



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

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Bm

JOHN J. BARTHELMES  
COMMISSIONER

March 15, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety, Division of Fire Safety to enter into a grant agreement with the North Country Emergency Response Team (VC# 157571-B001) in the amount of \$13,000.00 for activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act. Effective upon Governor and Council approval through September 30, 2013. Funding Source: 100% Federal Funds.

Funds are available in the following account:

02-23-23-238010-53110000	Dept. of Safety Div of Fire Safety	HMEP Grant
072-500574	Grants to Local Gov't – Federal	\$13,000.00
Activity Code: 23HMEP1213PL		

### Explanation

The purpose of this grant agreement is to provide assistance to the North Country Emergency Response Team (NCERT) in completing Tier 2 reports and researching commodity flow information to assist with identifying the highest threats in the region and in preparing to respond to those threats by identifying product types, equipment needs, pre-planning evacuations, threat scenarios, and assisting with the equipment planning needs for the local first responders via surveys and meetings. The regional infrastructure covered by NCERT includes four hospitals, a paper mill with a large chemical storage, eight hydroelectric facilities, state and federal prisons, and natural gas and crude oil transmission lines. The coverage area includes all of Coos County with a population of 33,019 as well as part of Grafton County. Funds were awarded from the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP), to the New Hampshire Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS). Activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act include: hazard analysis and risk assessments; the purchase of health, safety and environmental database/software and reference materials; tracking of facility information with each community; and the update of databases to ensure sound tactical and strategic decisions to protect the general public, environment and responders in the event of a hazardous materials incident in their area of responsibility.

A list of grant awardees was reviewed and approved by the Advisory Council on Emergency Preparedness and Security (ACEPS) on June 8, 2012. The committee all agreed that the list of grantees was justified for funding and that grant funds were sufficient to cover the amounts offered to the recipients. **This grant award is for planning activities.**

Highway Funds or General Funds will not be used should Federal Funds become unavailable.

Respectfully submitted,

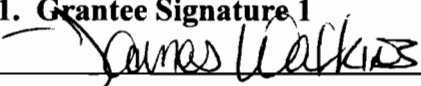

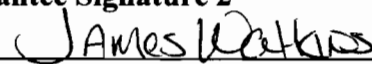
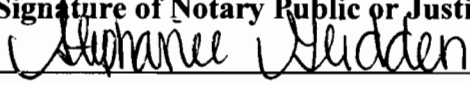

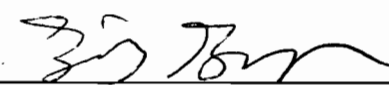
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS)		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> North Country Emergency Response (Vendor Code: 177396 B005)		<b>1.4. Grantee Address</b> PO Box 171, Gorham, NH 03581	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2013	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$13,000.00
<b>1.9. Grant Officer for State Agency</b> Leslie Cartier		<b>1.10. State Agency Telephone Number</b> 603-223-4289	
"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. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> 	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> GEORGE EICHLER, TEAM LEADER	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>COOS</u> , on <u>1/24/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Stephanie Glidden			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John Beardmore, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>4/2/13</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u>1/1</u>			



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

Grantee Initials JW  
 Page 1 of 6

1/24/13  
 Date gpe

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
  - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
  - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. INSURANCE AND BOND.
    - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### Scope of Services

1. The Department of Safety, Division of Fire Safety (hereafter referred to as "the State") is awarding North Country Emergency Response (hereafter referred to as "the Grantee") \$13,000.00 for collection of Hazardous Materials information in the region and developing response plans for those materials.
2. "The Grantee" agrees that the project grant period ends September 30, 2013 and the final performance and expenditure report will be sent to "the State" by October 31, 2013. The final report must include disposition of equipment valued at \$5,000.00 or over. All reports must be submitted to close the grant or the funds advanced to "the Grantee" will be recalled by "the State."
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 20% cost share required by this grant.

Grantee Initials  
Page 4 of 6

    JW    

Date

    JL         1/24/13

## EXHIBIT B

### Grant Amount and Method of Payment

**1. GRANT AMOUNT**

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$3,250.00	\$13,000.00	\$16,250.00

*The Project Cost is 80% Federal Funds, 20% Applicant Share.*

**2. PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be \$13,000.00.
- b. A request for an advance of funds must be submitted in writing to the State Hazardous Materials Coordinator. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within the specified grant period.

