

**NON-PRECINCT AREA FIRE AND RESCUE PROTECTION AGREEMENT  
BETWEEN THE TOWN OF CONWAY AND THE NORTH CONWAY WATER PRECINCT**

THIS AGREEMENT made by and between the TOWN OF CONWAY, having a post office address of 1634 East Main Street, Center Conway, NH 03813, herein "Town" on the one part, and NORTH CONWAY WATER PRECINCT, having a post office address of P.O. Box 630, North Conway, NH 03860, herein "NCWP" on the third part.

WHEREAS, the Town desires to provide fire and rescue protection to all its citizens and property, but does not provide directly any fire and rescue protection to any citizens or property of the Town, and

WHEREAS, NCWP provides fire and rescue protection to the citizens and properties within its legal limits and in certain instances without its legal limits, and

WHEREAS, the NCWP is willing and desirous to provide fire and rescue protection to other areas of the Town not located within any other precinct or district of the Town which provides fire and rescue protection, but as limited herein, and

WHEREAS, the Town is willing to provide financial assistance to NCWP for providing this fire and rescue protection to the areas of the Town per the description in Appendix A attached hereto, and

WHEREAS, all the parties hereto wish to establish the methodology of payment for said fire and rescue protection services whether or not rendered inasmuch as the availability of the same shall be deemed as important to the citizens and property in the Town who otherwise have no fire and rescue protection in the response to such casualties.

NOW THEREFORE, by these presence and in consideration of the mutual promises hereunder made, the parties agree as follows:

1. To adopt the following definitions:

- a. CAPITAL OUTLAY FACTOR, shall be a multiplier of 1.00 to the Gross Budget.
- b. GROSS BUDGET, shall mean the combined voter approved total fire budgets from the preceding year, including operating expenses, payments into capital reserve accounts, warrant articles, and debt service payments, for the following political subdivisions of the town of Conway: Center Conway Fire District; Conway Village Fire District; East Conway Fire District; North Conway Water Precinct; Redstone Fire District.
- c. NON-PRECINCT FIRE AREA (NPFA), as shown on the attached map (see Appendix A).

North Conway:	Areas A9, M9, E9
Conway Village:	Areas B9, C9, D9

- d. SERVICE AREA, shall consist of the towns of Albany, Conway, and Hale's Location and those areas of Bartlett served by the North Conway Water Precinct.
  - e. SERVICE PROVIDERS, shall mean Conway Village Fire District (CVFD) and North Conway Water Precinct (NCWP).
2. The Town shall use the values published annually by the State of New Hampshire, Department of Revenue Administration to determine the equalized valuation of the Service Area. Said total equalized valuation shall be inclusive of all taxable properties in the Service Area including utilities. The Total of the Equalized valuations computed in this manner shall be deemed the "TOTAL EQUALIZED VALUATION" for the purposes of the formula hereinafter provided.
  3. On or before June 1 of each year during this agreement, the Town shall compute a payment to the Service Providers by the Town using the following procedure and formula:

Procedure:

The procedure for establishing the tax rate per thousand for the NPFA, for services provided under this agreement, shall be as follows:

Divide the Gross Budget by the Total Equalized Valuation of the Service Area. This resulting amount shall be multiplied by the Capital Outlay Factor. Finally, this resulting amount shall be multiplied by 1,000 to derive the non-precinct rate. The non-precinct rate shall be multiplied by the total equalized value for non-precinct areas to determine the total sum to be paid to the Service Providers. NCWP shall be paid that portion of this total sum proportionally equal to the assessed value of the non-precinct areas that it covers.

Formula:

$$((Y / X) F) 1,000 = R$$

Where:

X = Total Equalized Valuation for the Service Area.

Y = Gross Budget for the Service Area

F = Capital Outlay Factor

R = Non-Fire Area Tax Rate

NCWP payment = total sum (assessed value of A9,M9, E9/total non-precinct assessed value)

4. Payment to NCWP from the Town shall be made in three (3) installments on June 1, July 1, and October 1 of each year.
5. In consideration of the payments hereunder by the Town to NCWP, NCWP agrees to provide regular fire and rescue protection and response to the NPFAs to which it is granted responsibility in accordance with the apportioned map attached hereto as Appendix A. Fire and Rescue protection

shall be supplied in a good workmanlike manner consistent with and equal to that usually provided to citizens and properties within the limits of the respective Service Providers. The payment hereunder by the Town per this Agreement shall be in full satisfaction of fire and rescue protection services provided by the NCWP hereunder. Unless otherwise mutually agreed, there shall be no further special assignments hereunder.

