



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, N.H. 03305  
603-271-2791

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

November 4, 2019

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Durham (VC#177383-B001) to update their Local Emergency Operation Plan (LEOP) and Continuity of Operations Plan (COOP) for a total amount of \$10,500.00. Effective upon Governor and Council approval through September 30, 2020. Funding source: 100% Federal Funds.

Funding is available in the SFY 2020 operating budget as follows:

|   |                 |
|---|-----------------|
| 02-23-23-236010-80920000 Dept. of Safety – Homeland Sec-Emer Mgmt – 100% EMPG Local Match |                 |
| 072-500574 Grants to Local Gov't - Federal  | <u>SFY 2020</u> |
| Activity Code: 23EMPG 2018  | \$10,500.00     |

### Explanation

This grant agreement provides the funding for the Town of Durham to update their Local Emergency Operations Plan (LEOP) and Continuity of Operations Plan (COOP). The grant listed above is funded from the FFY 2018 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.


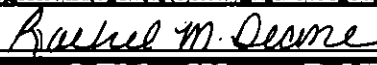
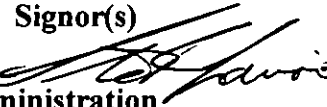

Respectfully submitted,

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.**

|  |  |   |   |
|--|--|---|---|
| <b>1.1. State Agency Name</b><br>NH Department of Safety, Homeland Security and Emergency Management   |  | <b>1.2. State Agency Address</b><br>33 Hazen Drive<br>Concord, NH 03305                         |   |
| <b>1.3. Subrecipient Name</b><br>Town of Durham (VC#177383-B001)   |  | <b>1.4. Subrecipient Tel. #/Address</b> 603-868-5571<br>150 818 Newmarket Road, Durham NH 03824 |   |
| <b>1.5 Effective Date</b><br>G&C Approval  | <b>1.6. Account Number</b><br>AU #80920000 | <b>1.7. Completion Date</b><br>September 30, 2020   | <b>1.8. Grant Limitation</b><br>\$10,500.00   |
| <b>1.9. Grant Officer for State Agency</b><br>Olivia Bourque, EMPG Program Coordinator   |  | <b>1.10. State Agency Telephone Number</b><br>(603) 223-3639                                    |   |
| "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."   |  |   |   |
| <b>1.11. Subrecipient Signature 1</b><br>   |  | <b>1.12. Name &amp; Title of Subrecipient Signor 1</b><br>Todd I. Selig, Administrator          |   |
| <b>Subrecipient Signature 2</b>  |  | <b>Name &amp; Title of Subrecipient Signor 2</b><br>N/A   |   |
| <b>Subrecipient Signature 3</b>  |  | <b>Name &amp; Title of Subrecipient Signor 3</b><br>N/A   |   |
| <b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Stratford</u> , <u>DI</u><br><u>10/29/2019</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. |  |   |   |
| <b>1.13.1. Signature of Notary Public or Justice of the Peace</b><br>   |  |   |   |
| <b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b><br>Rachel M. Deane, Notary Public   |  |   | <b>Commission Expiration</b><br>June 29, 2021 |
| <b>1.14. State Agency Signature(s)</b><br>Signor(s)<br>By: <br>Administration   |  | <b>1.15. Name &amp; Title of State Agency</b><br>Steven R. Lavoie, Director of<br>On: 11/18/19  |   |
| <b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b><br>By: <br>Assistant Attorney General, On: 11/26/2019  |  |   |   |
| <b>1.17. Approval by Governor and Council (if applicable)</b><br>By: _____ On: / /   |  |   |   |

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials 1.)  2.)  3.)  Date: 11/29/19

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.4. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Subrecipient 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 remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials 1.) 

2.) 

3.) 

Date: 

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.

**INSURANCE AND BOND.**

17. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.

19. **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 first above given.

20. **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 Council of the State of New Hampshire, if required, or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

23. **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 relating hereto.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials 1.) [Signature]

2.) [Redacted]

3.) [Redacted]

Date: 10/23/15

**EXHIBIT A**

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") \$10,500.00 to update the Local Emergency Operations Plan (LEOP) and Continuity of Operations Plan (COOP).
2. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
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 50% cost share required by this grant.

