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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

September 14, 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 Rumney, (VC#159946-B001), in an amount of \$4,000.00 to update the community's Local Emergency Operation Plan (LEOP). Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

02-23-23-236010-80920000 - Dept. of Safety – Div. of HSEM – EMPG	<u>SFY 2024</u>
072-500574 Grants to Local Gov't - Federal	\$4,000.00
Activity Code: 23EMPG 2021	

EXPLANATION

Governor and Council approval is being sought because the amount of previous payments by the Department of Safety to the Town of Rumney plus the amount of this grant yields a cumulative amount that is over the Department's approved threshold.

The purpose of this grant is for the Town of Rumney to update their community's LEOP. The grant listed above is funded from the FFY 2021 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, 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 EMPG Program Director, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval is based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The EMP 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 & C 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

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 Rumney (VC# 159946-B001)		1.4. Subrecipient Address 79 Depot Street, Rumney, NH 03266	
1.5. Subrecipient Tel. # (603)786-9511	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$4,000.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 271-2231	
"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 <i>Ed Haskell</i>		1.12. Name & Title of Subrecipient Signor 1 Ed Haskell Selectman	
Subrecipient Signature 2 <i>Robert J. Burt</i>		Name & Title of Subrecipient Signor 2 <i>Robert J. Burt</i> Selectman	
Subrecipient Signature 3 <i>Isaac DeWeers</i>		Name & Title of Subrecipient Signor 3 Isaac DeWeers SELECTMAN	
1.13. State Agency Signature(s) By: <i>Amy L. Newbury</i> On: 9/14/23		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Christina White</i> Assistant Attorney General, On: 9/28/2023			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

Subrecipient Initials: 1.) ELW 2.) MS 3.) ID

Date: 9/15/23

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

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

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

3.) ID Date: 9/5/23

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.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Subrecipient Initials: 1.) ELH 2.) MB

3.) ID Date: 9/5/23

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.

Subrecipient Initials: 1.) ELH 2.) IS

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.

3.) IS

Date: 9/5/23

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.) ELH

2.) NS

3.) FD

Date: 9/5/23

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 Rumney (hereinafter referred to as "the Subrecipient") \$4,000.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 15, 2024.
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.) ELH 2.) NB 3.) FD

Date: 9/5/23

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
Awarding Agency: Federal Emergency Management Agency	Pass-through Entity: Homeland Security & Emergency Management
Federal Award: \$3,536,296.00	Assistance Listings Number/Title: Emergency Management Performance Grant / 97.042
Federal Award Date: 8/16/2021	R&D: No
Indirect Cost Rate: 14.22%	Federal Award Identification Number (FAIN): EMB-20221-EP-00004
Subrecipient Information	
Name: Town of Rumney	UEI: KA99ELMKD
Current Subaward Amount: \$4,000.00	Total Subawards Amount: \$4,000.00
Period of Performance	
Start	End
10/1/2020	8/31/2024
Budget Period	
Start	End
10/1/2020	8/31/2024

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,000.00.
- 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.

Subrecipient Initials: 1.) ELH 2.) DSY 3.) SB Date: 9/5/23

- c. "The State" shall reimburse up to \$4,000.00 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).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, 10/1/2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) ELH

