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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

January 7, 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 Central New Hampshire Hazardous Materials Team (VC# 166544-B002) in the amount of \$9,400.00 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, 2014. 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		\$9,400.00
Activity Code: 23HMEP1314PL			

### Explanation

The purpose of this grant agreement is to provide assistance to the Central New Hampshire Hazardous Material Team in researching the Tier 2 reports and commodity flow information to assist with identifying the highest threats in the region and in preparing to respond to that threat 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. It is anticipated that a multiday commodity flow study will be performed during this grant period. 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 September 23, 2013. 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

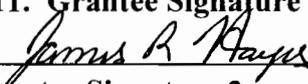
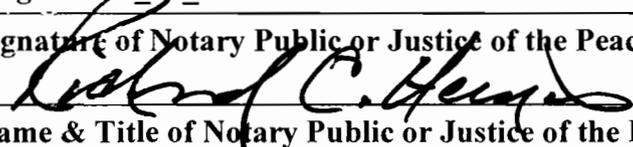
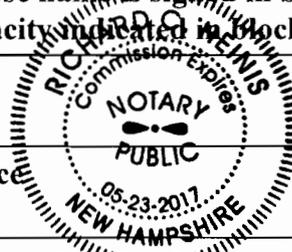
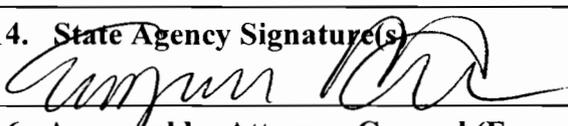
# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

HMEP Planning Grant

<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> Central NH Hazardous Materials (Vendor Code: 166544 B002)		<b>1.4. Grantee Address</b> PO Box 3962, Concord, NH 03302	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2014	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$9,400.00
<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> James R Hayes Chief Coordinator	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<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>Belknap</u> , on <u>10/30/13</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>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>1/13/14</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u> / /</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").

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 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.

## EXHIBIT A

### Scope of Services

1. The Department of Safety, Division of Fire Safety (hereafter referred to as "the State") is awarding Central NH Hazardous Materials (hereafter referred to as "the Grantee") \$9,400.00 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, 2014 and the final performance and expenditure report will be sent to "the State" by October 31, 2014. 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.

## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$2,350.00	\$9,400.00	\$11,750.00

*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 \$9,400.00.
- 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.

## 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.”



James R. Hayes  
Chief

# Lakes Region Mutual Fire Aid

62 Communications Drive Laconia, New Hampshire 02346  
603.528.9111 Fax 603.528.5989 www.lrmfa.org

RECEIVED

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DEPT OF SAFETY  
BUSINESS OFFICE

## Lakes Region Mutual Fire Aid

### Delegation of Signature Authority

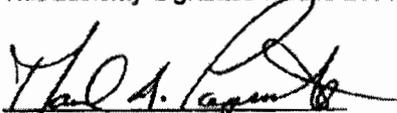
This contractual agreement, Delegation of Signature Authority, enacted by the Executive Committee of the Lakes Region Mutual Fire Aid as authorized by vote of the Board of Directors on 25 May 2010, applies to any and all contractual agreements entered in the by Lakes Region Mutual Fire Aid. This shall include any and all documents in whatever form and for whatever purpose, including but not limited to the following: Deeds, Leases, Contracts, Certificates, Reports, Releases, Waivers, Proxies, Agreements, Federal Applications, Licenses, Registrations, Affidavits, Pleadings and Responses.

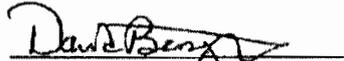
#### Authorized Signatures:

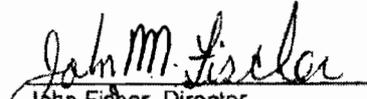
James R. Hayes, Chief Coordinator

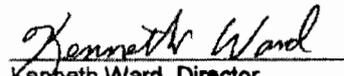
Rene Lefebvre, Chairman of the Board

This authority is granted 7 June 2011 and shall remain in effect until revoked or revised.