Subrecipient Initials

1.) 

2.)



3.)



Date



**EXHIBIT B**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

|  | <b>Applicant</b> | <b>Grant</b>           |                    |
|--|------------------|------------------------|--------------------|
|  | <b>Share</b>     | <b>(Federal Funds)</b> | <b>Cost Totals</b> |
| Project Cost   | \$10,500.00      | \$10,500.00            | \$21,000.00        |
| Project Cost is 50% Federal Funds, 50% Applicant Share                                       |                  |                        |                    |
| <b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)                           |                  |                        |                    |
| <b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2018-00007-A03 |                  |                        |                    |
| <b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)                   |                  |                        |                    |
| <b>Applicant's Data Universal Numbering System (DUNS):</b> 085579308                         |                  |                        |                    |

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$10,500.00.
- b. "The State" shall reimburse up to \$10,500.00 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).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2017, to the identified completion date (block 1.7).

Subrecipient Initials:

1.) 

2.)



3.)



Date:



**EXHIBIT C**

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" will be required to provide the completed plan electronically (via email, CD or thumb drive) to the EMPG Program Manager at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

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

Subrecipient Initials:

1.) 

2.) 

3.) 

Date: 



TOWN OF DURHAM  
8 NEWMARKET ROAD  
DURHAM, NH 03824  
Tel: 603/868-5571  
Fax: 603/868-1858

October 28, 2019

I certify that the information below is an excerpt of the Durham Town Council meeting minutes of October 21, 2019 relating to agenda item **VIII. "Unanimous Consent Agenda"**, which includes item VIII.C to accept the terms of an Emergency Management Performance Grant of \$10,500

**ATTEST:**

  
Jennie Berry, Administrative Assistant

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**DURHAM TOWN COUNCIL  
MONDAY, OCTOBER 21, 2019  
DURHAM TOWN HALL - COUNCIL CHAMBERS  
7:00PM  
MINUTES**

**MEMBERS PRESENT:** Council Chair Kitty Marple; Council Chair Pro tem Ken Rotner; Councilor Jim Lawson; Councilor Sally Tobias; Councilor Carden Welsh; Councilor Andrew Corrow; Councilor Al Howland; Councilor Wayne Burton; Councilor Dinny Waters

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Acting Administrator Gail Jablonski

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

Chair Marple said she had been asked that item D under the Unanimous Consent Agenda be removed for discussion with regard to Ordinance #2019-02 addressing the purchase, use, and sale of tobacco/vaping products.

**Chair Marple MOVED** that the Durham Town Council does hereby approve Unanimous Consent Agenda Items 8A through 8C as follows:

**VIII A:** *The Durham Town Council does hereby schedule a special meeting date for Monday, December 9, 2019, in addition to its regular legislative meeting dates, to deliberate, discuss, and take action on the proposed FY 2020 Operating, Capital, and Special Fund Budgets and 2020-2029 Capital Improvement Plan; and*



*The Durham Town Council does hereby schedule a Public Hearing for the proposed FY 2020 Operating, Capital, and Special Fund Budgets for Monday, November 18, 2019, in accordance with Section 5.3 "Budget Hearings" of the Durham Town Charter.*

**VIII B:** *The Durham Town Council does hereby approve the 4<sup>th</sup> 2019 Warrant for Water and Sewer totaling \$519,358.91, commits the bills for charges to the Tax Collector for collection, and authorizes the Administrator to sign said warrant on its behalf.*

**VIII C**



*The Durham Town Council, by majority vote, does hereby accept the terms of the Emergency Management Performance Grant as presented in the amount of \$10,500.00 from the NH Department of Safety Division of Homeland Security and Emergency Management to update the Town's 2013 Local Emergency Operations Plan (LEOP) and Continuity of Operations Plan (COOP) for the Town and authorizes the Administrator to sign all related grant documents on behalf of the Town of Durham. Furthermore, the Town Council acknowledges that the total cost of this project will be \$21,000.00, in which the town will be responsible for a 50% match (\$10,500.00).*

*Councilor Welsh SECONDED the motion and it PASSED unanimously, 9-0.*

**VIII D.** **FIRST READING ON ORDINANCE #2019-02** creating a new chapter within the Durham Town Code, Chapter 145 "Tobacco Products", to increase the age for the purchase, use, and possession of tobacco products, e-cigarettes, vaping products or liquid nicotine from 18 to 21 in the Town of Durham

Councilor Tobias said she had requested this item be pulled from Unanimous Consent to make sure it was verbalized and that any interested parties are hearing it now if they may not have read the meeting agenda of they did not know what this particular Unanimous Consent agenda item entailed.

