



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

May 15, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Durham (VC#177383-B001), in the total amount of \$427,612.49 to complete their emergency generator project. Effective upon Governor and Council approval through September 18, 2025. 100% Federal Funds.

02-23-23-236010-43930000 - Dept. of Safety – HSEM - Legislative Directed PDM Program - SFY 2023
072-500574 Grants to Local Gov't - Federal \$427,612.49
Activity Code: 23PDM22 4393

EXPLANATION

The purpose of this grant is for the Town of Durham to fund the replacement of four (4) backup generators in the Town of Durham, New Hampshire to allow for the uninterrupted operation of the University of New Hampshire's water system and other critical facilities during power outages and emergency conditions. The grant listed above is funded from the Legislative Pre-Disaster Mitigation Grant Program (LPDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The LPDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides LPDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Legislative Pre-Disaster Mitigation Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B and C to their grant agreement.

There are no General Funds required with this request. In the event that LPDM funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

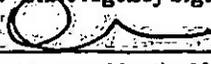
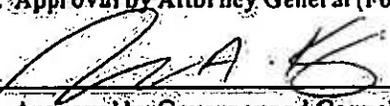
Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Durham (177383-B001)		1.4. Subrecipient Address 8 Newmarket Rd Durham, NH 03824	
1.5 Subrecipient Tel. # 603-868-5571	1.6. Account Number AU #43930000	1.7. Completion Date September 18, 2025	1.8. Grant Limitation \$427,612.49
1.9. Grant Officer for State Agency Natasha Cole, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4243	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1  Todd I. Selig Administrator		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2 Town of Durham 8 Newmarket Road Durham, NH 03824		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By:  On: 5/11/23		1.14. Name & Title of State Agency Signor(s) Edyta J. Domian Deputy Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 11			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 5/13/23			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 11			

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

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

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

Date: 4/20/23

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

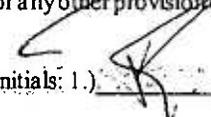
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

Subrecipient Initials: 1.)  2.) _____

3.) _____ Date: 4/2/23

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

14. INSURANCE.

Subrecipient Initials: 1.) [Signature] 2.) [Signature]

3.) [Signature] Date: 4/20/23

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Subrecipient Initials: 1.) [Signature] 2.) [Signature]

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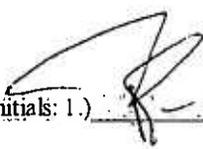
Date: 4/2/03

EXHIBIT A

Special Provisions

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

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

Subrecipient Initials: 1.) 

2.) _____

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Date: 

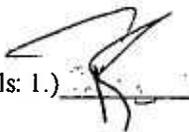
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EXHIBIT B

Scope of Services

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

Subrecipient Initials: 1.)



2.)

3.)

Date: 4/28/23

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

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

2. PAYMENT SCHEDULE

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

Subrecipient Initials: 1.) 

2.) _____

3.) _____

Date: 4/20/23

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D-R-A-F-T

DURHAM TOWN COUNCIL
MONDAY, APRIL 17, 2023
DURHAM TOWN HALL - COUNCIL CHAMBERS
7:00 PM

MEMBERS PRESENT: Councilor Joe Friedman, Councilor Emily Friedrichs (refers to herself as Ze/Zir or Mx. Friedrichs), Councilor Eric Lund, Chair Sally Needell, Chair Pro Tem James (Jim) Lawson, Councilor Wayne Burton, Councilor Carden Welsh (participating via Zoom at 7:01 PM), Councilor Charles (Chuck) Hotchkiss

MEMBERS ABSENT: Councilor Eleanor Lonske

OTHERS PRESENT: Administrator Todd Selig; Director of Public Works Richard Reine (via Zoom); Town Engineer April Talon (via Zoom)

I. Call to Order

Chair Needell called the meeting to order at 7:00 PM.

II. Town Council grants permission for fewer than a majority of Councilors to participate remotely

III. Roll Call of Members

Chair Needell asked that Councilors, in addition to stating their names, also state if they grant permission for Councilor Welsh to participate in the meeting via Zoom.

Councilor Friedman—Yes, Councilor Friedrichs— Yes, Councilor Lund— Yes, Chair Needell— Yes, Chair Pro Tem Lawson— Yes, Councilor Burton— Yes, Councilor Hotchkiss—Yes

IV. Approval of Agenda

Councilor Welsh joined the meeting at this time via Zoom (7:01 PM).

Chair Pro Tem Lawson MOVED approval of the Town Council agenda as presented. The motion was SECONDED by Councilor Lund and PASSED unanimously, 8-0, on a roll call vote: Councilor Welsh—Aye, Councilor Friedman—Aye, Councilor Friedrichs—Aye, Councilor Lund—Aye, Chair Needell—Aye, Chair Pro Tem Lawson—Aye, Councilor Burton—Aye, Councilor Hotchkiss—Aye

V. Special Announcements

- A. Resolution #2023-08 Recognizing Outgoing Boards/Committees/
Commissions Volunteers for their dedicated services to the Town of Durham

1 Chair Needell read Resolution #2023-08 for members of the public that were present
2 and for those watching via DCAT, Channel 22.

3
4 ***Councilor Lund MOVED that the Durham Town Council does hereby ADOPT***
5 ***Resolution #2023-08 Recognizing Outgoing Boards/Committees/***
6 ***Commissions Volunteers for their dedicated services to the Town of Durham. The motion***
7 ***was SECONDED by Councilor Hotchkiss and PASSED unanimously, 8-0, on a roll call***
8 ***vote: Councilor Welsh—Aye, Councilor Friedman—Aye, Councilor Friedrichs— Aye,***
9 ***Councilor Lund— Aye, Chair Needell— Aye, Chair Pro Tem Lawson—Aye, Councilor***
10 ***Burton— Aye, Councilor Hotchkiss—Aye***

- 11
12 B. Resolution #2023-09 Recognizing Administrative Assistant Jennie Berry for her
13 Dedicated Service Upon her Retirement After Serving 33 Years with the Town of
14 Durham

15
16 Chair Needell read Resolution #2023-09 for members of the public that were present
17 and for those watching via DCAT, Channel 22. She then invited Ms. Berry to the
18 podium where she read and presented a Certificate of Appreciation to Ms. Berry for
19 her 33 years of service with the Town.

20
21 Ms. Berry said it was her pleasure and honor to have worked with the many Town
22 Councilors, Town board, commission, and committee members, and Town staff, as
23 well as serving the citizens of Durham throughout her tenure.