2.) NS

3.) ID

Date: 9/5/23

**Board of Selectmen
August 21, 2023
Selectmen's Meeting Minutes**

- Present: Select Board Members –Ed Haskell, Bob Berti & Isaac DeWever
Town Administrator – Joe Chivell
- 6:30 PM Meeting was called to order by Selectman, Ed Haskell. Payroll and accounts payable checks were reviewed and signed.
The Following document was reviewed and signed:
- Payroll Worksheet
- Rumney Tax Collector, Lila Williams, asked to meet with the Board of Selectmen to discuss the properties in Rumney that are due for Tax Deeding. The owners of the properties that are due to be Deeded have been notified that they have until noon on September 15, 2023, to make payment of the noticed amount to avoid having their property taken by Tax Deed.
- To discuss the individual properties the Board chose to enter into nonpublic session.
- 6:32 PM Selectman, Isaac DeWever, made a motion to enter nonpublic session, as allowed under NH RSA 91-A:3, II (c). The motion received a second from Selectman, Ed Haskell. There was no discussion on the motion. Following a roll call vote, the motion passed 3-0.
- 7:03 PM Selectman, Ed Haskell, made a motion to leave nonpublic session and return to public session. The motion received a second from Selectman, Bob Berti. There was no discussion on the motion. Following a roll call vote, the motion passed 3-0.
- Selectman, Isaac DeWever, made a motion to hereby notify Rumney Tax Collector, Lila Williams, that unless the appropriate payment is received by 12 Noon on September 15, 2023, the Board of Selectmen accept the Tax Collector Deeds on the following properties: Map/Lot 11-02-16, 11-02-18, 11-08-05, and 12-07-26. The motion received a second from Selectman, Ed Haskell. There was no discussion on the motion. Following a roll call vote the motion passed 3-0.
- Each of the four notices of deeding were signed by the three Board of Selectmen.
- 7:06 PM Public Forum – There was no participation in the public forum.
- 7:07 PM Town Administrator Report –
- The minutes of the August 21, 2023, Board of Selectmen Meeting were provided for review. Selectman, Ed Haskell, made a motion to accept the Minutes of the August 21, 2023, Board of Selectmen Meeting. The motion received a second from

Draft Meeting Minutes of the September 5, 2023, Board of Selectmen Meeting

Selectman, Isaac DeWever. There was no discussion on the motion. The motion passed.3-0.

A New Hampshire Department of Safety Grant to assist funding for renewing the Town of Rumney Emergency Operation Plan was provided for the Board of Selectmen to review. The total current sub-award amount shown on the grant is \$4,000.00, with a start date of October 1, 2020, and a finish date of 8/31/2024.

Board of Selectman, Bob Berti, made a motion that the Select Board, in a majority vote, accept the terms of the Emergency Management Performance Grant as presented in the amount of \$4,000.00 for the Town of Rumney's Local Emergency Operation Plan Update. Furthermore, the Board Acknowledges that the total cost of the project will be \$8,000.00, in which the Town will be responsible for a 50% match, \$4,000.00. The motion received a second from Selectman, Isaac DeWever. There was no discussion on the motion. The motion passed 3-0.

Town Administrator, Joe Chivell, reported to the Board that he has a concern regarding the age of the forced hot water furnace that heats the Rumney Town Office. The current #2 oil style furnace is going on 32 years of service. Chivell noted that in a case such as this, he would like to discuss replacing the heat source for the building in a planned manner, rather than an emergency manner. Chivell reported that he had asked Dead River to provide a quote, as Dead River is the provider of heating fuel at this time. Chivell went on to explain that if the Board were to move forward on replacing the furnace, he would like to have a water heater installed for the restrooms. Currently the hot water cycles through the furnace 12-months of the year. An electric water heater would allow for the furnace to be turned off during the non-heating season.

Selectman, Isaac DeWever, stated that a project like this could be covered with the savings that have been made while placing the addition onto the building. Selectman, Bob Berti, stated that installing an electric water heater would be appropriate. Selectman, Ed Haskell, agrees that LP gas would be an appropriate way to go. The Board directed the Town Administrator to continue obtaining quotes for a possible changeover.

Town Administrator, Joe Chivell, reported to the Board he had met with the NH Electric CO-OP at the Former Rumney Rest Area to discuss bringing power back to the building. The CO-OP had provided a copy of an Easement that would allow them to install the required pole and bring underground wiring from the pole to the meter box. After reviewing the Easement, the Board signed off on the document. Chivell also reported that while visiting the site he noted four or five trees that, as a preventative measure, should be removed before the pole and wires are put into place. Chivell reported that he had asked Selectman, Bob Berti, to walk the area for his opinion of removing the trees. Selectman, Bob Berti, agreed that there are four trees that should be removed, and that those trees contain good saw logs. The fifth

leaching into the ground he reminded Coursey that he stated he would use less salt in the sand since it would be covered, so that should limit the leaching issue.