She said it was important to make sure that business owners are aware of this ordinance as it could have a strong effect on local businesses that sell these types of products and that they have fair warning that this is going to be happening. She reminded business owners that the Town Council will be moving the proposed ordinance to a Public Hearing which will be held on November 4, 2019, and if they have interests, concerns, or opinions regarding this matter they should show up at that time and voice their opinions. She said it was important that they are aware that this is happening, as well as anyone else who has an opinion, and they should bring forth their concerns.

Councilor Rotner felt it would be a best practice measure to send out some type formal notification to vendors in town informing them that this ordinance will be coming to a Public Hearing. After some discussion regarding Councilor Rotner's suggestion, Council consensus was to not go outside its normal practice for public hearing notifications and thereby not provide formal notification to businesses. Councilor Lawson instead suggested asking Administrator Selig to cover this item very carefully and highlight it in the weekly "Friday Updates".

This set of minutes was approved at the November 18, 2019 Town Council meeting

**DURHAM TOWN COUNCIL  
MONDAY, OCTOBER 21, 2019  
DURHAM TOWN HALL - COUNCIL CHAMBERS  
7:00 PM  
MINUTES**

**MEMBERS PRESENT:** Council Chair Kitty Marple; Council Chair Pro tem Ken Rotner; Councilor Jim Lawson; Councilor Sally Tobias; Councilor Carden Welsh; Councilor Andrew Corrow; Councilor Al Howland; Councilor Wayne Burton; Councilor Dinny Waters

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Business Manager Gail Jablonski; DPW Director Mike Lynch; Parks and Recreation Director Rachel Gasowski

**I. Call to Order**

Chair Marple called the meeting to order at 7:00 pm.

**II. Approval of Agenda**

Chair Marple said item XI C would be removed from the agenda.

*Chair Marple Moved to approve the Agenda as amended. Councilor Welsh  
SECONDED the motion and it PASSED unanimously 9-0.*

**III. Special Announcements**

Chair Marple said she'd like to offer a public apology to Councilor Waters, concerning the discussion on Pay as you Throw at the last meeting, when she said she was somewhat dismissive of his concerns about this issue. She said she'd be happy to address his concerns and comments.

~~Councilor Rotner noted that Administrator Selig was at a conference in Nashville and that Business Manager Gail Jablonski was in his place at the Council table this evening.~~

**IV. Public Comments (\*)**

**Bill Hall, Smith Park Lane** spoke on several issues.

- He noted that Councilor Lawson had asked for a report on the water system, and then there was a presentation on the system at a Council meeting. Mr. Hall said at three Council meetings, he discussed his disagreement with the information that was presented, but said Town staff hadn't responded to this yet.

*VIII C: The Durham Town Council, by majority vote, does hereby accept the terms of the Emergency Management Performance Grant as presented in the amount of \$10,500.00 from the NH Department of Safety Division of Homeland Security and Emergency Management to update the Town's 2013 Local Emergency Operations Plan (LEOP) and Continuity of Operations Plan (COOP) for the Town and authorizes the Administrator to sign all related grant documents on behalf of the Town of Durham. Furthermore, the Town Council acknowledges that the total cost of this project will be \$21,000.00, in which the town will be responsible for a 50% match (\$10,500.00).*

*Councilor Welsh SECONDED the motion and it PASSED unanimously, 9-0.*

VIII D. **FIRST READING ON ORDINANCE #2019-02** creating a new chapter within the Durham Town Code, Chapter 145 "Tobacco Products", to increase the age for the purchase, use, and possession of tobacco products, e-cigarettes, vaping products or liquid nicotine from 18 to 21 in the Town of Durham

Councilor Tobias said she had requested this item be pulled from Unanimous Consent to make sure it was verbalized and that any interested parties are hearing it now if they may not have read the meeting agenda of they did not know what this particular Unanimous Consent agenda item entailed.

