Living Facilities (the “Common Areas”) will be prorated between the Independent Living Facilities and the Non-Independent Living Facilities. The prorated portion of Common Areas attributable to the Independent Living Facilities that is includible in the Taxable Portion will be determined by multiplying the square footage of any Common Areas on the RiverWoods Campus by a fraction, (1) the numerator of which is the total square footage of the Independent Living Facilities and (2) the denominator of which is the sum of (a) the square footage of the Independent Living Facilities and (b) the square footage of the Non-Independent Living Facilities

2.2 Valuation of Taxable Portion. For purposes of this Agreement, including the calculations described in Section 2.3, the negotiated value of the Taxable Portion during each of Phase I, Phase II, and Phase III will be determined as follows:

2.2.1 Valuation of Taxable Portion During Phase I. The negotiated valuation of the Taxable Portion during Phase I is as defined in 2.3.1.1.1 below (the “Ramp-Up Period”). For

the avoidance of doubt, the Phase I Negotiated Value will not be impacted by any town-wide revaluation undertaken by the Town during Phase I.

2.2.2 Valuation of Taxable Portion During Phase II. The negotiated valuation of the Taxable Portion during Phase II will be determined by obtaining an appraisal for the Taxable Portion in 2028 according to the procedure described immediately below, said Appraisal to encompass this property as well as RiverWoods' Property located at 14 and 16 Stone Quarry Drive.

2.2.2.1 Phase II Valuation Procedure.

2.2.2.1.1 On or prior to January 30, 2028, the Town and RiverWoods will each contact the other Party regarding obtaining valuations to determine the Phase II Negotiated Value of the RiverWoods Campus as a whole.

2.2.2.1.2 The Town and RiverWoods will each hire an independent certified appraiser with expertise in the valuation of CCRCs to prepare a separate valuation of the Taxable Portion to be completed prior to May 31, 2028 (each such initial valuation, a "Phase II Initial Valuation"). Each Party will be responsible for the costs of its separate Phase II Initial Valuation.

2.2.2.1.3 The Phase II Valuation shall determine the value of the CCRC as if completed, pursuant to all plans provided and approvals/permits acquired, irrespective of the status of the construction of the improvements. The intent is to arrive at a value that includes the entirety of the real property improvements, with such value to be utilized throughout Phase II. Incomplete construction and/or inability to operate as of the date of the subject appraisal shall have no impact on the Phase II Valuation.

~~2.2.2.1.3~~ 2.2.2.1.4 Upon obtaining the Phase II Initial Valuations, if the values for the Taxable Portion contained therein differ by 5 percentage points or less, then the Phase II Negotiated Value will be the average of the two Phase II Initial Valuations.

~~2.2.2.1.4~~ 2.2.2.1.5 If the values for the Taxable Portion contained in the Phase II Initial Valuations differ by more than 5 percentage points, the Parties will informally negotiate to agree on a Phase II Negotiated Value using the Phase II Initial Valuations and other relevant data that is agreed to by both Parties. The negotiated value agreed to by the Parties under this Section 2.2.2.1.4, if any, will be the Phase II Negotiated Value.

~~2.2.2.1.5~~ 2.2.2.1.6 If, however, the Parties are unable to informally negotiate a Phase II Negotiated Value pursuant to Section 2.2.2.1.4, then both RiverWoods and the Town each have the right to require that a third valuation be obtained (the "Phase II Secondary Valuation"). The Phase II Secondary Valuation will be binding on the

Parties and will be the Phase II Negotiated Value. The Town and RiverWoods will mutually agree on an appraiser for the Phase II Secondary Valuation, and the costs of obtaining the Phase II Secondary Valuation will be equally borne by RiverWoods and the Town. The Phase II Secondary Valuation will be completed by October 1, 2028. If the Parties are unable to agree on an appraiser to conduct the Phase II Secondary Valuation, then each of the Town's and RiverWoods' appraisers used for the Phase II Initial Valuation will select the appraiser.

~~2.2.2.1.6~~2.2.2.1.7 For the avoidance of doubt, the Phase II Negotiated Value will not be impacted by any town-wide revaluation undertaken by the Town during Phase II.

2.2.3 Valuation of Taxable Portion During Phase III. The negotiated valuation of the Taxable Portion during Phase III will be determined by obtaining an appraisal for the Taxable Portion in 2038 according to the procedure described immediately below, said Appraisal to encompass RiverWoods Campus as a whole.

2.2.3.1 Phase III Valuation Procedure.

2.2.3.1.1 On or prior to January 30, 2038, the Town and RiverWoods will each contact the other Party regarding obtaining valuations to determine the Phase III Negotiated Value.

2.2.3.1.2 The Town and RiverWoods will each hire an independent certified appraiser with expertise in the valuation of CCRCs to prepare a separate valuation of the Taxable Portion to be completed prior to May 31, 2038 (each such initial valuation, a "Phase III Initial Valuation"). Each Party will be responsible for the costs of its separate Phase III Initial Valuation.

2.2.3.1.3 Upon obtaining the Phase III Initial Valuations, if the values for the Taxable Portion contained therein differ by 5 percentage points or less, then the Phase III Negotiated Value will be the average of the two Phase III Initial Valuations.

2.2.3.1.4 If the values for the Taxable Portion contained in the Phase III Initial Valuations differ by more than 5 percentage points, the Parties will informally negotiate to agree on a Phase III Negotiated Value using the Phase III Initial Valuations and other relevant data that is agreed to by both Parties. The negotiated value agreed to by the Parties under this Section 2.2.3.1.4, if any, will be the Phase III Negotiated Value.

2.2.3.1.5 If, however, the Parties are unable to informally negotiate a Phase III Negotiated Value pursuant to Section 2.2.3.1.4, then both RiverWoods and the Town each have the right to require that a third valuation be obtained (the "Phase III Secondary Valuation"). The Phase III Secondary Valuation will be binding on the Parties and will be the Phase III Negotiated Value. The Town and RiverWoods will mutually agree on an

appraiser for the Phase III Secondary Valuation, and the costs of obtaining the Phase III Secondary Valuation will be equally borne by RiverWoods and the Town. The Phase III Secondary Valuation will be completed by October 1, 2038. If the Parties are unable to agree on an appraiser to conduct the Phase II Secondary Valuation, then each of the Town's and RiverWoods' appraisers used for the Phase III Initial Valuation will select the appraiser.

2.2.3.1.6 For the avoidance of doubt, the Phase III Negotiated Value will not be impacted by any town-wide revaluation undertaken by the Town during Phase II.

2.3 Payment in Lieu of Taxes. On December 1 of each calendar year during the Term of this Agreement RiverWoods will make an annual payment in lieu of taxes (the "Annual Payment") to the Town.

2.3.1 Phase I. Phase I shall be calculated as follows:

2.3.1.1 Phase I Base Amount. Except as otherwise provided in Sections 2.3.1.1.2 and 2.3.1.1.3, the base amount of tax payable by RiverWoods in a Phase I calendar year (the "Phase I Base Amount") is determined by multiplying (1) the Phase I Negotiated Value divided by One Thousand Dollars (\$1,000) by (2) the Phase I Tax Rate for that calendar year.

2.3.1.1.1 Phase I Tax Rate. The tax rate (the "Phase I Tax Rate") applied to the Phase I Value to determine the Phase I Base Amount in a given calendar year will be the then current rate (the "Charged Tax Rate"). Notwithstanding the foregoing, in the event the Charged Tax Rate in a given calendar year is less than \$10.165 (the "Phase I Tax Rate Floor"), then the Phase I Tax Rate for that year will be the greater of (1) the Phase I Tax Rate Floor or (2) the Charged Tax Rate for the immediately preceding calendar year.

2.3.1.1.2 Ramp-Up Period. From January 1, 2026 to December 31, 2027, the Phase I Base Amount of tax payable in each calendar year by RiverWoods will be:

Calendar Year	Phase I Base Amount
2026	\$9,512.000
2027	\$100,000 <u>150,000</u>

2.3.1.1.3 Phase I Base Amount Floor. Except only as provided in Section 2.3.1.1.2, in no event will the Phase I Base Amount be less than ~~\$_____~~. \$369,219.

2.3.2 Phase II Annual Payment. During Phase II, the amount of RiverWoods' Annual Payment to the Town in accordance with Section 2.3 will be equal to (1) the Phase II Base Amount for that calendar year.

2.3.2.1 Phase II Base Amount. Except as otherwise provided in Section 2.3.2.1.2, the base amount of tax payable by RiverWoods in a Phase II calendar year (the "Phase II Base Amount") will be determined by multiplying (1) the Phase II Negotiated Value divided by One Thousand Dollars (\$1,000) by (2) the Phase II Tax Rate for that calendar year.

2.3.2.1.1 Phase II Tax Rate. The tax rate (the "Phase II Tax Rate") applied to the Phase II Negotiated Value to determine the Phase II Base Amount in a given calendar year will be the Charged Tax Rate (defined above in Section 2.3.1.1.1) for that calendar year. Notwithstanding the foregoing, in the event the Charged Tax Rate in a given calendar year is less than the Charged Tax Rate in 2028 (the "Phase II Tax Rate Floor"), then the Phase II Tax Rate for that year will be the greater of (1) the Phase II Tax Rate Floor or (2) the Charged Tax Rate for the immediately preceding calendar year.

2.3.2.1.2 Phase II Base Amount Floor. In no event will the Phase II Base Amount be less than ~~\$_____?~~. \$369,219.

2.3.3 Phase III Annual Payment. During Phase III, the amount of RiverWoods' Annual Payment to the Town in accordance with Section 2.3 will be equal to (1) the Phase III Base Amount for that calendar year.

2.3.3.1 Phase III Base Amount. Except as otherwise provided in Section 2.3.3.1.2, the base amount of tax payable by RiverWoods in a Phase III calendar year (the "Phase III Base Amount") will be determined by multiplying (1) the Phase III Negotiated Value divided by One Thousand Dollars (\$1,000) by (2) the Phase III Tax Rate for that calendar year.

2.3.3.1.1 Phase III Tax Rate. The tax rate (the "Phase III Tax Rate") applied to the Phase III Negotiated Value to determine the Phase III Base Amount in a given calendar year will be the Charged Tax Rate (defined above in Section 2.3.1.1.1) for that calendar year. Notwithstanding the foregoing, in the event the Charged Tax Rate in a given calendar year is less than the Charged Tax Rate in 2038 (the "Phase III Tax Rate Floor"), then the Phase III Tax Rate for that year will be the greater of (1) the Phase III Tax Rate Floor or (2) the Charged Tax Rate for the immediately preceding calendar year.

2.3.3.1.2 Phase III Base Amount Floor. In no event will the Phase III Base Amount be less than ~~\$_____?~~. \$369,219.

2.4 Equalization Ratio. The equalization ratio in each of Phase I, Phase 2, and Phase III will at all times be 100%.

3. Termination or Modification of the Agreement.

3.1 Events Requiring Termination or Modification of the Agreement.

3.1.1 If, following a final adjudication with all appeal rights exhausted, (1) RiverWoods loses its federal tax-exempt status, or (2) a court or governmental agency of competent jurisdiction determines that no part of RiverWoods qualifies for a property tax exemption under NH RSA 72:23, V, this Agreement will immediately terminate.

3.1.2 If, as of a result of a change in relevant law or regulations, RiverWoods (1) no longer qualifies for a property tax exemption under NH RSA 72:23, V, or (2) is no longer eligible to enter into a payment in lieu of taxes under NH RSA 72:23-n, this Agreement will immediately terminate.

3.1.3 If, following a final adjudication with all appeal rights exhausted, a court or governmental agency of competent jurisdiction determines that the percentage of RiverWoods qualifying for a property tax exemption under NH RSA 72:23, V is substantially different than the Non-Taxable Portion as described in this Agreement, RiverWoods and the Town will negotiate in good faith the terms of a new agreement providing for a payment in lieu of taxes under NH RSA 72:23-n.

3.1.4 If, as of a result of a change in relevant law or regulations, the percentage of RiverWoods qualifying for a property tax exemption under NH RSA 72:23, V is substantially different than the Non-Taxable Portion as described in this Agreement, or there is a similar change in law or regulations that affects the property tax exemption otherwise available to RiverWoods, RiverWoods and the Town will negotiate in good faith the terms of a new agreement providing for a payment in lieu of taxes under NH RSA 72:23-n.