Selectman, Isaac DeWever, stated he can kind of understand putting the paving down, but this is in the same line as when Coursey asked to purchase an additional wall for the sand shed that was not part of the original cost in the warrant article. DeWever felt that it either should have been part of the original budget, or Coursey should ask for it to be a warrant article next year. Selectman, Ed Haskell, stated that he knows of State sand sheds that are not paved, that work just fine.

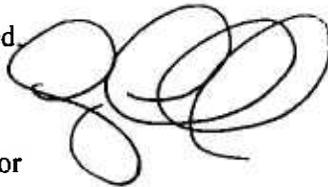
It was determined that spending funds on paving the inside of the sand shed would not be approved.

Selectman, Bob Berti, stated that while he was talking with the Road Agent, Coursey stated that he did not really want to get rid of the 2001 International dump truck. Coursey stated that he thought it was worth more to keep it than to auction it off. Town Administrator, Joe Chivell, stated that he was following up on the directive given to him during the August 7, 2023, Board of Selectmen's Meeting to arrange for the International dump truck and the decommissioned 2015 Police vehicle be prepared and transported to the auction site. Chivell stated he was trying to get this done before the current Safety Inspections expired.

There was a brief discussion on the anticipated value of the vehicles at auction. Town Administrator, Joe Chivell, stated that he would contact the auction company and ask if they have had any like vehicles auctioned and if there were any projections of what the vehicles would go for at auction.

8:14 PM Selectman, Isaac DeWever, made a motion to adjourn the meeting. The motion received a second from Selectman, Ed Haskell. There was no discussion on the motion. The motion passed 3-0.

Sincerely submitted,



Joe Chivell
Town Administrator
Rumney, NH

Up-coming Meeting Dates

Selectmens Office will be Closed	September 8 th , 15 th
Fire Commissioners Meeting	September 11, 2023
Cemetery Trustee Meeting	September 12, 2023
Board of Selectmen Meeting	September 18, 2023
Board of Selectmen Office Closed	September 20-27, 2023

Draft Meeting Minutes of the September 5, 2023, Board of Selectmen Meeting



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: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		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) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 7/6/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Orford	264	7/1/2023
Town of Pelham	266	7/1/2023
Town of Peterborough	268	7/1/2023
Town of Piermont	269	7/1/2023
Town of Pittsburg	270	7/1/2023
Town of Plainfield	272	7/1/2023
Town of Plymouth	274	7/1/2023
City of Portsmouth	275	7/1/2023
Town of Randolph	276	7/1/2023
Town of Richmond	278	7/1/2023
City of Rochester	280	7/1/2023
Town of Roxbury	282	7/1/2023
Town of Rumney	283	7/1/2023
Town of Salem	285	7/1/2023
Town of Sanbornton	287	7/1/2023
Town of Sandown	288	7/1/2023
Town of Sandwich	289	7/1/2023
Town of Seabrook	290	7/1/2023
Town of Sharon	291	7/1/2023
Town of Shelburne	292	7/1/2023
City of Somersworth	293	7/1/2023
Town of Stark	297	7/1/2023
Town of Stewartstown	298	7/1/2023
Town of Strafford	299	7/1/2023
Town of Stratford	300	7/1/2023
Town of Sugar Hill	302	7/1/2023
Town of Surry	305	7/1/2023
Town of Sutton	306	7/1/2023
Town of Tamworth	308	7/1/2023
Town of Stoddard	310	7/1/2023
Town of Unity	314	7/1/2023
Town of Thornton	320	7/1/2023
Town of Whitefield	325	7/1/2023
Town of Wilmot	326	7/1/2023
Town of Winchester	328	7/1/2023
Town of Windham	329	7/1/2023
Town of Wentworth	330	7/1/2023
Hart's Location	333	7/1/2023
Concord Regional Solid Waste/Resource Recovery Cooperative	400	7/1/2023
Sawyer Lake Village District	401	7/1/2023
Orford Village District	402	7/1/2023
Hillsborough County Conservation District	404	7/1/2023
Village District of Little Boar's Head	405	7/1/2023
North Walpole Village District	439	7/1/2023
Rollinsford Water & Sewer District	442	7/1/2023
Rye Water District	443	7/1/2023
Seabrook Beach Village District	448	7/1/2023
Central NH Special Operations Unit	450	7/1/2023
Coos County Conservation District	451	7/1/2023
Seacoast Emergency Response Team	452	7/1/2023
Midwest NH HazMat Mutual Aid District	455	7/1/2023
Copple Crown Village District	456	7/1/2023