She said it was important to make sure that business owners are aware of this ordinance as it could have a strong effect on local businesses that sell these types of products and that they have fair warning that this is going to be happening. She reminded business owners that the Town Council will be moving the proposed ordinance to a Public Hearing which will be held on November 4, 2019, and if they have interests, concerns, or opinions regarding this matter they should show up at that time and voice their opinions. She said it was important that they are aware that this is happening, as well as anyone else who has an opinion, and they should bring forth their concerns.

Councilor Rotner felt it would be a best practice measure to send out some type formal notification to vendors in town informing them that this ordinance will be coming to a Public Hearing. After some discussion regarding Councilor Rotner's suggestion, Council consensus was to not go outside its normal practice for public hearing notifications and thereby not provide formal notification to businesses. Councilor Lawson instead suggested asking Administrator Selig to cover this item very carefully and highlight it in the weekly "Friday Updates". Councilor Rotner felt this would be a nice compromise and said he was in favor of moving forward in the fashion stated by Councilor Lawson.

*Chair Marple MOVED that the Durham Town Council does hereby move on First Reading, as presented, Ordinance #2019-02 creating a new chapter within the Durham Town Code, Chapter 145 "Tobacco Products" which establishes the age of 21 to be the minimum required age of any individual in the Town of Durham to purchase, use or possess tobacco products, e-cigarettes, vaping products or liquid nicotine and requires Durham merchants to ensure this act by verifying legitimate identification at the time*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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.

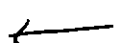
The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories 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.

| <b>Participating Member:</b><br>Primex3 Members as per attached Schedule of Members<br>Property & Liability Program |  | <b>Member Number:</b>          |                                 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |              |
|---|--|--------------------------------|---------------------------------|--|--------------|
|   | Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not:  |              |
| <input checked="" type="checkbox"/>   | General Liability (Occurrence Form)<br>Professional Liability (describe)<br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2019                       | 7/1/2020                        | Each Occurrence  | \$ 5,000,000 |
|   |  |                                |                                 | General Aggregate  | \$ 5,000,000 |
|   |  |                                |                                 | Fire Damage (Any one fire)   |              |
|   |  |                                |                                 | Med Exp (Any one person)   |              |
|   | Automobile Liability<br>Deductible    Comp and Coll:<br><br>Any auto   |                                |                                 | Combined Single Limit<br>(Each Accident)<br>Aggregate  |              |
|   | Workers' Compensation & Employers' Liability   |                                |                                 | Statutory  |              |
|   |  |                                |                                 | Each Accident  |              |
|   |  |                                |                                 | Disease - Each Employee  |              |
|   |  |                                |                                 | Disease - Policy Limit   |              |
|   | Property (Special Risk includes Fire and Theft)  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated)  |              |
| Description: Proof of Primex Member coverage only.  |  |                                |                                 |  |              |

|  |                                 |                   |  |
|--|---------------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b>                             | <b>Additional Covered Party</b> | <b>Loss Payee</b> | Primex <sup>3</sup> - NH Public Risk Management Exchange   |
| NH Dept of Safety<br>33 Hazen Dr.<br>Concord, NH 03301 |                                 |                   | By: <i>Mary Beth Purcell</i>   |
|  |                                 |                   | Date: 6/21/2019    mpurcell@nhprimex.org   |
|  |                                 |                   | Please direct inquires to:<br>Primex <sup>3</sup> Claims/Coverage Services<br>603-225-2841 phone<br>603-228-3833 fax |

