



TOWN OF DURHAM

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

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

AGENDA

DURHAM TOWN COUNCIL

MONDAY, JUNE 1, 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 – Acknowledgement of Gulf of Maine Council Award to Administrator Selig and Mr. Selig’s 25th Anniversary with the Town
- VI. Approval of Minutes – May 18, 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, upon recommendation of the Administrator, authorize the Transfer of Appropriated Funds from Existing Capital Improvement SCBA Replacement Projects #07-2302-701-36-000 and #07-2573-701-36-000 to the Fire Station Alerting System Project #07-2116-701-36-000?
 - B. Shall the Town Council, upon recommendation of the Administrator, authorize the purchase of a Fire Station Alerting System from Honeywell International, Inc. in the Amount of \$122,283.67 to be paid from Capital Fund Account #07-2116-701-36-000, and authorize the Administrator to sign all associated documents?

- C. Shall the Town Council, Upon Recommendation of the Assessor and consent of the Administrator, Approve FY2025 Property Tax Abatements at the local level Totaling \$11,275.48?
- X. Citizen Committee Appointments**
Shall the Town Council, upon recommendation of the Parks & Recreation Committee Chair, appoint Alan Pohli, 36 Worthen Road, to an unexpired regular membership position on the Parks & Recreation Committee with a term expiration of 4/29?
- XI. Presentation Items**
A. Presentation by Ice Rink Manager, Bill Page on the 2025-2026 skating season.
B. Receive annual report on the Human Rights Commission activities and projects – Richard Belshaw, Chair
- XII. Unfinished Business**
A. **Public Hearing and Possible Adoption of Resolution #2026-07** to Accept and Expend Unanticipated Grant Funds Totaling Up To \$25,000 From FY23 Federal Emergency Management Agency Assistance to Firefighters Grant To Be Used as Reimbursement to the Town of Durham for Tuition and Overtime Wages Paid to Fire Department Personnel to Attend Blue Card Incident Command Training Program
B. Continued Discussion and Possible Adoption of Town Council Goals for FY 2026/27.
- XIII. Councilor and Town Administrator Roundtable**
- XIV. New Business**
Discussion and Possible First Reading on Ordinance #2026-05 Amending Chapter 175, “Zoning,” Article II, “Definitions,” Article XII, “Base Zoning Districts,” Section 175-42, “Central Business-1 District and Central Business-2 District,” Article XII.1, “Use and Dimensional Standards,” Section 175-53, “Table of Land Uses,” and Section 175-54, “Table of Dimensional Standards, of the Town Code to increase the height limit in a section of the Central Business-1 District to 5 stories and 60 feet, to limit the amount of required office/retail to a depth of 50 feet, to allow first floor structured parking behind office/retail uses, and to change several definitions. The Public Hearing can be set for Monday, June 15, 2026.
- XV. Nonpublic Session (if required)**
- XVI. Adjourn (NLT 10:30 PM)**

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



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AGENDA ITEM: **#5** *TS*
DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: Joe Friedman, Chair

AGENDA ITEM: **ACKNOWLEDGEMENT OF GULF OF MAINE COUNCIL AWARD TO ADMINISTRATOR SELIG AND MR. SELIG'S 25TH ANNIVERSARY WITH THE TOWN**

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Joe Friedman, Chair

AGENDA DESCRIPTION:

On May 27, 2026 Administrator Todd Selig received the 2026 Visionary award from the Gulf of Maine Council on the Marine Environment in New Brunswick, Canada. The award was in recognition for Todd's contributions as Durham's Administrator toward a healthy and sustainable Gulf of Maine ecosystem.

In addition, June 1, 2026, marks Administrator Selig's 25th anniversary with the Town of Durham. Prior to coming to Durham, he served in a variety of positions within both the municipal and school sectors including positions in Raymond, Laconia, New Boston, and Hopkinton. When Todd arrived in Durham, he initiated greater transparency within the operations of town government, including the creation of the Friday Updates. This has allowed the citizens of Durham a greater knowledge of how to be involved and a comfort with what is taking place in the Town.

Todd has built strong relationships with UNH administration. He is especially pleased with the land conservation that has been done during his tenure and the renovations done downtown with new lighting, sidewalks and bike lanes. During Todd's time in Durham, the town has seen the building of a new Library and a new Town Hall, as well as a renovated Police Station.

Todd's goal has always been to create an environment where all residents of Durham can be successful in the roles that they play in the town, whether it is serving on a committee or volunteering for an event. Todd has enjoyed supporting Durham to be its very best. He plans to continue to serve Durham for several years more.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action required.



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AGENDA ITEM: #6

DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: **APPROVE THE TOWN COUNCIL MEETING MINUTES FOR MAY 18, 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 May 18, 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 May 18, 2026. (as presented/as amended)



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

DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: David F. Emanuel, Fire Chief

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, AUTHORIZE THE TRANSFER OF APPROPRIATED FUNDS FROM EXISTING CAPITAL IMPROVEMENT SCBA REPLACEMENT PROJECTS #07-2302-701-36-000 AND #07-2573-701-36-000 TO THE FIRE STATION ALERTING SYSTEM PROJECT #07-2116-701-36-000?

CC PREPARED BY: David F. Emanuel, Fire Chief
Kelley Fowler, Administrative Assistant

PRESENTED BY: David F. Emanuel, Fire Chief

AGENDA DESCRIPTION:

In 2023 and 2025, the Durham Town Council approved Capital Improvement Projects in the amount of \$50,000 and \$30,000 respectively, for Self-Contained Breathing Apparatus (SCBA) replacements.

At the time CIP project funds were requested, the fire department had pending grant applications under the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant Program for SCBA replacements. The intent for the requested CIP funds was to supplement any federal grant monies that may be received for this project. The FEMA grant applications were ultimately not approved and consequently, the funds in the existing 2023 and 2025 SCBA replacement CIP projects will not be needed.

The fire department has been working to replace the existing fire station alerting system with an alerting system that is compatible with the next generation of digital radio communications and designed to integrate with the Strafford County Sheriff's Office Computer-Aided Dispatch (CAD) system. In 2021, the Durham Town Council approved CIP funding in the amount of \$50,000 for the fire station alerting system project. After conducting system evaluations and obtaining a quote, it was determined

that the fire station alerting system will cost up to \$130,000, significantly more than originally anticipated and estimated.

The fire department requests authorization from the Durham Town Council to reallocate appropriated funds from the existing 2023 and 2025 SCBA replacement projects to the 2021 fire station alerting system project.

LEGAL AUTHORITY:

Regulation 2023-01 Section C of the Town of Durham Administrative Regulations states in part, "If a department wishes to substitute one project for another project during the year, a switch can only be done if the funding is not greater than the approved budget and with recommendation of the Administrator and approval of the Town Council."

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

The funds will be transferred from the Fire Department Capital Reserve Account for SCBA replacements: \$50,000 from #07-2302-701-36-000, and \$30,000 from #07-2573-701-36-000; to the fire station alerting project #07-2116-701-36-000.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, authorize the Transfer of Appropriated Funds from Existing Capital Improvement SCBA Replacement Projects #07-2302-701-36-000 and #07-2573-701-36-000 to the Fire Station Alerting System Project #07-2116-701-36-000.



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

DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: David F. Emanuel, Fire Chief

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, AUTHORIZE THE PURCHASE OF A FIRE STATION ALERTING SYSTEM FROM HONEYWELL INTERNATIONAL, INC. IN THE AMOUNT OF \$122,283.67 TO BE PAID FROM CAPITAL FUND ACCOUNT #07-2116-701-36-000, AND AUTHORIZE THE ADMINISTRATOR TO SIGN ALL ASSOCIATED DOCUMENTS?

CC PREPARED BY: David F. Emanuel, Fire Chief
Kelley Fowler, Fire Administrative Assistant

PRESENTED BY: David F. Emanuel, Fire Chief
Robert Atwater, Assistant Fire Chief

AGENDA DESCRIPTION:

In accordance with the Town of Durham Approved 2021 Capital Improvements Program, the Town Council approved funds to replace the existing analog radio-based fire station equipment with an alerting system that is compatible with the next generation of digital radio communications and designed to integrate with the Strafford County Sheriff's Office Computer-Aided Dispatch (CAD) system. The system allows responders to be notified of an incoming response with ramping tones, audio message, and by turning on designated lights in the station. The new system will meet the National Fire Protection Association (NFPA) 1221 standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems.