Grantee Initials                       
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                     Date 1/24/13

## EXHIBIT C

### Special Provisions

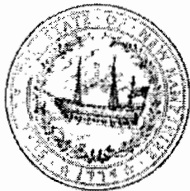
1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. “The Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If required, they will forward for review and clearance a copy of the completed audit(s) to “the State.”

Grantee Initials  
Page 6 of 6

JPW

SL  
Date

1/24/13



**STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY**

John J. Barthelmes, Commissioner

***Division of Fire Safety***

**Office of the State Fire Marshal**

J. William Degnan, State Fire Marshal

Office: 110 Smokey Bear Blvd., Concord, NH

Mailing Address: 33 Hazen Drive, Concord, NH 03305

PHONE 603-223-4289, FAX 603-223-4294 or 603-223-4295

TDD Access: Relay NH 1-800-735-2964 ARSON HOTLINE 1-800-400-3526



March 14, 2013

North Country Fire Mutual Aid District  
Chief James Watkins, President  
PO Box 485  
Lancaster, NH 03584-3005

RE: North Country Fire Mutual Aid District

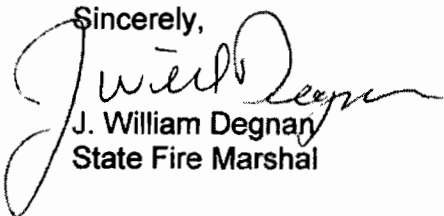
Dear President Watkins:

I am pleased to inform you the "North Country Fire Mutual Aid District" articles of association, bylaws and regulation have been reviewed by this office and the Attorney General's Office. The package submitted is being presented to the Secretary of State to be registered.

It has been my pleasure to have worked with you and the association on the formation of the district. I am confident that your efforts will be of considerable benefit to the residents of the North Country.

If I can be of any further assistance to you in this matter, please don't hesitate to call.

Sincerely,

  
J. William Degnan  
State Fire Marshal



# ACEPS Approval Request

## HMEP GRANT AWARDS 2012-13

Prepared by Les A. Cartier, Hazardous Materials Coordinator  
NH State Fire Marshal's Office  
Grant Review Committee Chairman

The ACEPS Grant Committee reviewed the community applications submissions for the 2012-13 Hazardous Materials Emergency Planning grant (HMEP). The committee recommended the following awards;

### HMEP Community grant awards for 2012-13;

1. Central New Hampshire Hazardous Materials team for the collection of hazardous materials information in the region and developing response plans for those materials. \$17,000
2. Manchester Fire Department for implementation and enhancement of the hazardous materials planning and response programs. \$12,458
3. New Hampshire Association of Fire Chiefs for Hazardous Materials planning and outreach programs. \$12,000
4. Southeastern NH Hazardous Materials Mutual Aid District for the collection of Hazardous Materials information in the region and developing response plans for those materials. \$24,000
5. Town of Gorham / North Country Emergency Response Team for the collection of Hazardous Materials information and developing response plans for those materials. \$13,000

**TOTAL AWARDS: \$78,458**

These awards will be released on the acceptance of the HMEP grant and release of the funding by Governor and Council. This grant is an 80% award with 20% matching by the communities.

*Approved by ACEPS,  
6/8/12  
LAC*

NPACT Quarterly Meeting  
 November 15, 2012  
 Lancaster Fire Station  
 7:00 p.m.

Members present:	Larry Wells	Jefferson F.D.
	Wendy Wells	Jefferson F.D.
	Chad Miller	Gorham F.D.
	Rick Eichler	Gorham F.D.
	Jay Watkins	Whitefield F.D.
	Michael Peloquin	Gorham F.D.
	Randy Flynn	Lancaster F.D.
	Barry Wentworth	Stark F.D.
	Chris Milligan	Jefferson F.D.
	Peter Kenney	Pittsburg F.D.
	Ron Sheltry	Dalton F. D.
	Wayne Garrow	Errol F.D.
	Chuck Stinson	Stratford F.D.
	Rob Blodgett	Stratford F.D.
	Stephen Colby	Lunenburg F.D.
	Gregg Williams	Lunenburg F.D.

