



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

November 15, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the New Hampshire Department of Safety, Division of Fire Safety to enter into a grant agreement with the Southeastern NH Hazardous Materials Mutual Aid District (VC# 157297-B001) in the amount of \$5,000.00 for activities associated with the training of hazardous materials handling under the Emergency Planning and Right-to-Know Act. Effective upon Governor and Council approval through September 30, 2013. Funding Source: 100% Federal Funds.

Funds are available in the following account:

02-23-23-238010-53110000	Dept. of Safety Div of Fire Safety	HMEP Grant
072-500574	Grants to Local Gov't - Federal	\$5,000.00
Activity Code: 23HMEP1213TR		

Explanation

The purpose of this grant agreement is to provide assistance to the Southeastern NH Hazardous Materials Mutual Aid District for training first responders in hazardous material identification and handling under the Emergency Planning and Community Right-to-Know Act. Use of the HMEP Grant funds provides added training to insure that the regional hazardous materials response team has the proper training and equipment to mitigate an incident as the District covers some of the busiest roadways in the state. This District covers approximately 30 miles of Interstate 93, State Route 28, and State Route 3A, the major north/south travel routes. Also within the District are State Route 111, State Route 101, and State Route 102, the major east/west travel routes. This District also covers the Manchester-Boston Regional Airport. These roadways provide routes for fuel transportation as well as shipping of chemicals entering the state through the southern border. Funds were awarded from the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP), to the New Hampshire Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS). Activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act include: hazard analysis and risk assessments, the purchase of health, safety and environmental database/software and reference materials, tracking of facility information with each community and the update of databases to ensure sound tactical and strategic decisions to protect the general public, environment and responders in the event of a hazardous materials incident in their area of responsibility.

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

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

Respectfully submitted,

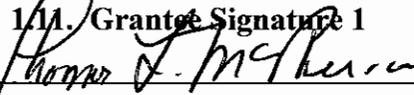
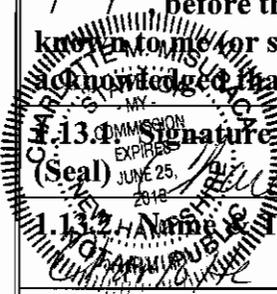
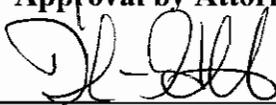
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

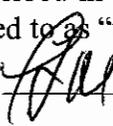
The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS)		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Southeastern NH Hazardous Material District (Vendor Code: 157297 B001)		1.4. Grantee Address PO Box 514, Windham, NH 03087-0514	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2013	1.7. Audit Date N/A	1.8. Grant Limitation \$5,000.00
1.9. Grant Officer for State Agency Leslie Cartier		1.10. State Agency Telephone Number 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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 THOMAS L. MCPHERSON, CHAIRMAN	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____ 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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Charlotte M. Misuraca Administrative Secretary 6/25/2013			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) John Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  David M. Holt Assistant Attorney General, On: 12/14/12			
1.17. Approval by Governor and Council 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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials  Page 1 of 6

Date 10/19/12

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

Grantee Initials
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Date

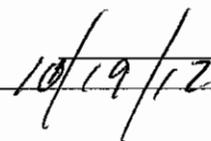


EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$1,250.00	\$5,000.00	\$6,250.00

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

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be \$5,000.00.
- b. "The State" shall reimburse \$5,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials RAU
Page 5 of 6

Date 10/19/12

EXHIBIT C

Special Provisions

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

Grantee Initials
Page 6 of 6

RM

Date

10/19/12

***Southeastern New Hampshire
Hazardous Materials Mutual Aid District
OPERATIONS COMMITTEE ANNUAL MEETING
June 20, 2012 6PM
Searles' Chapel, Windham NH***

The Annual Meeting of the Operations Committee was held on June 20, 2012 at Searles' Chapel, Windham, NH.

OPS Present: Chief Tom McPherson, Chair, Windham
Asst Chief Dean Jore, Vice-Chairman, Hooksett
Deputy Chief, Jim Gilmartin, Treasurer, Hampstead
James Stone, REPC Director
Will Warnock, Team Liaison, Hampstead
Chief Kevin Breen, Salem
Chief James Midgley, Pelham
Chief George Klauber, Derry
Chief John McArdle, Plaistow
Chief Kevin McCaffrie, Londonderry
Chief Frank Fraitz, Litchfield
Chief Steve Woitkun, Danville

BOD Present: Rick Hartung, Chairman, Hampstead
Dick Snow, Vice-Chairman, Candia
Daniel Poliquin, Secretary, Plaistow
Kevin McCaffrie, Londonderry Alt.
Anne Marie Inman, Danville
Dean Jore, Hooksett Alt.
James Midgley, Pelham Alt.
Tom McPherson, Windham Alt.
Patrick Hargraves, Salem
Brian Chirichiello, Derry
Jason Hoch, Litchfield

CALL TO ORDER

Chief Tom McPherson called the OPS meeting to order at 6:30 pm. It was noted that there was a quorum present.