After evaluating various fire station alerting systems, it was determined that US Digital Designs by Honeywell best meets the needs of the Durham Fire Department. Honeywell International, Inc. provided a quote in the amount of \$122,283.67 for the design and installation of the fire station alerting system. Honeywell International, Inc.

holds a current Facility Security for Public Safety contract with Sourcewell, thus meeting the competitive pricing requirements for state and local governments.

LEGAL AUTHORITY:

Article 5.13 of the Administrative Code of the Town of Durham states “The Administrative Code shall establish purchasing and contract procedure, including the assignment of all responsibility for purchasing to the Administrator or his designee and the combination purchasing of similar articles by different departments. The Council shall establish dollar limits for purchases and contracts which must be by competitive bid and shall establish the bidding procedures. No competitive bids shall be required when purchasing through the State of New Hampshire or at State of New Hampshire bid prices. Requirements for bids may be waived in specific instances by a two-thirds vote of the Council. The Council shall establish dollar amounts for purchases and contracts over which no purchases shall be made or contracts entered into without the affirmative vote of a majority of the Council. If the Council has voted to make a purchase or enter into a contract, the Administrator shall carry out the vote of the Council and enter into such transaction on behalf of the town.”

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

\$50,000 was approved in the FY 2021 Capital Improvement Plan for the fire station alerting system, account #07-2116-701-36-000. The quote obtained from Honeywell International, Inc. is in the amount of \$122,283.67. A request has been submitted to Council to transfer appropriated funds from existing unexpended CIP projects totaling \$80,000 to cover the difference.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, authorize the purchase of a fire station alerting system from Honeywell International, Inc. in the amount of \$122,283.67 to be paid from Capital Fund account #07-2116-701-36-000 and authorizes the Administrator to sign all associated documents.

US DIGITAL DESIGNS

by Honeywell

1150 W Grove Pkwy St #110

Tempe, AZ 85283



US DIGITAL DESIGNS
by Honeywell

Author: JA

Date: 5/11/2026

Expires: 8/9/2026

Proposal: NH_DRHM004 v4

Quotation to:

Durham, NH Durham Fire Department

Project:

G2 Fire Station Alerting System One (1) Dispatch Center & One (1) Station System - FS02

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov - Contract #PS20350. More information available at: <https://nppgov.com/contract/honeywell/>

Durham Fire Department is a member: M-5700668

Roy Rich

Sr. Territory Manager

(240)-653-6416

(602)-687-1730

Roy.Rich@honeywell.com

stationalerting.com

Installation by:

e1 Audiovisual Technologies

The Customer is responsible for identifying any errors or omissions on this quote prior to placing the order.

This proposal is subject to corrections due to errors or omissions

2026 Pricing

Quote Submitted To:
Durham, NH
Durham Fire Department

PRIMARY DISPATCH SYSTEM

DISPATCH SYSTEM INTERFACES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
CADI-U	CAD Interface - Tyler Technologies, Inc (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	1	\$ 15,411.38	\$ 13,870.24	No Charge

DISPATCH SYSTEM COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-GW	G2 Communications Gateway Pair (Primary FSA Servers)	1	\$ 15,762.60	\$ 14,186.34	\$ 14,186.34
GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate	1	\$ 3,845.89	\$ 3,461.30	\$ 3,461.30
GARI2-008R	Console Motorola Interface Cable	1	\$ 300.00	\$ 270.00	\$ 270.00

DISPATCH SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GW-CM	Gateway Configuration & Modifications	20	\$ 373.75	\$ 336.38	\$ 6,727.60
GW-I-O	Gateway Installation/ On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	1	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
GW-SU-O	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	1	\$ 7,154.44	\$ 6,439.00	\$ 6,439.00
GW-PM	Gateway Project Management	2	\$ 3,869.78	\$ 3,482.80	\$ 6,965.60
TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	1	\$ 5,259.19	\$ 4,733.27	\$ 4,733.27
TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	1	\$ 5,259.19	\$ 4,733.27	\$ 4,733.27

PRIMARY DISPATCH SYSTEM

System Total:	\$ 50,216.38
Shipping Total:	\$ 139.00
System Subtotal	\$ 50,355.38

PRIMARY DISPATCH SERVICE & SUPPORT

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 1,990.85	\$ 1,791.76	No Charge

INDIVIDUAL DISPATCH SYSTEMS TOTALS

Primary Dispatch System Total:	\$ 50,355.38
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DISPATCH-LEVEL SUBTOTALS

ALL SYSTEMS SUBTOTAL:	50,216.38
ALL SHIPPING SUBTOTAL:	139.00
ALL SERVICE & SUPPORT:	-
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	-
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	50,355.38

Quote Submitted To:
Durham, NH
Durham Fire Department

STATION 02

USDD Design Referenced:
USDD.NH_DRHM.FS02.FSA.2026.05.11

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,504.91	\$ 1,354.42	\$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX-AUDIO	G2 ATX-Audio	1	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00
ATX-E	Rack Mount Ears for ATX or EXP	1	\$ 78.51	\$ 70.66	\$ 70.66
UPS-STD	ATX UPS, Standard	1	\$ 1,048.17	\$ 943.35	\$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$ 79.57	\$ 71.61	\$ 71.61

STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
AMP-70V	Audio Amplifier	1	\$ 1,287.66	\$ 1,158.89	\$ 1,158.89
AMP-S	Audio Amplifier Shelf	1	\$ 95.76	\$ 86.18	\$ 86.18
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	29	\$ 392.70	\$ 353.43	\$ 10,249.47
SPK-LED-SM	G2 Speaker - LED Illuminated, Surface Mount (Metal Box)	1	\$ 467.50	\$ 420.75	\$ 420.75
SPK-STD-FM	Speaker - Standard, Flush Mount	7	\$ 138.92	\$ 125.02	\$ 875.14
SPK-STD-SM	Speaker - Standard, Surface Mount (Metal Box)	1	\$ 165.38	\$ 148.84	\$ 148.84
SPK-W-SM	Speaker - Weatherized, Surface Mount	5	\$ 392.44	\$ 353.19	\$ 1,765.95
STR-2	G2 Strobe Light / Red LED	2	\$ 694.58	\$ 625.12	\$ 1,250.24

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by e1 Audiovisual Technologies	1	\$ 36,945.79	\$ 36,945.79	\$ 36,945.79
ST-SU	Station Configuration & Commissioning	1	\$ 3,025.00	\$ 2,722.50	\$ 2,722.50
ST-PM	Station Project Management	2	\$ 1,650.00	\$ 1,485.00	\$ 2,970.00
ST-ES	Station Engineering & Design Services	1	\$ 825.00	\$ 742.50	\$ 742.50
FREIGHT-CHARGES	Shipping	1	\$ 1,152.00	\$ 1,152.00	\$ 1,152.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 3,043.94	\$ 2,739.55	No Charge

STATION 02
Equipment Only: \$ 27,395.50

System:	\$ 70,776.29
Shipping:	\$ 1,152.00
Service & Support:	\$ -
Estimated Tax:	\$ -
Station Subtotal:	\$ 71,928.29

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.

02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.

03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.

04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.

05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.

06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.

07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.

08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.

09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.

10 - Structural backing for system devices and other millwork (not specifically detailed) by others.

11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.

12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.

13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage,

transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS
by Honeywell

Quote Submitted To:
Durham, NH
Durham Fire Department

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$USD]

PRIMARY DISPATCH SYSTEM :	\$	50,355.38
PRIMARY DISPATCH SERVICE & SUPPORT :	\$	-
PRIMARY DISPATCH SYSTEM ESTIMATED TAX:	\$	-
Notes: One (1) Dispatch Center System included in this proposal.		
Dispatch-Level Subtotal:	\$	50,355.38

STATION 02 SYSTEM:	\$	71,928.29
STATION 02 SERVICE & SUPPORT:	\$	-
STATION 02 ESTIMATED TAX:	\$	-
Notes: One (1) Station System included in this proposal with installation by e1 Audiovisual Technologies .		
Station-Level Subtotal:	\$	71,928.29

US Digital Designs System Total:	\$	122,283.67
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(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement.