  
David A. Paquette, Secretary

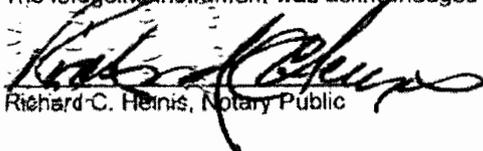
  
David Bengtson, Director

  
John Fisher, Director

  
Kenneth Ward, Director

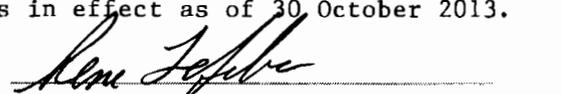
State of New Hampshire, County of Belknap

The foregoing instrument was acknowledged before me this seventh day of June, 2011.

  
Richard C. Heinis, Notary Public

RICHARD C. HEINIS - Notary Public  
My Commission Expires July 18, 2012

The authority granted 7 June 2011 remains in effect as of 30 October 2013.

  
Rene Lefebvre, Chairman of the Board

# Central NH Hazardous Materials Team Oversight Committee Meeting Minutes

**Meeting Date:** 21 February 2013

**Location:** Belmont Fire Department

**Members Present:** Chief Bill Weinhold  
Firefighter Leland Kimball  
Chief Coordinator Dick Wright  
Chief Coordinator Jim Hayes  
Chief Ken Jones  
Chief Casino Clogston

**Members Absent:** Chief Jim Linqvist  
Chief Dave Bengtson  
Deputy Chief Leonard Deane

**Others Present:** None

Weinhold called the meeting to order at 0907

1. **Review/Approve Minutes.** On a motion by Kimball, seconded by Clogston, the committee reviewed and approved the minutes of the 29 November 2012 meeting.

## Old Business

2. A. **Financial Report/Accounts Receivable Report.** Wright distributed a financial review package (attached). On a motion by Kimball and second by Clogston the committee approved the financial report. Weinhold advised that ABC Fabricators had made payment of \$2,700.00 for that incident. The settlement was for wages and materials used with no apparatus costs included.

2. B. **Membership Applications.** Six (6) firefighters from the City of Concord will be able to apply for team membership in March. Concord Fire will pay 50% of the cost for the physicals and CNHHMT will pay the other 50%. The two people approved at the last meeting will be contacted soon to arrange their physicals. Once all are completed this will bring the team roster to 22-23 technicians.

2. C. **Team Training Report.** Weinhold advised that discussions were occurring at the State Collaborative centered around training and using following HSEEP guidelines so that grant funding can be used. The idea is to take the 40 hour refresher program and break it into ten modules that would be delivered in workshops, drills, a tabletop exercise and a functional exercise. A schedule has

not been established yet. The NH Fire Academy is hosting a CAMEO class. This class is scheduled for March 4-7, 2013.

2. D. **Status of Team Vehicles.** The 20 ft. enclosed trailer has been outfitted and stocked with the equipment that was carried on 66U3. It is now in service and currently located at the Loudon Fire Department Station 2. Discussion took place about the weight of the trailer. An effort will be made to weigh the trailer as a whole and to weigh the tongue weigh to make sure the weight is distributed properly. Belmont Fire has agreed to store the trailer next to a utility garage and provide a shoreline for power and towing services when needed.

No member departments of the two mutual aid systems were interested in buying 66U3. Hayes will make attempts to sell the vehicle between now and May when it will go to the State auction.