24
25 ***Chair Pro Tem Lawson MOVED that the Durham Town Council does hereby***
26 ***ADOPT Resolution #2023-09 Recognizing Administrative Assistant Jennie Berry***
27 ***for her Dedicated Service Upon her Retirement After Serving 33 Years with the***
28 ***Town of Durham, The motion was SECONDED by Councilor Friedrichs and***
29 ***PASSED unanimously, 8-0, on a roll call vote: Councilor Welsh—Aye, Councilor***
30 ***Friedman—Aye, Councilor Friedrichs— Aye, Councilor Lund—Aye, Chair***
31 ***Needell—Aye, Chair Pro Tem Lawson—Aye, Councilor Burton—Aye, Councilor***
32 ***Hotchkiss—Aye***

33
34 **VI. Public Comments (*) – Please state your name and address before speaking**

35
36 **William Hall, Smith Park Lane**, explained to Councilors how the northern connector
37 would be configured if it were built and indicated it would relieve traffic on many of
38 Durham's streets.

39
40 **VII. Approval of Minutes – April 3, 2023**

41
42 Councilor Friedrichs said that she believed it was Councilor Lund, not Councilor Welsh, that
43 first noted there was a meeting scheduled on Martin Luther King, Jr. Day and Councilor
44 Welsh clarified that Juneteenth is now a national holiday.

45
46 Councilors Lund and Welsh concurred with Councilor Friedrichs' amendment.
47

1 Councilor Friedrichs noted that the Council confirmed appointments to the various Town
2 boards, commissions, and committees before deciding which Council members would be
3 appointed as representatives to which boards. She wondered if there was any concern as she
4 had not officially resigned her term on the Planning Board, which may have caused there to
5 be too many regular members at the time.

6
7 No concerns from other Councilors were raised. Chair Needell said Councilor Friedrichs’
8 observation will be reflected during next year’s annual appointment process.

9
10 Chair Needell asked that the following be included in the minutes with Craig Seymour’s
11 comments under agenda item #VII.B: “*Craig Seymour encouraged Town Councilors and*
12 *others to continue to ask Town residents to volunteer for something. He stated that we need*
13 *to get more citizens involved in running their government and running of their own Town.*”

14
15 ***Chair Pro Tem Lawson MOVED to APPROVE the Town Council meeting minutes of***
16 ***April 3, 2023, as amended by Councilor Friedrichs and Chair Needell. The motion was***
17 ***SECONDED by Councilor Hotchkiss and PASSED unanimously, 8-0, on a roll call vote:***
18 ***Councilor Welsh—Aye, Councilor Friedman—Aye, Councilor Friedrichs— Aye,***
19 ***Councilor Lund— Aye, Chair Needell— Aye, Chair Pro Tem Lawson—Aye, Councilor***
20 ***Burton— Aye, Councilor Hotchkiss—Aye***

21 22 VIII. Councilor and Administrator Roundtable

23 24 Councilor Hotchkiss – Housing Task Force

- 25 - The Housing Task Force met on April 10, 2023. He reported on three items:
- 26 1) Considerable discussion was held on the “Edge” proposal by UNH on its property at the
27 west end of campus. The Task Force believes it is important for the Town to coordinate
28 with UNH on that proposal to ensure that the Town’s regulations are set up in a way to
29 assist UNH and the Town to fulfill both their hopes for the development of that property.
 - 30 2) Reviewed the Scope of Work for the proposal from RKG Associates for a housing
31 analysis for which the Town now has funding in place.
 - 32 3) Discussed soliciting information from members of the public regarding their attitudes
33 about housing and housing issues in Durham. One requirement as part of the funding
34 received is that the Town must go beyond a single public forum in terms of eliciting
35 input from citizens and the Task Force will be deciding how best to achieve that over the
36 next few months.

37 38 Councilor Burton

- 39 - Councilor Burton said he wanted to clarify that in 1986, Madbury Road came close to being
40 dead ended. A plan was submitted to the NH legislature and passed by House Transportation
41 to build an east/west highway from Concord to Portsmouth. He said one can see the
42 beginning of that highway on Route 393 coming out of Concord. It was going to divide
43 Durham in half. It was a toll road so a toll would have to be paid to get from Concord to
44 Durham. He said if one travels down Edgewood Road Extension onto Emerson Road, they
45 will see where the access road is. It goes into the woods and there is now a small housing
46 development. Councilor Burton said it was very difficult to get that plan. He noted that
47 Representative Chamberlin from Durham sponsored the bill. A public hearing was held at

1 the Oyster River High School with 200 people from Durham in attendance. Councilor
2 Burton said the project would have filled in the north side of Little Bay and would have
3 blocked the view from the hill. He said it was barely stopped from being built. He worked
4 with Representative Chamberlin to take the money that had been allocated for the road to be
5 put toward Route 101 where it was needed. He said highways are needed where economic
6 development is wanted. He said at that time they needed the highway in Rochester and
7 Somersworth and points south of Durham. It was not needed in Durham.

8
9 Councilor Burton – Strafford Regional Planning Commission MPO Policy Committee

- 10 - The SRPC is scheduled to meet on Friday, April 19th. Included on its agenda are:
11 Approval of the Coordinated Transportation Plan and approval of the 2024-25 Unified
12 Planning Program, which are both important plans for Durham and the surrounding
13 communities.
14 - Councilor Burton provided historical information regarding slavery that existed in Durham
15 slave owners in Durham in 1767. At that time, there were 32 slaves in Durham. There was a
16 major effort to emancipate slaves in Durham and in New Hampshire, which was led by 118
17 Durham women. He said he will be proposing as part of Juneteenth, that the Council adopt a
18 resolution he will bring forward honoring those 118 women who opposed slavery.

19
20 Chair Pro Tem Lawson

- 21 - Durham's Earth Day event will be held this coming Saturday, April 22nd, from 10AM to
22 2PM, at 66 Main Street. He thanked all of the commissions and committees who expressed
23 an interest in participating. He said he was hopeful the event would also include a
24 competition between dancing Teslas. He said he is following the weather closely and if it
25 appears not to be appropriate to hold the event because of the weather, the event will be
26 moved to its rain date of the following Saturday, April 29th, same time and location.
27 - Chair Pro Tem Lawson said he completed his traffic speed data collection on Coe Drive. He
28 captured approximately 13,000 vehicles in the study and that information has been turned
29 over to the DPW and Police Department. He said he wanted to acknowledge the Oyster
30 River High School students and staff, who, for the vast majority, navigate that road carefully
31 at both the beginning and closing of the school day. However, he believed Coe Drive must
32 be used as a cut through during the evenings and weekends, as those vehicles travel
33 excessively fast.

34
35 Chair Needell

36 Chair Needell brought up the matter Council rules of procedure for voting contained in the
37 Town Charter, which reads: *"The Council shall establish rules for its proceedings not
38 inconsistent with this Charter. Every matter coming before the Council for action shall be
39 put to a vote, and all members shall vote "aye" or "nay" or abstain and give a reason for
40 abstaining. The results of such voting shall be duly recorded. All votes shall be recorded by
41 roll call except votes on procedural matters."*

42
43 Chair Needell said the Council needs to ensure that roll call votes are taken on substantive
44 matters requiring action. She also noted there were two ways of accomplishing that--have
45 each Councilor state their name and vote (Aye or Nay) or have the Chair call on each
46 Councilor individually.
47

1 Councilor Friedman said he preferred that the Chair call on each Council member.
2 Councilor Lund felt the method the Council has recently been using where each Councilor
3 states their name and vote has been working well and saw no reason to change.