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

TERMS AND CONDITIONS OF HONEYWELL PRODUCT SALES

These terms and conditions of sale ("Terms and Conditions") are adopted effective January 1, 2023 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by Honeywell International Inc., through its US Digital Designs group ("Honeywell"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for Honeywell Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by Honeywell and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order.
 - 1.1 **No Returns.** Because of the nature of System and its Products, Honeywell cannot accept returns of Product for refund, credit, exchange or any other purpose. Notwithstanding, defective Products may be returned as provided for under Section 9.4 – Return Material Authorization Process. Customer must thoroughly assess its requirements and specifications prior to ordering.
2. **REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by Honeywell.
3. **QUOTE PRICING.** This proposal expires 90 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
4. **PAYMENT.**
 - 4.1 **Invoicing & Payment.** Honeywell reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, Honeywell shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse Honeywell for any and all reasonable attorneys' fees and costs which are incurred by Honeywell in the collection of amounts due and payable hereunder.
 - 4.2 **Payment Disputes.** Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
 - 4.3 **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
 - 4.4 **Credit Card Payments.** All Honeywell quotes are developed for the Customer with the understanding that any purchase of the Products listed thereon will be facilitated using Honeywell's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.
5. **SURCHARGES.**
 - 5.1 For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.
 - 5.2 Honeywell will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.
6. **CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Honeywell for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by Honeywell related to the Order.
7. **TAXES.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Honeywell is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse Honeywell for any such payments made by Honeywell.
8. **SHIPPING/DELIVERY/RISK OF LOSS.**

8.1. Delivery Liability. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

8.1.1. Inspection upon Receipt. The Customer must inspect all shipments upon receipt. Any claims for damage, loss, or shortages must be submitted within 10 calendar days of receipt. Honeywell will not be responsible for claims made after this 10-day period.

8.2. Future Delivery and Repricing. Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Honeywell will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, Honeywell may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the Honeywell Products included in the Order. Honeywell will include any repricing in its final invoice related to the Order.

8.3. Storage Fees. If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay Honeywell a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order. Customer has not taken delivery of the Products in the Order. Honeywell will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

8.4. Title & Risk of Loss. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all shipments (except that Honeywell is responsible for obtaining any export license), and (ii) F.O.B. Honeywell Dock for all domestic shipments. For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Honeywell shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

9. LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

9.1 Product Warranty Terms

9.1.1. If Customer is purchasing a new System, i.e., the initial System for Customer, or for a new Dispatch System or Station System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from Customer's "Commissioning Date" ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. For purposes of subparagraph, "Commissioning Date" shall mean the date on which an authorized Honeywell technician has inspected and approved installations, confirmed that all connections and start-up configurations are properly working, and confirming the System can send and receive alerts through the configured communication pathways.

9.1.2. If Customer is purchasing Products or services to add to or as replacement Products for an existing System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products for 12 months from the day of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. Product Defects. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by Honeywell, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Parts provided by Honeywell in fulfillment of its warranty obligation must be used in the same Honeywell Fire Station Alerting System for which the warranty claim is made.

9.3. Procedure for Warranty Claims.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at <https://buildings.honeywell.com/us/en/brands/our-brands/usdd>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

9.3.2. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

9.4. Return Material Authorization Process. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

9.5. No Fault Found. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, Honeywell shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

9.6.1. Honeywell does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. Honeywell further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. Honeywell does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, Honeywell will be unable to warrant or support the Products unless Honeywell has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations

9.6.3. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. Honeywell cannot warrant nor support any system not using Honeywell-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-Honeywell products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of Honeywell's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

10. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

11. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between Honeywell and Customer. Honeywell offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact Honeywell regarding its Service Agreement and costs associated therewith.
12. **SOFTWARE PRODUCTS.** All software Products delivered by Honeywell to Customer or for which Honeywell provides access, including, without limitation, Honeywell's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by Honeywell and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Honeywell with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.
13. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of Honeywell related to Honeywell's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.
14. **FIRST ARRIVING MOBILE APP.** If Customer wishes to use its First Arriving Mobile App ("First Arriving") with the System being acquired from Honeywell, Customer agrees to the following:
 - 14.1 Customer acknowledges that it bears full responsibility for complying with applicable law and regulations, including all privacy requirements, and for providing any required notices and obtaining all required consents in order for Honeywell to transmit alert to First Arriving. Customer also acknowledges that Honeywell bears no responsibility for any service failure by First Arriving, nor is Honeywell responsible for supporting First Arriving's services or platform. Honeywell is offering to transmit alerts that are transmitted through its Honeywell service to First Arriving merely as a courtesy to Customer.
 - 14.2 IN NO EVENT SHALL HONEYWELL BE LIABLE TO CUSTOMER FOR ANY CLAIMS, WHETHER ARISING FROM ANY INDEMNIFICATION OBLIGATION HONEYWELL MAY HAVE OR THAT ARISE FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDEIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) THAT RELATE TO OR ARISE OUT OF HONEYWELL'S TRANSMISSION OF ALERTS TO FIRST ARRIVING. FURTHER HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH ITS TRANSMISSION OF ALERTS TO FIRST ARRIVING WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL IN ORDER FOR HONEYWELL TO TRANSMIT ALERTS TO FIRST ARRIVING OR \$100.
15. **REMOTE ACCESS TO THE SYSTEM.**
 - 15.1 **Remote Access.** Honeywell requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide Honeywell support personnel VPN or similar remote network access to the Products for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. Honeywell will only access Customer's Products with the knowledge and consent of Customer. Honeywell will not access any other systems or data.
 - 15.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
 - 15.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
 - 15.4. **Physical Security Tokens.** Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens, this may delay after hours service.
16. **GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

17. **DISPUTE RESOLUTION/ARBITRATION.** Before either Honeywell or Customer initiate any dispute resolution process related to the Agreement, they must schedule an executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then Honeywell and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by litigation with jurisdiction being Maricopa County, Arizona.

18. **FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling its Order.

19. **ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and Honeywell when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to Honeywell for any of the goods or services herein described shall constitute acceptance.

19.1 **CUSTOMER CAUSED DELAYS.** If the Products and/or Services purchased by Customer hereunder are part of a new system or station implementation project (the "Project"), Honeywell and Customer shall mutually develop a project schedule or timetable ("Project Schedule"). Each party shall use commercially reasonable efforts to perform its obligations in accordance with the Project Schedule, subject to adjustments for reasonable changes or unforeseen events.

Honeywell shall not be liable for any delay, increased cost, or failure to perform to the extent caused by: (i) delays in obtaining parts, materials, equipment, services, or software from any Customer designated supplier; (ii) Customer's failure to timely provide required information, approvals, access, or resources; or (iii) any other act, omission, or circumstance caused by or within the reasonable control of Customer (each, a "Customer Caused Delay").

If a Customer Caused Delay occurs, Honeywell shall be entitled to equitable adjustments to the price, delivery dates, milestones, and any other affected terms to account for increased costs, delays, or other adverse impacts incurred by Honeywell. Such adjustments may include, without limitation: (a) increases in material or component costs required to complete the Project; (b) costs associated with buy out or long lead items, including additional costs due to currency exchange rate fluctuations; (c) increases in labor, mobilization, or installation costs; and (d) costs associated with pre building, warehousing, storage, handling, insurance, or preservation of equipment, at Honeywell's discretion.

If performance of the Project is delayed for a cumulative period exceeding six (6) months beyond the scheduled Project completion date due to Customer Caused Delays, Honeywell may, upon written notice to Customer, (i) suspend performance of the affected Products and/or Services until such delays are remedied, (ii) invoice Customer for reasonable costs incurred as a result of the suspension, and/or (iii) require renegotiation of pricing, schedule, and other affected terms as a condition to resuming performance.

Further, if either (a) the Project is not completed within six (6) months of the scheduled Project completion date due to Customer Caused Delays, or (b) Honeywell and Customer have not mutually agreed upon the required adjustments to price, delivery dates, and other affected terms within sixty (60) days following the expiration or continuation of such delays, Honeywell may, upon written notice, terminate or cancel any affected outstanding Customer Orders, in whole or in part, without liability. Such termination shall be without prejudice to Honeywell's right to recover amounts due for Products delivered, Services performed, and any reasonable costs incurred as a result of the Customer Caused Delay, including demobilization, storage, and restart costs.

20. **SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto

21. **WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

22. **NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.



TOWN OF DURHAM

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

DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: Darcy Freer, Assessor

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ASSESSOR AND THE CONSENT OF THE ADMINISTRATOR, APPROVE FY2025 PROPERTY TAX ABATEMENTS AT THE LOCAL LEVEL TOTALING \$11,275.48?

