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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

February 26, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Retroactive*

### Requested Action

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety (DOS), Division of Fire Safety, to **retroactively** enter into a grant agreement with the NH Association of Fire Chiefs (VC# 166536 B002) in the amount of \$33,300.00 for activities associated with the planning of hazardous material incident response. Effective upon Governor and Council approval from October 1, 2015, through September 30, 2016. 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
072-500576	Grants to Other State Agencies - Federal		\$33,300.00
Activity Code: 23HMEP1516PL			

### Explanation

This grant agreement is **retroactive** as once the grant award was confirmed, the Division reviewed and re-evaluated the program's mission and directives and implemented resulting changes, such as increased planning that would provide greater benefits to New Hampshire residents. As a result, this agreement between the Division of Fire Safety and the NH Association of Fire Chiefs could not be completed until the review process was complete and approval received from the advisory council on emergency preparedness and security (ACEPS). The conference organized by the NH Association of Fire Chiefs meets grant requirements for outreach programs to be offered to all communities within the State.

The purpose of this grant agreement is to provide assistance to New Hampshire Association of Fire Chiefs for planning a two day statewide Hazardous Material Conference. This conference will be advertised to invite emergency responders and business and industry representatives around NH and in the regional area. This collaboration is to build well trained first responders in the local community with industries including the transportation industry. This conference will enhance the hazardous materials planning and response capabilities throughout the State and for all attendees. The presentations will focus on educating the attendees to properly plan, train, staff, and mitigate a hazardous material incident.

These HMEP funds are 80% federally funded and 20% soft matched by recipients. The 20% soft match will be met with funds expended by the NH Association of Fire Chiefs.

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

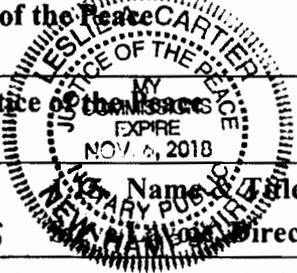
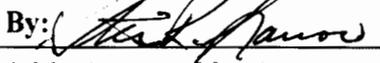
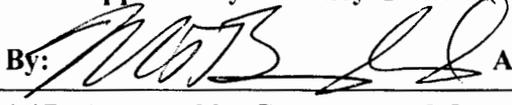
Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

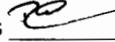
**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> NH Association of Fire Chiefs (Vendor Code: 166536 B002)		<b>1.4. Subrecipient Tel. #/Address</b> PO Box 617, Concord, NH 03302-0617	
<b>1.5 Effective Date</b> October 01, 2015	<b>1.6. Account Number</b> AU #53110000	<b>1.7. Completion Date</b> September 30, 2016	<b>1.8. Grant Limitation</b> \$ \$33,300.00
<b>1.9. Grant Officer for State Agency</b> Leslie Cartier, HMEP Grant Coordinator		<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. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> RICHARD S. O'BRIEN, Pres. NHAFCA	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on <b>2/18/16</b> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> LES A CARTIER			
<b>1.14. State Agency Signature(s)</b> By:  On: 02/23/16		<b>Name &amp; Title of State Agency Signor(s)</b> Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 2/29/16			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: 1/1			

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

Subrecipient Initials   
Page 1 of 6

Date 2/15/16  
2/18/16

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 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 Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Fire Safety (hereinafter referred to as "the State") is awarding the NH Association of Fire Chiefs (hereinafter referred to as "the Subrecipient") \$33,300.00 for expenses related to the Hazardous Materials conference that will enhance the Hazardous Materials planning and response capabilities throughout the state. The presentations will focus on educating the attendees to properly plan, train, and staff and mitigate a hazardous materials incident.
2. "The Subrecipient" agrees that the project grant period ends September 30, 2016 and that a final performance and expenditure report will be sent to "the State" by October 31, 2016.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" 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 Subrecipient" shall maintain documentation of the 20% cost share required by this grant.