2. E. **REPC Status.** The next REPC meeting will be held on May 7, 2013 @ 9:00 AM at the Gilford Community Church on Potter Hill Road. Weinhold is continuing to work on an EHS inventory for the system and distributed a spreadsheet showing what is accounted for so far. There is a large quantity of sulfuric acid reported which does not included the volumes reported in batteries. Aavid Engineering in Laconia and PSNH Merrimack in Bow are the two facilities most concerning due to the quantities and types of EHS chemicals on site. Elektrisola is Boscawen also has a large volume of Phenol on site. A transportation route map was distributed showing the communities impacted by these few sites of concern. Discussion took place regarding Tier II reporting and the reportable quantities. The EPA website has a link to a list of lists which includes the EPCRA reportable quantities. REPC work is continuing but is limited due to the holdup of the HMEP grant application.

2. F. **Grants.** Lakes Region submitted an EMPG application for \$30,000 on a 50/50% match basis. Hayes believes that the 50% match can be achieved through a soft match. He is still waiting official notification of grant approval. Weinhold advised that there is still approximately \$20,000.00 available from the 2011 Homeland Security grant that can be expended for new equipment. The 2012 HMEP grant application is waiting for final approval at the Governor & Council level. This was held up because the Joint Venture between the two mutual aid systems while approved by the Attorney General and Fire Marshal had never been filed with the Secretary of State's office. Weinhold completed that action and everything is now official.

2. G. **Other Old Business.** Discussion on authority for signatures on grant applications, the committee members

b. Financial Manager: CAFC Chief Coordinator

**LAKES REGION MUTUAL FIRE AID ASSOCIATION**

**AND**

**CAPITAL AREA MUTUAL AID FIRE COMPACT**

**JOINT VENTURE AGREEMENT**

**WHEREAS**, Capital Area Mutual Aid Fire Compact and the Lakes Region Mutual Fire Aid Association are separate and distinct municipal corporations with all the rights and powers associated therewith and,

**WHEREAS**, RSA 53-A:3 allows for the joint exercise of powers by New Hampshire municipal corporations and,

**WHEREAS**, Lakes Region Mutual Fire Aid Association and Capital Area Mutual Aid Fire Compact wish to enter in such an agreement to control and govern the operation of the Central New Hampshire Hazmat Team as described below.

**NOW WHEREFORE**, the parties agree as follows:

1. **Parties.** The parties to this agreement are the Lakes Region Mutual Fire Aid Association, hereinafter "Lakes Region", a New Hampshire municipal corporation, of 62 Communications Drive, Laconia, New Hampshire 03246-1440 and the Capital Area Mutual Aid Fire Compact, hereinafter "Capital Area", a New Hampshire municipal corporation, of 105 Loudon Road, P.O. Box 3962, Concord, NH 03302-3962.
2. **Legal Authority.** The legal authority for this agreement is pursuant to RSA 53-A:3 and pursuant to any other applicable statutory or common law authority.

3. **Duration.** This agreement shall take effect upon execution by each party hereto and approval by the Office of the Attorney General pursuant to RSA 53-A:3, V. This agreement shall be perpetual in nature subject to the right of either party to withdraw and terminate this agreement upon one (1) year's notice to the other party.
4. **Administrative Entity.** The administrative entity in reference to this agreement shall be the oversight committee as established in a certain "Central New Hampshire Hazmat Team Agreement" dated December 1, 2006, a copy of which is attached hereto and incorporated herein.
5. **Purpose.** The purpose of this agreement shall be for the orderly and appropriate administration of the Central New Hampshire Hazmat Team as described in the referenced and attached agreement.
6. **Financing.** The oversight committee shall annually draft a proposed budget and submit same as directed by the respective Boards of Directors of Lakes Region and Capital Area.
7. **Termination.** In the event of the termination of this agreement as described in Section 3 above, then all property purchased by or held in the name of the Central New Hampshire Hazmat Team shall be considered joint property of Lakes Region and Capital Area and shall be disposed of by agreement by those two separate entities.

8. **Conflict.** In the event that there shall be any conflict between this agreement and the attached Central New Hampshire Hazmat Team Agreement, then this document shall be controlling. In all other respects, the Hazmat Team Agreement of December 1, 2006 shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and executed this Agreement on the day and year first above written.