CC PREPARED BY: Darcy Freer, Assessor

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

AGENDA DESCRIPTION:

Each year the Town receives requests for property tax abatements. The deadline for filing abatement requests is March 2, 2026. The Town must respond to the applicants in writing by July 1, 2026, or the application is automatically denied.

The Assessor's Office has reviewed abatement requests received to date, conducted site inspections, and met with those property owners or tax representatives who requested a meeting. These inspections and meetings have been held on an ongoing basis. Once these meetings concluded, the Assessor reviewed the requests in more detail and formulated recommendations. If the taxpayer has appealed their assessment with the municipality and is dissatisfied with the decision of the Town, they may appeal the abatement to either the New Hampshire Board of Tax and Land Appeals or Superior Court, but not both.

Attached for the Council's review and information are abatement recommendations for the following properties:

1. Ciani - 13 Littlehale Road

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

2. Zhang & Gong - 4 Adams Circle

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$340.75 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

3. Chebar & Friedrichs - 18 Garden Lane

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$339.75 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

4. Cartoceti & LaDouceur - 16 Laurel Lane

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

5. Ukstins - 33 Pinecrest Lane

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

6. Singelais - 239 Piscataqua Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$1,951.03 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

7. Clark - 28 Cedar Point Road

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

8. Yu & Lu - 63 Canney Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$648.52 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

9. Ackerman & Schieb – 13 Morgan Way

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

10. Paine – 51 & 53 Durham Point Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$3,156.40 including interest through 6/19/26. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

11. Bier – 205 Wednesday Hill Road & 211 Wednesday Hill Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$94.73 for 205 Wednesday Hill Road and in the amount of \$123.25 for 211 Wednesday Hill Road, including interest through 6/19/26. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

12. Pham – 191 Packers Falls Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$1,610.63 including interest through 6/19/26. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

13. Craig – 41 Frost Drive

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$392.85 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

14. Barrett – 206 Long Marsh Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$582.53 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

15. Lannamann & McNamee – 156 Packers Falls Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$465.66 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

16. Trafton – 175 Packers Falls Road

Recommendation: GRANT (for Tax Year 2025). The Assessor recommends granting the abatement request in the amount of \$1,569.38 including interest through 6/19/2026. See attached abatement recommendation from the assessor outlining the reasons for granting this request.

17. Northern Utilities Inc – Utilities

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

18. AT&T Communications LLC – Durham

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

19. Eversource – Mill & Bennett Roads

Recommendation: DENY (for Tax Year 2025). The Assessor recommends denying the abatement request. See attached abatement recommendation from the assessor outlining the reasons for denying this request.

LEGAL AUTHORITY:

RSA 76:16 describes the process for the apportionment, assessment, and abatement of property taxes.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

As part of the FY 2026 budget, the Town of Durham has appropriated \$175,000 to be used for tax abatement/appeal purposes. To date, the Town has abated \$14,258.00 to taxpayers who have appealed their assessments with the municipality, to the Board of Tax and Land Appeals or Superior Court.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Assessor and consent of the Administrator, approve the FY 2025 property tax abatements at the local level totaling \$11,275.48 pertaining to the properties noted above.



TOWN OF DURHAM

8 Newmarket Road

Durham, NH 03824

Tel: 603-868-5571

Fax: 603-868-1858

www.ci.durham.nh.us

AGENDA ITEM: **#10**

DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: Alan Pohli

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE PARKS & RECREATION COMMITTEE CHAIR, APPOINT ALAN POHLI, 36 WORTHEN ROAD, TO AN UNEXPIRED REGULAR MEMBERSHIP POSITION ON THE PARKS & RECREATION COMMITTEE 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 Alan Pohli, requesting appointment as a member to the Parks & Recreation Committee. His appointment will fill the last regular member vacancy on the Committee. There are still three alternate vacancies.

Mr. Pohli has attended one meeting of the Parks & Recreation Committee and has spoken with Chair, Matt Swiesz. Attached for the Council's information is Chair Swiesz's endorsement of Mr. Pohli's appointment.

Mr. Pohli 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 Parks & Recreation Committee Chair, appoint Alan Pohli, 36 Worthen Road, to an unexpired regular membership position on the Parks & Recreation Committee 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: Alan Pohli Date: May 8 2026
 Address: 36 WORTHEN RD Durham NH 03824
 E-Mail Address: apohli2@gmail.com
 Telephone: 603 200-0102

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

1. Parks & Recreation 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)

ALAN T. POHLI

36 Worthen Road
Durham, NH 03824

H (603) 200 0162
apohli2@gmail.com

EXECUTIVE PROFILE

Information Technologies Senior Leader with a successful record planning, organizing and integrating Enterprising-wide business programs which significantly grow business value reduce expenses and achieve results. Accomplished at introducing a disciplined Program Office methodology and a productive business Collaborative environment

EXPERIENCE

WESTERN NEW ENGLAND UNIVERSITY

2006-2021

ASSOCIATE PROFESSOR – DEPARTMENT OF COMPUTER SCIENCE

- Taught various subjects including: computer concepts, programming languages, system internals, data security, and teleprocessing practices.
- Faculty Fellow for Women's Volleyball Team
- Student Advisor

A&R Associates - Tax Planning, and Accounting

2006-2021

(tax planning and preparation for high-net-worth individuals and corporate tax)

Senior Tax Specialist - Accountant

- Licensed Accountant, have prepared and filed over 5,000 state and federal tax returns
- Conducted Tax planning to reduce the tax burden for high-net-worth individuals specialized in professional athletes, entertainers, and political officials.
- Foreign tax oversight and tax return preparation
- Conducted Corporate and Section 501 (c3) audits

BOSTON FINANCIAL DATA SERVICES, Braintree, MA

2000 – 2006

(Financial Services Organization- a subsidiary of State Street Bank and DST Inc.)

Corporate Vice President – Global Technology

Delivered the solutions needed to keep the firm competitive and compliant with the current regulatory environment, created answers that improved firm's efficiency, quality and customer satisfaction.

Established an enterprise-wide Project Management Office which oversees project implementation

- Manages the overall I.T. project portfolio, is responsible for delivering all projects contained in the portfolio on time, and within budget, while meeting all corporate strategic requirements

Created an offshore business processing operation from scratch

- Visited India to evaluate firms, built implementation plan, wrote recommendation to Board
- Oversaw staffing and knowledge transfer, plus ensured technical requirements were addressed.
- Results demonstrated a savings of 60% compared to prior on-shore operation. This off-shore joint venture continues to grow, today about 30% of corporate transactions are processed by this division.

Directed a Consulting line of business

- Responsible for the technical design, architecture, integration and implementation of software; experts in the areas of computer imaging, business processing workflows and mutual fund transfer agency operations.

Designed the firm's telephone Call Center Software and consolidated Call Centers in three states

- Managed a new software application, although it was created for internal use and to gain efficiencies for Boston Financial it became a stand-alone product that has been sold to Mutual Fund firms in NYC, Boston, and Baltimore.
- This product allows the Call Center Representative to see all prior communication from the caller including: letters, emails, faxes, and previous telephone calls on one screen combined with a complete transaction history, plus present financial portfolios and net holding.

Managed new business Customer Service Team

- Responded to million dollar “Requests for Proposals”, generates pricing quotes and Statements of work.
- Serves as “pre and post technical sales support” for the corporation.
- New business has doubled over the past three years while support staff has grown only 15 percent.

Constructs the Company’s software release strategy

- Investigated computer hardware, desktops, software products, and enhancements
- Process includes the selection for clients of product, application development, integrated testing, managing customer relations, plus the creation of a timely deployment plan

Expert in the area of computer imaging and business workflow technologies

- Frequent conference speaker on Automated Workflow Distribution, process improvements, financial services, and Mutual Fund Transfer Agency processing.

PHOENIX HOME LIFE MUTUAL INSURANCE; Enfield, CT

1989 – 2000

Vice President – Information Technology

Directed the computing activities and all technical aspects concerning large scale, mid-tier and client/server equipment and systems. Implemented software development, local (LAN) and wide area data networks, Internet, imaging, system acceptance and databases, in addition to all system modifications and software programs.