4
5 Chair Pro Tem Lawson agreed with Councilor Lund as he felt it expedites the process.

6
7 Consensus was to continue using the current process for recording Council votes of
8 Councilors stating their names and indicate either Aye or Nay when voting.

9
10 Chair Needell – Human Rights Commission

- 11 - The HRC met on April 5th.
- 12 - Police Chief Kelley and Deputy Chief Holmstock gave a presentation on anti-bias, de-
13 escalation, and ethics training, followed by the type of training police receive for dealing
14 with individuals having mental health issues.
- 15 - Held a discussion regarding ideas for recognizing Juneteenth.
- 16 - Discussed possible additional anti-bias training that may take place in the future.
- 17 - Discussed historic markers located in Town, including the possibility of replacing some of
18 the markers with informational kiosks.
- 19 - Received an update on the work of the Housing Task Force.
- 20 - Discussed possible elected official's stipends, reimbursement for babysitting, and providing
21 food at Town meetings to help those citizens with these challenges who would like to serve
22 on a board or committee.
- 23 - Next meeting is planned for June 7th.

24
25 Councilor Lund – Historic District/Heritage Commission

- 26 - The HDC/HC held a special meeting on April 6th and approved the application from
27 Tideline for installation of a gas meter with the understanding that Mr. Letourneau will
28 come back to the HDC/HC's meeting on May 4th with a plan for shielding view of the meter
29 from Newmarket Road.
- 30 - At its regular meeting on April 13th, the main agenda item was an application by ALKU, a
31 tenant at 1 Madbury Road, for installation of two signs, which was approved.

32
33 Councilor Friedrichs

34 Councilor Friedrichs said ze had watched the Durham Police Department's presentation to
35 the Human Rights Commission and was impressed by the excellence of that department and
36 its attention to a lot of challenging matters; particularly the concern around the overuse and
37 misuse of force by police and discrimination, which is occurring nationwide. Ze encouraged
38 anyone that was concerned about these issues to watch the recording of the April 5th HRC
39 meeting. Ze said the Durham police are trying to go over and above to be attentive and fair
40 and continuously improving on those issues and serves as a model for where the entire
41 country should be headed.

42
43 Councilor Friedrichs – Planning Board

- 44 - The Board met on April 12th.
- 45 - Applications included a Site Plan modification and a minor Site Plan review, both of which
46 are ongoing.

- 1 - Continued review of the Zoning Ordinance, which began last November. The Board is
2 currently 16% of the way through its review and is on track to complete in late 2025. The
3 Board is at “M” in the definitions section.
- 4 - A continued public hearing on the Climate Action Master Plan will be forthcoming. The
5 Board will be reviewing the goals and recommendations language and is pursuing adoption
6 for that section of the Master Plan.
- 7 - Continued public hearings on amendments to the Wetlands Conservation Overlay District
8 and Shoreland Overlay Protection District of the Zoning Ordinance will also be held in the
9 near future. Both items were approved by the Conservation Commission. The goal is to
10 make the language in these areas less open to interpretation and clearer in terms of what is
11 being pursued and to allow a broader picture of conservation concerns on the subject
12 properties—taking into account footage development within a wetland area and also
13 consideration for species living in an area and other concerns that may arise.

14
15 Councilor Friedman – Parks & Recreation and Seacoast Economic Develop Stakeholders

- 16 - The Parks & Recreation egg hunt held on Saturday, April 15th, was very successful. The
17 department is now preparing for April break activities.
- 18 - He encouraged people to attend the upcoming Earth Day event on Saturday, 22nd and was
19 glad that some of the Town’s committees would be participating, including the Integrated
20 Waste Management Advisory Committee, Energy Committee, Ag Commission,
21 Conservation Commission, and Parks and Recreation.
- 22 - He noticed that the Friday Updates mentioned the Town needed to purchase 10 more
23 compost bins for an order to go through. He hoped that could happen because those compost
24 bins keep a lot out of the landfill. He suggested maybe having a sign-up sheet at the Earth
25 Day event to take orders.
- 26 - At the most recent Seacoast Economic Development Stakeholders meeting, members
27 received an overview of solar energy options from Clean Energy New Hampshire, who likes
28 to assist both individuals and companies with clean energy. They will be holding an online
29 Job Fair on May 4th from 11AM to 1:30 PM. Anyone interested in participating can sign up
30 by going to www.cleanenergy.org/events.

31
32 Councilor Welsh – Integrated Waste Management Advisory Committee (IWMAC)

- 33 - IWMAC met on April 5th and spent the meeting concentrating on preparing for Earth Day.
34 Members discussed ways in which to encourage individuals to begin composting or how to
35 do more reduction in consumption or do more to keep items out of the trash. The main
36 emphasis will be on Earth Day, but then going forward doing more to advertise Sustainable
37 Durham.

38
39 Councilor Burton noted Durham’s recent visit from Senator Maggie Hassen to Wagon Hill
40 Farm to highlight the coastal resilience efforts Durham has made on the Wagon Hill Farm
41 shoreline. He said she is very enthusiastic about the project and views it as a model for the
42 rest of the country. Senator Hassen indicated she was going to work hard to secure the
43 funding to extend the restoration project all the way down the shoreline.

44
45 Councilor Friedrichs asked if there was an email address that someone could send in if they
46 wanted to add something to the “Did You Know” section of the weekly Friday Updates.

1 Chair Needell replied that at the end of every “Did You Know” snippet each week, there is
2 an email address provided for that reason.

3
4 Administrator Todd Selig

- 5 - Asked the Councilors and members of the public to please review the weekly Friday
6 Updates to learn great information about the community.
- 7 - Regarding Councilor Hotchkiss’ earlier reference to UNH’s Edge project, the Town is
8 arranging for a UNH representative to provide an overview to the Durham Housing Task
9 Force about the project as members are interested in housing opportunities on that property.
10 The Town has asked that an overview of the project be provided at a Town Council meeting
11 as well.
- 12 - Regarding concerns expressed during the report from the UNH Student Senate at the April
13 3rd Council meeting relative to direction to UNH students on what to do in the event of an
14 active shooter emergency on campus, Administrator Selig said his understanding is that this
15 has since been resolved. However, he said Durham Police Chief Rene Kelley and UNH
16 Police Chief Paul Dean have been invited to attend a future Council meeting to talk about
17 emergency planning in general for both on campus and Durham, as well as the Oyster River
18 Cooperative School District.
- 19 - The Administrator’s office renewed its efforts to advertise the remaining vacancies currently
20 existing on various Town boards, commissions, and committees, and has received some
21 additional applications from citizens.