3.1.5 If RiverWoods transfers, subdivides, sells, assigns, leases, exchanges, leases, or otherwise disposes of any part of the Property, the Town may, at its option, terminate the Agreement. In the event the Town terminates the Agreement pursuant to this Section 3.1.5, the Town may at its option negotiate agreement providing for a payment in lieu of taxes under NH RSA 72:23-n or similar provision of law with RiverWoods and any transferees of the Property.

3.2 Negotiation of New Agreement. In the event RiverWoods and the Town are required to negotiate the terms of a new agreement providing for a payment in lieu of taxes under

NH RSA 72:23-*n* pursuant to Section 3.1.3 or 3.1.4 but are unable to agree on the terms of such new agreement, then the parties will engage in the dispute resolution protocol set forth in Section 6 below.

3.3 Unless otherwise required by applicable law or pursuant to a court order, the Town will not oppose any efforts by RiverWoods to defend itself against (1) a challenge to its federal tax status, or (2) a challenge to the percentage of RiverWoods which qualifies for a property tax exemption under NH RSA 72:23, V.

3.4 During the Term of the Agreement, RiverWoods waives its right to seek redress or to otherwise assert it is eligible for a tax exemption under NH RSA 72:23, V or NH RSA 72:23-*k*.

4. Default. Except in the event of RiverWoods' non-payment of the Annual Payment which is governed by Section 4.1, should any party default upon any material obligations arising under this Agreement, the other party will, as a condition precedent to pursuing remedy, issue a notice of default to the defaulting party. Notice of default will be provided in the manner provided for in Section 8.7 of this Agreement. The defaulting party will have thirty (30) days after receipt to cure to the default. In the event that the condition causing the default is not cured within the thirty (30) day cure period, the non-defaulting party may demand and initiate the dispute resolution protocol set forth in Section 6 below. The Parties' attorneys' fees and costs will be governed by Section 8.5 below.

4.1 Non-Payment. Non-payment of any required Annual Payment due the Town will constitute a default. Notice of non-payment or any other default will be provided to RiverWoods in the manner provided for in Section 8.7 of this Agreement. RiverWoods will have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may (1) commence an action to collect any non-payment, including under NH RSA 80:50, (2) seek specific performance of a non-monetary default under this Agreement, or (3) proceed against the real estate under NH RSA 80:58-86 or other relevant statute. It will not be a defense to any such proceeding that RiverWoods is obligated under this Agreement to make payments in lieu of taxes rather than taxes. In addition, the Annual Payment due under this Agreement constitutes taxes owed by RiverWoods such that non-payment of the Annual Payment will result in the imposition of any relevant statutory tax liens on the property with the accompanying statutory remedies. In addition, if RiverWoods fails to make any Annual Payment in the full amount due within 30 days of the due date thereof, RiverWoods shall pay an interest charge on the unpaid amounts at the rate of 18 percent per annum. RiverWoods shall pay all costs and expenses incurred by the Town, including all reasonable attorneys' fees and other charges, in connection with the collection of the Annual Payment and the enforcement of the Town's rights hereunder.

5. RiverWoods Request for Information. At its sole option, RiverWoods may request an in-person meeting with the Town to discuss future municipal tax rate projections. Any such meeting would be advisory in nature only and not binding on the Town.

6. Dispute Resolution.

6.1 Mediation. In the event of a dispute hereunder, any Party hereto may commence mediation procedures in accordance with this Section 6.1 for the sole purpose of resolving the particular dispute. In the event a dispute arises relating to this Agreement that a Party believes cannot be resolved through negotiation, that Party may demand mediation by notifying the other Parties. The notification will state with specificity the nature of the dispute. The Parties hereby consent to submitting the matter in dispute to a mediator, and hereby agree to attempt in good faith to resolve the dispute through mediation. The Town and RiverWoods shall mutually agree on a mediator. In the event the Town and RiverWoods cannot agree on a mediator, each of the Town and RiverWoods will each select a mediator who in turn will select a third mediator who shall serve as sole mediator.

6.2 The Parties will direct the mediator to schedule the mediation session within two weeks of being contacted. The Parties will make themselves available to attend the mediation session as scheduled by the mediator. The mediation will be conducted according to the procedures determined by the mediator. The fees and expenses of the mediator will be paid equally by the Town and RiverWoods.

~~6.3 Arbitration. If the mediator is unable to facilitate a settlement of a dispute within a reasonable period of time, as determined by the mediator, the mediator will issue a written statement to that effect, but in no event will such time period exceed 90 days. Any Party will have the right to submit such matter for resolution by an arbitrator designated in writing by the Parties. In the event the Parties are unable to designate an arbitrator, then the Town will contact the American Arbitration Association and request that it appoint an arbitrator to resolve the matter pursuant to the then-existing rules of the American Arbitration Association, which resolution will be binding upon the Parties. The fees and expenses of the arbitration will be paid equally by the Town and RiverWoods.~~

7. Conditions Precedent: The Parties' rights and obligations under this Agreement are conditional upon RiverWoods receipt of all applicable approvals necessary to effectuate the Expansion, including but not limited to all approvals from the Town's Planning Board, the Town Council, the NH Department of Environmental Sciences and any other State or Federal Agencies necessary for RiverWoods construction and/or expansion of the CCRC on the Property.

8. Miscellaneous.

8.1 Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and

contemporaneous agreements and understandings, oral and written, between the Parties with respect to its subject matter. This Agreement may be amended only by a written agreement between the Parties.

8.2 Waiver. If a Party fails to enforce any provision of this Agreement, it will not be precluded from enforcing that provision at another time.

8.3 Assignment. This Agreement and the rights granted under it may not be assigned or transferred by either Party without the written consent of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

8.4 Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties, and the remaining terms and conditions of this Agreement will remain in full force and effect.

8.5 Governing Law. This Agreement will be governed by and construed in accordance with law of the State of New Hampshire without regard to conflict of laws principles. In the event of any adjudication of any dispute under this Agreement after the Parties have engaged in the Dispute Resolution requirements of section 6 of the Agreement, the prevailing Party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other Party.

8.6 Force Majeure. Neither Party will be responsible for delays or failures in performance resulting from acts beyond its control, including acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility outage failures, industry wide shortages of labor or material, pandemics, and natural disasters.

8.7 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement must be in writing and sent to the addresses set forth in the preamble above. A notice will be deemed effective: (a) upon delivery, if delivered personally to an executive employee of a Party; (b) one business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (c) three business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

8.8 Execution; Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and which together will constitute one and the same instrument.

8.9 Authority. The Town and RiverWoods represent and warrant that pursuant to RSA 72:23-
n, each of them has authority to enter into this Agreement and that all applicable laws,
ordinances, rules and procedures have been met regarding the approval and execution of this
Agreement, including a duly noticed Town Council Meeting held on _____, 202~~6~~⁵.

[Signature Page Follows]

BY THEIR SIGNATURES, the Parties have executed this Agreement as of the _____
day of _____, 202~~6~~⁵.

RIVERWOODS DURHAM

By: _____
Name: _____
Title: _____
Dated: _____

TOWN OF DURHAM

By: _____
Name: _____
Title: _____
Dated: _____



TOWN OF DURHAM

8 Newmarket Road

Durham, NH 03824

Tel: 603-868-5571

Fax: 603-868-1858

www.ci.durham.nh.us

AGENDA ITEM: **#10A**

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Allison Jumper

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE INTEGRATED WASTE MANAGEMENT ADVISORY COMMITTEE CHAIR, APPOINT ALLISON JUMPER, 23 MATHES COVE ROAD, TO AN ALTERNATE MEMBERSHIP POSITION ON IWMAC WITH A TERM EXPIRATION OF 4/29?

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 Allison Jumper, requesting appointment as a member to the Integrated Waste Management Advisory Committee. Her appointment will fill one of the two alternate vacancies on the Committee.

Ms. Jumper has attended a meeting of IWMAC and has spoken with Chair, Nell Neal. Attached for the Council's information is Chair Neal's endorsement of Ms. Jumper's appointment.

Ms. Jumper has been invited to attend Monday night's meeting.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Integrated Waste Management Advisory Committee Chair, appoint Allison Jumber, 23 Mathes Cove Road, to fill an Alternate Membership position on IWMAC with a term expiration of 4/29.



Town of Durham

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

Application for Board Appointment

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

New appointment/regular member ☐

New appointment/alternate member ☒

Reappointment/regular member ☐

Reappointment/alternate member ☐

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

Applicant has:

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

Name: *Allison Jumper*

Date: *12/17/25*

Address: *23 Mathes Cove Rd*

E-Mail Address: *amsmail181@yahoo.com*

Telephone: *781-223-5402*

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. *Integrated Waste Management Advisory Committee*
- 2.
- 3.

Are you willing to attend ongoing educational sessions offered by the New Hampshire Municipal Association, Strafford Regional Planning Commission, et al, and otherwise develop skills and knowledge relevant to your work on the board/committee? ☒ YES ☐ NO

(Over)

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

IWMAC does a great job in advising the town on issues related to waste. Reducing waste and encouraging responsible recycling.

Please provide brief background information about yourself: I'm a former public high school teacher and currently a private tutor for area middle high school students. are goals I share with this committee and I look forward to joining them in their work!

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

Name: Maura Toth

Telephone: 1-603-205-3961

Name: Laura Mason

Telephone: 1-603-475-4154

Name: Liz Phillips

Telephone: 1-603-953-3516

♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦

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.

Allison M. Jumper

23 Mathes Cove Road, Durham, NH 03824

781-223-5402 - amsmall81@yahoo.com

EDUCATION

Northern Essex Community College, Haverhill, MA 2022 - present
ASL Interpreting Certificate Program Student

Completed coursework includes: Elementary ASL 1, Elementary ASL 2, Intermediate ASL 1, Intermediate ASL 2, Introduction To Deaf Studies, Cultural Anthropology, Public Speaking, ASL Linguistics

Providence College, Providence, RI June 2007
MAT in Mathematics

College of the Holy Cross, Worcester, MA May 2003
BA in Sociology and Studio Art

WORK EXPERIENCE IN EDUCATION AND ADVOCACY

Mathematics Tutor 2012-2013, June 2023 - present
Self-employed, Hanover, NH and Durham, NH
Work with high school students to reinforce middle and high school mathematical concepts

Parent Representative 2020-2021
All Together Now - New Hampshire, NH Dept. of Education
Examined areas of success and need for Deaf and Hard of Hearing (DHH) children across NH
Co-wrote/administered a survey to assess the education of NH DHH children (birth to 18)
Completed an analysis of survey results and co-wrote a summative report on the findings
Facilitated monthly DHH family and community outreach zoom sessions

Art Club Instructor Fall 2018
Moharimet Elementary School PTO, Madbury, NH
Co-ran the after-school art club for students in grades K-4
Created and implemented curriculum for 5 meeting periods
Worked with students to mount their own work for the "Art Club Art Show"

Mathematics Teacher 2007- 2010
Bow High School, Bow, NH
Taught Algebra II, Geometry, and Algebra I courses to students in 9-12th grade
Helped to implement new curriculum (Math Connections)
Participated in training in the Math Connections curriculum
Helped oversee development of course competencies for Algebra I, Algebra II, and Geometry
Worked cooperatively to improve course design, hire new staff, analyze district assessment data

Mathematics Teacher 2004-2007
Attleboro High School, Attleboro, MA
Taught Algebra II, Geometry, and Algebra I courses to students in 9-12th grade

After School Programming Teacher 2003
Citizen Schools - Worcester East Middle School, Worcester, MA

From: [Nell Neal](#)
To: [Karen Edwards](#)
Subject: Re: Allison Jumper
Date: Wednesday, December 17, 2025 3:26:21 PM

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

Dear Karen,

Allison has attended our meetings regularly for quite some time. She is very interested in our work and contributes to our discussions. I support having her join the IWMAC committee.

Nell

On Wed, Dec 17, 2025 at 3:02 PM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Nell,

I have received an application from Allison Jumper for membership on IWMAC. Please email me a recommendation for this appointment.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

[8 Newmarket Road](#)

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers



TOWN OF DURHAM

8 Newmarket Road

Durham, NH 03824

Tel: 603-868-5571

Fax: 603-868-1858

www.ci.durham.nh.us

AGENDA ITEM: **#10B**

DATE: February 2, 2026

COUNCIL COMMUNICATION

INITIATED BY: Steven Fellows

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE INTEGRATED WASTE MANAGEMENT ADVISORY COMMITTEE CHAIR, APPOINT STEVEN FELLOWS, 14 STONE QUARRY DRIVE, APT. 115, TO AN ALTERNATE MEMBERSHIP POSITION ON IWMAC WITH A TERM EXPIRATION OF 4/28?