- Delivered voice, data, video, Internet, and web services to the entire enterprise using a combination of a 170-node frame relay network, laser single mode fiber, virtual private networks (VPN), CISCO routers and fixed common carrier facilities, while reducing transmission costs from \$10.8 to \$3.1 million in two years.
- Implemented centralized LAN based Center-Vu telephone call management system for home office sites, improved performance by 63 percent in terms of call attendant, resolving the customer issues on the first call.
- Chief Negotiator with vendors and Project Manager for most Information Technology, multi-million dollar work tasks. This included applications integration, Internet, and key projects including e-Business implementation and incorporation.
- Project managed tasks for reinsurance and health plans provider involving multiple lines of business, and tight deliverables received bonuses and awards for excellent accomplishment on these projects.

Director – Data Center and Technical Services, 1989 – 1992

Managed \$50 million data center budget - provided leadership, support and direction to a staff of system programmers, and data center personnel.

AT&T CORPORATE HEADQUARTERS, Piscataway, NJ

1977 – 1989

General Manager AT&T Corp. Applications, 1981 – 1989

Oversaw analysis and review of existing application systems, development of new software systems using total system development methodologies, and programming support for Data Processing throughout the United States. Integrated the structure of PCs and mainframe linkages, performed strategic planning and the implementation of data communications based upon end-user requirements.

Manager Corporate Standards & Operating Procedures, 1980 – 1981

Project Director Treasury Department, Stock & Bond Division, 1978 – 1980

Developed, coded, tested, and installed many large-scale on-line application systems including Dividend, Tax, Abandoned Property, and printing of On-line Stock Certificates. Interfaced with Internal Revenue Service,

Corporate Board of Directors, Security and Exchange Committee and various State Government Controllers and Treasurers.

Member Programming Staff, 1977

EDUCATION

Rutgers Univ, Kings College, Fairleigh Dickenson, U Penn - Wharton School and holds a B.A, B.R.E, M.A, M.B.A degrees.

PROFESSIONAL AFFILIATIONS

Life Management Institute – Life Office Management Assoc., Inc.
National Association of Public Accountants

From: [Matt Swiesz](#)
To: [Karen Edwards](#)
Subject: Parks and Rec Appointment
Date: Wednesday, May 27, 2026 3:09:22 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.

Hi Karen,

Alan Pohli has submitted his application to be appointed to the P&R Committee. Alan also attended the most recent committee meeting where he introduced himself and his interest to join the committee. Alan also discussed the position and committee initiatives and goals with Rachel prior to attending the meeting. We feel Alan's finance and account background, along with his general interest in community recreation will make him a good fit for the P&R Committee as we work to accomplish a 1-3 year recreation strategic plan over the next year. As Chair of the P&R Committee, I recommend Alan's appointment.

--

Swiesz Family Chiropractic
603 329-5491

Hampstead Office Hours:
Mondays 7:30am-10:00am & 3pm-6pm
Tuesdays 7:30am-10:00am
Wednesdays 3pm-6:00pm
Thursdays 7:30am-10:00am & 3pm-6:00pm

Durham Hours:By Appointment Only



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AGENDA ITEM: **#11A**

DATE: **June 1, 2026**

COUNCIL COMMUNICATION

INITIATED BY: Todd Selig, Administrator

AGENDA ITEM: PRESENTATION BY ICE RINK MANAGER, BILL PAGE ON THE
2025-2026 SKATING SEASON

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Bill Page, Ice Rink Manger

AGENDA DESCRIPTION:

Administrator Selig requested that Bill Page, Ice Rink Manager, present an overview of the 2025-2026 skating season to the Town Council. Ice skating at the Town Landing ice rink began in 1973 and has been a staple of Durham the community for over 50 years now. Bill will also provide an update to the Council concerning efforts to plan for a possible rink expansion and improvements in the coming years.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No action required at this time. Receive presentation from Bill Page, Ice Rink Manager.



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www.ci.durham.nh.us

AGENDA ITEM: **#11B**
DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator

AGENDA ITEM: RECEIVE ANNUAL REPORT FROM THE HUMAN RIGHTS
COMMISSION – RICHARD BELSHAW, CHAIR

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Richard Belshaw, Chair, Human Rights Commission

AGENDA DESCRIPTION:

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

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

Richard Belshaw has been invited to attend Monday night's Town Council meeting to provide a brief update to Council members regarding the Human Rights Commission's current activities.

LEGAL AUTHORITY:

Section 11.1 (I) of the Durham Town Charter.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

No formal action required. Receive presentation from Human Rights Commission Chair, Richard Belshaw, and hold question and answer session if desired.



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

AGENDA ITEM: **#12A**

DATE: **June 1, 2026**

COUNCIL COMMUNICATION

INITIATED BY: David F. Emanuel, Fire Chief

AGENDA ITEM: PUBLIC HEARING AND POSSIBLE ADOPTION OF RESOLUTION #2026-07 TO ACCEPT AND EXPEND UNANTICIPATED GRANT FUNDS TOTALING UP TO \$25,000 FROM FY23 FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT TO BE USED AS REIMBURSEMENT TO THE TOWN OF DURHAM FOR TUITION AND OVERTIME WAGES PAID TO FIRE DEPARTMENT PERSONNEL TO ATTEND BLUE CARD INCIDENT COMMAND TRAINING PROGRAM

CC PREPARED BY: David F. Emanuel, Fire Chief
Kelley Fowler, Fire Department Administrative Assistant

PRESENTED BY: David F. Emanuel, Fire Chief

AGENDA DESCRIPTION:

The Durham Fire Department is a member of the Seacoast Fire Chief Officers' Mutual Aid District (SCFOMAD). SCFOMAD applied for and was awarded a FY23 Assistance to Firefighters Grant (AFG) EMW-2023-FG-08235 from the Federal Emergency Management Agency (FEMA) to support mutual aid district members in attending the Blue Card Incident Command Training & Certification Program. The Blue Card Incident Command Training Program is a combination of online and classroom instruction which defines best standard command practices and trains fire department members to make better fireground decisions, potentially eliminating dangerous mistakes that cause injury, death, and unnecessary fire losses.

The FY23 FEMA AFG awarded to SCFOMAD allows municipalities to receive reimbursement to cover the cost of course tuition and personnel overtime and/or backfill. Backfill is overtime paid to fire department personnel to cover a duty shift for

another member who is on-duty and receiving straight time to attend the training. The grant for this program does not allow for payment of fringe benefits.

On April 24, 2026, the Durham Fire Department submitted an initial reimbursement request to the City of Portsmouth as manager of the grant program, in the amount of \$14,391.63 for tuition costs and overtime for department personnel who have completed the program and anticipates submitting a supplemental request in an amount up to \$10,000 for personnel still in the process of completing the program. The amount that each municipality is ultimately awarded depends upon how many departments in the mutual aid district apply for reimbursement funding and the amount requested. The Durham Fire Department is waiting to learn the amount of the reimbursement funding allocation that the Town of Durham will be awarded.

At their meeting on May 18, 2026, the Town Council scheduled a Public Hearing on this item for their meeting of Monday, June 1, 2026. A Public Hearing notice was published in *Foster's/Seacoast Online* on Thursday, May 21, 2026. The notice was also posted at the Town Hall and on the Town Website, as well as at the Durham Public Library and Department of Public Works.

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 may be awarded funds of up to \$25,000 from the FY23 FEMA AFG awarded to the Seacoast Chief Fire Officers Mutual Aid District to be used as reimbursement to the Town of Durham to cover the cost of tuition and overtime costs for fire department personnel to attend Blue Card Incident Command Program training.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION #1:

The Durham Town Council does hereby OPEN the Public Hearing on Resolution #2026-07 to Accept and Expend Unanticipated Grant Funds Totaling Up To \$25,000 From FY23 Federal Emergency Management Agency Assistance to Firefighters Grant To Be Used as Reimbursement to the Town of Durham for Tuition and Overtime Wages Paid to Fire Department Personnel to Attend Blue Card Incident Command Training Program.

MOTION #2:

The Durham Town Council does hereby CLOSE the Public Hearing on Resolution #2026-07 to Accept and Expend Unanticipated Grant Funds Totaling Up To \$25,000 From FY23 Federal Emergency Management Agency Assistance to Firefighters Grant To Be Used as Reimbursement to the Town of Durham for Tuition and Overtime Wages Paid to Fire Department Personnel to Attend Blue Card Incident Command Training Program.

MOTION #3:

The Durham Town Council does hereby ADOPT Resolution #2026-07 to Accept and Expend Unanticipated Grant Funds Totaling Up To \$25,000 From FY23 Federal Emergency Management Agency Assistance to Firefighters Grant To Be Used as Reimbursement to the Town of Durham for Tuition and Overtime Wages Paid to Fire Department Personnel to Attend Blue Card Incident Command Training Program.