22
23 **IX. Report from the UNH Student Senate External Affairs Chair or Designee**

24
25 Adam Kania, UNH Student Senate External Affairs Chair provided the following updates
26 regarding the UNH Student Senate:

- 27 • Discovery requirements on campus for academics has been a topic of discussion. UNH
28 will be instituting a new program in the future, which would raise the limit on faculty
29 members, but not students. The Student Senate submitted a letter to “The New
30 Hampshire” in opposition to the new program, however, it was passed earlier today.
- 31 • Provided a brief update on the lighting review that was conducted, and he had referenced
32 at the Council’s April 3rd meeting.
- 33 • Noted that the Active Shooter website on campus has been updated.
- 34 • The new Student Body President and Vice President will begin office on May 1, 2023.
35 Mr. Kania said this was his last meeting as the External Affairs Chair of the UNH
36 Student Senate but will be attending the Council’s May 1st meeting to introduce the new
37 Student Senate officers to Council members.

38
39 Administrator Selig noted that there have been some years when the Student Senate External
40 Affairs Representative has been very active and other years not as much. He said it had been
41 a pleasure working with Mr. Kania over the past year as he has been active and engaged and
42 has conveyed important information to the Council. He thanked Mr. Kania and the Student
43 Senate for their efforts.

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

3
4 Councilor Lund requested that Item #10C. be pulled for discussion/questions.

- 5
6 A. Shall the Town Council approve the 2nd 2023 Warrant for Water and Sewer totaling
7 \$723,961.72 and authorize the Administrator to sign said warrant?
8 B. Shall the Town Council adopt Resolution #2023-10 Establishing the Durham Memorial Park
9 Trust?
10 D. Shall the Town Council Schedule a Public Hearing for Monday, May 1, 2023, on Resolution
11 #2023-12 Authorizing the Acceptance and Expenditure of Federal Emergency Management
12 Agency (FEMA) funds from the NH Division of Homeland Security and Emergency
13 Management (NH HSEM) under the Public Assistance Grant Program CFDA #97.036 in an
14 amount up to \$71,472.01 to cover COVID-related expenses incurred during the period from
15 January 29, 2020 through May 24, 2022 and Authorizing the Administrator to Sign and
16 Submit all Necessary Paperwork on Behalf of the Town of Durham?
17 E. Shall the Town Council, Upon Recommendation of the Administrator, Approve a Special
18 Event Permit Application Submitted by Tyler Wittmann to Close Certain Sections of Town
19 Roads for Sustainability Day to be Held on Saturday, May 6, 2023?
20 F. Shall the Town Council Appoint Steve Holmgren as the new member of CPCNH with Todd
21 Selig as the alternate member?
22 G. Shall the Town Council, Upon Recommendation of the Administrator, Award the
23 Construction Contract for the Edgewood Road Sewer Rehabilitation Project to Green
24 Mountain Pipeline Services, LLC of Bethel, VT for a Total Bid Price of \$69,696.96 and
25 Authorize the Town Administrator to Sign Associated Documents?
26

27 Upon reading each of the above Unanimous Consent agenda items, *Chair Needell MOVED*
28 *to APPROVE Items A,B,D & E,F,G, as presented. The motion was SECONDED by*
29 *Councilor Lund and PASSED unanimously,*8-0, on a roll call vote: Councilor Welsh—*
30 *Aye, Councilor Friedman—Aye, Councilor Friedrichs— Aye, Councilor Lund— Aye,*
31 *Chair Needell— Aye, Chair Pro Tem Lawson—Aye, Councilor Burton— Aye, Councilor*
32 *Hotchkiss—Aye*
33

- 34 C. Shall the Town Council Adopt Resolution 2023-11, Revising Resolution 2005-10, A
35 Resolution Establishing A Fire Department Injury Prevention Trust Fund, to expend all of
36 the principal and interest in the trust?
37

38 Chair Needell noted that Trustee Chair Michael Everngam was in the audience to respond to
39 questions on this item.
40

41 Councilor Friedman asked how much money was in the fund, to which Mr. Everngam
42 replied approximately \$6,000.
43

44 Councilor Friedman asked if the fund will be closed out after this withdrawal occurs. Mr.
45 Everngam said the Fire Department is asking for permission to expend from what is in the
46 fund, plus any principal and interest, without necessarily closing the fund. He said they are

1 uncertain what the future may hold, but if the project uses up all the money, they will close
2 the fund.

3
4 **Chair Needell MOVED to Adopt Resolution 2023-11, Revising Resolution 2005-10, A**
5 **Resolution Establishing A Fire Department Injury Prevention Trust Fund, to expend all**
6 **the principal and interest in the trust. The motion was SECONDED by Councilor**
7 **Hotchkiss and PASSED unanimously, 8-0, on a roll call vote: Councilor Welsh—Aye,**
8 **Councilor Friedman—Aye, Councilor Friedrichs— Aye, Councilor Lund— Aye, Chair**
9 **Needell— Aye, Chair Pro Tem Lawson—Aye, Councilor Burton— Aye, Councilor**
10 **Hotchkiss—Aye**

11
12 **XI. Committee Appointments**

- 13 A. Shall the Town Council, upon recommendation of the Human Rights Commission Chair,
14 appoint Kathy Collins, 31 Oyster River Road, to fill a Member vacancy on the Human Rights
15 Commission with a term expiration of April 2024?

16
17 Kathy Collins provided a brief background on herself for Councilors. She said she found out
18 about the vacancy through the weekly Friday Updates and attended the HRC's meeting on
19 April 5th. She said she would be pleased with the appointment.

20
21 **Chair Needell MOVED that the Town Council, upon recommendation of the Human Rights**
22 **Commission Chair, does hereby appoint Kathy Collins, 31 Oyster River Road, to fill a**
23 **Member vacancy on the Human Rights Commission with a term expiration of April 2024.**
24 **The motion was SECONDED by Councilor Friedrichs and PASSED unanimously, 8-0,**
25 **on a roll call vote: Councilor Welsh—Aye, Councilor Friedman—Aye, Councilor**
26 **Friedrichs— Aye, Councilor Lund— Aye, Chair Needell— Aye, Chair Pro Tem**
27 **Lawson—Aye, Councilor Burton— Aye, Councilor Hotchkiss—Aye**

- 28
29 B. Shall the Town Council, upon recommendation of the Historic District Commission Chair, re-
30 appoint Jennifer Becker, 2 Bartlett Road, to another 3-year term on the Historic
31 District/Heritage Commission with a term expiration of April 2026?

32
33 **Councilor Lund MOVED that the Town Council, upon recommendation of the Historic**
34 **District Commission Chair, does hereby re-appoint Jennifer Becker, 2 Bartlett Road, to**
35 **another 3-year term on the Historic District/Heritage Commission with a term expiration**
36 **of April 2026. The motion was SECONDED by Councilor Friedman and PASSED**
37 **unanimously, 8-0, on a roll call vote: Councilor Hotchkiss—Aye, Councilor Burton—**
38 **Aye, Chair Pro Tem Lawson— Aye, Chair Needell—Aye, Councilor Lund— Aye,**
39 **Councilor Friedrichs—Aye, Councilor Friedman—Aye, Councilor Welsh—Aye.**

40
41 **XII. Presentation Items**

- 42 A. Presentation by Matt Lampron, Project Manager NHDOT, and Darren Blood, GM2 Inc., on
43 the Route 4 and Madbury Road project.

