

147 CSG



# 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

January 18, 2024

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), Rumney, NH 03266, for a total amount of \$11,000.00 to install a backup generator for their Emergency Operations Center (EOC). 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 -HSEM- EMPG	<u>SFY 2024</u>
072-500574 Grants to Local Gov't - Federal	\$11,000.00
Activity Code: 23EMPG 2021	

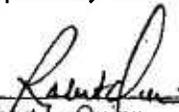
### EXPLANATION

The purpose of this grant is for the Town of Rumney to install a backup generator for their primary Emergency Operations Center (EOC). This project includes digging, trenching, underground fuel storage tank installation, and installation of necessary electrical equipment for the backup generator. The grant listed above is funded from the FFY 2021 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 EMPG Program Manager, 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 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 & 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.

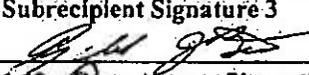
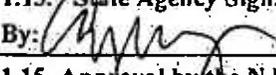
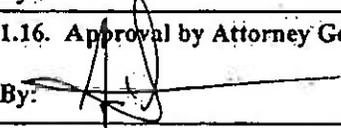
Respectfully submitted,

  
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**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Rumney (VC# 159946-B001)		<b>1.4. Subrecipient Address</b> 79 Depot Street, Rumney, NH 03266	
<b>1.5. Subrecipient Tel. #</b> (603)786-9511	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2024	<b>1.8. Grant Limitation</b> \$11,000.00
<b>1.9. Grant Officer for State Agency</b> Sheila Dupere, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Ed Haskell, Board Chair	
Subrecipient Signature 2 		<b>Name &amp; Title of Subrecipient Signor 2</b> Isaac DeWever, Selectman	
Subrecipient Signature 3 		<b>Name &amp; Title of Subrecipient Signor 3</b> Robert Berti, Selectman	
<b>1.13. State Agency Signature(s)</b> By:  On: 01/18/24		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Amy L. Newbury, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: / /			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 1/28/24			
<b>1.17. Approval by Governor and Council (if applicable)</b> 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.) \_\_\_\_\_

2.) ID

3.) RJB

Date: 12/18/23

**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.) \_\_\_\_\_ 2.) ID

3.) RJB Date: 12/18/23

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,

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) IB

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

3.) EJS Date: 12/18/23

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.) \_\_\_\_\_ 2.) IB

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.) 2503

Date: 12/18/23

**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.) \_\_\_\_\_ 2.) ID 3.) RJB Date: 12/18/23

**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") \$11,000.00 to install a backup generator for their Emergency Operations Center (EOC).
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.) \_\_\_\_\_

2.) ID

3.) RSB

Date: 12/18/23

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
<b>Awarding Agency:</b> Federal Emergency Management Agency	<b>Pass-through Entity:</b> Homeland Security & Emergency Management
<b>Federal Award:</b> \$3,536,296.00	<b>Assistance Listings Number/Title:</b> Emergency Management Performance Grant / 97.042
<b>Federal Award Date:</b> 8/16/2021	<b>R&amp;D:</b> No
<b>Indirect Cost Rate:</b> 14.22%	<b>Federal Award Identification Number (FAIN):</b> EMB-2021-EP-00004
Subrecipient Information	
<b>Name:</b> Town of Rumney	<b>UEI:</b> KA99ELMKDAC1
<b>Current Subaward Amount:</b> \$11,000.00	<b>Total Subawards Amount:</b> \$15,000.00
Period of Performance	
<b>Start</b>	<b>End</b>
10/1/2020	8/31/2024
Budget Period	
<b>Start</b>	<b>End</b>
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 \$11,000.00.
- 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.) \_\_\_\_\_ 2.) TD 3.) RJS

Date: 12/14/23

- c. "The State" shall reimburse up to \$11,000.00 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.) \_\_\_\_\_

2.) ED

3.) RTB

Date: 12/18/23

**Board of Selectmen  
December 18, 2023  
Selectmen's Meeting Minutes**

Present: Selectmen Bob Berti and Isaac DeWever  
Excused absence: Ed Haskell  
Town Administrator: Joe Chivell

6:30 PM Meeting was called to order by Board Vice-Chair Bob Berti.  
Payroll and accounts payable checks were reviewed and signed.