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 Steven Fellows, requesting appointment as an alternate member to the Integrated Waste Management Advisory Committee. His appointment will fill all of the vacancies on the Committee.

Mr. Fellows has attended a meeting of IWMAC and has spoken with Chair, Nell Neal. Attached for the Council's information is Chair Neal's endorsement of Mr. Fellows' appointment.

Mr. Fellows will not be attending the meeting Monday night.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Integrated Waste Management Advisory Committee Chair, appoint Steven Fellows, 14 Stone Quarry Drive, Apt. 115,, to fill an Alternate Membership position on IWMAC with a term expiration of 4/28.



Town of Durham

8 Newmarket Road
Durham, NH 03824-2898

Tel: 603/868-5571

Fax 603/868-1858

kedwards@ci.durham.nh.us

Application for Board Appointment

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

New appointment/regular member ☐

New appointment/alternate member ☒

Reappointment/regular member ☐

Reappointment/alternate member ☐

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

Applicant has:

_____ ATTENDED A MEETING

_____ SPOKEN WITH CHAIR/V CHAIR

_____ BEEN RECOMMENDED FOR MEMBERSHIP

Name: Steven Fellows

Date: 1/9/2026

Address: 14 Stone Quarry Dr., Apt 115. Durham

E-Mail Address: Steven_Fellows@hotmail.com

Telephone: 603-590-9173

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. IWMAC

2.

3.

Are you willing to attend ongoing educational sessions offered by the New Hampshire Municipal Association, Strafford Regional Planning Commission, et al, and otherwise develop skills and knowledge relevant to your work on the board/committee? xYES NO

(Over)

Please provide a brief explanation for your interest in appointment to a particular board, commission or committee: I am very interested in sustainability, and I see waste management as an important issue.

Please provide brief background information about yourself: I have lived in Durham since 1996—first on Bay Rd and now in RiverWoods.

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

Name: Nell Neal

Telephone: 603-767-9796

Name: Julie Kelly

Telephone:603-866-2153

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: [Nell Neal](#)
To: [Karen Edwards](#)
Subject: Re: Steven Fellows
Date: Friday, January 9, 2026 11:29:51 AM

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

To the Durham Town Council,
Steven Fellows has applied to be an alternate on the IWMAC committee. He has been attending our meetings regularly during the past year and has proven to be a valuable asset to the committee. I recommend this appointment.

Nell Neal

Chair

Integrated Waste Management Advisory Committee

On Fri, Jan 9, 2026 at 11:25 AM Karen Edwards <kedwards@ci.durham.nh.us> wrote:

Nell,

I have received Steven Fellows application to become a member of IWMAC. Please send me a recommendation on his appointment.

Karen

Karen Edwards

Administrative Assistant

Administrator's Office

Town of Durham

[8 Newmarket Road](#)

Durham, NH 03824

(603) 868-5571

www.ci.durham.nh.us

She/her/hers



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AGENDA ITEM: **#11** *TS*

DATE: **February 2, 2026**

COUNCIL COMMUNICATION

INITIATED BY: Gail Jablonski, Business Manager

AGENDA ITEM: **END OF YEAR FINANCIAL REPORT THROUGH
DECEMBER 31, 2025**

CC PREPARED BY: Gail Jablonski, Business Manager

PRESENTED BY: Gail Jablonski, Business Manager

AGENDA DESCRIPTION:

In compliance with section 5.6 of the Durham Town Charter attached for your review and consideration is the unaudited year-end financial report for 2025. General Fund information is broken down by function which may be helpful for your analysis and for the purpose of discussion at the Town Council Meeting. Revenue and expense reports for all other funds are presented in summary format.

LEGAL AUTHORITY:

Durham Town Charter Section 5.6

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Revenues: The second half property tax bills were not due until January 12, 2026 which is why only 66% is indicated collected as of December 31st. As of the due date of January 12, 2026, 96% of the total taxes had been collected. All other revenues collected in 2026 were in line with projected estimates.

Expenses: The Town's unaudited expenditures as of December 31, 2025 show a total expenditure of 95.6% of the total approved budget amount. We still have a few 2025

invoices coming through that will change this figure but not significantly. Each department was instrumental in keeping the budget in check.

There are no major items to be noted for the Other Funds Summary which includes Water, Sewer, Parking, Depot Road, Churchill Rink and Library Funds

The town's auditors, Plodzik & Sanderson, will be here on February 12th to do a preliminary audit and start collecting the various information necessary. The official audit will be held during the week of March 16th.

REPORT ON IMPACT FEES

Per RSA 674:21 V(l) No later than 60 days following the end of the fiscal year, any municipality having adopted an impact fee ordinance shall prepare a report listing all expenditures of impact fee revenue for the prior fiscal year.

PARKING IMPACT FEES

In 2025 there was no activity within the Parking Impact Fees and the balance as of 12/31/2025 is \$0.00.

SCHOOL IMPACT FEES

In 2025 there was no expenditure activity in the School Impact Fees and there were four payments received. The balance as of 12/31/2025 is \$13,215.93.

SUGGESTED ACTION OR RECOMMENDATIONS:

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

2025 Budget/Estimated General Fund January 1 - December 31, 2025 UNAUDITED

PROPERTY TAXES/ABATEMENTS/CREDITS	Estimated Revenue 2025	Revenues Ending 12/31/25	Revenues (Under) Over 2025	Percent Collected 12/31/25
Property Taxes	\$11,211,371	\$7,399,505	(\$3,811,866)	66.0%
Payment in Lieu of Taxes	\$992,850	\$1,002,722	\$9,872	101.0%
Abatements	(\$485,000)	(\$182,380)	\$302,620	37.6%
Veteran Service Credits	(\$158,000)	(\$177,500)	(\$19,500)	112.3%
REVENUES	Estimated Revenue 2025	Revenues Ending 12/31/25	Revenues (Under) Over 2025	Percent Collected 12/31/25
Interest and Penalties on Delinquent Taxes	\$40,000	\$42,653	\$2,653	106.6%
Permit Fees	\$1,586,550	\$1,684,090	\$97,540	106.1%
State/Federal Revenues	\$1,742,000	\$1,907,694	\$165,694	109.5%
Intergovernmental Revenues (ORCSD-SRO)	\$102,480	\$102,484	\$4	100.0%
UNH - Shared Services, School, Fire & Debt Service	\$2,962,395	\$2,954,551	(\$7,844)	99.7%
Departmental Income	\$412,600	\$375,632	(\$36,968)	91.0%
Fire and Police Special Details	\$138,000	\$166,420	\$28,420	120.6%
Miscellaneous Revenue	\$1,086,230	\$1,097,660	\$11,430	101.1%
Use of Fund Balance	\$3,100,425	\$3,100,425	\$0	100.0%
	\$11,170,680	\$11,431,609	\$260,929	102.3%
EXPENDITURES	Council Budget 2025	Expended Through 12/31/25	Expenditures (Under) Over 2025	Percent Expended 12/31/25
GENERAL GOVERNMENT				
Town Council	\$87,250	\$55,251	(\$31,999)	63.3%
Town Treasurer	\$6,030	\$5,770	(\$260)	95.7%
Town Administrator	\$450,500	\$445,846	(\$4,654)	99.0%
Elections	\$14,050	\$15,465	\$1,415	110.1%
Tax Collector/Town Clerk	\$311,390	\$292,708	(\$18,682)	94.0%
Accounting	\$563,300	\$522,475	(\$40,825)	92.8%
Assessing	\$299,175	\$286,671	(\$12,504)	95.8%
Legal - Attorney Fees	\$80,000	\$74,107	(\$5,893)	92.6%
Planning	\$241,900	\$227,560	(\$14,340)	94.1%
Boards/Commissions/Committees	\$58,950	\$43,946	(\$15,004)	74.5%
DCAT	\$161,488	\$122,453	(\$39,035)	75.8%
GIS	\$124,410	\$121,156	(\$3,254)	97.4%
MIS	\$598,770	\$610,572	\$11,802	102.0%
Building Inspection	\$226,600	\$151,622	(\$74,978)	66.9%
Emergency Management	\$1,000	\$0	(\$1,000)	0.0%
Other General Government	\$372,100	\$345,414	(\$26,686)	92.8%
General Government Total	\$3,596,913	\$3,321,016	(\$275,897)	92.3%
PUBLIC SAFETY				
Police Department	\$3,898,855	\$3,832,147	(\$66,708)	98.3%
Police Department Special Details	\$72,300	\$94,811	\$22,511	131.1%
Fire Department	\$5,437,350	\$5,095,339	(\$342,011)	93.7%
Fire Department Special Details	\$38,700	\$28,172	(\$10,528)	72.8%
Communication Center	\$40,400	\$39,549	(\$851)	97.9%
Ambulance Services	\$153,600	\$153,605	\$5	100.0%
Public Safety Total	\$9,641,205	\$9,243,623	(\$397,582)	95.9%

EXPENDITURES	Council Budget 2025	Expended Through 12/31/25	Expenditures (Under) Over 2025	Percent Expended 12/31/25
PUBLIC WORKS				
Administration	\$429,800	\$427,239	(\$2,561)	99.4%
Engineer	\$163,500	\$118,638	(\$44,862)	72.6%
Stormwater Permitting	\$1,100	\$1,441	\$341	131.0%
Town Buildings	\$351,850	\$336,012	(\$15,838)	95.5%
Town Cemeteries & Trusted Graveyards	\$11,150	\$5,518	(\$5,632)	49.5%
Wagon Hill & Parks & Grounds Maintenance	\$222,660	\$210,930	(\$11,730)	94.7%
Equipment Maintenance	\$300,400	\$329,617	\$29,217	109.7%
Roadway Maintenance	\$200,800	\$113,185	(\$87,615)	56.4%
Drainage & Vegetation	\$147,600	\$111,122	(\$36,478)	75.3%
Snow Removal	\$349,800	\$356,844	\$7,044	102.0%
Traffic Control	\$179,100	\$156,433	(\$22,667)	87.3%
Bridges & Dams	\$310,550	\$239,625	(\$70,925)	77.2%
Public Works Use of Donations	\$0	\$0	\$0	0.0%
Public Works Total	\$2,668,310	\$2,406,604	(\$261,706)	90.2%
SANITATION				
Solid Waste Administration	\$244,575	\$215,357	(\$29,218)	88.1%
Rolloff Vehicle Operation	\$76,600	\$30,431	(\$46,169)	39.7%
Curbside Collection	\$236,400	\$260,664	\$24,264	110.3%
Litter Removal	\$27,800	\$20,502	(\$7,298)	73.7%
Recycling	\$174,800	\$152,555	(\$22,245)	87.3%
Solid Waste Management Facility (SWMF)	\$151,000	\$203,859	\$52,859	135.0%
Sanitation Total	\$911,175	\$883,368	(\$27,807)	96.9%
HEALTH & WELFARE				
Health Inspector	\$150	\$0	(\$150)	0.0%
Social Service Agencies	\$13,925	\$13,925	\$0	100.0%
Direct Assistance (Welfare)	\$50,000	\$14,037	(\$35,963)	28.1%
Health & Welfare Total	\$64,075	\$27,962	(\$36,113)	43.6%
CULTURE & RECREATION				
Parks & Recreation Department	\$565,385	\$508,404	(\$56,981)	89.9%
Parks & Recreation Committee	\$1,500	\$1,500	\$0	100.0%
Memorial Day	\$500	\$245	(\$255)	49.0%
Conservation	\$68,150	\$58,747	(\$9,403)	86.2%
Culture & Recreation Total	\$635,535	\$568,896	(\$66,639)	89.5%
DEBT SERVICE				
Principal	\$1,314,480	\$1,378,127	\$63,647	104.8%
Interest	\$298,300	\$307,044	\$8,744	102.9%
Debt Service Charges	\$6,000	\$5,600	(\$400)	93.3%
Debt Service Total	\$1,618,780	\$1,690,771	\$71,991	104.4%
TRANSFERS				
Transfer to Library	\$635,683	\$635,683	\$0	100.0%
Transfer to Capital Project Fund	\$2,915,225	\$2,915,225	\$0	100.0%
Transfer to Capital Reserve Fund	\$45,000	\$45,000	\$0	100.0%
Debt Service Total	\$3,595,908	\$3,595,908	\$0	100.0%
TOTAL GENERAL FUND EXPENDITURES	\$22,731,901	\$21,738,148	(\$993,753)	95.6%