44
45 Administrator Selig provided a brief background and history regarding how the project came
46 into existence. He said the Council will be provided with several different alternatives, each
47 of which will have different financial costs and different implications for private properties.

1 He said the Town’s administrative Traffic Safety Committee has also come up with a
2 preferred option. He also noted that NHDOT representatives have been very
3 accommodating, and it has been a pleasure working with them on the project.
4 Matt Lampron, Project Manager NHDOT, provided a PowerPoint presentation outlining the
5 scope of the Route 4 and Madbury Road project, including the alternatives, as follows:
6

- 7 • Project Location
- 8 • Project Purpose and Need and Background
- 9 • Existing Conditions
- 10 • Concept Alternatives
 - 11 ➤ Alternative #1 – Traffic Signal Modifications
 - 12 ➤ Alternative #2 – Displaced Left Turns (removed from consideration due to
13 maintenance concerns)
 - 14 ➤ Alternative #3 – Madbury Road Bridge Over US Route 4 (No Access)
 - 15 ➤ Alternative #4 – Roundabout
 - 16 ➤ Alternative #5 – Grade Separation: Madbury Road Bridge Over US Route 4 (With
17 Access)
 - 18 ➤ Alternative #5A – Grade Separation: US Route 4 Bridge Over Madbury Road (With
19 Access)

20
21 The Durham Traffic Safety Committee and New Hampshire Department of Transportation
22 support the roundabout (Alternative #4) as the preferred alternative.
23

24 The PowerPoint document is on file with this set of minutes and the entire presentation,
25 along with discussion and responses to Council questions, may be viewed on DCAT on
26 Demand at www.ci.durham.nh.us.
27

28 B. Presentation by Mike Hoffman regarding the proposal to make Dame Road a scenic road.
29

30 Durham resident Mike Hoffman thanked Council members for their commitment and
31 dedication to keeping Durham the great community that it is.
32

33 Mr. Hoffman said he has spoken to the majority of Dame Road residents in one manner or
34 another who agree that Dame Road deserves to be designated as a scenic road. He said it is a
35 value statement that the residents feel is very important. It also states the Town’s community
36 values for protecting its natural resources.
37

38 Mr. Hoffman said that Barry Ryan, 321 Dame Road, had asked him to speak on his (Mr.
39 Ryan’s) behalf, saying that he is very concerned about the road grading and incremental
40 widening of Dame Road, perhaps accidentally or by process. Every time the road is
41 widened, motorists drive faster. He said that there are people that ride horses, walk, run, and
42 push strollers on that road. In addition, Mr. Hoffman said that Dame Road is historically
43 rather important since it is the only through dirt road in Town and it is truly a community
44 asset.
45

46 In conclusion, Mr. Hoffman said he hoped the Council would move this designation of
47 Dame Road to the list of other scenic roads in Durham, which include Packers Falls Road,

1 Bennett Road, Durham Point Road, and Bay Road. He said although these roads are
2 beautiful, he believed Dame Road was a little more scenic and historic, and of high
3 recreational value.

4
5 Chair Pro Tem Lawson noted that there are no power lines on Dame Road in a large area
6 between #250 and #341, so this being the most sensitive section of road, he felt there is no
7 need for it to be protected from power company tree trimming. Mr. Hoffman replied that
8 was currently true; however, the Town was also told that power lines would never go across
9 the Bay ever again, so one cannot predict the future as to what the power companies may do.

10
11 Chair Pro Tem Lawson referred to Mr. Hoffman's comments about road grading and road
12 widening on Dame Road, none of which he said scenic road designation provides any
13 additional oversight for, and asked how the designation would address the grading and
14 widening issues. Mr. Hoffman said the designation would have no effect on those issues and
15 would only affect cutting of trees greater than 15 inches in diameter or removal of stone
16 walls.

17
18 Chair Pro Tem Lawson said his concern was if the Council sets the precedent and designates
19 Dame Road as a scenic road based on "value" how would it then respond to other residents
20 who will inevitably come forward seeking the same designation for their roads.

21
22 Chair Needell asked if this was a decision the Council would make or would it go on a
23 Town election ballot for approval.

24
25 Administrator Selig replied that the state statute that governs scenic road designations is
26 written for a traditional Town with a Board of Selectpersons, which serves as the governing
27 body. In Durham, which has a Town Charter and Town Council, the Council has both
28 governing and legislative authority. He said Durham chose to address the existing four
29 scenic roads through adoption of a local ordinance. Therefore, if the Council wants to
30 likewise move forward with this initiative, it will need to amend the ordinance to add Dame
31 Road to the list. This requires a First Reading and then Public Hearing on the ordinance
32 before passage.

33
34 Councilor Friedman asked Mr. Hoffman about stone walls in the right-of-way, and would
35 the Town be responsible for maintaining all stone walls in the right-of-way if Dame Road
36 would become a scenic road. Mr. Hoffman replied there are boundary stone walls on both
37 sides of Dame Road. He said the Town would not be responsible for their maintenance, but
38 it just cannot remove them without a duly noticed public hearing.

39
40 Councilor Friedman asked if Dame Road were to become a scenic road, would it then create
41 a regional attraction, which may bring more cars and more traffic onto that road, thereby
42 increasing the Town's responsibility and increased cost for repairs to the road and for whose
43 benefit would that be, the whole Town or just those living on Dame Road.

44
45

1 Mr. Hoffman replied that the Sweet Trail located on Dame Road is certainly an attraction,
2 but he did not believe the designation of scenic road by itself would make any difference to
3 the level of usage.

4
5 Councilor Friedrichs asked Administrator Selig to clarify how having a scenic road
6 designation creates additional responsibilities for the Town's Department of Public Works.

7
8 Administrator Selig said for example, if there was a tree on Dame Road that met the
9 requirements for protection that was determined to be dangerous or a nuisance, currently the
10 Department of Public Works could remove it. Under the scenic road designation, that tree
11 would need to be identified, mapped out, and the Department of Public Works would need
12 to go before the Durham Planning Board. The Board would then schedule a public hearing
13 to obtain public comments, and then provide permission for the cutting to occur. He also
14 noted that for the power company to do any cutting on certain sections of Dame Road, it
15 would also need to go through the same process. The same process would hold true for
16 alterations of stone walls. Therefore, scenic road designation does add a certain amount of
17 time and bureaucracy to the process.

18
19 Administrator Selig noted that the usage on Dame Road, citing conservation land with
20 walking and hiking trails as Mr. Hoffman had indicated, especially during the COVID-19
21 epidemic. Therefore, the more usage, the more impact on the road. He said the Town has no
22 plans to overtly widen the roadway, but it does occur during the grading process.