RESOLUTION #2026-07 OF DURHAM, NEW HAMPSHIRE

AUTHORIZING THE ACCEPTANCE AND EXPENDITURE IN AN AMOUNT UP TO \$25,000 FROM A FY23 FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT AS REIMBURSEMENT TO THE TOWN OF DURHAM FOR TUITION AND OVERTIME COSTS FOR FIRE DEPARTMENT PERSONNEL TO ATTEND BLUE CARD INCIDENT COMMAND TRAINING

WHEREAS, the Durham Fire Department is a member of the Seacoast Chief Fire Officers Mutual Aid District (SCFOMAD); and

WHEREAS, SCFOMAD applied for and was awarded FY23 Assistance to Firefighters Grant (AFG) EMW-2023-FG-08235 from the Federal Emergency Management Agency (FEMA) to support mutual aid district members in attending the Blue Card Incident Command Training & Certification Program. The Blue Card Incident Command Training Program is a combination of online and classroom instruction which defines best standard command practices and trains fire department members to make better fireground decisions, potentially eliminating dangerous mistakes that cause injury, death, and unnecessary fire losses; and

WHEREAS, the FY23 FEMA AFG awarded to SCFOMAD allows municipalities to receive reimbursement to cover the cost of course tuition and personnel overtime and/or backfill for the Blue Card Incident Command Training Program; and

WHEREAS, the amount that each municipality is ultimately awarded depends upon how many departments in the mutual aid district apply for reimbursement funding and how many department members complete the program. The request for reimbursement is on a first-come, first-served basis; and

WHEREAS, seven (7) Durham fire department personnel have completed the program to date, and several other members are in the process of completing the program; and

WHEREAS, on April 24, 2026, the Durham Fire Department submitted an initial reimbursement request to the City of Portsmouth as the manager of the grant

program, in the amount of \$14,391.63 for tuition costs and overtime for personnel that have completed the program, and anticipates submitting a supplemental request in an amount up to \$10,000 for personnel still in the process of completing the program; and

WHEREAS, on July 12, 1999, the Durham Town Council approved Resolution #99-19 adopting the provisions of RSA 31:95-b authorizing the Town Council to apply for, accept, and expend unanticipated funds from a federal, state, or other governmental unit or a private source which becomes available during the Fiscal Year; and

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

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

WHEREAS, in accordance with RSA 31:95-b, a duly posted Public Hearing was held by the Durham Town Council on Monday, June 1, 2026, for acceptance of unanticipated FEMA AFG funding in an amount up to \$25,000 for tuition costs and overtime for fire department members to attend Blue Card Incident Command Training,

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby adopt **Resolution #2026-07** authorizing the acceptance and expenditure of up to \$25,000 in FY23 Assistance to Firefighters Grant funds from the Federal Emergency Management Agency as reimbursement to the Town of Durham to cover the cost of tuition and overtime costs for fire department personnel to attend Blue Card Incident Command Program training.

PASSED AND ADOPTED this _____ day of **June, 2026** by a majority vote of the Durham Town Council with ___ voting in favor, ___ voting against, and abstaining.

Joe Friedman, Chair
Durham Town Council

ATTEST:

Rachel Deane, Town Clerk-Tax Collector



TOWN OF DURHAM

8 Newmarket Road
Durham, NH 03824
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Fax: 603-868-1858
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AGENDA ITEM: **#12B**

DATE: **June 1, 2026**

COUNCIL COMMUNICATION

INITIATED BY: Durham Town Council

AGENDA ITEM: CONTINUED DISCUSSION AND POSSIBLE ADOPTION OF TOWN COUNCIL GOALS FOR FY 2026/27

CC PREPARED BY: Karen Edwards, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

At the April 6, 2026 Town Council meeting, Council members began discussing the process for the development of goals for the upcoming year. At the April 20, 2026 Town Council meeting, the Council was presented with documents with Department Head goals, Boards/Commissions/Committee goals and proposed Council goals from individual Councilors.

After the May 4, 2026 meeting, Administrator Selig worked to streamline what the Council discussed into a document that captured Councilor suggestions while improving clarity and readability eliminating duplication. For this meeting he has refined the goals again based on the discussion at the May 18 meeting.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

N/A

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby adopt the Council goals for FY 2026/27.

Town Council Goals 2026-2027
Revised Working Draft – ~~65~~/14/26
(Based on 5/~~184~~/26 Town Council Discussion)

Mission

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

Core Values

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

Purpose and Use of Council Goals

Town Council Goals are intended to reflect the consensus of the Council regarding what it should strive to accomplish over the course of its one-year session. Some goals are continuous from year to year and provide ongoing general direction, while others are more specific and respond to evolving or emerging needs of the community and its residents.

Although the goals are adopted by the Council, responsibility for achieving them is, by the nature of the Town Charter and organizational structure, shared with the Administrator, departments, and committees. The goals also provide a framework for the Council to review its progress over the year and to hold itself accountable to the public, and, insofar as certain objectives are a shared responsibility with the Administration, they may also serve as one measure of assessing the Administration's effectiveness.

Goal 1 - Facilitate optimal functioning of Town government through continuous improvement, new efficiencies, and waste reductions, ~~and regional collaboration~~.

- A. Assess and mitigate both cybersecurity and fraud risks using technology and robust internal procedures.
- B. ~~Seek to identify~~ educational opportunities for the Council, such as presentations from the fire, police, and public works departments concerning their operations and programs, the working of the NH Municipal Bank, fire/EMS response protocols and mutual aid coverage, etc., that will help it more effectively carry out its responsibilities, ~~and draw on appropriate internal and external resources to provide these educational programs.~~
- C. Encourage all Town boards, committees, commissions, and Durham's legislative delegation to become familiar with and align their efforts with the Council goals, actively collaborate and communicate with each other, and communicate with the community at large.
- ~~D. Ensure orderly and fair elections in 2026 and 2027, considering recent state law changes, by proactively assessing the Town's readiness to comply with state and federal election~~

~~requirements and determining what public education is needed to explain any new requirements or procedures.~~

Goal 2 - Pursue long-term economic strength and resiliency, anticipating the community's, the region's, and the nation's economic characteristics, challenges, and opportunities.

- A. The Council, Administrator, local Boards, and Departments will work collaboratively to broaden and diversify Durham's tax base over the long-term in order to maintain a stable municipal tax rate. This includes promoting taxable business development in the commercial core and in other commercial zones, guided by smart growth principles consistent with the Master Plan.
- B. The FY2027 budget goal is to both hold the municipal tax rate at the FY2026 rate of \$5.89 and to keep total expenses excluding principal payments, interest payments, overlays and exemptions at \$20.2M or less. The \$20.2M expense goal may be exceeded if there is unexpected offsetting revenue for the matching expense as occurs, for example, when the town is awarded a state or federal grant for a project.
- C. Partner and support UNH on development projects at The Edge at West End and potentially within the Commercial Core.
- D. Manage spending and reserve levels prudently, increase non-tax revenues and external grant funding where possible, and make the strategic personnel and capital decisions necessary to provide for the ongoing cost-effective delivery of high-quality services within the available budget appropriation.
- ~~E. Gather budget and relevant information from other New Hampshire towns of comparable population and complexity to use for comparative analysis.~~

~~F. E. Expand the Administrator's budget message, which is currently comprised of personnel, budget, and vehicle comparisons, the fiscal forecast, and the expense summary, to include easily understood graphics that assist residents in better understanding the high level budget data, tax rate, and fiscal outlook. Modernize the budget packet, highlighting projected future municipal tax rates for at least the next five years, including an understandable explanation of the overall outlook, impact, and primary drivers; an introductory breakdown of property tax bill components and other high-level data; and projected Town, School, and County tax rate implications based on available information, to improve resident understanding of programs provided for dollars expended. Consider using formats such as Portsmouth, New Hampshire's "Popular Annual Financial Report" as inspiration for future budget presentations.~~

~~G.F.~~ Increase connection and collaboration between the Town and local businesses to help foster a supportive and beneficial atmosphere to increase the desirability ~~and viability~~ of downtown Durham.