2025 Budget/Estimated Other Funds Summary January 1 - December 31, 2025 UNAUDITED

Water Fund	Estimated 2025	Ending 12/31/25	(Under) Over 2025	Percent as of 12/31/25
Revenues	\$1,585,707	\$1,574,102	(\$11,605)	99.3%
Expenses	\$1,585,707	\$1,352,768	(\$232,939)	85.3%
Sewer Fund	Estimated 2025	Ending 12/31/25	(Under) Over 2025	Percent as of 12/31/25
Revenues	\$3,299,084	\$3,268,630	(\$30,454)	99.1%
Expenses	\$3,299,084	\$3,146,878	(\$152,206)	95.4%
Parking Fund	Estimated 2025	Ending 12/31/25	(Under) Over 2025	Percent as of 12/31/25
Revenues	\$448,000	\$486,598	\$38,598	108.6%
Expenses	\$417,950	\$288,009	(\$129,941)	68.9%
Depot Road Fund	Estimated 2025	Ending 12/31/25	(Under) Over 2025	Percent as of 12/31/25
Revenues	\$141,000	\$158,756	\$17,756	112.6%
Expenses	\$37,000	\$26,710	(\$10,290)	72.2%
Churchill Rink Fund	Estimated 2025	Ending 12/31/25	(Under) Over 2025	Percent as of 12/31/25
Revenues	\$360,000	\$416,611	\$56,611	115.7%
Expenses	\$321,300	\$302,625	(\$18,675)	94.2%
Library Fund	Estimated 2025	Ending 12/31/25	(Under) Over 2025	Percent as of 12/31/25
Revenues	\$655,683	\$655,683	\$0	100.0%
Expenses	\$655,683	\$640,973	(\$14,710)	97.8%



TOWN OF DURHAM

8 Newmarket Road
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Tel: 603-868-5571
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www.ci.durham.nh.us

AGENDA ITEM: **#12(A,B,C & D)**
DATE: **February 2, 2026**

COUNCIL COMMUNICATION

INITIATED BY: Town Council and Planning Board

AGENDA ITEM: **DISCUSSION OF PLANNING BOARD'S ORDINANCE
RECOMMENDATIONS FOR HEIGHT CHANGES IN THE
DOWNTOWN.**

CC PREPARED BY: Michael Behrendt, Town Planner

PRESENTED BY: Michael Behrendt, Town Planner

AGENDA DESCRIPTION:

There are three possible zoning amendments now before the Town Council dealing with the maximum allowed number of stories and building heights in the Central Business-1 District, as follows. Two additional options discussed with Councilors Friedman and Needell and Administrator Selig in the agenda setting meeting on Wednesday are also included below.

"The easterly section" below refers to the lots on Madbury Road and in the easterly part of Main Street that are now limited to three stories, as depicted on the green map (referred to as "Limited Height Section" in Amendment 2, below. If this section is still treated differently we will update the Map and Lot numbers. Note that if the easterly section remains after this amendment, we will mark that area on the zoning map with cross hatch (or comparable) and include a reference in the text to that cross hatching. The list of lot numbers in the text will remain. See two maps at the end.

- 1) **Original amendment initiated by Town Council.** *Call this Amendment 1.* The original amendment would remove height limits in the easterly section of CB-1 District and remove the requirement for a second story of commercial for five-story buildings in the entire CB-1 district. All of CB-1 would allow four stories by right and a fifth story by conditional use. The requirement for a second story of commercial in a five-story building would be eliminated.

This amendment was proposed by the Durham Housing Task Force which presented the proposal to the Town Council. The Town Council initiated the amendment on March 17, 2025 and sent it to the Planning Board. The Planning Board held a public hearing on the proposal on May 28 and voted unanimously (7-0) to support it. The Town Council then held a public hearing on the amendment on July 7.

Residents expressed much concern with the amendment at the public hearing and the Town Council then worked on changes with the Town Planner and Architect Doug Bencks. On November 3, the Town Council voted to support various changes, mainly involving design standards for the fourth floor in the easterly section, and sent the revised proposal back to the Planning Board (See 2, below).

A motion was made and seconded by the Town Council to kill this original amendment but it did not pass. Therefore, Amendment 3 is still active. If desired, it could be adopted without another public hearing since one was held earlier. The Planning Board reconsidered this amendment on January 14, 2026 after initiating 3), below. Because the Planning Board voted to initiate 3), below, it then voted (7-0) to recommend rejecting this amendment, superseding its earlier favorable recommendation.

- 2) **Amendment with changes made by Town Council.** *Call this Amendment 2.* The westerly section would not change. It would still allow four stories by right with a fifth story by conditional use, but the requirement for a second floor of commercial in a five-story building would be eliminated. The easterly section would allow four stories by right with certain design requirements for the fourth story.

On November 3, the Town Council made numerous changes to the original amendment mainly establishing architectural standards for the fourth story in the easterly section. The amendment set a height limit of 32 feet for the third story and 42 feet for the fourth story and required that the fourth story either have a sloped roof or a 10-foot setback.

The Town Council sent this revised amendment back to the Planning Board for consideration. The Planning Board held a public hearing on the changes on January 14, 2026 and then voted (7-0) to recommend rejecting this amendment, for the reason that it voted to initiate amendment 3), below.

Amendment 2 comes back to the Town Council now for prospective first reading, public hearing, and final disposition.

- 3) **Amendment initiated by Planning Board.** *Call this Amendment 3.* The entire CB-1 District would have a four story and 50-foot height limit. The allowance for a

fifth story by conditional use in the westerly section and the three-story limit in the easterly section would be eliminated.

On December 10, the Planning Board discussed amendment 2), above, which had been forwarded by the Town Council. The Planning Board discussed another proposal – to set a maximum of four stories and 50 feet for the entire Central Business-1 District. The board then set a public hearing for Amendment 2 and Amendment 3 for January 14.

On January 14, following the public hearing the board voted (7-0) to formally initiate Amendment 3 and to reject Amendments 1 and 2. I believe the Planning Board took this action in order to simplify the standards across CB-1 and to eliminate the conditional use which is sometimes a challenge for developers.

As noted above, in the agenda setting meeting today with Councilors Friedman and Needell and Administrator Selig, we discussed two additional possible amendments. They expressed concerns about Amendment 3 which would eliminate a fifth story in the westerly section of the district.

- ❖ **Amendment 2 with Alternative A.** This alternative would make two changes to Amendment 2 regarding the easterly section:
 - In Section 175-42. C. 10. change the heights of the eaves at the third and fourth floors, from 32 feet and 42 feet, respectively to 36 feet and 48 feet.
 - In the Table of Dimensions, under Maximum Permitted Building Height in Feet for Central Business 1 change the height from 45 feet (It is 30 feet now) to 48 feet.

The Town Council can make this change if desired. The proposal would go back to the Planning Board who would need to hold another public hearing and offer a new recommendation.

- ❖ **Amendment 2 with Alternative B.** This alternative would remove the design standards for the fourth story in Section 175-42. C. 10. in the easterly section.

The height in the easterly section could simply be set at four stories and 48 or 50 feet or whatever height is deemed appropriate. We would rely on the Architectural Standards for design. The advantage is that the requirements in the ordinance would be simpler. The disadvantage is that design standards in the Zoning Ordinance are stronger than those in the Architectural Regulations, which involve some discretion and can be waived.

You can see the regulations here:

<https://www.ci.durham.nh.us/planning/architectural-regulations-adopted-november-14-2012-and-amended-september-9-2015>. Likewise, this proposal would go back to the Planning Board for a hearing and a recommendation.

LEGAL AUTHORITY:

RSA 674:16, RSA 675:2, and Section 175-14 of the Durham Zoning Ordinance

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

Possible Motions:

MOTION #1:

The Durham Town Council does hereby approve on **First Reading Ordinance #2025-08B** Amending Chapter 175, “Zoning,” Article XII, “Base Zoning Districts,” Section 175-42, “Central Business-1 District and Central Business-2 District,” and Article XII.1, “Use and Dimensional Standards,” Section 175-54, “Table of Dimensions,” of the Town Code to Change the three-story Height Limit to Four Stories for portions of the Central Business-1 Zoning District and to Remove the Requirement for a 2nd floor of Commercial on Five-Story Buildings, and schedules a Public Hearing for Monday, February 16, 2026.

AND/OR

MOTION #2:

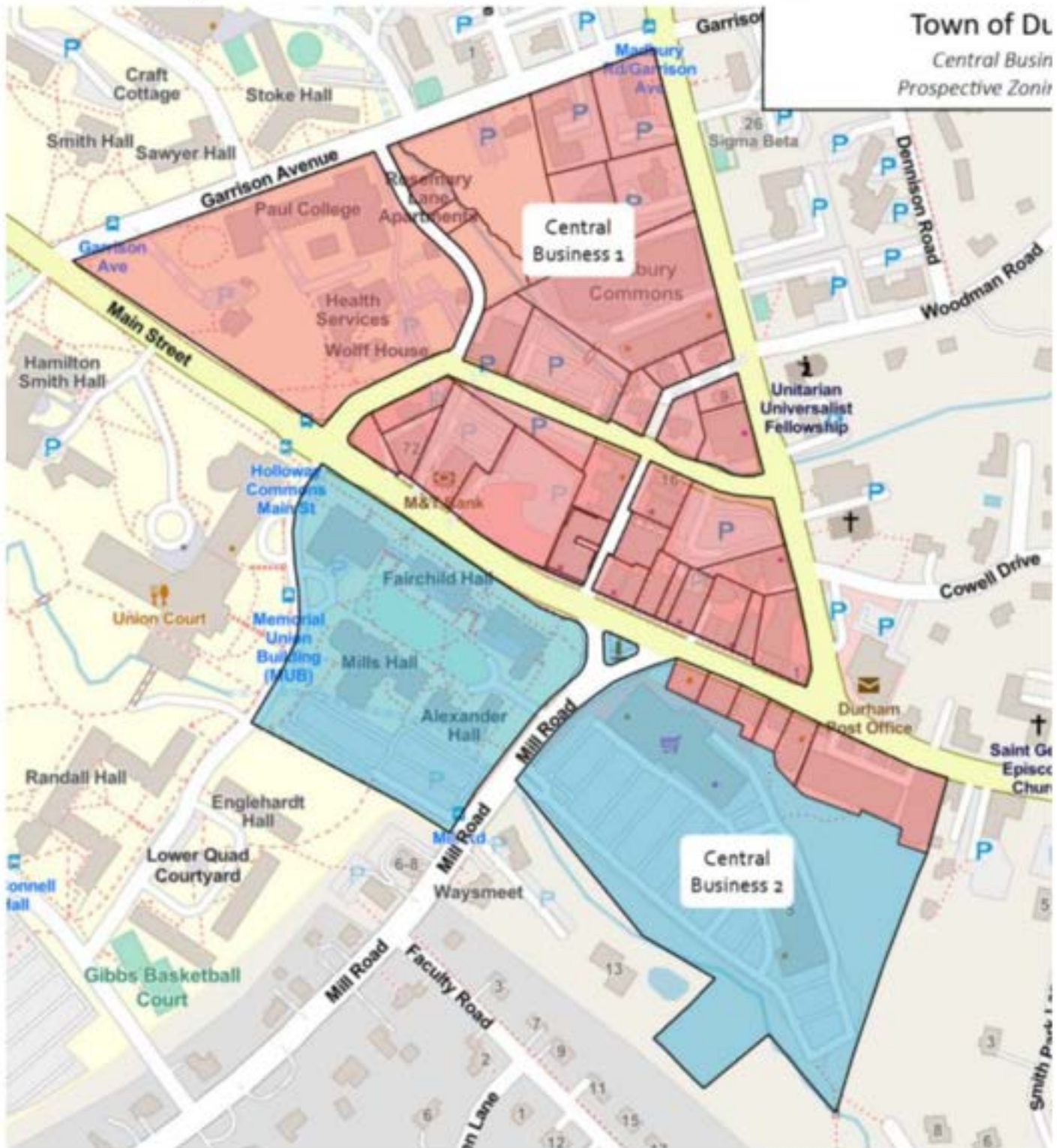
The Durham Town Council does hereby approve on **First Reading Ordinance #2026-01** Amending Chapter 175, “Zoning,” Article XII, “Base Zoning Districts,” Section 175-42, “Central Business-1 District and Central Business-2 District,” and Article XII.1, “Use and Dimensional Standards,” Section 175-54, “Table of Dimensions,” of the Town Code to Set the Maximum Height in the Central Business-1 District at 4 Stories and 50 Feet, and schedules a Public Hearing for Monday, February 16, 2026.