The minutes were accepted by all members as written.

The Treasurers report was read as follows and was unanimously accepted.

Npact	Previous Bal.	\$7356.80	
	Expenses:	\$1394.74	
		Gorham Fire Department	\$100.00
		NCERT	659.74
		Bank NH Safe Deposit Box	35.00
		NCERT	600.00
	Income:	\$ .62	
		Interest	\$ .62
		<b>Npact Current Bal.</b>	<b>\$5962.68</b>

NCERT Savings Previous Bal. \$15.46

Expenses: \$15.46

Transfer to Checking \$ 15.46

**NCERT Sav. Bal: \$ 0.00**

NCERT Previous Checking Bal. \$16.29

Expenses: \$25021.91

Airgas East \$ 228.00

IPS 636.00

MES New York (Equip) 24117.91

Gorham Spring 40.00

Income: \$25423.11

NPact \$1259.74

Savings 675.20

Grant 24117.91

Service Charges 30.00

**NCERT Current Ckg Bal: \$417.49**

### **Old Business**

Rick offered another training of the gas meters if anyone is interested. It was suggested that once the meters are distributed there be only 1 person calibrating them. Also mentioned was having 1 meter not assigned and to be used as the traveling meter to fill in when other meters are being maintained.

Please send your insurance certificate if you already haven't done so.

We will need to re-apply to the state as North Country Fire Mutual Aid District as the state now recognizes us as a non-profit.

Team Leader Rick Eichler reported on the 9 member New Mexico trip for incident response to terrorist bombing.

### **New Business**

Sergeant Wayne Saunders of the NH Fish and Game Department was present to propose an agreement whereby Npact leases a "Rescue UTV" from the White Mountain Ridge Runners, Inc., houses it and insures it but allows WMRR unlimited access for rescue purposes for this northern district. They would pay for all maintenance but it would be insured as part of the Haz Mat equipment. WMRR are not able to obtain affordable insurance under their parameters. Team Leader Rick Eichler made a motion for Mutual Aid to lease a Rescue UTV & Trailer from the White Mountain Ridge Runners, Inc. and insure it

with a cap of \$500.00 per year. Npact will not be responsible for repairs and maintenance. The lease is for \$1.00. Chief Randy Flynn seconded this motion. An individual town call was made and the motion was passed unanimously.

Chief Randy Flynn proposed the initiation of a new SOG for the participation of Explorers at fire scenes. After a lengthy discussion it was decided that Explorers should be identified differently and be placed on certain calls but not all. We will pursue this topic further at the February 2013 meeting.

Chief Randy Flynn made a motion to re-new the NFPA codes. Chief Barry Wentworth seconded this and it was passed unanimously.

Steven Jones gave a report regarding the radio tower study that was conducted. We will need 3 tower sites to provide the coverage needed. There will still be a few dead spots but a 90% coverage is achievable.

Chief Watkins reported that Littleton High School has offered a Fire Fighter Level 1 class for junior and senior students. They are doing this class without the participation of the Fire Academy. They may be looking for 4 volunteers to help the students test out with the ladder raising portion of the exam.

Chief Watkins also reported that the task force for the state was activated to assist in the New Jersey hurricane disaster. They may need volunteers in 2 to 3 weeks as they do not have all resources coordinated yet.

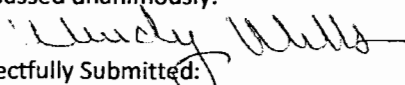
The Haz Mat yearly administrative grant of \$13,000 will be distributed through the Haz Mat account as the town of Gorham does not want to handle this anymore. Team Leader Rick Eichler made a motion to accept the grant for \$13,000.00 from HMEP with a match of \$3250.00 which will be counted as Rick's salary, with authorized signatures by President Jay Watkins and Team Leader Rick Eichler. Chief Randy Flynn seconded this motion and it was passed unanimously.

Chief Chris Milligan gave the invoice for the federation dues of \$115.00 per year.

Chief Randy Flynn made a motion to increase the Mutual Aid portion of the annual dues to \$250.00 and leave the Haz Mat portion at \$250.00. The total town contribution will be \$500.00. This increase will begin for the 2013 billing. Chief Ron Sheltry seconded this motion as it was passed unanimously.