Documents to review & sign:

- Payroll worksheet
- Intent to Cut
- PAF-Vacation requests

6:30 PM Highway Department - Budget Review Follow-up

The Board of Selectmen requested to meet with Road Agent, Nick Coursey, to follow up on the 2024 Highway Department Budget. The Board had asked Coursey to provide a history of the Road Improvement projects and projected Road Improvement projects.

Coursey was able to provide a history of Road Improvement projects dating back to 1996. The list outlined the roads that were paved, shimmed, and resurfaced. Working off that list, the discussion shifted to what roads were in line for what maintenance to keep them in good condition. Road Agent, Nick Coursey, stated that in 2024 he would like to resurface the pavement of East Rumney Road and Stone Hill Road, while adding to the paved distance to both. These two areas are the oldest pieces of pavement in Town. Coursey added that he would like to complete some gravel work on East Rumney Road during the Summer of 2024.

Moving forward, Coursey would like to chipseal Depot Street and shim parts of Buffalo Road in 2025. Once the bridge work is completed on Buffalo Road, Coursey would like to chipseal Buffalo Road. There was a discussion on the difference of cost and longevity of chipseal verses resurfacing. Chipseal works well on pavement that is intact and extends the longevity between 6-10 years, depending on the traffic flow. Resurfacing is about twice the cost of chipseal but can last twice as long. Again, it depends on the amount of traffic.

Selectman, Isaac DeWever, asked about the extent of work to be done on Stone Hill Road aside from the paving, wanting to keep in mind the issue discussed with Wade Reed of accessing his property. Road Agent, Nick Coursey, stated that he thought there needs to be culvert work and a catch basin and pipe put into place in the area of the open ditch.

Selectman, Bob Berti, mentioned he noticed a lot of water running out of the Forest Service areas along Buffalo Road. There is a Roads Agreement in place between the US Forest Service and the Town. Town Administrator, Joe Chivell, suggested arranging a meeting with the USFS and Town sometime in late March or early April to discuss a plan of action for the Summer of 2024.

Road Agent, Nick Coursey, reported that a section of DoeTown Road, at the Forest Service access gate, washed out during today's rainstorm. Coursey stated the culvert that is at that location could not handle the amount of water and it washed out. Coursey reported that he had contacted a contractor to replace the culvert tomorrow to re-open the road.

Selectman, Bob Berti, stated that he was concerned about the new driveway on Buffalo Road and the steepness of it. Berti feels that the Road Agent and Planning Board need to take a deep look at driveway applications such as this one. Selectman, Isaac DeWever, the Board of Selectmen liaison to the Planning Board, stated that the driveway in question has not been issued its final permit, that it is still in the preliminary phase of being built. Road Agent, Nick Coursey, agreed that it has not been finalized. Coursey stated that the first 12-20 feet of the access off Buffalo Road may need work, but that will be addressed during the final inspection. There was further discussion on the shape, location, and slope of driveways, and the limitation placed on such since Rumney has no Zoning.

Selectman, Bob Berti, noting the time, explained that the Board would need to meet with Road Agent, Nick Coursey, again to discuss vehicles and equipment. Coursey will be asked to attend the January 2, 2024, Board of Selectmen's Meeting.

7:20 PM – Roger Scroggins Old Home Day Committee

Roger Scroggins had asked to meet with the Board of Selectmen to discuss the electrical needs on the Rumney Town Common. Scroggins explained that during the Rumney Old Home Day events on the Common, updated and additional electrical sources would make for a better experience. Scroggins explained several vendors have asked to have access to power for their display. He stated that since there is not enough power for everyone, the Old Home Day Committee has not, in fairness, offered power to any vendor. Scroggins also stated that he would like to eliminate the need for generator use on the Common. With the addition of a food truck, came the need for a generator.

A diagram of the Common was provided showing the location of the electrical panel, existing outlets, and projected outlet locations. The additional outlets would be on the perimeter of the Common. Scroggins stated that he has not obtained any quotes for such a project, in that he doesn't have the working knowledge of high energy outlets, he only works with low energy items.

There was a discussion of how to find out what is needed to meet electrical codes for the panel box, conduit, and outlets. Scroggins also suggested adding access to 220 outlets.

In addition to upgrading the electrical situation, Scroggins spoke about having some landscaping work done to level the area of the Common.