AND/OR

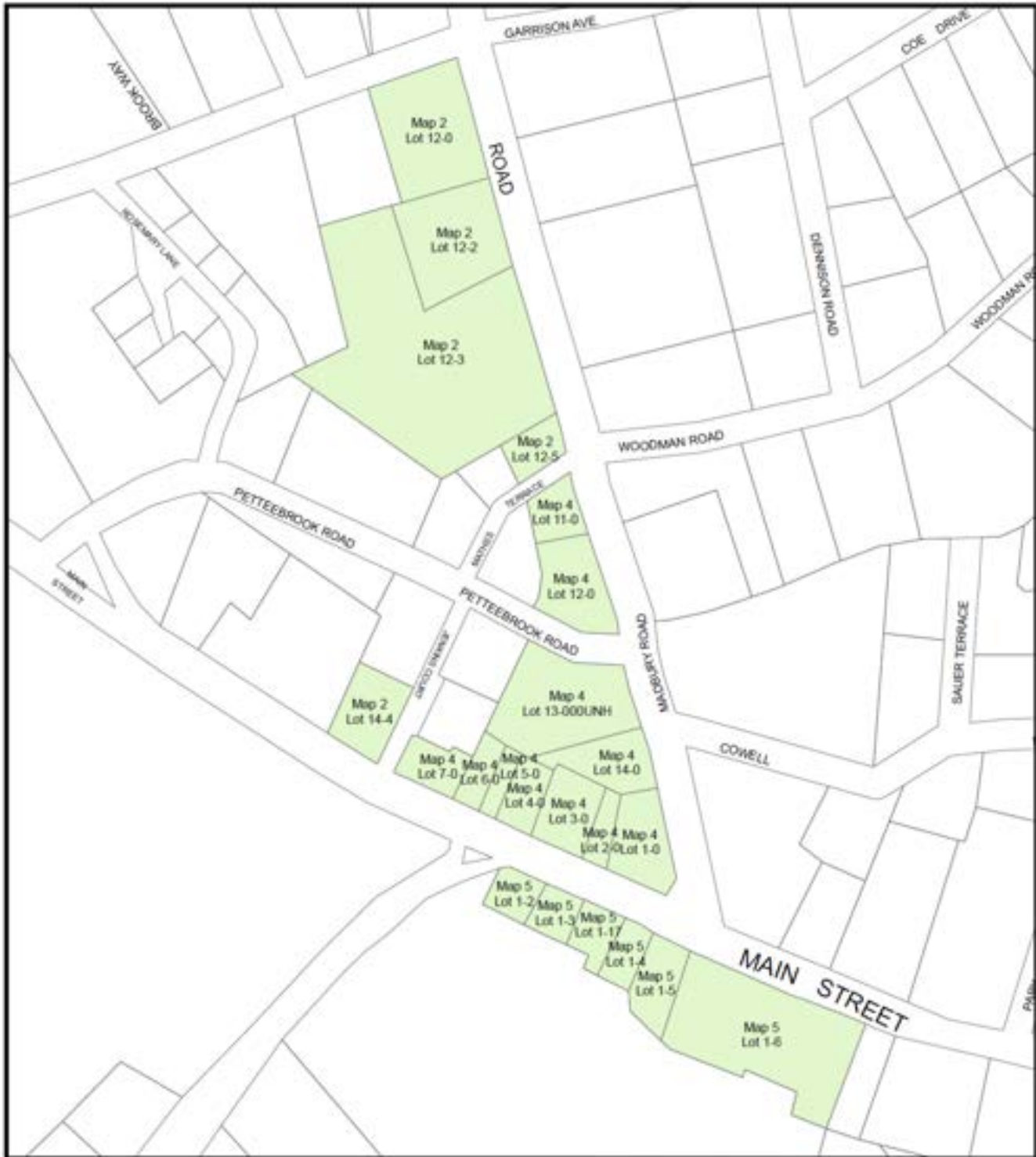
MOTION #3

Additional motions the Council may find appropriate based on the narrative above.

Current Zoning of Central Business-1 and Central Business-2 Districts



Area of Central Business-1 District affected by Section 175-42. C. 8., 9., and 10.



ORDINANCE #2025-08A OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 175, "ZONING," ARTICLE XII, "BASE ZONING DISTRICTS," SECTION 175-42, "CENTRAL BUSINESS-1 DISTRICT AND CENTRAL BUSINESS-2 DISTRICT," AND ARTICLE XII.1, "USE AND DIMENSIONAL STANDARDS," SECTION 175-54, "TABLE OF DIMENSIONS," OF THE TOWN CODE TO ELIMINATE THE THREE-STORY HEIGHT LIMIT FOR PORTIONS OF CENTRAL BUSINESS-1 ZONING DISTRICT AND TO CHANGE THE STANDARD FOR COMMERCIAL IN FIVE STORY BUILDINGS IN CENTRAL BUSINESS-1 DISTRICT FROM REQUIRING TWO FLOORS TO REQUIRING ONLY ONE FLOOR.

WHEREAS, activity within the downtown has decreased in recent years and a boost to the level of activity is important and whereas a sizable portion of the Central Business-1 District is now limited to three stories in height; and

WHEREAS, removing the three-story height limit is expected to provide an incentive to developers to build downtown; and

WHEREAS, requiring two floors of commercial in a five-story building may be a disincentive to development, having a mix of commercial and residential above the first floor can cause conflicts, and the most important place for commercial in a downtown is on the first floor; and

WHEREAS, it is desirable to support the downtown by having more residents living in close proximity to the downtown; and

WHEREAS, there is a recognized housing shortage in New Hampshire and in the Seacoast Region and Durham acknowledges the need to accommodate more housing opportunities; and

WHEREAS, the Durham Downtown Zoning Subcommittee and the Durham Housing Task Force developed this proposed zoning amendment for the purpose of strengthening the downtown and enhancing housing opportunities; and

WHEREAS, the chair of the Housing Task Force presented this zoning amendment along with three other initiatives to the Town Council on March 3 and March 17, 2025; and

WHEREAS, the Town Council voted to initiate this zoning amendment on March 17, 2025; and

WHEREAS, the Planning Board held a public hearing on this amendment on May 14, 2025 and voted unanimously on May 28, 2025 to support the amendment; and

WHEREAS, the Town Council held duly noticed public hearings on this amendment on July 7, 2025 and August 4, 2025;

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt **Ordinance #2025-08** Amending Chapter 175, "Zoning," Article XII, "Base Zoning Districts," Section 175-42, "Central Business-1 District and Central Business-2 District," and Article XII.1, "Use and Dimensional Standards," Section 175-54, "Table of Dimensions," to eliminate the three-story height limit for portions of Central Business-1 Zoning District and to change the standard for commercial in five story buildings in Central Business-1 District from requiring two floors to requiring only one floor.

Proposed additions to existing text are shown like this.

~~*Proposed deletions of existing text are shown like this.*~~

❖ **175-42. Central Business-1 District (CB-1) and Central Business-2 District (CB-2)**

A. Central Business-1 District (CB-1) and Central Business-2 District (CB-2). Central Business-1 District and Central Business-2 District are two separate zoning districts. However, all of the provisions in this ordinance referred to as "Central Business District(s)" apply to both Central Business-1 District and Central Business-2 District except where otherwise stated.

B. Purpose of the Central Business District. The purpose of the Central Business District is to maintain the mixed-use, pedestrian-oriented character of the downtown area while accommodating new development, redevelopment, and enlargement of existing buildings in a manner that maintains and enhances the small town character of the downtown. Downtown Durham should be an attractive and vibrant community and commercial center where desirable residential, retail, office, and other nonresidential growth can occur in a clean, safe, pedestrian-friendly environment. The Central Business District is intended to accommodate a range of uses in a manner that encourages fuller utilization of the limited area of Downtown through denser building construction and modified parking requirements.

C. Development Standards in the Central Business District In addition to the dimensional standards, development in the Central Business District shall conform to the following additional requirements:

1. Building Setback – Along the westerly side of Madbury Road from Main Street to Pettee Brook Lane, the front wall of the principal building shall be located no closer than 15 feet to, and no farther than 20 feet from, the front property line. Along the westerly side of Madbury Road from Pettee Brook Lane to Garrison Avenue, the front wall of the principal building shall be located no closer than 20 feet to, and no farther than 30 feet from, the front property line. For corner lots, this requirement

shall apply to all frontages abutting a public street. Up to 50 percent of the front façade may be recessed beyond the maximum setback distance if the space between the front wall and the front property line is used as pedestrian area in accordance with paragraph 4. below. The expansion or modification of an existing building shall be exempt from this requirement if the Planning Board finds that conformance with this requirement would not be consistent with the character of the existing building.

2. Pedestrian Area – The area directly in front of the front wall of the building and extending to the front property line shall be maintained as a pedestrian area and shall be improved with appropriate amenities to link the building with the sidewalk and to encourage pedestrian and/or customer use of this space. For corner lots, this provision shall apply only to the frontage on the street with a greater amount of pedestrian traffic.
3. Front Entrance – The front wall of the principal building shall contain a front door providing access to the building for tenants, customers, or other users of the building, unless the Planning Board determines that placement of the front door on another façade is a practical approach and the design of the front façade will engage the street in an effective and attractive manner. If the front wall of the building is located behind the front property line, a paved sidewalk or other appropriate pedestrian way shall be provided from the sidewalk to the front door. This provision shall not be interpreted to prevent the creation of other entrances to the building. For corner lots, this provision shall apply only to the frontage on the street with a greater amount of pedestrian traffic.
4. Storage and Service Areas – All storage and service areas and facilities including dumpsters shall be located to the side or rear of the principal building and shall not be visible from a public street. Dumpsters and storage areas shall be screened or landscaped in accordance with the provisions of Article XXII and Chapter 118, Article 3, Section 118-18 of the Solid Waste Ordinance.
5. Minimum Building Height – All new principal buildings or additions to existing principal buildings that increase the building footprint by more than 20 percent, shall have a minimum of 2 usable stories or a height equivalent of 2 stories above adjacent grade at the front wall of the building.
6. Maximum number of stories – The maximum number of permitted stories is 4 ~~except as restricted in sections 8 and 9 below~~. However, ~~in CB-1~~ the maximum number of permitted stories ~~in the remainder of the district outside of the area covered in sections 8 and 9 below~~, may be increased to 5 stories subject to all of the following provisions:
 - a. Adding a story is permitted by conditional use.
 - b. The provisions regarding percentage of office/retail use apply.
 - c. The additional fifth story must be set back from the first floor as follows:

- i. by at least 10 feet where any side of the building faces a public street; *and*
- ii. by at least 20 feet where any side of the building faces Main Street. ~~;~~ *and*
- iii. ~~by at least 25 feet where any side of the building faces an adjacent lot (not separated by a street) situated in the section of the Central Business District that is restricted to 3 stories (Section 175-42 B. 8. and 9., or as those subsections may be renumbered in the future).~~

The setback in i. and ii., above, also applies where ~~they~~ *there* may be any intervening street or road that has never been built but which appears on an approved plat or other Town plan.

- d. The Planning Board must determine that the additional story will not have an adverse impact upon the streetscape, giving particular consideration to scale and mass (See Architectural Regulations for guidance).
 - e. Building height. When an additional story is incorporated under this section the maximum building height is 60 feet.
7. Required office/retail uses for a mixed-use with residential building
- a. One-story building: A mixed-use with residential use is not allowed in a one-story building.
 - b. Two-story building: The entire first floor must be office/retail.
 - c. ~~Three- or four-story~~ *Three-, four- or five-story* building: The entire first floor must be office/retail. Alternatively, office/retail uses may be located ~~anywhere on the first, second, third, and fourth floors~~ *on any floor* provided: 1) the amount of office/retail equals or exceeds the square footage of the first floor and 2) where the building fronts on a public road, the first floor of the portion of the building facing the road must be office/retail to a depth of at least 50 feet.
 - d. ~~Five-story building: The entire first floor must be office/retail. Also, 1 additional floor (any floor) or an area equal to the square footage of the 1/5 story must be office/retail.~~
 - e. *d.* For a building where there are distinct sections with a different number of stories and for sites where there are multiple buildings, the required minimum overall office/retail gross square footage is determined by the sum of the minimum office/retail area required by each distinct section, or by each separate building, using the required office retail space specified above. For these sites, the disposition of office/retail and residential space on the site is flexible provided the minimum overall amount of office/retail required is included and the Planning Board determines that the configuration of the building and its uses meets the intent of this subsection 7.
 - f. *e.* Outdoor public use areas. Outdoor space on the subject property that is dedicated in perpetuity to public use may be used to meet the office/retail square footage requirement on a one-to-one basis provided that: a) the Planning Board determines that the design, location, management, and other aspects of the space will add a significant public amenity to the project; and b) the outdoor space may be used to meet a maximum of 50 percent of the overall required

office/retail square footage.