23
24 Administrator Selig said he understood the benefit of a scenic road and the goal to preserve
25 the character of a road but did not believe the Town has behaved in a way that demonstrates
26 a lack of concern for the nature of the road. He viewed it more as a solution looking for a
27 problem but at the same time understood the goal of residents to preserve the canopy and
28 tree cover on the road. He said it is really a policy decision for the Town Council.

29
30 Councilor Welsh said of all the roads in Town, he could not think of a better one to
31 designate as a scenic road, given its historic nature, and usage of the Sweet Trail. The
32 residents on Dame Road have spent a lot of time and effort to reflect their reasoning for the
33 designation and is a great signal that people do not want the road disturbed. Therefore, he
34 agreed with Mr. Hoffman about designating Dame Road a scenic road.

35
36 Public Works Director Rich Reine said that Dame Road is one of the most difficult roads in
37 Durham to maintain, not only during the winter but also the spring (mud season) and
38 throughout the year. He said it is not just grading that affects the road, its drainage as well.
39 There are swales that have been filled in with debris and overgrowth needing to be removed.
40 He said from his perspective, both technically and operationally speaking, he saw no need to
41 designate Dame Road as a scenic road.

42
43 Chair Pro Tem Lawson said he would be amenable to go with the will of the Council on this
44 matter. However, he noted that scenic road designation does not affect road grade, widening,
45 or paving, and it does not prevent a cable company from stringing new cable on telephone
46 poles. He said that based on the correspondence he has read from residents and from what he
47 has heard, he is afraid there is a big misunderstanding about what the designation of this

1 road means, other than a value statement. He said if the Council approves Dame Road as a
2 scenic road, he expects there will be other residents on other historic roads (Wiswall Road,
3 Langley Road, Adams Point Road, Canney Road, and perhaps Bagdad Road) that will say
4 they want the same declaration of value as Dame Road.

5
6 Councilor Burton said with this proposal, the Council should act on behalf of the residents
7 on Dame Road that are asking for its designation as a scenic road.

8
9 Councilor Hotchkiss said he has heard from other people in the community voicing concerns
10 about Eversource's treatment of tree cutting policies. He believed if it provides another layer
11 of protection from excessive tree trimming for the Council to make the designation, he felt
12 that was a reasonable reason to support the proposal that Mr. Hoffman has presented.

13
14 Chair Pro Tem Lawson said he did not believe the Council needed to make a motion on this
15 matter at this evening's meeting. He said that a Council Communication should be crafted
16 and should focus on the topic of tree trimming and set the right expectations. He said he
17 would be glad to craft a communication.

18
19 Administrator Selig said the goal for tonight's presentation was to ensure that Mr. Hoffman,
20 on behalf of the petitioners, could present the request, and Mr. Hoffman was to provide the
21 Council with different perspectives, which the Council heard, and if the Council is interested
22 in moving forward, then the next step would be to bring an ordinance to the Council for a
23 first reading.

24
25 C. Quarterly Financial Report through 3/31/23 - Gail Jablonski, Business Manager

26
27 Business Manager Gail Jablonski said she was happy to report that the Town is steadily
28 moving along to where it should be—about 24% expended, which is typical for this time of
29 year. She said she reviewed all the Town departments and divisions and found nothing of
30 great interest, no spikes or declines. The winter budget is 50% expended, which is a little
31 earlier than last year. She said that all the other Town funds are looking good as well.

32
33 Councilor Welsh asked Ms. Jablonski if she saw any indications that the Town would not
34 achieve its budget goal this year. Ms. Jablonski replied that she did not.

35
36 Councilor Welsh said that when looking at the parking fund revenue, the Town is ahead of
37 where it was last year in terms of percentage of budget earned. He asked if that was because
38 the Town did better this year or if it is because the Council set the budget lower this year for
39 that fund. He said he just found it to be a little surprising because it seemed to him that the
40 parking downtown has become worse (too few parkers as opposed to too many parkers).

41
42 Ms. Jablonski said she would have to look at where the funds are coming in from (i.e., fines,
43 parking meters, etc.). She will provide the information to the Council after more research.

44
45 Chair Pro Tem Lawson asked when the Auditors would be coming in. Ms. Jablonski replied
46 that the Auditors came in March and did an audit of the Town Clerk-Tax Collector's Office
47 for the changeover and will return the first week in May. She noted that the Town may

1 receive an audit letter this year, which it has not had in 10 years, because it is a new audit
2 firm that wants things done differently than the prior auditing firm, so the Business Office is
3 working through a few challenges with them. She said they may just make recommendations
4 that would change some of the procedures.

5
6 Chair Pro Tem Lawson pointed out that management letters from auditors is not an
7 uncommon occurrence.

8
9 **XIII. Unfinished Business**

10
11 Public Hearing and Action on Resolution #2023-07 Authorizing the Acceptance and
12 Expenditure of a FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New
13 Hampshire Department of Safety, Division of Homeland Security and Emergency
14 Management, for the Durham Emergency Generator Project, In the Amount of \$427,612.49
15 with a Required 25% Match of \$142,537.51 – for a Total Project Cost of \$570,150.00 - and
16 Authorize the Administrator to Sign and Submit Grant Paperwork and all Documents
17 related to the Grant on Behalf of the Town of Durham.

18
19 *Chair Needell MOVED that the Durham Town Council does hereby OPEN the Public*
20 *Hearing on Resolution #2023-07 Authorizing the Acceptance and Expenditure of a FY22*
21 *Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department*
22 *of Safety, Division of Homeland Security and Emergency Management, for the Durham*
23 *Emergency Generator Project, In the Amount of \$427,612.49 with a Required 25% Match*
24 *of \$142,537.51 – for a Total Project Cost of \$570,150.00 - and Authorize the*
25 *Administrator to Sign and Submit Grant Paperwork and all Documents related to the*
26 *Grant on Behalf of the Town of Durham. The motion was SECONDED by Chair Pro*
27 *Tem Lawson and PASSED unanimously, 8-0, on a roll call vote: Councilor Welsh—Aye,*
28 *Councilor Friedman—Aye, Councilor Friedrichs— Aye, Councilor Lund— Aye, Chair*
29 *Needell— Aye, Chair Pro Tem Lawson—Aye, Councilor Burton— Aye, Councilor*
30 *Hotchkiss—Aye*

31
32 No members of the public came forward to speak on the resolution.

