



State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

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Dm

JOHN J. BARTHELMES
COMMISSIONER

March 6, 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 City of Manchester (VC# 177433, B010) in the amount of \$7,520.00 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	\$7,520.00
Activity Code: 23HMEP1314PL		

Explanation

The purpose of this grant agreement is to provide assistance to the City of Manchester, NH to continue the planning and training initiatives for Manchester's hazardous materials response plan, Tier II coordination, scenario and vulnerability studies for the city and training for first responders. The geographic area consists of the Greater Manchester region, including major transportation routes, industrial and commercial facilities and the Manchester-Boston Regional Airport which is a major freight center for New England. Major transportation routes include Route 93, Everett Turnpike and US Route 3 as well as Route 101. The proposed commodities flow study will provide information to update and refine the city's hazardous materials vulnerability plan. 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



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

Grant Agreement

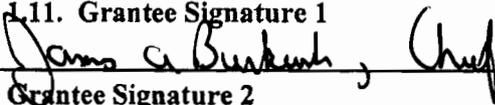
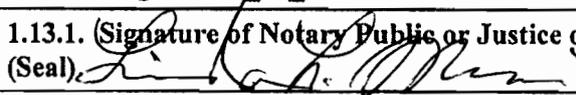
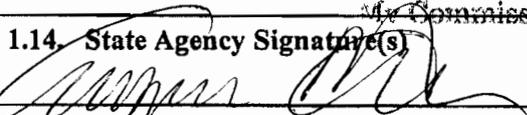
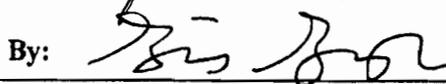
1. RECIPIENT NAME AND ADDRESS State of New Hampshire 33 Hazen Dr Division of State Police Concord, NH 03305-0011		2. AGREEMENT NUMBER: HM-HMP-0386-13-01-00	3. AMENDMENT NO. 0	
		4. PROJECT PERFORMANCE PERIOD:	FROM 09/30/2013	TO 09/30/2014
		5. FEDERAL FUNDING PERIOD:	FROM 09/30/2013	TO 09/30/2014
1A. 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 HM:EP 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 Barthelme, Commissioner</i>			19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr Magdy El-Sibaie, 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: 50D0308EP0	
23. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
HM-HMP-0386-13-01-00	5282XXDA0	2013	EPGR101020	136,793.00

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 City of Manchester (Vendor Code: 177433 B010)		1.4. Grantee Address 100 Merrimack St, Manchester, NH 03103	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2014	1.7. Audit Date N/A	1.8. Grant Limitation \$7,520.00
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 James A. Bunkush, Chief	
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 <u>Hillsborough</u> , on <u>2/20/14</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 he 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 Linda L. Miccio, Notary Public My Commission Expires October 6, 2015			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>3/17/14</u>			
1.17. Approval by Governor and Council 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").

Grantee Initials JAB Date 2/20/14
 Page 1 of 6

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 1.3 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

Grantee Initials Jas
Page 2 of 6

Date 2/20/14

- 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.

Grantee Initials JCS
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Date 2/26/14

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Fire Safety (hereafter referred to as "the State") is awarding the City of Manchester (hereafter referred to as "the Grantee") \$7,520.00 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.

Grantee Initials
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JCS

Date

2/20/14

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$1,880.00	\$7,520.00	\$9,400.00

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 \$7,520.00.
- b. A request for an advance of funds must be submitted in writing to the State Hazardous Materials Coordinator. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within the specified grant period.

Grantee Initials Jus Date 2/26/14
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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."
4. Both parties agree to amending section 17.1.2 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$925,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

Grantee Initials
Page 6 of 6

Jan

Date

2/26/14

Thomas R. Clark
City Solicitor



Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

Thomas I. Arnold, III
Deputy City Solicitor

CITY OF MANCHESTER
Office of the City Solicitor

April 19, 2011

John J. Barthelmes, Commissioner
New Hampshire Department of Safety
10 Hazen Drive
Concord, New Hampshire 03305

Re: Authority to sign grant agreements

Dear Commissioner Barthelmes:

Please accept this letter as confirmation that once the Manchester Board of Mayor and Aldermen has voted to accept a grant that James Burkush, as Chief of the Fire Department, is authorized to sign grant agreements for grants to the Fire Department and for grants to the hazardous materials team. As Chief of the Fire Department he is also authorized to sign grant agreements for communications. As Director of emergency management for the City of Manchester Mr. Burkush is also authorized to sign grant agreements for emergency management and emergency management-homeland security.

Should you need anything further please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas I. Arnold, III".

Thomas I. Arnold, III
Deputy City Solicitor

March 5, 2014

The authority given to Chief James Burkish to sign grant agreements remains in effect as of March 5, 2014

A handwritten signature in black ink, appearing to read "Thomas I. Arnold, III".