~~8. Maximum Height of Mixed-Use Buildings, Section of Main Street—No building in the Central Business District on any lot with frontage along either side of Main Street, from and including Tax Map 109, Lot 104 (A-E) to the easterly boundary of the district, shall exceed 3 stories. This provision specifically includes the following properties: Tax Map 109, Lot 104 (A-E); Tax Map 109, Lot 106; Tax Map 109, Lot 107; Tax Map 109, Lot 108; Tax Map 109, Lot 109; Tax Map 109, Lot 110; Tax Map 108, Lot 18; Tax Map 108, Lot 19; Tax Map 109, Lot 3; Tax Map 109, Lot 2; Tax Map 109, Lot 1; Tax Map 108, Lot 17; Tax Map 108, Lot 16; Tax Map 108, Lot 15; Tax Map 108, Lot 14; and Tax Map 108, Lot 13.~~

~~9. Maximum Height of Mixed-Use Buildings, Madbury Road—No building in the Central Business District on any lot with frontage along Madbury Road shall exceed 3 stories. This provision specifically includes the following properties: Tax Map 2, Lot 12-0; Tax Map 106, Lot 48; Tax Map 106, Lot 49; Tax Map 106, Lot 44; Tax Map 108, Lot 19; Tax Map 106, Lot 40; Tax Map 106, Lot 39; Tax Map 106, Lot 66; and Tax Map 108, Lot 20.~~

10. 8. Number of bedrooms – There shall be a maximum of 2 bedrooms in any dwelling unit within a mixed use with residential building or development.

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

Joe Friedman, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk

ORDINANCE #2025-08B OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 175, "ZONING," ARTICLE XII, "BASE ZONING DISTRICTS," SECTION 175-42, "CENTRAL BUSINESS-1 DISTRICT AND CENTRAL BUSINESS-2 DISTRICT," AND ARTICLE XII.1, "USE AND DIMENSIONAL STANDARDS," SECTION 175-54, "TABLE OF DIMENSIONS," OF THE TOWN CODE TO CHANGE THE THREE-STORY HEIGHT LIMIT TO FOUR STORIES FOR PORTIONS OF THE CENTRAL BUSINESS-1 ZONING DISTRICT AND TO REMOVE THE REQUIREMENT FOR A 2ND FLOOR OF COMMERCIAL ON FIVE-STORY BUILDINGS.

WHEREAS, activity within the downtown has decreased in recent years and a boost to the level of activity is important and whereas a sizable portion of the Central Business-1 District is now limited to three stories in height; and

WHEREAS, removing the three-story height limit is expected to provide an incentive to developers to build downtown; and

WHEREAS, requiring two floors of commercial in a five-story building may be a disincentive to development, having a mix of commercial and residential above the first floor can cause conflicts, and the most important place for commercial in a downtown is on the first floor; and

WHEREAS, it is desirable to support the downtown by having more residents living in close proximity to the downtown; and

WHEREAS, there is a recognized housing shortage in New Hampshire and in the Seacoast Region and Durham acknowledges the need to accommodate more housing opportunities; and

WHEREAS, the Durham Downtown Zoning Subcommittee and the Durham Housing Task Force developed this proposed zoning amendment for the purpose of strengthening the downtown and enhancing housing opportunities; and

WHEREAS, the chair of the Housing Task Force presented this zoning amendment along with three other initiatives to the Town Council on March 3 and March 17, 2025; and

WHEREAS, the Town Council voted to initiate a zoning amendment on March 17, 2025; and

WHEREAS, the Planning Board held a public hearing on this amendment on May 14, 2025 and voted unanimously on May 28, 2025 to support the amendment; and

WHEREAS, the Town Council held duly noticed public hearings on this amendment on July 7, 2025 and August 4, 2025; and

WHEREAS, the Town Council tabled the amendment at the August 4, 2025 meeting; and

WHEREAS, the Town Council took up the amendment again at the September 8, 2025 meeting and decided to send the amendment back to the Planning Board to be re-worked; and

WHEREAS, Planner Michael Behrendt and citizen Doug Bencks worked together to revise the amendment, and then presented their changes at the November 3, 2025 Council meeting; and

WHEREAS, the Planning Board held a Public Hearing on this amendment on January 14, 2026; and

WHEREAS, the Town Council held a duly noticed Public Hearing on this revised amendment;

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt **Ordinance #2025-08B** Amending Chapter 175, "Zoning," Article XII, "Base Zoning Districts," Section 175-42, "Central Business-1 District and Central Business-2 District," and Article XII.1, "Use and Dimensional Standards," Section 175-54, "Table of Dimensions," to change the three-story height limit to four stories for portions of the Central Business-1 Zoning District and to remove the requirement for a 2nd floor of commercial on five-story buildings.

Proposed additions to existing text are shown like this.

~~*Proposed deletions of existing text are shown like this.*~~

➤ **Directions for changes to the existing text are shown like this.**

❖ **175-42. Central Business-1 District (CB-1) and Central Business-2 District (CB-2)**

- A. ***Central Business-1 District (CB-1) and Central Business-2 District (CB-2).*** Central Business-1 District and Central Business-2 District are two separate zoning districts. However, all of the provisions in this ordinance referred to as "Central Business District(s)" apply to both Central Business-1 District and Central Business-2 District except where otherwise stated.

- B. ***Purpose of the Central Business District.*** The purpose of the Central Business District is to maintain the mixed-use, pedestrian-oriented character of the downtown area while accommodating new development, redevelopment, and enlargement of existing buildings in a manner that maintains and enhances the small town character of the downtown. Downtown Durham should be an attractive and vibrant community and commercial center where desirable residential, retail, office, and other nonresidential growth can occur in a clean, safe, pedestrian-friendly environment. The Central Business District is intended to accommodate a range of uses in a manner that encourages fuller utilization of the limited area of Downtown through denser building construction and modified parking requirements. The Central Business District is separated into two zoning districts, Central Business-1 District and Central Business-2 District for the purpose of treating aspects of Central Business-2 District that vary from the character of Central Business-1 District differently, in particular the presence of large parking lots on the two sites in CB-2 and the specific character of a shopping plaza on one site and university buildings on the other. Central Business-2 District also functions as a transition zone between the traditional downtown commercial character of Central Business-1 District and the residential neighborhoods situated to the south.
- C. ***Development Standards in the Central Business District*** In addition to the dimensional standards, development in the Central Business District shall conform to the following additional requirements. *If there are any inconsistencies between this Section C and any other section of the Zoning Ordinance or the Architectural Design Standards, then the provisions of this Section C shall prevail.*
1. **Building Setback** – Along the westerly side of Madbury Road from Main Street to Pettee Brook Lane, the front wall of the principal building shall be located no closer than 15 feet to, and no farther than 20 feet from, the front property line. Along the westerly side of Madbury Road from Pettee Brook Lane to Garrison Avenue, the front wall of the principal building shall be located no closer than 20 feet to, and no farther than 30 feet from, the front property line. For corner lots, this requirement shall apply to all frontages abutting a public street. Up to 50 percent of the front façade may be recessed beyond the maximum setback distance if the space between the front wall and the front property line is used as pedestrian area in accordance with paragraph 4. below. The expansion or modification of an existing building shall be exempt from this requirement if the Planning Board finds that conformance with this requirement would not be consistent with the character of the existing building.
 2. **Pedestrian Area** – The area directly in front of the front wall of the building and extending to the front property line shall be maintained as a pedestrian area and shall be improved with appropriate amenities to link the building with the sidewalk and to encourage pedestrian and/or customer use of this space. For corner lots, this provision shall apply only to the frontage on the street with a greater amount of pedestrian traffic.
 3. **Front Entrance** – The front wall of the principal building shall contain a front door providing access to the building for tenants, customers, or other users of the building, unless the Planning Board determines that placement of the front door on another façade is a practical approach and the design of the front façade will engage the street in an effective and attractive manner. If the front wall of the building is located behind

the front property line, a paved sidewalk or other appropriate pedestrian way shall be provided from the sidewalk to the front door. This provision shall not be interpreted to prevent the creation of other entrances to the building. For corner lots, this provision shall apply only to the frontage on the street with a greater amount of pedestrian traffic.

4. Storage and Service Areas – All storage and service areas and facilities including dumpsters shall be located to the side or rear of the principal building and shall not be visible from a public street. Dumpsters and storage areas shall be screened or landscaped in accordance with the provisions of Article XXII and Chapter 118, Article 3, Section 118-18 of the Solid Waste Ordinance.
5. Minimum Building Height – All new principal buildings or additions to existing principal buildings that increase the building footprint by more than 20 percent, shall have a minimum of 2 usable stories or a height equivalent of 2 stories above adjacent grade at the front wall of the building.
6. Maximum number of stories – The maximum number of permitted stories is 4 ~~except as restricted in sections 8 and 9 below~~ (See sections 8, 9, and 10, below). However, the maximum number of permitted stories in the ~~remainder~~ section of the district outside of the area covered in sections ~~8 and 9~~ 8, 9 and 10, below, may be increased to 5 stories subject to all of the following provisions. This allowance for a fifth story applies in the Central Business-1 District, but not in the Central Business-2 District.
 - a. Adding a story is permitted by conditional use.
 - b. The provisions regarding percentage of office/retail use apply.
 - c. The additional fifth story must be set back from the first floor as follows:
 - i. by at least 10 feet where any side of the building faces a public street; and
 - ii. by at least 20 feet where any side of the building faces Main Street; ~~and~~
 - iii. ~~by at least 25 feet where any side of the building faces an adjacent lot (not separated by a street) situated in the section of the Central Business District that is restricted to 3 stories (Section 175-42 B. 8. and 9., or as those subsections may be renumbered in the future).~~

The setback in i. and ii., above, also applies where they may be any intervening street or road that has never been built but which appears on an approved plat or other Town plan.

 - d. The Planning Board must determine that the additional story will not have an adverse impact upon the streetscape, giving particular consideration to scale and mass (See Architectural Regulations for guidance).
 - e. Building height. When an additional story is incorporated under this section the maximum building height is 60 feet.
7. Required office/retail uses for a mixed-use with residential building

- a. One-story building: A mixed-use with residential use is not allowed in a one-story building.
 - b. Two-story building: The entire first floor must be office/retail.
 - c. ~~Three- or four-story~~ *Three-, four- or five-story* building: The entire first floor must be office/retail. Alternatively, office/retail uses may be located anywhere on the first, second, third, and fourth floors provided: 1) the amount of office/retail equals or exceeds the square footage of the first floor and 2) where the building fronts on a public road, the first floor of the portion of the building facing the road must be office/retail to a depth of at least 50 feet.
 - ~~d. Five-story building: The entire first floor must be office/retail. Also, 1 additional floor (any floor) or an area equal to the square footage of the 1/5 story must be office/retail. (See subsection 6., above. A fifth story is not allowed in the Central Business 2 District.)~~
 - ~~e.~~ *d.* For a building where there are distinct sections with a different number of stories and for sites where there are multiple buildings, the required minimum overall office/retail gross square footage is determined by the sum of the minimum office/retail area required by each distinct section, or by each separate building, using the required office retail space specified above. For these sites, the disposition of office/retail and residential space on the site is flexible provided the minimum overall amount of office/retail required is included and the Planning Board determines that the configuration of the building and its uses meets the intent of this subsection 7.
 - ~~f.~~ *e.* Outdoor public use areas. Outdoor space on the subject property that is dedicated in perpetuity to public use may be used to meet the office/retail square footage requirement on a one-to-one basis provided that: a) the Planning Board determines that the design, location, management, and other aspects of the space will add a significant public amenity to the project; and b) the outdoor space may be used to meet a maximum of 50 percent of the overall required office/retail square footage.
8. *Limited Height Section of CB1 - Maximum Height of Mixed-Use Buildings*, Section of Main Street – No building in the Central Business – *1* District on any lot with frontage along either side of Main Street, from and including Tax Map 109, Lot 104 (A-E) to the easterly boundary of the district, shall exceed ~~3-stories~~ *4 stories* (*See section 10., below*). This provision specifically includes the following properties: Tax Map 109, Lot 104 (A-E); Tax Map 109, Lot 106; Tax Map 109, Lot 107; Tax Map 109, Lot 108; Tax Map 109, Lot 109; Tax Map 109, Lot 110; Tax Map 108, Lot 18; Tax Map 108, Lot 19; Tax Map 109, Lot 3; Tax Map 109, Lot 2; Tax Map 109, Lot 1; Tax Map 108, Lot 17; Tax Map 108, Lot 16; Tax Map 108, Lot 15; Tax Map 108, Lot 14; and Tax Map 108, Lot 13.
- Upon a lot identified above, a) if there is any freestanding building that is separate from, or any portion of a building whose character, mass, and façade is such that it reads as being distinctly separate from, the building or section fronting on Main*

Street; and b) if that freestanding building or portion of a building does not front directly on Main Street then this provision does not apply to that freestanding building or portion of the building not fronting on Main Street.