~~H.G.~~ ~~Work to revitalize~~Continue to improve Durham's commercial core and adjacent zones ~~neighborhoods~~ in ways that protect ~~its their~~ character, enhance ~~the the~~ sense of community, better provide for the needs of residents and businesses, strengthen the fiscal health of the Town and UNH, and align with the Master Plan.

Goal 3- Pursue long-term environmental sustainability and resiliency, considering existing and predicted impacts of climate change on drinking water, wastewater, stormwater, agriculture, food, society, transportation, ecology, solid waste, and economy.

- A. Work toward continued Town-wide reductions in solid waste generation.
- B. Support pedestrian, public, and transportation alternatives to the automobile, and continue taking steps to address downtown multi-modal transportation options.
- C. Encourage and enable local and residential food production, preservation, and storage, while protecting existing farming businesses and infrastructure, through policies that reduce or remove barriers to local food production, consumption, and promote the expansion of community gardens.
- D. Encourage Town committees, departments, and especially the broader community to pursue strategies that support the Town's 2025–2030 Climate Action Plan, and, in collaboration with the Town Clerk, Assessing, and Building Department offices, systematically track local trends in electric vehicle registrations, heat pump installations, and similar measures within the built environment.

~~E. Complete removal of the historic head-of-tide Mill Pond Dam on the Oyster River to address structural deficiencies and restore water quality and aquatic habitat.~~

~~F. Complete budgeted phases of the Madbury Road Complete Streets project following water/wastewater line replacement work in order to restore base roadway structure, foster speed calming, walkability, bikeability, and mass transit.~~

~~G. Complete Phase II of the shoreline restoration project at Wagon Hill Farm to counter the impacts of climate change and preserve the property for enjoyment by future generations.~~

Goal 4 - Pursue long-term social resiliency and quality of life in Durham intended to strengthen the community in a welcoming and inclusive manner.

A. Continue to develop and adopt ordinance and policy changes that increase the availability of a full range of appropriately located housing options, recognizing that housing type, density, and location directly affect the municipal tax base, demands on water and wastewater infrastructure, and ultimately what residents pay in property taxes. Prioritize market-rate and other housing that fits within existing neighborhoods served by Town water and wastewater, preferably in or near the commercial core, in ways that are consistent with the Master Plan and that protect the integrity and character of Durham's traditional neighborhoods, ~~while reviewing and adjusting zoning and regulations that unnecessarily inhibit such development.~~

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

~~B.~~ Support the recreational, educational, and social needs of residents through Parks and Recreation, Durham Public Library, and related programming including the celebration of Durham's rich history through the work of Durham's Historic District Commission and Heritage Commission.

~~D.C.~~ Strive for residents, board members, and staff to feel heard and respected and for healthy debate at public meetings.

~~E.D.~~ Enhance residents' understanding of Town government through active communication, outreach, and education about Town operations, so that community members are informed and prepared to engage in public decision-making, ~~including through additional communication tools, possible topical public forums, and online surveys as necessary to gather input on Town matters.~~

Goal 5 - 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 collaboration between the UNH administration ~~to collaborate with and~~ Durham's Administrator on decisions and planning that affect the university, the town, local businesses, and residents.

B. Encourage collaboration with UNH to actively promote the university's athletic, cultural, social, health and fitness, recreational, and educational programs to Durham residents.

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

D. Collaborate with UNH and businesses in support of a vibrant downtown given changing university demographics.

~~E. Coordinate with UNH for the long term future location of the Durham Fire Station and prioritize short term fire station improvements within the Capital Improvement Plan (CIP).~~

Goal 6- Lead efforts to promote inter-governmental awareness and collaboration on issues of mutual interest and concern.

~~A. Establish working relationships with neighboring municipal officials to foster a timely and collaborative regional network.~~

~~B.A.~~ Establish regular, meaningful communication between the Town of Durham, the Oyster River Cooperative School District, and Strafford County to discuss future strategic plans, objectives of common interest, the scope and timing of major capital projects, and their combined impact on taxpayers' total tax bill. At a minimum, invite the ORCSD Superintendent and School Board Chair to attend ~~2-3~~two Council meetings per year and the County Administrator and County Commission Chair to attend ~~1-2 times~~once per year, with at least one meeting in each case specifically focused on budget preparation and projections.

~~B.B.~~ Proactively prepare for an active and coordinated response to both potential and approved federal and state legal, policy, or economic actions that materially impact the Town, particularly those affecting human rights or the well-being of community members and employees. Work swiftly, in collaboration with the Town's legislative delegation, UNH, and other relevant partners, to protect essential operations, community services, and the safety and rights of the Durham community, and to oppose efforts that undermine local authority and control. When appropriate, issue clear and timely statements or resolutions to articulate the Town's position and concerns.

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



TOWN OF DURHAM

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AGENDA ITEM: **#14**

DATE: June 1, 2026

COUNCIL COMMUNICATION

INITIATED BY: Planning Board

AGENDA ITEM: DISCUSSION AND POSSIBLE FIRST READING ON ORDINANCE #2026-05 AMENDING CHAPTER 175, "ZONING," ARTICLE II, "DEFINITIONS," ARTICLE XII, "BASE ZONING DISTRICTS," SECTION 175-42, "CENTRAL BUSINESS-1 DISTRICT AND CENTRAL BUSINESS-2 DISTRICT," ARTICLE XII.1, "USE AND DIMENSIONAL STANDARDS," SECTION 175-53, "TABLE OF LAND USES," AND SECTION 175-54, "TABLE OF DIMENSIONAL STANDARDS, OF THE TOWN CODE TO INCREASE THE HEIGHT LIMIT IN A SECTION OF THE CENTRAL BUSINESS-1 DISTRICT TO 5 STORIES AND 60 FEET, TO LIMIT THE AMOUNT OF REQUIRED OFFICE/RETAIL TO A DEPTH OF 50 FEET, TO ALLOW FIRST FLOOR STRUCTURED PARKING BEHIND OFFICE/RETAIL USES, AND TO CHANGE SEVERAL DEFINITIONS. THE PUBLIC HEARING CAN BE SET FOR MONDAY, JUNE 15, 2026.

CC PREPARED BY: Michael Behrendt, Town Planner

PRESENTED BY: Michael Behrendt, Town Planner
Paul Rasmussen, Planning Board Chair

AGENDA DESCRIPTION:

On February 16, the Town Council adopted an amendment initiated by the Planning Board to change the height limit of buildings in all of Central Business-1 to 4 stories and 50 feet. The height limit in the westerly part of CB-1 had been 4 stories by right plus 5 stories by conditional use prior to that amendment. There is a desire to re-establish a section of CB-1 in an area to the west of Jenkins Court with a 5 story and 60-foot limit in order to encourage development.

This ordinance will establish that height limit for 6 lots including Map 106 Lot 57 and Lots 59 through 63. A map showing the affected area is shown on the bottom. Prior to the February 16 amendment, the allowance for a 5th story by conditional use also included these required setbacks in order to mitigate the impact of a five-story building. This provision was removed with the amendment since a fifth story was no longer allowed.

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 three stories (Section 175-42 B. 8. and 9., or as those subsections may be renumbered in the future).*

At its meeting on April 20, the Town Council voted to request that the Planning Board incorporate these setbacks into the new ordinance establishing a fifth story. The Planning Board deliberated the request from the Town Council but decided that it would be better to incorporate the setbacks into the Architectural Regulations instead of the Zoning Ordinance. The board thought the regulations were a better location because the regulations are specifically oriented toward design. Recognizing the importance of the setbacks, the board decided to seek to make this one change to Architectural Regulations immediately. The board discussed an amendment on April 29 and will likely set a public hearing for prospective adoption on May 14. Changes to the regulations are adopted by the Planning Board following a public hearing. Note that the proposed amendment does not include the 25-foot setback above because the three-story section where it would apply has been removed from the zoning ordinance.

Please see the pertinent documents related to the amendment here:

https://www.ci.durham.nh.us/boc_planning/central-business-1-district-5-stories-and-60-feet-one-section.

You can see pertinent documents related to the Architectural Regulations, including the proposed amendment for the fifth-story setbacks, here:

https://www.ci.durham.nh.us/boc_planning/architecture-design-standards

Incorporating the 5th story setbacks would be mandatory (stated as “shall”) in the Architectural Regulations. The Planning Board can grant waivers under the regulations for good cause but the board is very diligent in considering any request for a waiver.