Should there be a wildland fire in which there is either a responsible party being billed or cost sharing with the State, The Town shall be responsible for the paying of any expenses generated by extinguishing said fire with the exception of costs generated by NCWP, and will receive any and all reimbursements from the responsible party, the court system, and or the State except those meant to directly reimburse expenses of NCWP.

6. This Agreement shall last for a term of five (5) years commencing January 1, 2018 and subject to ratification by the legislative body at the Town's 2017 Annual Meeting.
7. It is acknowledged that the NCWP "fire chief" or "fire officer in charge" as defined in New Hampshire revised statutes annotated R.S.A. 154:7 as amended of the applicable Service Provider is hereby vested with all the power and authority as defined in said section under R.S.A. 154:7 II as amended and to perform the duties set forth under this Agreement within the A9, M9, E9 non-precinct areas the same as if he/she were within the North Conway Water Precinct.
8. NCWP shall use its best efforts to be available and/or operating for non-scheduled calls for emergency fire and rescue service in its assigned non-precinct areas. In the event that NCWP is unable to provide fire and rescue service due to another emergency, NCWP shall request assistance from other fire and rescue services, pursuant to the mutual aide arrangements currently in effect.
9. NCWP agrees that it shall maintain fire apparatus that is in good running order and condition and shall fulfill all applicable requirements otherwise mandated by the State of New Hampshire or other governmental units relating to fire and rescue services provided in the State of New Hampshire. NCWP shall furnish all necessary personnel for fire and rescue services required pursuant to this Agreement and shall pay all associated costs, including but not limited to all costs of maintenance of said equipment, expenses of operation and licensing.
10. NCWP shall carry public liability and property damage casualty insurance in the minimum amount of \$500,000.00 per accident in a form and with a company satisfactory to the Town without right to cancellation of such insurance by the provider without at least 20 days written notice to the Town and to the NCWP. There shall be no right of subrogation between the provider(s) of such insurance and the Town or any insurer thereof.

NCWP is a political subdivision of the State and as such is covered by a public risk pool. The Town may request copies of the NCWP coverage documents at any time.

11. To the extent fire inspection services are required for businesses or other purposes in the A9, M9, E9 non-precinct areas, NCWP shall provide the same without additional charge therefore to the town, but this shall not prohibit NCWP from charging such further fees therefore to the recipient of such inspection service in the same manner and at the same rate as otherwise respectively charged to the recipients of such inspection services within the NCWP.
12. It is acknowledged that the NCWP shall supply complete fire and rescue service to its assigned non-precinct areas of the Town. Notwithstanding the foregoing it is further acknowledged that the service providers shall in no way be responsible or liable for the transportation of individuals within the service area requiring emergency medical and transport services. It is further understood that the Town contracts separately for these ambulance services.
13. Should the total sum to be paid to the providers increase or decrease by more than 15% from any given year to the next, the boards of the parties to this agreement agree to meet to review the contract provisions.
14. NCWP shall provide the Town with Quarterly Reports that should include the number and type of call responded to in non-precinct areas.
15. Any and all payment(s) in lieu of taxes (P.I.L.O.T.) received by Town from properties in the A9, M9, and E9 non-precinct areas shall be forwarded to NCWP and shall be in addition to the payment scheduled under Section 3 above.
16. This Agreement shall be binding on the successors and assigns of the parties hereto.

DATED this 15<sup>th</sup> day of November, 2016

**NORTH CONWAY WATER PRECINCT**

By:

John Santuccio  
John Santuccio, Chair

Suzanne Nelson  
Suzanne Nelson

Robert Porter  
Robert Porter  
Its Commissioners

**TOWN OF CONWAY**

By:

C. David Weathers  
C. David Weathers, Chair

Mary Carey Seavey  
Mary Carey Seavey

Carl Thibodeau  
Carl Thibodeau

John Colbath  
John Colbath

Steven Porter  
Steven Porter  
Its Board of Selectmen

APPENDIX A