9. *Limited Height Section of CB1 - ~~Maximum Height of Mixed-Use Buildings~~, Madbury Road* – No building in the Central Business – 1 District on any lot with frontage along Madbury Road shall exceed ~~3 stories~~ *4 stories (See section 10., below)*. This provision specifically includes the following properties: Tax Map 2, Lot 12-0; Tax Map 106, Lot 48; Tax Map 106, Lot 49; Tax Map 106, Lot 44; Tax Map 108, Lot 19; Tax Map 106, Lot 40; Tax Map 106, Lot 39; Tax Map 106, Lot 66; and Tax Map 108, Lot 20.

Upon a lot identified above, a) if there is any freestanding building that is separate from, or any portion of a building whose character, mass, and façade is such that it reads as being distinctly separate from, the building or section fronting on Madbury Road; and b) if that freestanding building or portion of a building does not front directly on Madbury Road then this provision does not apply to that freestanding building or portion of the building not fronting on Madbury Road.

10. *Maximum Number of Stories in Limited Height Section of CB1* – *The maximum number of stories in the Limited Height Section of CB1 delineated in sections 8. and 9., above is 4 stories which may include a pitched roof or a flat roof as specified in subsections a. and b., below.*

For both buildings with a pitched roof and those with a flat roof, the eave height atop the third story shall not exceed 32 feet. The height of the eave of the fourth story on buildings with a flat roof and of the ridge at the top of buildings with a pitched roof shall not exceed 42 feet. See sections in the Durham Architectural Design Standards, in the Site Plan Regulations, addressing Scale and Massing, Height, and The Roof.

- a. *Pitched Roof.* *The intention for this approach is that the space under the pitched roof is for occupation. The primary eave line is located atop the third story. The building has a gable roof with the gable either facing the front or turned 90 degrees from the front. When the gable faces the front of the building the slope of the gable may not exceed 10/12 (This limitation does not apply to dormers). When the gable is turned 90 degrees from the front (with the ridge line parallel to the front façade), the slope of the gable may not exceed 12/12. The gable may incorporate any type, number and width of dormer(s) but the dormer(s) must be set in at least one foot from the eave, ridge, and left and right edges/sloping eaves, such that the eave, ridge, and edges, are clearly visible, in order that the sloping roof is not obscured. The total width of the dormer(s) may not exceed 75% of the width of the pitched roof. A hipped roof, comparable in form may be used in place of a gable roof.*

The sides and rear of the fourth story need not be sloped but appropriate architectural devices shall be employed on both sides of the fourth floor in order

that the fourth floor read as being a gable (or hipped) roof, such as with the use of a pent roof, false roof line, sloping parapet, or sloping sides (of any pitch).

- b. **Flat Roof.** Where the building faces Main Street or Madbury Road, the fourth floor must be set back from the façade of the third floor by at least 20 feet. On a corner lot where the side of the building fronts another Town street, that side of the building shall be set back at least 10 feet from the façade of the third floor.*

- 11. Number of bedrooms** – There shall be a maximum of 2 bedrooms in any dwelling unit within a mixed use with residential building or development.

❖ **Section 175-54. Table of Dimensions.**

STANDARD	ZONING DISTRICTS														
	Residence A (RA)	Residence B (RB)	Residence C (RC)	Rural (R)	Central Business 1	Central Business 2	Professional Office (PO)	Church Hill (CH)	Courthouse (C)	Coe's Corner (CC)	OR Route 108 (OR)	Mixed Use and Office Res. (MUDOR)	Office, Research Light Ind. (ORLL)	Durham Business Park (DBP)	Attainable Housing Overlay District (AHOD)
Minimum Lot Frontage in Feet - Minor Street - Collector Street - Arterial Street	100	150	300	300	50	50	100	50	50	100	50 100 200	100 100 200	150	150	50
Minimum Front Setback in Feet - Minor Street ¹ - Collector Street - Arterial Street	30 30 40	30 30 40	30 30 40	30 30 40	None except per Note 5	None – except per Note 5	30 30 50	15 15 15	15 15 15	30 30 50	50 50 See Note 6	30 30 100	30 30 50	30 30 50	50 50 50
Maximum Front Setback in Feet	NA	NA	NA	NA	See Note 5	NA See Note 5	NA	NA	25	NA	NA	NA	NA	NA	NA
Minimum Side Setback² in Feet	10	20	50	50	NA	NA	15	5	10	15	25	20	20	20	25
Minimum Rear Setback² in Feet	20	30	50	50	NA	NA	20	15	15	20	25	20	20	20	25
Minimum Shoreland Shore frontage in Feet	200	200	200	200											See underlying zone
Maximum Permitted Building Height in Feet	30	30	30	30	30 43 See Note 7	30	30	30	30	30	50	40	40	40	NA – See AHOD ordinance
Maximum Permitted Building Height in Feet by Special Exception in the Four Residential Zones and by Conditional Use in Other Zones.	35	35	35	35	60 See Note 7	60 See Note 5	35	35	35	35	75	50	50	50	NA – See AHOD ordinance
Maximum Impervious Surface Ratio	33%	30%	20%	20%	100%	100%	50%	80%	80%	30%	50 %	50%	50%	50%	50%

NOTES:

1. When the average front yard setback of other buildings within 300 ft. each way on the same side of a minor street is less than 30 feet, the front yard setback may be reduced to the average existing setback.

2. Any single-family lot in the R and RC Districts existing as of July 1, 2003, including lots in approved subdivisions, shall only be required to have a minimum lot area of 120,000 square feet and shall not be subject to the minimum usable area per dwelling unit requirement. Pre-existing lots with a minimum of 120,000 square feet of area shall be

deemed to be conforming lots for the purpose of the minimum lot size and minimum usable area provisions but shall conform to all other current applicable standards for the district in which they are located.

3. See 175-57(A) for the special density requirements for senior housing, senior care facilities, and nursing homes.

4. See Article XX for requirements for accessory buildings.

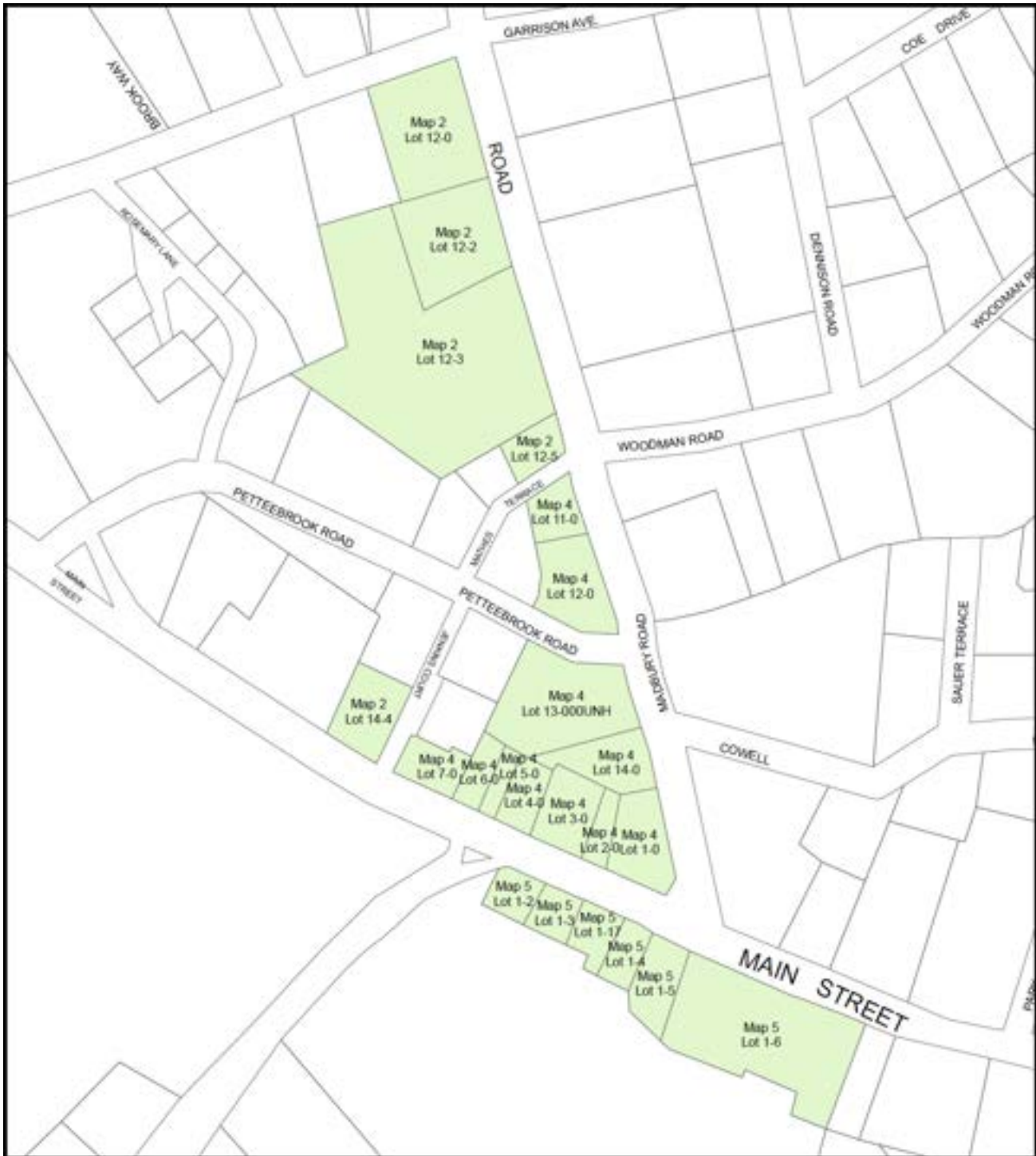
5. Additional setback requirements for this district are provided in the Development Standards section for the zone.

6. The minimum front yard setback from Route 108 shall be 100 feet plus 2 feet for each foot of building height in excess of 25 feet.

7. ~~No building along the sections of Main Street or Madbury Road delineated in Subsections 175-42(B)(8) and (9) shall exceed 35 feet in height.~~ For buildings along the sections of Main Street and Madbury Road delineated in Subsections 175-42 (B)(8) and



(9), height limits are given in Subsection 175-42 (B)(10).



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

Joe Friedman, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk

ORDINANCE #2026-01 OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 175, "ZONING," ARTICLE XII, "BASE ZONING DISTRICTS," SECTION 175-42, "CENTRAL BUSINESS-1 DISTRICT AND CENTRAL BUSINESS-2 DISTRICT," AND ARTICLE XII.1, "USE AND DIMENSIONAL STANDARDS," SECTION 175-54, "TABLE OF DIMENSIONS," OF THE TOWN CODE TO SET THE MAXIMUM HEIGHT IN THE CENTRAL BUSINESS-1 DISTRICT AT 4 STORIES AND 50 FEET.