Draft Meeting Minutes of the December 18, 2023, Board of Selectmen Meeting

The Board of Selectmen agreed to look into the electrical needs. They would like to know how many vendors ask for power and how that would affect vendor fees. Noting the additional outlets would still not be enough for all the vendors onsite. Additionally, if 220 power was added, how would it fit into the fee structure.

Roger Scroggins was asked to add a few items to the diagram and forward it to the Town Office. It was understood that this may be a project that would be phased in overtime.

7:42 PM Town Administrator Report –

Meeting minutes from the December 4, 2023, Board of Selectmen's Meeting were provided for review. Selectman, Isaac DeWever, made a motion to accept the December 4, 2023, Rumney Board of Selectmen's Meeting minutes. The motion received a second from Selectman, Bob Berti. The motion passed 2-0.

The LP tanks for the new boiler have been delivered. Dead River will install the pipe from the tanks to the building, Wednesday December 20<sup>th</sup>. The new boiler will be installed after Christmas.

The Town of Rumney received Special One-time Bridge Funding payment in the amount of \$13,659.89. This one-time payment is unanticipated revenue and will need a Public Hearing to Accept. A Public Hearing will be posted for the January 2, 2024, Board of Selectmen's Meeting.

Rumney EMS Director, Dan Medaglia, reported the ambulance passed the semi-annual inspection and is licensed for the next two years to complete transports.

Town Tax Collector, Lila Williams, reported that 72% of the 2023 Part-2 Property Taxes have been paid.

During the November 7, 2022, Board of Selectmen's Meeting, a Public Hearing was held requesting authorization to withdraw up to \$13,743.00 from the Cemetery Capital Reserve Fund to complete repairs on the Highland South Cemetery Wall. The work was completed the Summer of 2023. The contractor was paid \$13,742.10. The funds have not been withdrawn from the Capital Reserve. The 2023 Cemetery Operating Budget will be able to pay \$3,042.10 towards this repair. Town Administrator, Joe Chivell, recommended that the Board use the \$3,042.10 for the repair and only request \$10,700.00 from the Cemetery Capital Reserve. The Board was in favor of handling the project funding in that fashion.

The Board members were asked to choose a date for the Selectmen's Workshop to complete a final review of the proposed 2024 Budget. The date proposed was January 6, 2024. This date will be given to Selectman, Ed Haskell, before it is confirmed.

8:05 PM New Business

The Town received the proposed Grant Application from the State of NH Department of Safety Division of Homeland Security and Emergency Management to install the generator and connect it to the Town Office Building, where the EOC is officed, and Depot Street Fire Station. The

Draft Meeting Minutes of the December 18, 2023, Board of Selectmen Meeting

grant requires a 50% match from the Town. The Grant is for \$22,000.00 with a \$11,000.00 match from the Town.

Selectman, Isaac DeWever, made a motion in that the Rumney Board of Selectmen, in a majority vote, accept the terms of the Emergency Management Performance Grant as presented in the amount of \$11,000.00 for the EOC generator installation project. Furthermore, the Board acknowledges that the Total cost of the project will be \$22,000.00, in which the Town will be responsible for a 50% match (\$11,000.00). The motion received a second from Selectman, Bob Berti. There was no additional discussion on the motion. The motion passed 2-0.

An agreement between the Town of Rumney and Certified Computer Solutions, effective 4/19/2024 to 4/18/2029, for the IT Equipment Maintenance was presented by Town Administrator, Joe Chivell. Chivell explained that the current agreement with Certified Computer Solutions expires 4/18/2024. He explained that CCS have provided the Town's computer needs for several years. The agreement provides equipment replacement and technical assistance. The agreement does show an annual increase of approximately \$3,000.00. Most of the increase is attributed to the addition of the Police Department server coverage being added.

Selectman, Isaac DeWever, made a motion to accept and sign the 5-year IT Equipment Maintenance Agreement with Certified Computer Solutions and to authorize Vice-chair, Bob Berti, to sign the agreement. The motion received a second from Selectman, Bob Berti. There was no discussion on the motion. The motion passed 2-0. Board of Selectmen Vice-chair signed the agreement.