33
34 *Chair Pro Tem Lawson MOVED that the Durham Town Council does hereby CLOSE the*
35 *Public Hearing on Resolution #2023-07 Authorizing the Acceptance and Expenditure of a*
36 *FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire*
37 *Department of Safety, Division of Homeland Security and Emergency Management, for*
38 *the Durham Emergency Generator Project, In the Amount of \$427,612.49 with a*
39 *Required 25% Match of \$142,537.51 – for a Total Project Cost of \$570,150.00 - and*
40 *Authorize the Administrator to Sign and Submit Grant Paperwork and all Documents*
41 *related to the Grant on Behalf of the Town of Durham. The motion was SECONDED by*
42 *Councilor Friedrichs and PASSED unanimously, 8-0, on a roll call vote: Councilor*
43 *Hotchkiss—Aye, Councilor Burton—Aye, Chair Pro Tem Lawson— Aye, Chair*
44 *Needell—Aye, Councilor Lund— Aye, Councilor Friedrichs—Aye, Councilor*
45 *Friedman—Aye, Councilor Welsh—Aye.*

1 Councilor Friedman said he thought it was good for the Town to have emergency generator
2 backups and would be glad to see it put into place if the Council votes in favor.

3
4 ***Councilor Friedman MOVED that the Durham Town Council does hereby ADOPT***
5 ***Resolution #2023-07 Authorizing the Acceptance and Expenditure of a FY22 Legislative***
6 ***Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department of Safety,***
7 ***Division of Homeland Security and Emergency Management, for the Durham Emergency***
8 ***Generator Project, In the Amount of \$427,612.49 with a Required 25% Match of***
9 ***\$142,537.51 – for a Total Project Cost of \$570,150.00 - and Authorize the Administrator***
10 ***to Sign and Submit Grant Paperwork and all Documents related to the Grant on Behalf of***
11 ***the Town of Durham. The motion was SECONDED by Councilor Lund and PASSED***
12 ***unanimously, 8-0, on a roll call vote: Councilor Hotchkiss—Aye, Councilor Burton—***
13 ***Aye, Chair Pro Tem Lawson— Aye, Chair Needell—Aye, Councilor Lund— Aye,***
14 ***Councilor Friedrichs—Aye, Councilor Friedman—Aye, Councilor Welsh—Aye.***

15
16 The Durham Town Council, in a majority vote, accepted the terms of the FY2022
17 Legislative Pre-Disaster Mitigation (LPDM) grant program as presented in the amount of
18 \$427,612.49 for the Town of Durham’s Emergency Generators Project. Furthermore, the
19 Council acknowledges that the total cost of this project will be \$570,150.00, in which the
20 Town will be responsible for a 25% match (\$142,537.51). Durham Administrator Todd
21 Selig is authorized to sign all documents related to the grant.

22
23 Administrator Selig acknowledged DPW Director Richard Reine and Town Engineer April
24 Talon for their efforts in securing the grant.

25
26 **XIV. New Business**

- 27 A. Discussion and possible action on Resolution #2023-14 regarding request from Trustees of
28 Trust Fund for establishing a policy for the addition of names on the war memorial in the
29 Memorial Park

30
31 Trustees of Trust Fund Chair Mike Everngam noted that the Council should have received
32 an updated version of the resolution that had been placed in the Council packets and it was
33 the amended version that he would like for the Council to pass.

34
35 Councilor Lund asked if the resolution/policy applied to both peacetime and wartime
36 veterans. Mr. Everngam replied that it would apply to someone who served a two-year
37 credible active service. He said it is also one of the definitions that the government uses to
38 determine who is a veteran and who is not a veteran.

39
40 Councilor Lund noted that the words “war memorial” are mentioned in a few places
41 throughout the resolution, which he thought was a point of confusion.

42
43 Mr. Everngam said he would like that amended to read, “...for the addition of the names of
44 veterans to the memorial at Memorial Park.”

45
46 It was also noted that the resolution number should be Resolution #2023-13 (not #2023-14).
47

1 **Councilor Lund MOVED that the Durham Town Council does hereby adopt Resolution**
2 **#2023-13, as amended, for establishing a policy for the addition of veterans’ names on the**
3 **memorial at Memorial Park. The motion was SECONDED by Councilor Friedrichs and**
4 **PASSED unanimously, 8-0, on a roll call vote: Councilor Welsh—Aye, Councilor**
5 **Friedman—Aye, Councilor Friedrichs— Aye, Councilor Lund— Aye, Chair Needell—**
6 **Aye, Chair Pro Tem Lawson—Aye, Councilor Burton— Aye, Councilor Hotchkiss—Aye**
7

8 -----
9 **Chair Pro Tem Lawson MOVED to extend the Town Council meeting to beyond 10:30**
10 **PM. The motion was SECONDED by Councilor Welsh and PASSED unanimously, 8-0,**
11 **on a roll call vote: Councilor Welsh—Aye, Councilor Friedman—Aye, Councilor**
12 **Friedrichs— Aye, Councilor Lund— Aye, Chair Needell— Aye, Chair Pro Tem**
13 **Lawson—Aye, Councilor Burton— Aye, Councilor Hotchkiss—Aye**
14

15 B. Discussion and possible action on amending the Housing Task Force Charge
16

17 **Councilor Friedrichs MOVED that the Durham Town Council does hereby adopt a new**
18 **charge for the Durham Housing Task Force, with amended language relating to housing**
19 **for students. The motion was SECONDED by Councilor Lund**
20

21 After providing his reasons for doing so, Chair Pro Tem Lawson proposed the following
22 amendment to the motion as follows: “Encourage housing forms designed to serve multiple
23 household types and demographics.” He said by doing this, it means that by default the
24 Town must serve more than just students and perhaps even families and moves away from
25 the student designation and doesn’t seem that the Council is encouraging housing at UNH.
26

27 **Chair Pro Tem Lawson MOVED to amend Councilor Friedrichs’ motion to read: “The**
28 **Durham Town Council does hereby adopt a new charge for the Durham Housing Task**
29 **Force, with amended language relating to housing for students ...”encouraging housing**
30 **forms designed to serve multiple household types and demographics.” Councilor**
31 **Hotchkiss SECONDED Chair Pro Tem Lawson’s motion**
32

33 After further extended discussion regarding Chair Pro Tem Lawson’s proposed language
34 amendment, *Chair Pro Tem Lawson withdrew his motion to amend.*
35

36 *Councilor Friedrichs also withdrew her original motion.*
37

38 **Councilor Hotchkiss MOVED to amend the current bulleted item listed in the Durham**
39 **Housing Task Force charge under duties “Avoid housing forms designed primarily for an**
40 **ungraduated student population” and replace it with the following language:**
41 **“Encourage housing designed to accommodate currently underserved household types.**
42 **The motion was SECONDED by Councilor Lund and PASSED unanimously, 7-0, on a**
43 **roll call vote: Councilor Hotchkiss—Aye, Councilor Burton—Aye, Chair Pro Tem**
44 **Lawson— Aye, Chair Needell—Aye, Councilor Lund— Aye, Councilor Friedrichs—Aye,**
45 **Councilor Friedman—Aye, Councilor Welsh—Absent.**
46

1 **XV. 2023 Town Council Goals**

2 Continued discussion on the draft 2022-23 Town Council goals

3
4 Chair Pro Tem Lawson suggested given the lateness of the hour, that perhaps the Council
5 should postpone this item until its next meeting.