Thomas I. Arnold, III
Deputy City Solicitor

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6523 • FAX: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov • Website: www.manchesternh.gov



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

MEMORANDUM

To: Alderman Jim Roy,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: January 27, 2014

Re: CIP#411614 – 2013-14 Hazardous Materials Emergency Planning

New Funding

The Fire Department is requesting approval to accept a State Grant that will allow for the continued planning and training initiatives related to Emergency Planning. This grant requires a soft match which will be provided by the Fire Department.

Respectfully, I request that the Committee make a recommendation regarding Fire's request to accept this grant to the full Board.

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the amending resolution and budget authorization providing for acceptance and expenditure of a State grant of \$9,400, for CIP project 411614 2013-2014 Hazardous Materials Emergency Planning be approved.

(Unanimous vote)

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held February 18, 2014, on a motion of Alderman O'Neil, duly seconded by Alderman Long, the report of the Committee was accepted and its recommendations adopted.



City Clerk

City of Manchester New Hampshire

In the year Two Thousand and Fourteen

A RESOLUTION

“Amending the FY 2014 Community Improvement Program authorizing and appropriating funds in the amount of Nine Thousand Four Hundred Dollars (\$9,400) for the FY2014 CIP 411614 2013-14 Hazardous Materials Emergency Planning.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2014 CIP as contained in the 2014 CIP budget; and

WHEREAS, the 2014 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allow for the acceptance of \$7,520 from a State grant to allow for the continued planning and training initiatives related to Emergency Planning;

WHEREAS, the Board of Mayor and Aldermen wishes to allow for the grant match to be contributed through Fire Department Staff;

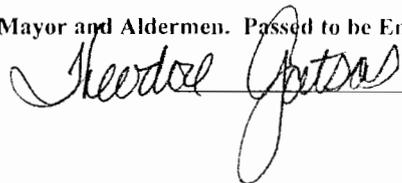
NOW, THEREFORE, be it resolved that the 2014 CIP be amended as follows:

By adding:

CIP 411614 2013-14 Hazardous Materials Emergency Planning - \$7,520 State, \$1,880 Other

Resolved, that this Resolution shall take effect upon its passage.

February 18, 2014. In Board of Mayor and Aldermen. Passed to be Enrolled.

 Mayor

*Passion
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.

18. Recommending that the amending resolution and budget authorization providing for acceptance and expenditure of \$30,824 from the US DHHS Health Resources and Service Administration for CIP project 212114 Homeless Healthcare be approved.
(Unanimous vote)
19. Recommending that the amending resolution and budget authorization providing for acceptance and expenditure of \$20,000 from a private developer for CIP project 711714 John E. Devine Drive Improvements be approved.
(Unanimous vote with the exception of Alderman O'Neil who voted in opposition)
20. Recommending that the amending resolution and budget authorization providing for acceptance and expenditure of \$81,000 from a private developer for CIP project 711614 South Willow Street Area Improvements be approved.
(Unanimous vote with the exception of Alderman O'Neil who voted in opposition)
21. Recommending that the amending resolution and budget authorization providing for a budget increase of \$4,330 to CIP project 510014 Greenstreets, reflecting an anticipated match from property owners be approved.
(Unanimous vote)
- 22. Recommending that the amending resolution and budget authorization providing for acceptance and expenditure of a State grant of \$9,400, for CIP project 411614 2013-2014 Hazardous Materials Emergency Planning be approved.
(Unanimous vote)
23. Recommending that the request from Leon LaFreniere, Director of Planning & Community Development to extend CIP project 611512 Neighborhood Stabilization Program III until June 30, 2014, be approved.
(Unanimous vote)
24. Recommending that the amending resolution and budget authorization providing for a transfer of \$47,000 in unexpended funds, from CIP 711709 Storm Water Utility Study/Design Project, to CIP 411714 Automated Fingerprint Identification System (AFIS), be approved.
(Unanimous vote)



**City of Manchester
Office of Risk Management**

Harry G. Ntapalis
Risk Manager

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TTY: 1-800-735-2964

CERTIFICATE OF COVERAGE

NEW HAMPSHIRE DEPT. OF SAFETY
DIVISION OF FIRE SAFETY
ADVISORY COUNCIL ON EMERGENCY PREPAREDNESS AND SAFETY
33 Hazen Drive
Concord, New Hampshire 03305

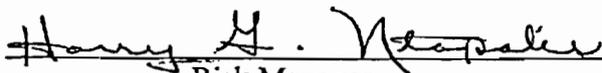
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, 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 limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD. For the Manchester Fire Department award of the Hazardous Material Emergency Planning Grant by the NH Department of Safety, Division of Fire Safety, Advisory Council of Emergency Preparedness and Security.

Issued the 12th day of March, 2013.


Risk Manager

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.