CERTIFICATE OF COVERAGE

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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: Primex3 Members as per attached Schedule of Members Workers' Compensation Program	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 1/5/2023 mpurcell@nhprimex.org
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Nelson	244	1/1/2023
Town of New Boston	246	1/1/2023
Town of New Ipswich	253	1/1/2023
Town of Newfields	250	1/1/2023
Town of Newington	252	1/1/2023
Town of Newport	256	1/1/2023
Town of Newton	257	1/1/2023
Town of Northfield	258	1/1/2023
Town of Northumberland	260	1/1/2023
Town of Northwood	261	1/1/2023
Town of Nottingham	262	1/1/2023
Town of Orange	263	1/1/2023
Town of Orford	264	1/1/2023
Town of Ossipee	265	1/1/2023
Town of Pembroke	267	1/1/2023
Town of Pittsburg	270	1/1/2023
Town of Pittsfield	271	1/1/2023
Town of Plainfield	272	1/1/2023
Town of Plaistow	273	1/1/2023
Town of Plymouth	274	1/1/2023
Town of Raymond	277	1/1/2023
Town of Rindge	279	1/1/2023
Town of Rollinsford	281	1/1/2023
Town of Roxbury	282	1/1/2023
Town of Rumney	283	1/1/2023
Town of Rye	284	1/1/2023
Town of Salem	285	1/1/2023
Town of Salisbury	286	1/1/2023
Town of Sanbornton	287	1/1/2023
Town of Sandown	288	1/1/2023
Town of Sandwich	289	1/1/2023
Town of Seabrook	290	1/1/2023
Town of Shelburne	292	1/1/2023
Town of South Hampton	294	1/1/2023
Town of Springfield	295	1/1/2023
Town of Strafford	299	1/1/2023
Town of Stratford	300	1/1/2023
Town of Stratham	301	1/1/2023
Town of Sullivan	303	1/1/2023
Town of Sunapee	304	1/1/2023
Town of Surry	305	1/1/2023
Town of Swanzey	307	1/1/2023
Town of Tamworth	308	1/1/2023
Town of Temple	309	1/1/2023
Town of Thornton	320	1/1/2023
Town of Tilton	311	1/1/2023
Town of Troy	312	1/1/2023
Town of Tuftonboro	313	1/1/2023
Town of Unity	314	1/1/2023
Town of Wakefield	315	1/1/2023
Town of Walpole	316	1/1/2023
Town of Warner	317	1/1/2023
Town of Warren	318	1/1/2023
Town of Washington	319	1/1/2023
Town of Waterville Valley	518	1/1/2023
Town of Weare	321	1/1/2023
Town of Webster	322	1/1/2023
Town of Westmoreland	324	1/1/2023
Town of Whitefield	325	1/1/2023
Town of Wilmot	326	1/1/2023
Town of Wilton	327	1/1/2023