The next scheduled meeting will be February 21, 2012 at 7:00 p.m. at the Dalton Town Office.

Chief Rick Eichler made a motion of adjourn the meeting and Chief Jay Watkins seconded this motion. It was passed unanimously.

  
Respectfully Submitted:  
Wendy Wells, Treasurer/Secretary

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Fire Damage (each fire)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage.				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2012</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.226.4481

\*Terms in quotes are defined in the Member Agreement.

NH Municipal Bond Bank
NH School Boards Association
North Conway Water Precinct
North Country Charter Academy
North Country Council
North Country Emergency Response Team
North Haverhill Water & Light
North Swanzey Water & Fire Precinct
North Walpole Village District
Orford Village District
PACE Career Academy Charter School
Pembroke School District
Pembroke Water Works
Pemi-Baker School District
Penacook Boscawen Water Precinct
Penacook Civil Defense Rescue
Pillsbury Lake Village District
Plymouth School District
Plymouth Village Water & Sewer
Polaris Charter School
Regional Services & Education
Rollinsford School District
Rollinsford Water & Sewer District
Rumney School District
Rye Beach Village District
Rye Water District
Sanbornville Water Precinct
SAU #04 - Newfound Area
SAU #09 - Conway
SAU #12 - Londonderry
SAU #20 - Gorham
SAU #33 - Raymond
SAU #60 - Fall Mountain
SAU #61 - Farmington
SAU #66 - Hopkinton
SAU #71 - Goshen-Lempster
SAU #85 - Sunapee
SAU #86 - Barnstead
SAU #88 - Lebanon
SAU #91 - Surry
SAU #92 - Hinsdale
SAU #93 - Monadnock Regional
SAU #94 - Winchester
Seabrook Beach Village Precinct
Seacoast Chief Fire Officers' Mutual Aid District
Seacoast Emergency Response Team
Seacoast Learning Collaborative



**Local Government Center Property-Liability Trust, LLC (PLT)**

**North Country Emergency Response Team**

Member Number: **328-100105-12**

In consideration of payment of the required contribution and continued compliance with other terms and requirements of PLT membership, the North Country Emergency Response Team is certified as a Member of PLT. The Term of membership is from July 01, 2012 through June 30, 2013.

**Where the term "Applicable Agreement" appears below, it means the Member Agreement or Educators' Member Agreement to which the above Member or School Member subscribes.**

**Where the term "Applicable Member" appears below, it means the Member or School Member subscribing to the "Applicable Agreement."**

**Unless otherwise defined in this Certificate of Participation and Assignment of Retroactive Dates, all terms used herein that are defined in the Applicable Agreement have the same definition as set forth in the Applicable Agreement.**

Retroactive dates assigned by PLT (See PRIOR ACTS paragraphs in the GENERAL PROVISIONS section of the Applicable Agreement):

PLT Membership Inception Date.....October 01, 2005  
(no earlier than 7/1/86)

Hazmat Date.....October 01, 2005  
(no earlier than 7/1/93)

Claims Made Date.....October 01, 2005  
(no earlier than 7/1/86)

**MEMBERS WITH MEMBERSHIP EFFECTIVE DATES BEFORE  
JULY 1, 2005**

Retroactive dates assigned by PLT (See PRIOR ACTS paragraphs in the **GENERAL PROVISIONS** section of the current Applicable Agreement):

For Claims arising out of an event or events for which protection is afforded under Section III.B of the current Applicable Agreement, the retroactive date is the Claims Made Date, formerly referred to in prior Certificates of Participation as the Public Official Protection Retroactive Date.

For Claims, other than Hazmat Claims, arising out of an event or events that took place before July 1, 2005, and which are not protected under the current Applicable Agreement solely by reason of a change from claims made to occurrence basis protection, the retroactive date is the PLT Membership Inception Date.

For Hazmat Claims arising out of an event or events that took place before July 1, 2005, and which are not protected under the current Applicable Agreement solely by reason of a change from claims made to occurrence basis protection, the retroactive date is the Hazmat Date, formerly referred to in prior Certificates of Participation as the Hazmat Crew Liability Retroactive Date.