|  |      |
|--|------|
| Southeastern New Hampshire Hazmat Mutual Aid     | 583  |
| Southern NH Special Operations Unit              | 595  |
| Southwest New Hampshire District Fire Mutual Aid | 538  |
| Stark School District                            | 831  |
| Stoddard School District                         | 854  |
| Strafford Regional Planning Commission           | 562  |
| Strafford School District                        | 944  |
| Stratford School District                        | 832  |
| Stratham School District                         | 821  |
| Strong Foundations Charter School                | 1213 |
| Sullivan County                                  | 606  |
| Sullivan School District                         | 964  |
| Sunapee School District                          | 955  |
| Surry School District                            | 965  |
| Swains Lake Village District                     | 552  |
| Tamworth School District                         | 836  |
| Thornton School District                         | 758  |
| Tilton Northfield Fire                           | 567  |
| Timberlane Regional School District              | 775  |
| Town of Albany                                   | 101  |
| Town of Alexandria                               | 102  |
| Town of Alstead                                  | 104  |
| Town of Amherst                                  | 106  |
| Town of Andover                                  | 107  |
| Town of Antrim                                   | 108  |
| Town of Auburn                                   | 111  |
| Town of Barnstead                                | 112  |
| Town of Barrington                               | 113  |
| Town of Bartlett                                 | 114  |
| Town of Bath                                     | 115  |
| Town of Belmont                                  | 117  |
| Town of Bennington                               | 118  |
| Town of Benton                                   | 121  |
| Town of Bow                                      | 123  |
| Town of Bradford                                 | 124  |
| Town of Brookfield                               | 128  |
| Town of Campton                                  | 130  |
| Town of Canaan                                   | 131  |
| Town of Carroll                                  | 134  |
| Town of Charlestown                              | 136  |
| Town of Chatham                                  | 137  |
| Town of Chester                                  | 138  |
| Town of Clarksville                              | 142  |
| Town of Colebrook                                | 143  |
| Town of Columbia                                 | 144  |
| Town of Cornish                                  | 147  |
| Town of Dalton                                   | 149  |
| Town of Danbury                                  | 150  |
| Town of Deering                                  | 153  |
| Town of Derry                                    | 154  |
| Town of Dorchester                               | 155  |
| Town of Durham                                   | 160  |
| Town of Eaton                                    | 163  |
| Town of Enfield                                  | 166  |
| Town of Epping                                   | 167  |
| Town of Errol                                    | 169  |
| Town of Farmington                               | 171  |
| Town of Fitzwilliam                              | 172  |
| Town of Gilsum                                   | 180  |
| Town of Gorham                                   | 182  |
| Town of Goshen                                   | 183  |
| Town of Grafton                                  | 184  |





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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.

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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.

|  |                       |  |
|--|-----------------------|--|
| <b>Participating Member:</b><br>Primex3 Members as per attached Schedule of Members<br>Workers' Compensation Program | <b>Member Number:</b> | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |
|--|-----------------------|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not   | Limits - NH Statutory Limits May Apply, if Not |
|--|--------------------------------|---------------------------------|--|--|
| <input type="checkbox"/> General Liability (Occurrence Form)<br><input type="checkbox"/> Professional Liability (describe)<br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence |                                |                                 | <input type="checkbox"/> Each Occurrence<br><input type="checkbox"/> General Aggregate<br><input type="checkbox"/> Fire Damage (Any one fire)<br><input type="checkbox"/> Med Exp (Any one person) |  |
| <input type="checkbox"/> Automobile Liability<br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto   |                                |                                 | <input type="checkbox"/> Combined Single Limit (Each Accident)<br><input type="checkbox"/> Aggregate   |  |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability   | 1/1/2019                       | 1/1/2020                        | <input checked="" type="checkbox"/> Statutory<br><input type="checkbox"/> Each Accident<br><input type="checkbox"/> Disease - Each Employee<br><input type="checkbox"/> Disease - Policy Limit     | \$2,000,000<br>\$2,000,000                     |
| <input type="checkbox"/> Property (Special Risk Includes Fire and Theft)   |                                |                                 | <input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)   |  |