APPROVAL OF MINUTES

June 22, 2011 minutes

Motion by George Klauber, Derry to accept minutes as presented
Seconded by Kevin Breen, Salem
Motion passed unanimously

TREASURER'S REPORT

Treasurer Gilmartin presented the Treasure's report with the following balances;
Citizens Bank checking \$ 18,766.02
MBIA Investment Account \$ 18,903.13
Outstanding Grant Reimbursements \$59,122.87

Motion made and seconded to accept the Treasurer's report as presented
Motion passed unanimously

COMMITTEE REPORTS

REPC Director Report

Grants

Review of attached grants spreadsheet dated May 27, 2012.

Training

Team training has wrapped up for the season, we take the summer off, will start again in September. During the past year the Team has completed 728 man-hours of monthly training, in June the team completed a 40 hour HazMat Technician Refresher class for an additional 880 man-hours of training. All costs related to this class were reimbursed to the District through a SHSP Grant.

The team has implemented minimum training standards for each member, members that do not meet these standards on a yearly basis will be removed from the team.

VIPR Details Reviewed

VIPR details are held at Manchester/Boston Regional Airport in conjunction with the Londonderry PD, TSA, State Police Bomb Squad, FBI and NH National Guard 12th CST. We have been doing an average of 1 detail per month, with 2 members attending. Up to this point all personnel costs had been reimbursed through a law enforcement grant, this funding has ended as such we have not included in our operating budget the funds to do 1 detail per quarter as training.

Team Responses

Team had 14 responses during 2011, and has had 4 responses to date in 2012. There has been no full scale, Level A responses this past year. Responses included Team Leader consults and Spill Trailer responses.

Chair McPherson relayed that the REPC Director position has been a significant addition to the District.

OLD BUSINESS

Elections of Officers



Motion was made to re-elect current Officers of Operation Executive Board.

Chairman Tom McPherson

Vice Chairman Dean Jore

Treasurer James Gilmartin

Member at Large John McArdle

Motion Seconded

Motion Passed unanimously.

Appointment of Team Liaison

Motion was made and Seconded to re-appoint Captain Will Warnock of Hampstead Fire as the Technician Team Liaison

Recommendation of Proposed Budget

Proposed budget lines were reviewed and discussed. Line items with significant changes were;

- REPC Director Salary, decrease of \$12,500, this will be paid directly from the HMEP Grant
- Property and Liability Insurance, increase \$1000, added value of equipment
- Mileage reimbursement, decreased \$400, to be paid from HMEP grant
- Website, Increase \$25, Domain Name charge
- Software Support, Decrease \$453
- Training Supplies, Increase \$150
- Monthly Training, Increase \$400, increased hourly rates
- Expendable equipment, decreased \$2500
- SCBA, Increased \$1250 Testing costs
- Misc. Equipment, Increased \$300
- Physicals, decreased \$700
- Physical Time, Decrease \$153, increased hourly rates
- Fit Testing, decreased \$300
- Radio maintenance, increased \$1000, radio narrow-banding
- Details, VIPR decreased \$2000, loss of grant funding

Discussion was held on the changes in revenue, the HMEP grant funds will no longer be added to the budget, costs will be paid directly from the grant. Revenue also was reduced do the loss of the VIPR detail funding.

Motion was made and seconded to recommend the proposed budget of \$97,118.00 to the Board of Directors for approval.

Motion Passed unanimously

Proposed budget is attached

New Business

There was no new business

ADJOURNMENT

Motion was made to adjourn Operations Committee meeting

Seconded

Passed, Unanimously

Meeting adjourned at 8:10 pm.

Minutes typed by:

James Stone

Date: June 20, 2012

Approved:

Operations Committee

Date:

ACEPS Approval Request

HMEP GRANT AWARDS 2012-13

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

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

HMEP Community grant awards for 2012-13;

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

TOTAL AWARDS: \$78,458

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

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



Southeastern New Hampshire Hazardous Materials Mutual Aid District

P. O. Box 514 Windham, NH 03087

October 18, 2012

State of New Hampshire
Department of Safety
Business Office
33 Hazen Drive
Concord, NH 03305

Dear ms Lienhart,

This letter is to serve as certification that Thomas McPherson Jr., has been reelected as Chairman of the Operations Committee of the Southeastern New Hampshire Hazards Materials Mutual Aid District, and continues to have the authority as detailed in Sec. 6,1.a of the Bylaws of the organization to "sign all contracts, deeds and other instruments made by the organization."

His reelection as Chairman occurred on June 20, 2012, as documented in the attached draft minutes of the Annual Meeting of the Operations Committee, and has not been revised or repealed as of this date.

Please feel free to contact me with any questions regarding this information. Thank you for your assistance.

Yours truly,

James Stone
REPC Director

Enclosure;
Grant Agreements
Draft Meeting Minutes, Operations Committee (6/20/2012)
SENHHMMAD Bylaws
Insurance Certificate

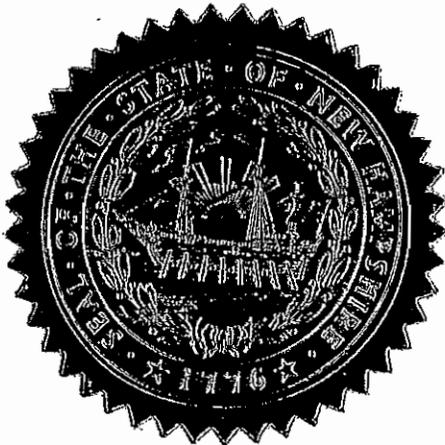
ATKINSON * AUBURN * CANDIA * CHESTER * DANVILLE * DERRY * HAMPSTEAD * HOOKSETT
LITCHFIELD * LONDONDERRY * PELHAM * PLAISTOW * SALEM * SANDOWN * WINDHAM

WWW.SENHHAZMAT.ORG

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN NEW HAMPSHIRE HAZARDOUS MATERIAL MUTUAL AID DISTRICT filed Articles of Agreement pursuant to RSA 154:30-b with this office on June 14, 1993.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of March, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF COVERAGE

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

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

<i>Participating Member:</i> Southeastern NH Hazardous Materials Mutual Aid District Member Number: 201-070193-12		Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Worker's Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH Statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Each Occurrence</td><td style="text-align: right; padding: 2px;">\$5,000,000</td></tr> <tr><td style="padding: 2px;">General Aggregate</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Personal & Adv Injury</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Med Exp (any one person)</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Products-Comp/Op Agg</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Fire Damage (each fire)</td><td style="text-align: right; padding: 2px;">\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products-Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
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Products-Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Each Occurrence</td><td style="text-align: right; padding: 2px;">\$5,000,000</td></tr> <tr><td style="padding: 2px;">Bodily Injury (per person)</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Bodily Injury (per accident)</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Property Damage (per accident)</td><td style="text-align: right; padding: 2px;">\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$5,000,000														
Bodily Injury (per person)	\$														
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<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Each Occurrence</td><td style="text-align: right; padding: 2px;">\$N/A</td></tr> <tr><td style="padding: 2px;">Aggregate</td><td style="text-align: right; padding: 2px;">\$N/A</td></tr> </table>	Each Occurrence	\$N/A	Aggregate	\$N/A								
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Aggregate	\$N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"></td><td style="text-align: right; padding: 2px;">\$ Per Scheduled limits and Member Agreement</td></tr> </table>		\$ Per Scheduled limits and Member Agreement										
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<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><input type="checkbox"/> Statutory / Cov. A</td><td style="padding: 2px;"></td></tr> <tr><td style="padding: 2px;">Each Accident / Cov. B</td><td style="text-align: right; padding: 2px;">\$2,000,000</td></tr> <tr><td style="padding: 2px;">Disease - Each Employee</td><td style="text-align: right; padding: 2px;">\$2,000,000</td></tr> <tr><td style="padding: 2px;">Disease - Policy Limit</td><td style="text-align: right; padding: 2px;">\$2,000,000</td></tr> </table>	<input type="checkbox"/> Statutory / Cov. A		Each Accident / Cov. B	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	\$2,000,000				
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Each Accident / Cov. B	\$2,000,000														
Disease - Each Employee	\$2,000,000														
Disease - Policy Limit	\$2,000,000														
Description: Proof of Coverage															

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

<input checked="" type="checkbox"/> Certificate Holder Only		
Certificate Holder: Southeastern NH Hazardous Materials Mutual Aid District PO Box 514 Windham, NH 03087	Date Issued: 10/19/2012	Please direct inquiries to: Debra A. Lewis 603.224.7447x3332



**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 Concord, NH 03305-0011		2. AGREEMENT NUMBER: HM-HMP-0300-12-01-00	3. AMENDMENT NO. 0	
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2012 TO 09/30/2013		
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2012 TO 09/30/2013		
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		145,934.00
8. PROJECT TITLE NH Department of Safety HMEP Program		10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		36,484.00
		11. TOTAL AMOUNT OF THIS AGREEMENT		182,418.00
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 \$68,527+ Training \$77,407 = Fed Total \$145,934 Non-Federal Share: Planning \$17,132 + Training \$19,352 = Non-Fed Total \$36,484 Total Budget: \$182,418				
GRANTEE ACCEPTANCE			AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Baethelmes, Commissioner			19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Dr. Magdy El-Sibaie, Associate Administrator OHMS	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL 		18A. DATE 9/30/12	20. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL 	20A. DATE 09/28/2012
AGENCY USE ONLY				
21. OBJECT CLASS CODE: 41000			22. ORGANIZATION CODE: 50D0308EPO	
23. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER HM-HMP-0300-12-01-00	FUND 5282XXDA0	BY 2012	BPAC EPGRT010	AMOUNT 145,934.00