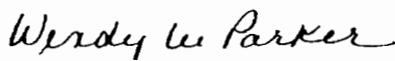
**MEMBERS WITH MEMBERSHIP EFFECTIVE DATES ON OR AFTER  
JULY 1, 2005**

Retroactive dates assigned by PLT (See PRIOR ACTS paragraphs in the **GENERAL PROVISIONS** section of the Applicable Agreement):

For Claims arising out of an event or events for which coverage under the Applicable Member's prior policy or similar agreement would have been on a claims made basis, the retroactive date is the Claims Made Date. [The claims made retro date from the prior expiring policy, or 7/1/86, whichever is later.]

For Claims arising out of an event or events for which coverage under the Applicable Member's prior policy or similar agreement would have been on an occurrence or comparable basis, the retroactive date is the PLT Membership Inception Date.

For Claims arising out of an event or events for which Hazmat coverage would have been provided under the Applicable Member's prior policy or similar agreement, the retroactive date is the Hazmat Date. [The Hazmat Date will be the same as the PLT Membership Inception Date unless prior Hazmat coverage was on a claims made basis. Then, the assigned Hazmat Date will be the same as the Claims Made Date, prior expiring policy hazmat retroactive date, or 7/1/93, whichever is later.]



Wendy Lee Parker  
Deputy Director for Risk Pool Operations

Date: July 01, 2012





**Local Government Center**

**Local Government Center Property-Liability Trust, LLC (PLT)**

**Summary of Amounts of Protection**

**FY 2013**

*North Country Emergency Response Team*

Where the term "Applicable Agreement" appears below, it means the Member Agreement (MA) or Educators' Member Agreement (EMA) to which the above Member or School Member subscribes.

Where the term "Applicable Member" appears below, it means the Member or School Member subscribing to the "Applicable Agreement."

Unless otherwise defined in this Summary of Amounts of Protection, all terms used herein that are defined in the Applicable Agreement have the same definition as set forth in the Applicable Agreement.

The "Schedule(s)" as used in this Summary of Amounts of Protection means the schedule(s) of values of property on file with PLT and which may be attached to this Summary of Amounts of Protection. This Summary of Amounts of Protection only addresses limits of protection and is not intended to address terms of protection. Please refer to the Applicable Agreement to determine the extent of available protection.

SCHEDULED AUTOMOBILE/SCHOOL BUSES (MA and EMA at paragraph A.1)	Per Applicable Agreements; see specific terms of paragraph A.1
SCHEDULED FIRE AND OTHER EMERGENCY VEHICLES (MA at paragraph A.2)	Per Applicable Agreement; see specific terms of paragraph A.2
SCHEDULED MOBILE EQUIPMENT (MA at paragraph A.3) (EMA at paragraph A.2)	Per Applicable Agreements; see specific terms of MA paragraph A.3 and EMA paragraph A.2
SCHEDULED FINE ARTS AND RARE PROPERTY (MA at paragraph A.4) (EMA at paragraph A.3)	Per Applicable Agreements; see specific terms of MA paragraph A.4 and EMA paragraph A.3
OTHER SCHEDULED PROTECTED PROPERTY (MA at paragraph A.5) (EMA at paragraph A.4)	Per Applicable Agreements; see specific terms of MA paragraph A.5 and EMA paragraph A.4
CERTAIN UNSCHEDULED PROTECTED PROPERTY (MA and EMA at paragraph B)	Per Applicable Agreements; see specific terms of paragraph B
VALUABLE PAPERS (MA and EMA at paragraph E.10)	\$250,000 per Occurrence; see specific terms of paragraph E.10 of Applicable Agreements
REMOVAL OF CERTAIN PROTECTED PROPERTY (MA and EMA at paragraph F.1)	Per Applicable Agreements; see specific terms of paragraph F.1
DEBRIS REMOVAL (MA and EMA at paragraph F.2)	Per Applicable Agreements; see specific terms of paragraph F.2
ARCHITECT/ENGINEER FEES (MA and EMA at paragraph F.3)	Per Applicable Agreements; see specific terms of paragraphs F.3
NECESSARY EXPENSE FOR REDUCTION OR PREVENTION OF FURTHER PROTECTED LOSS (MA and EMA at paragraph F.4)	Per Applicable Agreements; see specific terms of paragraph F.4

EXTRA EXPENSE TO REPAIR, REBUILD, OR REPLACE REAL PROPERTY OR THE CONTENTS OF REAL PROPERTY THAT IS PROTECTED PROPERTY (MA and EMA at paragraph F.5)	Per Applicable Agreements; see specific terms of paragraph F.5
CODE ENFORCEMENT ADDITIONAL EXPENSE (MA and EMA at paragraph F.6)	Per Applicable Agreements; see specific terms of paragraphs F.6
BUSINESS INTERRUPTION (MA and EMA at paragraph F.7)	\$100,000 per Occurrence; see specific terms of paragraph F.7 of Applicable Agreements
LOSS OF PROPERTY OF OTHERS (MA and EMA at paragraph F.8)	\$50,000 Annual Aggregate Limits per Applicable Agreements; see specific terms of paragraph F.8 of Applicable Agreements
LOSS OF PERSONAL MOTOR VEHICLES USED BY AN EMPLOYEE OR VOLUNTEER OF APPLICABLE MEMBER IN THE COURSE OF ACTIVITY FOR THE APPLICABLE MEMBER (MA and EMA at paragraph F.9)	\$500 per Occurrence; see specific provisions of paragraph F.9 of Applicable Agreements
AUTOMOBILE, MOBILE EQUIPMENT, SCHOOL BUS RENTAL (MA and EMA at paragraph F.10)	Per Applicable Agreements; see specific terms of paragraph F.10
ACCOUNTS RECEIVABLE (MA and EMA at paragraph F.11)	\$250,000 per Occurrence; see specific terms of paragraph F.11 of Applicable Agreements
DEDUCTIBLE APPLICABLE TO ALL SECTION I PROPERTY LOSSES	\$1000 per Occurrence per Applicable Member or School Member
<b>AGGREGATE PER TERM LIMITS FOR ALL MEMBERS COMBINED FOR FLOOD, EARTHQUAKE, VOLCANIC ERUPTION</b>	
TOTAL ANNUAL LIMITS FOR ALL PROPERTY LOSSES IN THE AGGREGATE FOR ALL MEMBERS AND SCHOOL MEMBERS COMBINED REGARDLESS OF THE NUMBER OF OCCURRENCES	
-FLOOD LIMITS	\$100,000,000 (including Flood Zones A & V)
-FLOOD LIMITS IN ZONES A & V	\$25,000,000 (within Flood Limits)
-EARTHQUAKE AND VOLCANIC ERUPTION COMBINED	\$100,000,000
SUBJECT TO THE ANNUAL LIMITS FOR FLOOD, EARTHQUAKE, AND VOLCANIC ERUPTION SET FORTH ABOVE, THE LIMIT UNDER SECTION I FOR ALL PROPERTY LOSSES IN THE AGGREGATE FOR ALL MEMBERS AND SCHOOL MEMBERS COMBINED CAUSED BY AN OCCURRENCE	\$250,000,000

PROTECTION UNDER PARAGRAPHS (A) THROUGH (E) INCLUSIVE ARE SUBJECT TO (i) A COMBINED SINGLE LIMIT OF \$500,000 PER LOSS (A LOSS IS DETERMINED AS DESCRIBED IN EACH PARAGRAPH OF SECTION II), (ii) THE APPLICABLE SUBLIMITS BELOW, AND (iii) THE OFFSET FOR PAYMENTS MADE UNDER THE PUBLIC OFFICIALS SCHEDULE BOND (AS SET FORTH IN THE APPLICABLE AGREEMENTS):

MONEY AND SECURITIES (reference paragraph A)	\$50,000 per loss.
BLANKET BOND PROTECTION (reference paragraph B)	\$500,000 per loss.
PROTECTION FOR FAITHFUL PERFORMANCE (reference paragraph C)	\$500,000 per loss.
DEPOSITOR'S FORGERY (reference paragraph D)	\$100,000 per loss.
COUNTERFEIT PAPERS (reference paragraph E)	\$100,000 per loss.
DEDUCTIBLE	\$1,000 per loss.
PUBLIC OFFICIALS SCHEDULED BOND	Per Bond Schedule.

**SECTION III - THIRD PARTY LIABILITY CLAIMS**

PROTECTION UNDER SECTIONS III.A, III.B, III.C, III.D, IV AND V IS SUBJECT TO A COMBINED SINGLE LIMIT OF \$5,000,000\* IF PROTECTION IS AVAILABLE UNDER MORE THAN ONE OF THESE SECTIONS FOR AN OCCURRENCE OR WRONGFUL ACT ARISING OUT OF THE SAME ALLEGED CONDUCT.

SECTION III LIMITS ARE AS INDICATED IN THE SUMMARY OF AMOUNTS OF PROTECTION UNLESS OTHERWISE SET FORTH IN THE APPLICABLE AGREEMENTS.

SECTION III.A (BODILY INJURY AND PROPERTY DAMAGE) \$5,000,000 per Occurrence\*

(with no-fault sewer and water main protection included at \$3,500 per claim and an annual aggregate of \$52,500)

SECTION III.B (WRONGFUL ACTS) \$5,000,000 per Wrongful Act\*

SECTION III.C (EMPLOYEE BENEFITS) \$5,000,000 per Occurrence

SECTION III.D (LEGAL FEES) Per Applicable Agreements: see specific provisions of Section III.D

**\*Limits are subject to reduction per applicable statutory limits under RSA 507-B.**

NO DEDUCTIBLE AND NO ANNUAL AGGREGATE UNLESS OTHERWISE INDICATED IN APPLICABLE AGREEMENT [Sections III, IV & V]

**SECTION IV - UNINSURED/UNDERINSURED MOTORIST BENEFITS**

PROTECTION UNDER SECTIONS III.A, III.B, III.C, III.D, IV AND V IS SUBJECT TO A COMBINED SINGLE LIMIT OF \$5,000,000 IF PROTECTION IS AVAILABLE UNDER MORE THAN ONE OF THESE SECTIONS FOR AN OCCURRENCE OR WRONGFUL ACT ARISING OUT OF THE SAME ALLEGED CONDUCT.

UNINSURED/UNDERINSURED MOTORIST BENEFITS \$150,000 per person and \$500,000 per Occurrence

NO DEDUCTIBLE AND NO ANNUAL AGGREGATE UNLESS OTHERWISE INDICATED IN APPLICABLE AGREEMENT [Sections III, IV & V]

**SECTION V - MEDICAL EXPENSES**

(MEDICAL EXPENSES)

Per Applicable Agreements,  
see specific provisions of  
Section V.\*

**\*Limits are subject to reduction per applicable statutory limits under RSA 507-B.**

NO DEDUCTIBLE AND NO ANNUAL AGGREGATE UNLESS OTHERWISE INDICATED IN APPLICABLE AGREEMENT  
[Sections III, IV & V]

**EXCESS LIMITS**

IF EXCESS LIMITS ARE PURCHASED, THE COMBINED SINGLE LIMIT OF PROTECTION UNDER SECTIONS  
III.A, III.B, III.C, III.D, IV AND V IS INCREASED BY THE AMOUNT OF THESE STATED EXCESS LIMITS.

EXCESS (ADDITIONAL) LIMITS

\$0 Million per Occurrence or Wrongful Act

# North Country Emergency Response Team

P. O. Box 171

Gorham, New Hampshire 03581

(603)-466-2549

Email: [chief@gorhamfire.org](mailto:chief@gorhamfire.org)

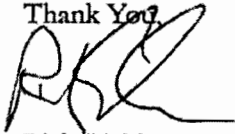
March 13, 2013

New Hampshire Department of Safety  
Lisa Lienhart, Accountant IV  
Division of Administration  
10 Hazen Drive  
Concord, NH 03305

Dear Lisa:

This letter is to state that the North Country Emergency Response Team is a volunteer organization and does not carry Workmen's Comp Insurance. Our members are covered by the mutual aid towns that they serve.

Thank You,



Rick Eichler,  
Team Leader

# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-P

#### DEPARTMENT OF SAFETY

#### Homeland Security and Emergency Management

##### Section 21-P:43

**21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans.** – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

**Source.** 2002, 257:7, eff. July 1, 2002.