**Description:** Proof of Primex Member coverage only.

|  |                                 |                   |   |
|--|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b>                             | <b>Additional Covered Party</b> | <b>Loss Payee</b> | Primex <sup>3</sup> - NH Public Risk Management Exchange  |
| NH Dept of Safety<br>33 Hazen Dr.<br>Concord, NH 03301 |                                 |                   | <b>By:</b> <i>Tammy Downer</i><br><b>Date:</b> 12/17/2018    tdenver@nhprimex.org<br>Please direct inquires to:<br>Primex <sup>3</sup> Claims/Coverage Services<br>603-225-2841 phone<br>603-228-3833 fax |

|  |       |
|--|-------|
| Rockingham Regional Planning Commission          | 563   |
| Salem Housing Authority                          | 521   |
| SAU 7 Office                                     | 817   |
| SAU 19 Office                                    | 748   |
| Somersworth Housing Authority                    | 533   |
| Southeast Regional Refuse Dist 53-B              | 536   |
| Southern New Hampshire Planning Commission       | 525   |
| Southwest New Hampshire District Fire Mutual Aid | 538   |
| Southwest Region Planning Commission             | 566   |
| Stewartstown School District                     | 790   |
| Strafford County                                 | 605   |
| Strafford Regional Planning Commission           | 562   |
| Swains Lake Village District                     | 552   |
| Tilton-Northfield Water District                 | 585   |
| Town of Acworth                                  | 100   |
| Town of Albany                                   | 101   |
| Town of Alexandria                               | 102   |
| Town of Allenstown                               | 103   |
| Town of Alstead                                  | 104   |
| Town of Alton                                    | 105   |
| Town of Andover                                  | 107   |
| Town of Antrim                                   | 108   |
| Town of Ashland                                  | 109   |
| Town of Atkinson                                 | 110   |
| Town of Auburn                                   | 111   |
| Town of Barrington                               | 113   |
| Town of Bartlett                                 | 114   |
| Town of Bath                                     | 115   |
| Town of Bedford                                  | 116   |
| Town of Belmont                                  | 117   |
| Town of Bennington                               | 118   |
| Town of Bethlehem                                | 119   |
| Town of Boscawen                                 | 122   |
| Town of Bow                                      | 123   |
| Town of Brentwood                                | 125   |
| Town of Bristol                                  | 127   |
| Town of Brookfield                               | 128   |
| Town of Brookline                                | 129   |
| Town of Campton                                  | 130   |
| Town of Canaan                                   | 131   |
| Town of Candia                                   | 132   |
| Town of Canterbury                               | 133   |
| Town of Carroll                                  | 134   |
| Town of Center Harbor                            | 135   |
| Town of Chesterfield                             | 139   |
| Town of Chichester                               | 140   |
| Town of Clarksville                              | 142   |
| Town of Colebrook                                | 143   |
| Town of Conway                                   | 146   |
| Town of Cornish                                  | 147   |
| Town of Croydon                                  | 148   |
| Town of Dalton                                   | 149   |
| Town of Deerfield                                | 152   |
| Town of Deering                                  | 153   |
| Town of Dublin                                   | 157   |
| Town of Dummer                                   | 158   |
| Town of Dunbarton                                | 159   |
| Town of Durham ←                                 | 160 ← |
| Town of East Kingston                            | 161   |
| Town of Easton                                   | 162   |
| Town of Eaton                                    | 163   |
| Town of Effingham                                | 164   |

U.S. Department of Homeland Security  
Washington, D.C. 20472



Cindy Richard  
NH Dept. of Safety, Div. of Homeland Security & Emergency Management  
33 Hazen Drive  
Concord, NH 03305 - 0011

Re: Grant No.EMB-2018-EP-00007

Dear Cindy Richard:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of \$3,480,972.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,480,972.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,961,944.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

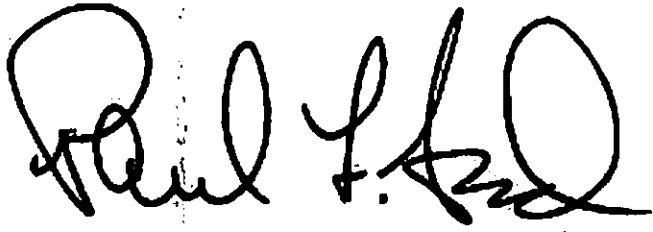
Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.



A handwritten signature in black ink, appearing to read "Paul F. Ford". The signature is stylized with large, rounded letters and a prominent loop at the end.

PAUL FRANCIS FORD Regional Administrator