6
7 Chair Needell also asked Councilors if they suggest a goal(s) that are new, going to be a tax
8 burden, involve staffing, or anything that is beyond what the Council has been doing, they
9 submit a Council communication so other Councilors will have a better understanding of
10 what someone's intent is.

11
12 Councilor Burton raised the topic of "smart" goals that had been suggested by Councilor
13 Friedrichs.

14
15 Councilor Friedrichs said she would prepare a Council communication addressing "smart"
16 goals for the Council's next meeting. Ze said ze thought that the goals could be most useful
17 if they were presented or worded in the smart framework.

18
19 **XVI. Nonpublic Session (if required)**

20
21 **XVII. Extended Councilor and Town Administrator Roundtable (if required) - None**

22
23 **XVI. Nonpublic Session (if required) - None**

24
25 **XVIII. Adjourn (NLT 10:30 PM)**

26
27 *Councilor Lund MOVED to adjourn the meeting, The motion was SECONDED by*
28 *Councilor Hotchkiss and PASSED unanimously 7-0 on a roll call vote: Councilor*
29 *Hotchkiss—Aye, Councilor Burton—Aye, Chair Pro Tem Lawson—Aye, Chair*
30 *Needell—Aye, Councilor Lund—Aye, Councilor Friedrichs—Aye, Councilor*
31 *Friedman—Aye, Councilor Welsh—Absent.*

32
33 The meeting ADJOURNED at 11:02 PM.

34
35
36 Jennie Berry, Minutes Taker



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

RESOLUTION #2023-07 OF DURHAM, NEW HAMPSHIRE

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

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

WHEREAS, in May 2022, the Town was notified that it was selected for funding in the amount of \$427,612.49, with a required 25% match of \$142,537.51, from the FY22 LPDM grant program for the Durham Emergency Generators Project; and

WHEREAS, New Hampshire Revised Statutes Annotated (RSA) 31:95-b permits municipalities to authorize acceptance and expenditure of funds from the state, federal or other governmental unit, or a private source, which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority; and

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

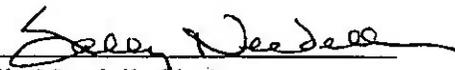
WHEREAS, Council approval is required for the acceptance and expenditure of these funds; and

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

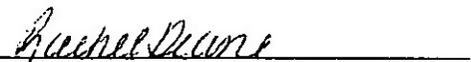
WHEREAS, on Monday, April 17, 2023, a duly posted and published Public Hearing was held by the Durham Town Council on the \$427,612.49 LPDM monies in accordance with RSA 31:95-b;

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing and legislative body of the Town of Durham, New Hampshire does hereby approve Resolution #2023-07 authorizing the Acceptance and Expenditure of a FY22 Legislative Pre-Disaster Mitigation (LPDM) grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management, for the Durham Emergency Generator Project, In the Amount of \$427,612.49 with a Required 25% Match of \$142,537.51 - for a total project cost of \$570,150.00 - and Authorize the Administrator to sign and submit Grant paperwork and all documents related to the Grant on behalf of the Town of Durham.

PASSED AND ADOPTED this 17th day of April, 2023, by a majority vote of the Durham Town Council with 8 affirmative votes, 0 negative votes, and 0 abstentions.


Sally Needell, Chair
Durham Town Council

ATTEST:


Rachel Deane, Town Clerk-Tax Collector

City/Town of Durham NH

CERTIFICATE OF AUTHORITY

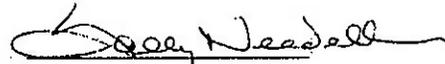
April 19, 2023

I, Sally Needell, Durham Town Council Chair, Durham, NH, hereby certify that Todd Selig (Name), Durham Town Administrator (Title), had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on Monday April 17, 2023, for the City/Town of Durham NH, and, further, hereby authorize Todd Selig to execute any and all contract and agreements related to the Legislative Pre Disaster Mitigation (LPDM) Agreement.

I further attest that Todd Selig was granted authority prior to the day the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST: .



Name: Sally Needell

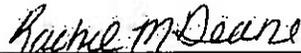
Title: Town Council Chair

State: New Hampshire

County:

On this 19 day of April, 2023, before me, Rachel Deane (notary/JP's name), the undersigned officer, personally appeared Sally Needell known to me to be the person whose name is signed on the foregoing document and acknowledged to me that she signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.



Justice of the Peace/Notary

Commission Expires: May 19, 2026

RACHEL M. DEANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 19, 2026

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Durham 8 Newmarket Road Durham, NH 03824-2898	Member Number: 160	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence \$ 5,000,000
			General Aggregate \$ 5,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident) \$5,000,000 Aggregate \$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH- Dept of Safety Division of Homeland Security and Emergency Management 33 Hazen Dr. Concord, NH 03305			Date: 4/27/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



FEMA

September 19, 2022

Robert M. Buxton
Director, Homeland Security and Emergency Management
New Hampshire Department of Public Safety
33 Hazen Drive
Concord, NH 03305

Re: Program: FY 2022 Pre-Disaster Mitigation Grant Program, Assistance Listing No. 97.047
Award No.: EMB-2022-PD-0005
Recipient: Homeland Security and Emergency Management, New Hampshire
Department of Safety

Dear Director Buxton:

The Federal Emergency Management Agency (“FEMA”) has approved the Homeland Security and Emergency Management, New Hampshire Department of Safety’s (“Recipient”) application for financial assistance under the FY 2022 Pre-Disaster Mitigation Grant Program in the amount of \$439,257.96. The federal award, numbered EMB-2022-PD-0005, is comprised of the Management Costs and one project detailed below and further detailed in the grant agreement articles. As a condition of the federal award, the Recipient is required to contribute a nonfederal cost-share in the amount of \$146,419.34, which represents at least 25% of the total approved project cost of \$585,677.30.

Project Number: LPDM-MC-01-NH-2022-002

Description: Management Costs

Project Cost: \$15,527.30 (federal award \$11,645.47, nonfederal cost-share \$3,881.83)

Subapplicant: Homeland Security and Emergency Management, New Hampshire
Department of Safety

Award Date: As of the date of this letter

Project Number: LPDM-PJ-01-NH-2022-001 (Funding Hold: *see Agreement Article VI*)

Description: Durham Emergency Generators

Project Cost: \$570,150.00 (federal award \$427,612.49, nonfederal cost-share
\$142,537.51)

Subapplicant: Town of Durham

Award Date: As of the date of this letter

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- FY 2022 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Sandra Brazee, Grants Management Specialist, at (202) 701-6562.

Sincerely,

Richard H. Verville
Deputy Director, Mitigation Division
FEMA Region I

cc: Vanesa Urango, Chief of Mitigation and Recovery, Homeland Security and Emergency
Management, New Hampshire Department of Safety

Enclosures