Date: 1/29/2013  
James B. Hayes  
Witness

Rene LeJeune  
Chairman, Board of Directors  
Lakes Region Mutual Fire Aid

Date: 1/29/2013  
Richard E. Wright  
Witness

Ray R. Fisher  
Chairman, Board of Directors  
Capital Area Mutual Aid Fire Compact

**Capital Area Mutual Aid Fire Compact and  
Lakes Region Mutual Fire Aid Association  
Central New Hampshire Hazmat Team Agreement**

Term: This agreement shall take effect upon acceptance by both the Capital Area Mutual Aid Fire Compact Board of Directors (Capital Area) and the Lakes Region Mutual Fire Aid Association Board of Directors (Lakes Region). This agreement shall remain in effect until either Capital Area or Lakes Region notifies the other party that they wish to terminate this agreement. A minimum of twelve (12) months notice shall be required.

This agreement is subject to the approval of the Boards of Directors of Lakes Region and the Capital Area.

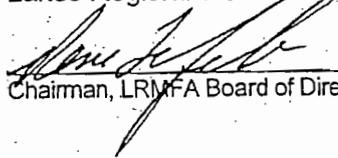
Framework:

1. An oversight committee shall govern the operation of the Central New Hampshire Hazmat Team (Team). The Oversight Committee shall consist of nine members. Capital Area shall appoint three members and Lakes Region shall appoint three members. In addition, the Chief Coordinators of Capital Area and Lakes Region shall serve as voting members of the committee. The Chief of the Team will serve as an ex officio member of the Committee but shall be a non-voting member.
2. A quorum shall consist of a minimum of two committee members from Capital Area and two committee members from Lakes Region.
3. Capital Area and Lakes Region personnel shall be insured by their local departments or by other insurance coverage approved by the Oversight Committee.
4. The annual operating budget of the Team shall be approved by the oversight committee. Any funding required to support the annual budget shall require approval of the Capital Area and Lakes Region board of directors (see paragraph five).
5. The Team shall make every effort to seek available grants to support training and operations. Any funding requested by the Team shall be provided by Capital Area and Lakes Region in equal amounts (50/50 split).
6. All Team disbursements shall require the following approval process: Payments of \$500.00 or less shall be approved by the Team chief or Team secretary. Payments over \$500.00 shall be approved by the coordinators of Capital Area and Lakes Region or, in their absence, by the president of Capital Area and the deputy coordinator of Lakes Region.

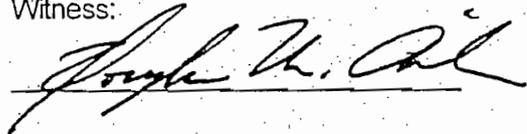
7. Upon dissolution of the Team, the Oversight Committee shall, after paying or making provisions for the payment of all of the liabilities of the Team, liquidate the remaining assets and distribute the remaining funds equally (50/50) between Capital Area and Lakes Region. Assets provided by grant funds shall be liquidated in accordance with applicable laws or rules then in effect
8. This agreement may be modified or amended with the approval of the Capital Area and Lakes Region Boards of Directors.

Dated on this 1<sup>ST</sup> day of DECEMBER, 2006

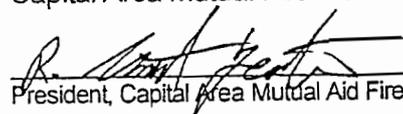
Lakes Region Mutual Fire Aid

  
Chairman, LRMFA Board of Directors

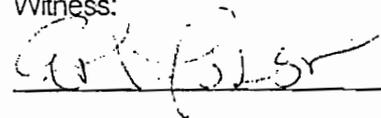
Witness:

  
\_\_\_\_\_

Capital Area Mutual Fire Aid

  
President, Capital Area Mutual Aid Fire Compact

Witness:

  
\_\_\_\_\_



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



February 16, 2011

Paul T Fitzgerald, Esquire  
28 Bowman Street  
Laconia, NH 03246-3761

RE: Central NH Hazmat Team

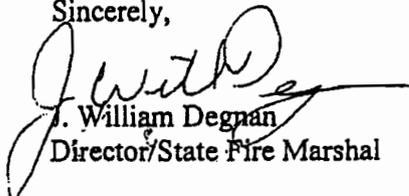
Dear Attorney Fitzgerald:

I have received and reviewed your documentation in regards to the two mutual aid districts known as the Lakes Region Mutual Aid Association and the Capitol Area Mutual Fire Aid Compact that are formed pursuant to RSA 154:30-a and the Central NH Hazmat Team that is formed pursuant to RSA 53-A:4.

The material submitted confirms that these two districts have collaborated to form the Central NH Hazmat Team under RSA 53-A:4.

Thank you for your work to fulfill the requirements of the statutes, so this important organization may continue to provide the much needed technical response to hazardous materials incidents.

Sincerely,

  
J. William Degnan  
Director/State Fire Marshal

CC: Pamela Urban-Morin, NH DOS Grants Management  
Attorney David Hiltz, NH DOJ  
Richard Wright, Chief, Capitol Area Mutual Aid Fire Compact  
Douglas Aiken, Executive Director, Lakes region Mutual Fire Aid Association

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

**MICHAEL A. DELANEY**  
ATTORNEY GENERAL



January 4, 2011

**RECEIVED**  
JAN 6 2011

BY: \_\_\_\_\_

Paul T. Fitzgerald, Esquire  
Wescott, Dyer, Fitzgerald & Nichols, PA  
28 Bowman Street  
P. O. Box 1700  
Laconia, New Hampshire 03247-1700

Re: Central NH Hazmat Team

Dear Attorney Fitzgerald:

I am writing to inform you that the two corrective items I listed in my letter to you dated November 5, 2010 have been addressed to my satisfaction, and the Joint Venture Agreement for the Central New Hampshire Hazmat Team is therefore approved pursuant to RSA 53-A:3, V. As I have already consulted with the Fire Marshal regarding this Agreement, and as no other approval by State officers is apparent, the Agreement is also approved pursuant to RSA 53-A:5. Prior to pursuing or accepting public funds to implement the Agreement, please ensure that any other applicable provisions of law have been satisfied, to specifically include the proper filing of the Agreement pursuant to RSA 53-A:4.

If you have any questions, please give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "D. Hiltz".

David M. Hiltz  
Assistant Attorney General  
Transportation & Construction Bureau  
(603) 271-3675

cc: J. William Degnan, State Fire Marshal  
570094.doc

# State of New Hampshire

Recording fee: \$25.00

Use black print or type.

Form must be single-sided, on 8 1/2" x 11" paper and have one inch margins on both sides. Double sided copies will not be accepted.

Form NP-1

RSA 292:2

## ARTICLES OF AGREEMENT OF A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING ARTICLES:

FIRST: The name of the corporation shall be Central New Hampshire Hazmat Team

SECOND: The object for which this corporation is established is:

To assist member communities of the Lakes Region Mutual Fire Aid Association and the Capital Area Mutual Aid Fire Compact with responding to and mitigating Hazardous Materials Releases for the purposes of protecting life, environment and property.

THIRD: The provisions for establishing membership and participation in the corporation are:

All communities that are members of the Lakes Region Mutual Fire Aid Association and Capital Area Mutual Fire Aid participate in the Central NH Hazmat team.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

After paying or making provisions to pay all liabilities of the team, remaining assets shall be liquidated and distribute remaining funds (50/50) between Lakes Region and Capital Area. Assets provided by grant funds shall be liquidated in accordance with applicable laws or rules then in effect.



T1303244010

FIFTH: The address at which the business of this corporation is to be carried on is 105 Loudon Rd  
Po Box 3962, Concord NH 03302

SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

NONE

SEVENTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is (Note 1) Protections for liability as afforded to municipalities  
under NH RSA shall afford protection to members.

EIGHTH: Signatures and post office address of each of the persons associating together to form the corporation: (Note 2)

<u>Signature and Name</u>	<u>Post Office Address</u>
1. <u>Richard E. Wright</u> Signature <u>RICHARD E. WRIGHT</u> Name (please print)	<u>242 N Village Rd</u> Street <u>Loudon NH 03307</u> City/Town State Zip
<u>[Signature]</u> Signature <u>Harold R. Becken</u> Name (please print)	<u>241 Pembroke St</u> Street <u>Pembroke NH 03275</u> City/Town State Zip
3. <u>[Signature]</u> Signature <u>James R. Lindquist</u> Name (please print)	<u>Po Box 213</u> Street <u>Northwood NH 03261</u> City/Town State Zip
4. <u>[Signature]</u> Signature <u>Leonard E. Donnell</u> Name (please print)	<u>22 Wilson Street</u> Street <u>Pittsfield NH 05263</u> City/Town State Zip
5. <u>[Signature]</u> Signature <u>William P. Wainhold</u> Name (please print)	<u>34 Profile Ave</u> Street <u>Concord NH 03301</u> City/Town State Zip

- Notes: 1. If no provision eliminating or limiting personal liability, insert "NONE".
- 2. At least five signatures are required.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and DATED AND SIGNED ORIGINALS to: Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.



**U.S. Department of Transportation  
Pipeline and Hazardous Materials  
Safety Administration**

**Grant Agreement**

1. RECIPIENT NAME AND ADDRESS State of New Hampshire 33 Hazen Dr Division of State Police Concord, NH 03305-0011		2. AGREEMENT NUMBER: HM-HMP-0386-13-01-00	3. AMENDMENT NO. 0
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2013	TO 09/30/2014
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2013	TO 09/30/2014
1A. IRS/VENDOR NO. 026000618	6. ACTION New		
1B. DUNS NO. 060340564	FUNDING		TOTAL
7. CFDA#: 20.703	9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		136,793.00
8. PROJECT TITLE NH Department of Safety HMEP Program	10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		34,199.00
	11. TOTAL AMOUNT OF THIS AGREEMENT		170,992.00
12. GRANTEE PROGRAM MANAGER Ms. Les Cartier	12A. GRANTEE PROGRAM MANAGER EMAIL Leslie.Cartier@dos.nh.gov		
	12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 603-223-4289		
12C. GRANTEE PROGRAM MANAGER ADDRESS 33 Hazen Drive Concord, NH 03305-0011			
13. GRANT PROGRAM OFFICER Emmanuel Ekwo-GMO	13A. GRANT PROGRAM OFFICER EMAIL Emmanuel.Ekwo@dot.gov		
	13B. GRANT PROGRAM OFFICER PHONE NUMBER 2023661634		
14. INCORPORATED ATTACHMENTS			
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq			
16. REMARKS Award Amounts: Federal Share: Planning \$64,235 + Training \$72,558 = Fed Total \$136,793 Non-Federal Share: Planning \$16,059 + Training \$18,140 = Non-Fed Total \$34,199 Total Budget: \$170,992			
GRANTEE ACCEPTANCE		AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL <i>John Bartholmes, Commissioner</i>		19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibae, Acting Associate Administrator	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL <i>[Signature]</i>	18A. DATE 9/12/13	20. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL <i>[Signature]</i>	20A. DATE 24 Sept. 13
AGENCY USE ONLY			
21. OBJECT CLASS CODE 41600		22. ORGANIZATION CODE: 50D0308EPO	
23. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER	FUND	BY	BPAC
HM-HMP-0386-13-01-00	5282XXDA0	2013	EPGR101020
			AMOUNT
			136,793.00

1  
PASSED  
9/23/13  
JWC

## ACEPS Approval Request

### HMEP GRANT AWARDS 2013 – 2014

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 2013-2014 Hazardous Materials Emergency Planning Grant (HMEP). The committee recommended the following awards:

#### HMEP Community grant awards for 2013 – 2014:

1. Central New Hampshire Hazardous Materials team for the collection of hazardous materials information in the region and developing response plans for those materials. \$13,160.00
2. New Hampshire Association of Fire Chiefs for hazardous materials planning and outreach programs. \$32,450.00
3. Southeastern NH Hazardous Materials Mutual Aid District for the collection of hazardous materials information in the region and developing response plans for those materials. \$18,800.00
4. Manchester Fire Department for implementation and enhancement of the hazardous materials planning and response programs. \$7,520.00
5. North Country Emergency Response Team for the collection of hazardous materials information and developing response plans for those materials. \$3,760.00

**TOTAL AWARDS: \$75,690.00**

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



Certificate of Participation and Assignment of Retroactive Dates  
FY 2014

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

Capital Area Fire Mutual Aid

Member Number: 171-070189-14

In consideration of payment of the required contribution and continued compliance with other terms and requirements of PLT membership, the Capital Area Fire Mutual Aid is certified as a Member of PLT. The Term of membership is from July 01, 2013 through June 30, 2014.

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."

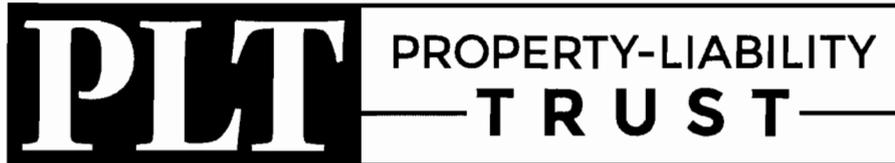
Unless otherwise defined in this Certificate of Participation and Assignment of Retroactive Dates, all terms used herein that are defined in the Applicable Agreement have the same definition as set forth in the Applicable Agreement.

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

PLT Membership Inception Date.....July 01, 1989  
(no earlier than 7/1/86)

Hazmat Date.....July 01, 1993  
(no earlier than 7/1/93)

Claims Made Date.....July 01, 1994  
(no earlier than 7/1/86)



**Local Government Center Property-Liability Trust, LLC (PLT)  
 Summary of Amounts of Protection  
 FY 2014  
 Capital Area Fire Mutual Aid**

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.

**SECTION I. PROPERTY**

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

**SECTION II - CRIME**

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]



## LAKES REGION MUTUAL FIRE AID

62 Communications Drive • Laconia, New Hampshire 03246  
603.528.9111 • Fax 603.528.5989 • www.lrmfa.org

James R. Hayes  
Chief Coordinator

John Beland  
Deputy Coordinator

December 19, 2013

Robin Berube  
NH Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Re: Worker's Compensation Coverage for Central NH Hazardous Materials Team

Dear Ms. Berube:

The Lakes Region Mutual Fire Aid Association and the Capital Area Mutual Fire Aid Compact have in place a Joint Venture Agreement establishing the Central NH Hazardous Materials Team.

The individual members of the CNHHMT are sponsored by their local fire department memberships and are therefore not employees of the CNHHMT. The team members are fire department employees and consequently their Workers Compensation is the responsibility of the town in which they are employed. Any funds paid to the members by the CNHHMT are disbursed to the town of employment and then paid to the team member by the town.

The Capital Area Mutual Aid Fire Compact administers the financial transactions and records for the CNHHMT.

If you have further questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "James R. Hayes".

James R. Hayes  
Chief Coordinator  
Lakes Region Mutual Fire Aid

Cc: Dick Wright, CAMAFC  
Bill Weinhold, CNHHMT

# 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.