Town Administrator, Joe Chivell, presented a Purchase Order to buy a laptop computer for the Cemetery Trustees. The Cemetery Operating Budget will cover the purchase of the laptop, the amount of the Purchase Order is \$1,475.00.

Town Administrator, Joe Chivell, presented a list of funds to encumber from the 2023 Operating Budget for items and or projects that are in progress and will be carried over to 2024 for payment. The Board members reviewed and signed the 2023 Encumbered Funds document.

Town Administrator, Joe Chivell, presented a request on behalf of the Full-time employees who have unused vacation and or compensatory time to be allowed to carry over the unused time from 2023 to 2024. Selectman, Bob Berti, did voice a concern about the amount of unused time that is being carried over. Berti feels that a policy to restrict the amount of unused time that can be carried over needs to be looked at this coming year. Both Selectmen, Isaac DeWever and Bob Berti, signed the document.

Veteran's Credits for properties' 12 007-002 and 2 002-008 were reviewed and signed by the Board members.

The November Treasurer's Report was made available for review.

8:15 PM Old Business

Town Administrator, Joe Chivell, reported that the 4-season Road Bond had been received for the logging operation on Class VI Will Colburn Road

8:16 PM Selectman, Isaac DeWever, made a motion to adjourn the meeting. The motion was seconded by Selectman, Bob Berti. There was no discussion on the motion. The motion passed 2-0.

Sincerely submitted,

Joe Chivell  
Town Administrator  
Rumney, NH

Up-coming Meeting Dates

Planning Board Meeting	December 19, 2023
Town Office Closed for Christmas Holiday	December 25, 2023
Town Office Closed for New Year's Day	January 1, 2024
Board of Selectmen Meeting/Fire Commissioners	January 2, 2024
Cemetery Trustees Meeting	January 4, 2024
Supervisors of the Checklist Session	January 10, 2024

**Board of Selectmen  
December 18, 2023  
Selectmen's Meeting Minutes**

Present: Selectmen Bob Berti and Isaac DeWever  
Excused absence: Ed Haskell  
Town Administrator: Joe Chivell

6:30-PM Meeting was called to order by Board Vice-Chair Bob Berti.  
Payroll and accounts payable checks were reviewed and signed.

Documents to review & sign:

- Payroll worksheet
- Intent to Cut
- PAF-Vacation requests

6:30 PM Highway Department - Budget Review Follow-up

The Board of Selectmen requested to meet with Road Agent, Nick Coursey, to follow up on the 2024 Highway Department Budget. The Board had asked Coursey to provide a history of the Road Improvement projects and projected Road Improvement projects.

Coursey was able to provide a history of Road Improvement projects dating back to 1996. The list outlined the roads that were paved, shimmed, and resurfaced. Working off that list, the discussion shifted to what roads were in line for what maintenance to keep them in good condition. Road Agent, Nick Coursey, stated that in 2024 he would like to resurface the pavement of East Rumney Road and Stone Hill Road, while adding to the paved distance to both. These two areas are the oldest pieces of pavement in Town. Coursey added that he would like to complete some gravel work on East Rumney Road during the Summer of 2024.

Moving forward, Coursey would like to chipseal Depot Street and shim parts of Buffalo Road in 2025. Once the bridge work is completed on Buffalo Road, Coursey would like to chipseal Buffalo Road. There was a discussion on the difference of cost and longevity of chipseal verses resurfacing. Chipseal works well on pavement that is intact and extends the longevity between 6-10 years, depending on the traffic flow. Resurfacing is about twice the cost of chipseal but can last twice as long. Again, it depends on the amount of traffic.

Selectman, Isaac DeWever, asked about the extent of work to be done on Stone Hill Road aside from the paving, wanting to keep in mind the issue discussed with Wade Reed of accessing his property. Road Agent, Nick Coursey, stated that he thought there needs to be culvert work and a catch basin and pipe put into place in the area of the open ditch.

The Board of Selectmen agreed to look into the electrical needs. They would like to know how many vendors ask for power and how that would affect vendor fees. Noting the additional outlets would still not be enough for all the vendors onsite. Additionally, if 220 power was added, how would it fit into the fee structure.

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## 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.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex3 Members as per attached Schedule of Members Property & Liability Program				NH Public Risk Management Exchange - Primex <sup>3</sup> 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)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 7/6/2023    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 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



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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"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <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"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
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