At the meeting of May 4, 2026, the Town Council decided not to do a First Reading on this Ordinance, preferring to wait and see how the PB integrated the requested 5th story setbacks first. At the May 13, 2026 Planning Board meeting, the Board approved a change to the **Architectural Regulations** as follows:

8) *Fifth Story Setbacks.* *When a building contains five stories, the fifth story shall be set back from the first floor of the building as follows:*

a) *On lots that abut Main Street the 5th story shall be set back by at least 20 feet. This requirement applies to any side of the building that forms an angle of 45 degrees or less with Main Street.*

b) *by at least 10 feet where the building faces any other public street and the lot abuts that street (This setback applies specifically to whichever elevation faces the public street – front, side, or rear).*

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:

MOTION:

The Durham Town Council hereby approves on First Reading Ordinance #2026-05 Amending Chapter 175, "Zoning," Article II, "Definitions," Article XII, "Base Zoning Districts," Section 175-42, "Central Business-1 District and Central Business-2 District," Article XII.1, "Use and Dimensional Standards," Section 175-53, "Table of Land uses," and Section 175-54, "Table of Dimensional Standards, of the Town Code to increase the height limit in a section of the Central Business-1 District to 5 stories and 60 feet, to limit the amount of required office/retail to a depth of 50 feet, to allow first floor structured parking behind office/retail uses, and to change several definitions, and sets the Public Hearing for Monday, June 15, 2026.

Area Proposed for Zoning Amendment



CB-1 and CB-2 Zoning Districts



ORDINANCE #2026-05 OF DURHAM, NEW HAMPSHIRE

AMENDING CHAPTER 175, "ZONING," ARTICLE II, "DEFINITIONS," ARTICLE XII, "BASE ZONING DISTRICTS," SECTION 175-42, "CENTRAL BUSINESS-1 DISTRICT AND CENTRAL BUSINESS-2 DISTRICT," ARTICLE XII.1, "USE AND DIMENSIONAL STANDARDS," SECTION 175-53, "TABLE OF LAND USES," AND SECTION 175-54, "TABLE OF DIMENSIONAL STANDARDS, OF THE TOWN CODE TO INCREASE THE HEIGHT LIMIT IN A SECTION OF THE CENTRAL BUSINESS-1 DISTRICT TO 5 STORIES AND 60 FEET, TO LIMIT THE AMOUNT OF REQUIRED OFFICE/RETAIL TO A DEPTH OF 50 FEET, TO ALLOW FIRST FLOOR STRUCTURED PARKING BEHIND OFFICE/RETAIL USES, AND TO CHANGE SEVERAL DEFINITIONS.

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

WHEREAS, increasing the height limit in a carefully selected area to five stories is expected to provide an incentive to developers to build downtown; and

WHEREAS, the allowed height in much of the Central Business-1 District had been 5 stories by conditional use and it is appropriate to once again allow 5 stories in a carefully selected area of the downtown; and

WHEREAS, allowing limited structured parking on the first floor of buildings can facilitate accommodating tenants of all ages who would likely need parking for a car, while screening the parking from the street with office/retail uses fronting the street; and

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

WHEREAS, the Town of Durham has a strong and detailed set of Architectural Regulations used to promote high quality design and to mitigate the sense of height where appropriate; and

WHEREAS, the Planning Board voted to initiate this amendment following a duly-noticed Public Hearing; and

WHEREAS, the Town Council voted to adopt this ordinance following a duly-noticed Public Hearing.

NOW, THEREFORE BE IT RESOLVED, that the Town of Durham, through the Durham Town Council, the governing body of the Town of Durham, New Hampshire, hereby adopts Ordinance #2026-05 and does hereby amend Chapter 175, Zoning, as indicated below.

New text to be added is shown like this

Existing text to be deleted is shown like this

➤ Specific directions for changes are shown like this.

[Comments, not part of the amendment, are shown like this.]

❖ **ARTICLE II – DEFINITIONS**

175-7. Definitions

~~MIXED USE WITH RESIDENTIAL (Office/Retail down, Multi-unit Residential Up) – A building in which the first floor is used for office/retail uses and the upper floor(s) is used, in whole or in part, for multi-unit residential use. See alternate allowed options for this use specified in Section 175-42 in the Central Business District.~~

MIXED USE WITH RESIDENTIAL – A building with both office/retail (See definition) and multi-unit residential uses.

OFFICE/RETAIL – For the land uses Mixed Use with Residential, or any other mixed use that includes office/retail uses, “office/retail” includes retail sales, personal and business services, offices, restaurants, and other comparable commercial uses such as public, institutional, research, and industrial which are allowed in the zoning district. “Office/Retail” for this purpose does not include parking (**except where otherwise specifically allowed**), storage uses, utility uses where there is minimal flow of people in and out of the building, nor uses that are accessory to the residential use in the building (such as laundry, bicycle storage, and exercise rooms).

❖ **ARTICLE XII - BASE ZONING DISTRICTS**

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

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~~ Number of Stories and Building Height – ~~The~~ In the Central Business-1 District the maximum number of permitted stories is 4 and the maximum permitted building height is 50 feet.

However, within the Central Business-1 District, on Map 106, Lot 57 and Lots 59 through 63, the maximum number of permitted stories is 5 and the maximum permitted building height is 60 feet. (Should the numbering or configuration of these lots change in the future, this provision shall continue to apply to the specific area encompassed by these six lots at the time of adoption of this amendment.)

[See map at the end showing affected area.]

In the Central Business-2 District the maximum number of permitted stories is 3 and the maximum permitted building height is 30 feet.

7. Required office/retail uses (See definition) and other uses in 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, four, or five story building. The following provisions apply: ~~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.~~

i. Office/retail uses may be located anywhere on any floor in the building.

ii. Where the building fronts on a public street, including the frontage on both sides on corner lots, the first floor of the portion(s) of the building facing the street(s) must be office/retail to a depth of at least 50 feet.

iii. Parking may be situated on the first floor of the building beyond where office/retail uses are required (See ii., above). The Planning Board shall determine the most appropriate location for access into the parking area as part of Site Plan Review (which could include direct access from a public street at the board's discretion).

~~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.~~

~~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. 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**

175-53. Table of Land Uses.

II. AGRICULTURAL USES

- Change all footnotes ² to ¹
- Change all footnotes ³ to ²

[Footnote 1, below, is being deleted so the other footnote numbers need to be changed.]

VII. COMMERCIAL & INDUSTRY USES

Principal Uses

Mixed Use with residential

(office/retail – multi-unit residential)

~~(office/retail down, multi-unit residential up) (See Note 1)~~

Notes

~~1. For the use “Mixed-use with residential (office/retail-down, multi-unit residential up),” see the definition. The layout of uses within the building or lot may also be specified by zone in Article XII, including some flexibility allowed by conditional use in the Central Business District under Development Standards~~

~~1. 2.~~ The use is permitted only on lots of 3 acres or greater. Roosters are permitted only in the Rural District.

~~2. 3.~~ In the Central Business District the use is permitted only on rooftops.

❖ **ARTICLE XII.1 – USE AND DIMENSIONAL STANDARDS**

175-54. Table of Dimensions

TABLE 175-54 TABLE OF DIMENSIONS

STANDARD	Central Business 1	Central Business 2	Professional Office (PO)	Church Hill (CH)	Courthouse (C)	Coe’s Corner (CC)
Minimum Front Setback in Feet - Minor Street ¹ - Collector Street - Arterial Street	None – except per Note 5	None – except per Note 5	30 30 50	15 15 15	15 15 15	30 30 50
Minimum Side Setback⁴ in Feet	NA	NA	15	5	10	15
Minimum Rear Setback⁴ in Feet	NA	NA	20	15	15	20
Minimum Shoreland Shore frontage in Feet						
Maximum Permitted Building Height in Feet	50 and 60 See Note 7	30 See Note 7	30	30	30	30
Maximum Permitted Building Height in Feet by Special Exception in the Four Residential Zones and by Conditional Use in Other Zones.	N/A	50 N/A	35	35	35	35
Maximum Impervious Surface Ratio	100%	100%	50%	80%	80%	30%

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. ~~The maximum number of stories in the Central Business-1 District is four.~~ **The maximum building height in CB-1 is 50 feet. However, the maximum building height is 60 feet in the limited area in CB-1 delineated in Section 175-42. C. 6. The maximum number of stories in CB-1 and CB-2 is given in Section 175-42. C. 6.**

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

[The map on the next page is shown for information only. The map is not part of the ordinance. The six affected lots are shown inside the red polygon.]