WHEREAS, activity within the downtown has decreased in recent years and a boost to the level of activity is important and whereas a sizable portion of the Central Business-1 District is now limited to three stories in height; and

WHEREAS, removing the three-story height limit is expected to provide an incentive to developers to build downtown; and

WHEREAS, requiring two floors of commercial in a five-story building may be a disincentive to development, having a mix of commercial and residential above the first floor can cause conflicts, and the most important place for commercial in a downtown is on the first floor; and

WHEREAS, it is desirable to support the downtown by having more residents living in close proximity to the downtown; and

WHEREAS, there is a recognized housing shortage in New Hampshire and in the Seacoast Region and Durham acknowledges the need to accommodate more housing opportunities; and

WHEREAS, the Durham Downtown Zoning Subcommittee and the Durham Housing Task Force developed this proposed zoning amendment for the purpose of strengthening the downtown and enhancing housing opportunities; and

WHEREAS, the chair of the Housing Task Force presented this zoning amendment along with three other initiatives to the Town Council on March 3 and March 17, 2025; and

WHEREAS, the Town Council voted to initiate a zoning amendment on March 17, 2025; and

WHEREAS, the Planning Board held a public hearing on this amendment on May 14, 2025 and voted unanimously on May 28, 2025 to support the amendment; and

WHEREAS, the Town Council held duly noticed public hearings on this amendment on July 7, 2025 and August 4, 2025; and

WHEREAS, the Town Council tabled the amendment at the August 4, 2025 meeting; and

WHEREAS, the Town Council took up the amendment again at the September 8, 2025 meeting and decided to send the amendment back to the Planning Board to be re-worked; and

WHEREAS, Planner Michael Behrendt and citizen Doug Bencks worked together to revise the amendment, and then presented their changes at the November 3, 2025 Council meeting; and

WHEREAS, the Planning Board created their own revision to the amendment and held a Public Hearing on January 14, 2026; and

WHEREAS, the Town Council held a duly noticed Public Hearing on this revised amendment;

NOW, THEREFORE BE IT RESOLVED that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt **Ordinance #2026-01** Amending Chapter 175, "Zoning," Article XII, "Base Zoning Districts," Section 175-42, "Central Business-1 District and Central Business-2 District," and Article XII.1, "Use and Dimensional Standards," Section 175-54, "Table of Dimensions," of the Town Code to Set the Maximum Height in the Central Business-1 District at 4 Stories and 50 Feet.

Proposed additions to existing text are shown like this.

~~*Proposed deletions of existing text are shown like this.*~~

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ARTICLE XII – BASE ZONING DISTRICTS

175-42. Central Business-1 District (CB-1) and Central Business-2 District (CB-2)

- A. *Central Business-1 District (CB-1) and Central Business-2 District (CB-2).* Central Business-1 District and Central Business-2 District are two separate zoning districts.

However, all of the provisions in this ordinance referred to as “Central Business District(s)” apply to both Central Business-1 District and Central Business-2 District except where otherwise stated.

- B. ***Purpose of the Central Business District.*** The purpose of the Central Business District is to maintain the mixed-use, pedestrian-oriented character of the downtown area while accommodating new development, redevelopment, and enlargement of existing buildings in a manner that maintains and enhances the small town character of the downtown. Downtown Durham should be an attractive and vibrant community and commercial center where desirable residential, retail, office, and other nonresidential growth can occur in a clean, safe, pedestrian-friendly environment. The Central Business District is intended to accommodate a range of uses in a manner that encourages fuller utilization of the limited area of Downtown through denser building construction and modified parking requirements. The Central Business District is separated into two zoning districts, Central Business-1 District and Central Business-2 District for the purpose of treating aspects of Central Business-2 District that vary from the character of Central Business-1 District differently, in particular the presence of large parking lots on the two sites in CB-2 and the specific character of a shopping plaza on one site and university buildings on the other. Central Business-2 District also functions as a transition zone between the traditional downtown commercial character of Central Business-1 District and the residential neighborhoods situated to the south.
- C. ***Development Standards in the Central Business District*** In addition to the dimensional standards, development in the Central Business District shall conform to the following additional requirements:
1. **Building Setback** – Along the westerly side of Madbury Road from Main Street to Pettee Brook Lane, the front wall of the principal building shall be located no closer than 15 feet to, and no farther than 20 feet from, the front property line. Along the westerly side of Madbury Road from Pettee Brook Lane to Garrison Avenue, the front wall of the principal building shall be located no closer than 20 feet to, and no farther than 30 feet from, the front property line. For corner lots, this requirement shall apply to all frontages abutting a public street. Up to 50 percent of the front façade may be recessed beyond the maximum setback distance if the space between the front wall and the front property line is used as pedestrian area in accordance with paragraph 4. below. The expansion or modification of an existing building shall be exempt from this requirement if the Planning Board finds that conformance with this requirement would not be consistent with the character of the existing building.
 2. **Pedestrian Area** – The area directly in front of the front wall of the building and extending to the front property line shall be maintained as a pedestrian area and shall be improved with appropriate amenities to link the building with the sidewalk and to encourage pedestrian and/or customer use of this space. For corner lots, this provision shall apply only to the frontage on the street with a greater amount of pedestrian traffic.
 3. **Front Entrance** – The front wall of the principal building shall contain a front door providing access to the building for tenants, customers, or other users of the building, unless the Planning Board determines that placement of the front door on another

façade is a practical approach and the design of the front façade will engage the street in an effective and attractive manner. If the front wall of the building is located behind the front property line, a paved sidewalk or other appropriate pedestrian way shall be provided from the sidewalk to the front door. This provision shall not be interpreted to prevent the creation of other entrances to the building. For corner lots, this provision shall apply only to the frontage on the street with a greater amount of pedestrian traffic.

4. Storage and Service Areas – All storage and service areas and facilities including dumpsters shall be located to the side or rear of the principal building and shall not be visible from a public street. Dumpsters and storage areas shall be screened or landscaped in accordance with the provisions of Article XXII and Chapter 118, Article 3, Section 118-18 of the Solid Waste Ordinance.
5. Minimum Building Height – All new principal buildings or additions to existing principal buildings that increase the building footprint by more than 20 percent, shall have a minimum of 2 usable stories or a height equivalent of 2 stories above adjacent grade at the front wall of the building.
6. Maximum number of stories – The maximum number of permitted stories is 4 ~~*except as restricted in sections 8 and 9 below. However, the maximum number of permitted stories in the remainder of the district outside of the area covered in sections 8 and 9 below, may be increased to 5 stories subject to all of the following provisions. This allowance for a fifth story applies in the Central Business-1 District, but not in the Central Business-2 District.*~~
 - ~~*a. Adding a story is permitted by conditional use.*~~
 - ~~*b. The provisions regarding percentage of office/retail use apply.*~~
 - ~~*c. The additional fifth story must be set back from the first floor as follows:*~~
 - ~~*i. by at least 10 feet where any side of the building faces a public street;*~~
 - ~~*ii. by at least 20 feet where any side of the building faces Main Street; and*~~
 - ~~*iii. by at least 25 feet where any side of the building faces an adjacent lot (not separated by a street) situated in the section of the Central Business District that is restricted to 3 stories (Section 175-42 B. 8. and 9., or as those subsections may be renumbered in the future).*~~~~*The setback in i. and ii., above, also applies where they may be any intervening street or road that has never been built but which appears on an approved plat or other Town plan.*~~
 - ~~*d. The Planning Board must determine that the additional story will not have an adverse impact upon the streetscape, giving particular consideration to scale and mass (See Architectural Regulations for guidance).*~~
 - ~~*e. Building height. When an additional story is incorporated under this section the maximum building height is 60 feet.*~~

7. Required office/retail uses for a mixed-use with residential building

- a. One-story building: A mixed-use with residential use is not allowed in a one-story building.
- b. Two-story building: The entire first floor must be office/retail.
- c. Three- or four- story building: The entire first floor must be office/retail. Alternatively, office/retail uses may be located anywhere on the first, second, third, and fourth floors provided: 1) the amount of office/retail equals or exceeds the square footage of the first floor and 2) where the building fronts on a public road, the first floor of the portion of the building facing the road must be office/retail to a depth of at least 50 feet.

~~d. Five-story building: The entire first floor must be office/retail. Also, 1 additional floor (any floor) or an area equal to the square footage of the 1/5 story must be office/retail. (See subsection 6., above. A fifth story is not allowed in the Central Business 2 District.)~~

~~d. e.~~ For a building where there are distinct sections with a different number of stories and for sites where there are multiple buildings, the required minimum overall office/retail gross square footage is determined by the sum of the minimum office/retail area required by each distinct section, or by each separate building, using the required office retail space specified above. For these sites, the disposition of office/retail and residential space on the site is flexible provided the minimum overall amount of office/retail required is included and the Planning Board determines that the configuration of the building and its uses meets the intent of this subsection 7.

~~e. f.~~ Outdoor public use areas. Outdoor space on the subject property that is dedicated in perpetuity to public use may be used to meet the office/retail square footage requirement on a one-to-one basis provided that: a) the Planning Board determines that the design, location, management, and other aspects of the space will add a significant public amenity to the project; and b) the outdoor space may be used to meet a maximum of 50 percent of the overall required office/retail square footage.

~~8. Maximum Height of Mixed-Use Buildings, Section of Main Street—No building in the Central Business District on any lot with frontage along either side of Main Street, from and including Tax Map 109, Lot 104 (A-E) to the easterly boundary of the district, shall exceed 3 stories. This provision specifically includes the following properties: Tax Map 109, Lot 104 (A-E); Tax Map 109, Lot 106; Tax Map 109, Lot 107; Tax Map 109, Lot 108; Tax Map 109, Lot 109; Tax Map 109, Lot 110; Tax Map 108, Lot 18; Tax Map 108, Lot 19; Tax Map 109, Lot 3; Tax Map 109, Lot 2; Tax Map 109, Lot 1; Tax Map 108, Lot 17; Tax Map 108, Lot 16; Tax Map 108, Lot 15; Tax Map 108, Lot 14; and Tax Map 108, Lot 13.~~

~~9. Maximum Height of Mixed-Use Buildings, Madbury Road—No building in the Central Business District on any lot with frontage along Madbury Road shall exceed~~

~~3 stories. This provision specifically includes the following properties: Tax Map 2, Lot 12-0; Tax Map 106, Lot 48; Tax Map 106, Lot 49; Tax Map 106, Lot 44; Tax Map 108, Lot 19; Tax Map 106, Lot 40; Tax Map 106, Lot 39; Tax Map 106, Lot 66; and Tax Map 108, Lot 20.~~

8. ~~10.~~ Number of bedrooms – There shall be a maximum of 2 bedrooms in any dwelling unit within a mixed use with residential building or development.

ARTICLE XII.1 USE AND DIMENSIONAL STANDARDS

175-54. TABLE OF DIMENSIONS

STANDARD	Central Business 1	Central Business 2	Professional Office (PO)	Church Hill (CH)	Courthouse (C)	Coe' s Corner (CC)	OR-Route 108 (OR)	MUDOR	ORLI	Durham Business Park
Maximum Permitted Building Height in Feet	30 50 See Note 7	30	30	30	30	30	50	40	40	40
Maximum Permitted Building Height in Feet by Special Exception in the Four Residential Zones and by Conditional Use in Other Zones.	60 See Note 7 NA	60 See Note 7 50	35	35	35	35	75	50	50	50

NOTES: 1. When the average front yard setback of other buildings within 300 ft. each way on the same side of a minor street is less than 30 feet, the front yard setback may be reduced to the average existing setback.

2. Any single-family lot in the R and RC Districts existing as of July 1, 2003, including lots in approved subdivisions, shall only be required to have a minimum lot area of 120,000 square feet and shall not be subject to the minimum usable area per dwelling unit requirement. Pre-existing lots with a minimum of 120,000 square feet of area shall be deemed to be conforming lots for the purpose of the minimum lot size and minimum usable area provisions but shall conform to all other current applicable standards for the district in which they are located.

3. See 175-57(A) for the special density requirements for senior housing, senior care facilities, and nursing homes.
4. See Article XX for requirements for accessory buildings.
5. Additional setback requirements for this district are provided in the Development Standards section for the zone.
6. The minimum front yard setback from Route 108 shall be 100 feet plus 2 feet for each foot of building height in excess of 25 feet.

~~*7. No building along the sections of Main Street or Madbury Road delineated in Subsections 175-42(B)(8) and (9) shall exceed 35 feet in height.*~~

7. The maximum number of stories in the Central Business-1 District is four.

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

Joe Friedman, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk