

67 Jm



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

February 6, 2018

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

### Requested Action

Authorize the New Hampshire Department of Safety (DOS), Division of Fire Safety to enter into a grant agreement with the New Hampshire Association of Fire Chiefs (VC#166536-B001) in the amount of \$35,000.00 for activities that increase State and local effectiveness in handling hazardous materials incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and encourage a comprehensive approach to emergency training and planning. Effective upon Governor and Council approval through September 30, 2018. Funding source: 100% Federal Funds.

Funding is available in the SFY 2018 operating budget as follows:

02-23-23-238010-53110000	Dept. of Safety	Div. of Fire Safety	HMEP Grant
072-500574	Grants to Local Gov't - Federal		
Activity Code: HMEP 2018			\$ 35,000.00

### Explanation

The purpose of this grant is to provide funding to the New Hampshire Association of Fire Chiefs to present the annual Statewide Hazardous Materials Conference. This two-day conference for hazardous materials (hazmat) emergency responders, emergency management, and law enforcement representatives will enhance hazmat planning and response capabilities for both facility and transportation-type incidents. The program will include multiple presentations on hazardous materials planning, identification and incident management.

The grant agreement will be funded from the FFY'18 Hazardous Materials Emergency Preparedness (HMEP) Grant Program which was awarded to the Department of Safety, Division of Fire Safety by the US Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) to support activities that increase State and local effectiveness in handling hazardous materials incidents, to enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and to encourage a comprehensive approach to emergency training and planning.

The HMEP funds are 80% federally funded with a 20% match requirement to be supplied by the subrecipient (NH Association of fire Chiefs). The NH Association of Fire Chiefs acknowledges their match obligation as part of Exhibit B of the 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,

  
John J. Barthelmes  
Commissioner of Safety

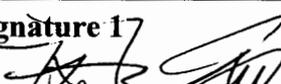
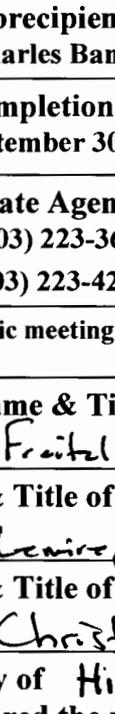
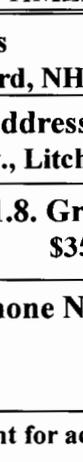
**GRANT AGREEMENT**

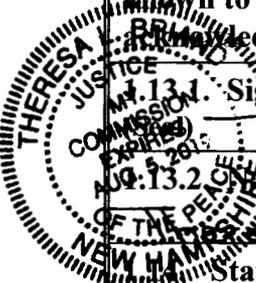
The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

**HMEP Grant**

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Concord, NH 03305	
<b>1.3. Subrecipient Name</b> NH Association of Fire Chiefs (VC#: 166536-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-424-8701 547 Charles Bancroft Hwy., Litchfield NH 03053	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> AU #53110000	<b>1.7. Completion Date</b> September 30, 2018	<b>1.8. Grant Limitation</b> \$35,000.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, HMEP Program Manager J. William Degnan, Director/State Fire Marshal		<b>1.10. State Agency Telephone Number</b> (603) 223-3627 (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. Subrecipient Signature 1</b> Frank Fritzel 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Frank Fritzel, President	
<b>Subrecipient Signature 2</b> Brent Lemire 		<b>Name &amp; Title of Subrecipient Signor 2</b> Brent Lemire, Executive Director	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b> Chris Christopoulos, Jr., Treasurer	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on 1/11/18, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> (Commission Expiration) Theresa L. Briand, JP 8-5-2019			
<b>State Agency Signature(s)</b> By:  On: 2/20/18		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 2/28/2018			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			



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

Subrecipient Initials: 1.)  2.)  3.)  Date: 1/11/2018

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 1/11/2018

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 1/11/2018

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Fire Safety (hereinafter referred to as “the State”) is awarding the New Hampshire Association of Fire Chiefs (hereinafter referred to as “the Subrecipient”) \$35,000.00 to present the annual Hazardous Materials Conference in 2018.
2. “The Subrecipient” agrees to submit quarterly progress reports within 15 days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>).
3. “The Subrecipient” agrees that the project grant period ends September 30, 2018 and that a final performance and expenditure report and final reimbursement requests will be sent to “the State” by October 31, 2018.
4. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the State’s submission of the final expenditure report. In these records, “the Subrecipient” shall maintain documentation of the 20% cost share required by this grant.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 1/11/2018

**EXHIBIT B**

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
<b>Project Cost</b>	\$8,750.00	\$35,000.00	\$43,750.00
<b>Match Requirements:</b> Project Cost is 80% Federal Funds, 20% Applicant Share			
<b>Awarding Agency:</b> US DOT, Pipeline and Hazardous Materials Safety Administration			
<b>Award Title &amp; #:</b> Hazardous Materials Emergency Preparedness Grant HM-HMP-0533-16-01-00			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.703 (HMEP)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 191243547			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$35,000.00.
- b. "The State" shall reimburse up to \$35,000.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices, cancelled checks, ledger reports) and proof of match from "the Subrecipient".

Subrecipient Initials: 1.)



2.)



3.)



Date: 1/11/2018

**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within 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.)  3.)  Date: 1/11/2018



U.S Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

New Hampshire Department of Safety
33 Hazen Dr
Concord, NH 03305-0011

2. AGREEMENT NUMBER: HM-HMP-0533-16

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2016 TO 09/30/2019

5. FEDERAL FUNDING PERIOD: FROM 10/01/2017 TO 09/30/2018

1A. IRS/VENDOR NO. 026000618

1B. DUNS NO. 060340564

6. ACTION Non-Competing Continuation

7. CFDA#: 20.703

8. PROJECT TITLE
NH Dept. of Safety/HSEM PHMSA HMEP Grant Program

Table with 4 columns: TITLE, FEDERAL, NON-FEDERAL, TOTAL. Rows include PREVIOUS AGREEMENTS, THIS AGREEMENT, and TOTAL AGREEMENT.

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq

14. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ms. Cindy Richard
Assistant Planning Chief

17. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Electronically Signed

16A. DATE

09/19/2017

18. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: 50D0308EP0

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER FUND BY BPAC AMOUNT
HM-HMP-0533-16-01-00 5282XXXDB2 2017 EPGRT01020 109,581.00



## **NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS, INC.**

*Working Together to Make a Difference*

547 Charles Bancroft Hwy.

Litchfield, NH 03052

[www.nhafc.org](http://www.nhafc.org)

Email: [nhfirechiefs@gmail.com](mailto:nhfirechiefs@gmail.com)

### ***Minutes of a Meeting of the NH Association of Fire Chiefs***

Thursday, January 11, 2018 – NH Fire Academy, Concord, NH

The meeting was called to order at 0918 hours by Chief Fraitzl.

After a salute to the flag, a moment of silence was requested for departed members.

A quorum call was made and affirmed.

Director Pendergast welcomed all to the meeting and thanked members for attending.

Advocate Members present – Thomas Green of Green Insurance

Special Guests present – Dep. Foss from Franklin was introduced.

**Minutes** of the November meeting: MOTION (Galipeau/LaChapelle) to approve the minutes carried unanimously.

**Financial Report** – There was none for this month as the Treasurer is just back from assignment.

#### **Communications:**

**Applications for membership:** Fire Chief Eric Hagman of Dover as an active member and Susan McCarthy and Mass Fire Alarms have become an advocate member.

**Life Membership:** n/a

#### **President's Report: (Fraitzl) –**

- Welcome to Asst. Brian Rhodes to the BOD, he replaces Chief Landry.
- Met w/PFFNH, to discuss legislation
- Met with PFFNH at Primex to discuss workers comp concerns.
- Met with accounting firm to discuss options for 501C status as well as options for finance support

[REDACTED]

\*

[REDACTED]

**Good and Welfare:** A raffle was held. The proceeds were counted by Chiefs Jones and Buxton. The Legislative Breakfast will be held Thursday, February 15 at 0730 hours in the State House cafeteria. The State Firemen's Association meeting will be next Thursday January 18 in Ashland at 7:00 pm.

The meeting adjourned at 1037 hours.

Respectfully submitted,  
Chief Brent T. Lemire, Ret.  
Executive Director/Secretary, NHAFC

January 11, 2018



*Brent T. Lemire*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELONGING TO THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>State Farm</b> Sandy Ackerson Agency 399 Boynton St. Bedford, NH 03110	<b>CONTACT NAME:</b> John Ackerson <b>PHONE (A/C, No, Ext):</b> 603-622-2918 <b>E-MAIL ADDRESS:</b> john@sandyackerson.com	<b>FAX (A/C, No):</b> 603-644-4731
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> State Farm Fire and Casualty Company	<b>NAIC #</b> 25143
<b>INSURED</b>  New Hampshire Association of Fire Chiefs C/O Chris Christopoulos 547 Charles Bancroft Hwy Litchfield, NH 03052-1003	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			94-BC-Q780-9	03/16/2018	03/16/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

547 Charles Bancroft Highway  
Litchfield, NH 03052

April 18, 2017

State of New Hampshire  
Division of Fire Safety  
Office of the Fire Marshal  
Concord, NH 03305

Attn: Cindy Richard

Please be advised that the New Hampshire Association of Fire Chiefs has no employees, nor do they carry Workers' Compensation insurance.

Call with further questions.

Yours truly,

Brent T. Lemire, MPA  
Executive Director  
New Hampshire Association of Fire Chiefs



Cc: Chief Francis X. Fraitzl, President