Subrecipient Initials OS  
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\_\_\_\_\_  
Date 2/18/16

**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$8,325.00	\$33,300.00	\$41,625.00
<b>Project Cost is 80% Federal Funds, 20% Applicant Share</b>			
Awarding Agency: Pipeline and Hazardous Materials Safety Administration (PHMSA)			
Award Title & #: Hazardous Materials Emergency Planning (HMEP)HM-HMP-0510-15-01-00			
Catalog of Federal Domestic Assistance (CFDA) Number: 20.703(HMEP)			
Applicant's Data Universal Numbering System (DUNS): 191243547			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$33,300.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks and proof of match. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within 45 days.
- c. "The State" shall reimburse up to \$33,300.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials



Page 5 of 6

Date

2/18/16

## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. The "Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials                     

Page 6 of 6

Date 2/18/16



U.S Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS New Hampshire Department of Safety 33 Hazen Dr Concord, NH 03305-0011	2. AGREEMENT NUMBER: HM-HMP-0510-15-01-00	3. AMENDMENT NO. 0
	4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2015 TO 09/30/2016	
	5. FEDERAL FUNDING PERIOD: FROM 09/30/2015 TO 09/30/2016	

1A. IRS/VENDOR NO. 026000618	6. ACTION New
1B. DUNS NO. 060340564	

7. CFDA#: 20.703	TITLE	FEDERAL	NON-FEDERAL	TOTAL
8. PROJECT TITLE NH Department of Safety HMEP Program	9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
	10. THIS AGREEMENT	137,757.00	34,439.00	172,196.00
	11. TOTAL AGREEMENT	137,757.00	34,439.00	172,196.00

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

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT  
Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq

14. REMARKS  
1. Training Federal Allocation = 72,853 Planning Federal Allocation = 64,904  
2. The Recipient is designated as medium-risk based upon PHMSAs FY15 HMEP risk assessment. The Recipient is required to submit a description of the activities associated with each reimbursement request.  
3. The indirect cost rate for this award is 8.3%. Indirect costs can only be requested if the Recipient maintains a current, approved indirect cost rate.

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Pamela Urban-Morin		17. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibaie PHMSA Associate Administrator	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	16A. DATE 09/04/2015	18. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL Electronically Signed	18A. DATE 09/08/2015

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000	20. ORGANIZATION CODE: 50D0308EP0
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21. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
HM-HMP-0510-15-01-00	5282XXXDA0	2015	EPGRT01020	137,757.00



## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

547 Charles Bancroft Highway  
Litchfield, NH 03052

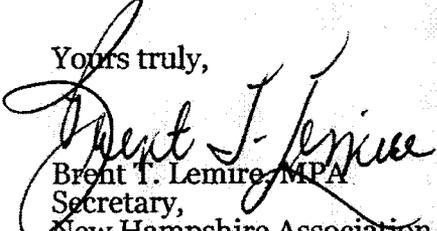
February 19, 2016

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

Please be advised that the Chief Richard O'Brien is the duly elected President of the NH Association of Fire Chiefs and will be the contact person for any and all grants awarded.

Call with further questions.

Yours truly,

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





## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

547 Charles Bancroft Highway  
Litchfield, NH 03052

### RESOLUTIONS FOR THE ASSOCIATION MEETING OF THE NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

BE IT RESOLVED, that the Association accepted the ending of the one year term of Belmont Fire Chief David Parenti, as President of the New Hampshire Association of Fire Chiefs on an effective date of April 9, 2015

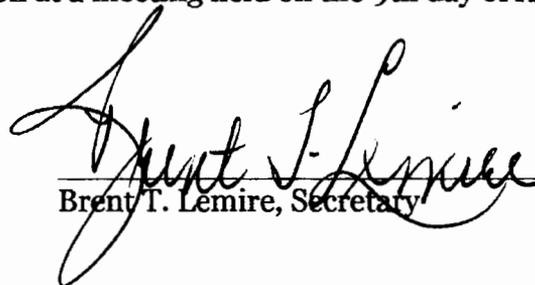
BE IT RESOLVED, that Goffstown Fire Chief Richard O'Brien was nominated and voted as the President of the New Hampshire Association of Fire Chiefs effective date of April 9, 2015 for the period of a one year term.

BE IT RESOLVED, that Richard O'Brien as President of the New Hampshire Association of Fire Chiefs will have the authority to sign Checks, Notes and Contracts on behalf of the Association as outlined in Article IV, Section 1 of the By Laws of the New Hampshire Association of Fire Chiefs.

BE IT RESOLVED, that Gilford Fire Chief Stephen Carrier was nominated and voted as the 1<sup>st</sup> Vice President of the New Hampshire Association of Fire Chiefs effective April 9, 2015 for the period of a one year term.

The undersigned Secretary certifies that the foregoing resolutions were adopted by its Board of Directors and the Association at a meeting held on the 9th day of April 2016



  
Brent T. Lemire, Secretary



**NEW HAMPSHIRE ASSOCIATION  
OF FIRE CHIEFS, INC.  
BY-LAWS**  
Adopted March 10, 2011



**Article I: Name**

The name of the organization shall be the New Hampshire Association of Fire Chiefs, Inc.

**Article II: Location of Principal Office**

The principal office of the organization shall be at the residence of the secretary of the organization or United States Post Office box, to be determined by the Board of Directors.

**Article III: Purpose and Powers**

We, the fire chiefs and chief engineers of fire departments within the State of New Hampshire, and such other persons as we deem it proper to join with us, form ourselves into an organization to be known as the New Hampshire Association of Fire Chiefs, Inc. The purpose of which shall be to:

- Promote and Develop professionalism in all aspects of the fire service including, but not limited to emergency medical services, emergency management, and the protection of life, property and the environment.
- Promote research and effective and efficient methods of suppression, prevention, training and public education as it relates to all aspects of the fire service.
- Promote and lobby for legislative changes that will aid the fire service in carrying out its functions.
- Provide Leadership Qualities for the New Hampshire Fire Service., and such other matters as the interest of the Fire Service may, from time to time, bring to our attention.

**Article IV: Membership**

The association shall be comprised of both voting and non-voting membership. The Board of Directors shall establish the qualifications for voting. The Board of Directors shall also establish eligibility of the membership to hold office.

**Removal of Members:** The Board of Directors shall recommend to the membership that the association censure, either publicly or privately, suspend, or expel, and/or prohibit the reinstatement of a member for any violation of the most recently approved International Association of Fire Chiefs' Rules of Conduct. The Board of Directors shall establish procedures for the handling of complaints against members and for the investigation and determination thereof. In each case the member so involved shall be notified promptly.

## By-Laws of the NH Association of Fire Chief's Inc.

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### Article V: Meetings of Members

- A. The regular meeting of the association shall be held on the second Thursday of each month at such a time and place as the Executive Committee (Officers and Board of Directors) may choose. The time, place and date may be changed by a vote of the Executive Committee (Association) or in case of emergency, by the association president.
- a. Meetings shall include but not be limited to:
- i. Opening ceremonies
  - ii. (Salute to the flag of our country)
  - iii. (Moment of silence for departed members)
  - iv. Quorum call
  - v. Welcome by the host chief)
  - vi. Reading of the recordings of the previous meeting
  - vii. Financial report by the treasurer
  - viii. Reading of communications
  - ix. Reading of applications for membership
  - x. Reports of committees
  - xi. Report of Liaisons
  - xii. (Fire Standards and Training
  - xiii. LOSAP
  - xiv. Bureau of Emergency Communications
  - xv. HAZ-MAT
  - xvi. EMS/Trauma Coordinating
  - xvii. Fireworks
  - xviii. SERC)
  - xix. Unfinished business
  - xx. New business
  - xxi. Good and welfare of the association
  - xxii. (Report on attendance and place of next meeting)
  - xxiii. Adjournment
- B. The Annual Meeting of the association will be held on the second Thursday of April, unless changed as provided for in Article V, Section A. At this meeting, Officers and Directors shall be elected, the annual budget approved and the dues set for the subsequent year.
- C. Eleven (11) voting members from at least five (5) different communities or organizations shall constitute a quorum for the transaction of association business.

### Article VI: Directors

- A. There shall be a Board of Directors consisting of five (5) voting members,
- a. Two of which shall be full-time career chiefs of department,
  - b. Two of which shall be chiefs of department of a combination, volunteer or call department.
  - c. One voting member of the Association.
- B. The Board of Directors shall be elected by ballot at the Annual Meeting of the association and shall hold their office for a two year term or until their successors are elected and qualified.

## By-Laws of the NH Association of Fire Chief's Inc.

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- a. One career and one call/volunteer chief shall be elected in the even years.
- b. One career and one call/volunteer and the voting member shall be elected in the odd years.
- D. Members of the Board of Directors shall be actively employed in the fire service at the time of election and be a member in good standing.
- D. The Board of Directors shall have the following duties:
  - a. Have general charge of the affairs of the association.
  - b. Review the work of the association and develop (broad) policy for the operation of the association.
  - c. Give their concurrence on prospective appointments of active members to the auditing and nominating committees as received from the association president.
  - d. At their first meeting following their election at annual meeting, they shall elect a chairman.
- E. A director may resign their position by forwarding a letter of resignation to the chairman of the board.
- F. Should any position on the Board of Directors become vacant prior to the next Annual Meeting, the remaining members of the board of directors shall be empowered to fill said vacancy.
- G. All Board Members, absent from 3 meetings in a row or over 50% of the Executive Committee meetings within the fiscal year, without approval of the Chairman of the Board of Directors, or President (or First Vice President), shall be dismissed from the board. Any such approval (from the President or First Vice President) must be put in the minutes at the meeting they are missing. The Board of Directors shall recommend to the membership that the Association censure, either publicly or privately, suspend, or expel, and/or prohibit reinstatement of a member for any violation of the most recently approved International Association of Fire Chiefs' Rules of Conduct. The Board of Directors shall establish procedures for the handling of complaints against members and for the investigation and determination thereof. In each case the member so involved shall be notified promptly.
- H. Directors shall not be compensated for their time while serving on the board but may be reimbursed for reasonable expenses occurred while acting in their official capacity as a member of the board.
- I. Directors shall be exempt from paying dues during their term of office.
- J. The immediate past president of the association, the New Hampshire director to the New England Association of Fire Chiefs and the New Hampshire director the New England Division of International Association of Fire Chiefs shall be Ex-Officio members of the board of directors.

### **Article VII: Meetings of the Board of Directors**

- A. Shall meet not less than four (4) times each year with written record kept of their proceedings.
- B. Three (3) members of the Board of Directors shall constitute a quorum for the transaction of board business.

## By-Laws of the NH Association of Fire Chief's Inc.

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### Article VIII: Officers and Agents

- A. The elected officers of the association shall consist of a president, first vice president, second vice president, secretary, treasurer, and a sergeant-at-arms, and their respective duties and powers are:
- a. President
    - i. Be the official representative and spokesperson for the association.
    - ii. Serve as chairman of the executive committee.
    - iii. Appoint all committees.
    - iv. Preside at meetings of the association and executive committee.
    - v. Call a special meeting of the board of directors when so requested by a majority of the executive committee or whenever the president determines necessary, except when the president determines that an unusual Emergency exists: at least five (5) days notification shall be given and the reason for the special meeting stated.
  - b. 1<sup>st</sup> Vice President
    - i. In the absence or inability of the president to perform all the duties of the office be directed to assume the duties of the president.
    - ii. Assist the president in conducting the business and policies of the association.
    - iii. Performs such other duties as are prescribed by the president or board of directors.
  - c. 2<sup>nd</sup> Vice President
    - i. Assist the president and first vice president in conducting the business and policies of the association.
    - ii. In the absence or inability of the president or the first vice president to perform their duties, be directed to assume all the duties and responsibilities of the president.
    - iii. Perform such other duties as are prescribed by the president or board of directors.
  - d. Sergeant-at-Arms
    - i. Serve as guardian of the ballot box.
    - ii. Assist the association secretary with the examination of the credentials of voting members.
    - iii. Perform such other duties as may be required by the president or the board of directors.
  - e. Secretary
    - i. Keep proper records of all proceedings at the association, board of directors and executive committee meetings.
    - ii. Attend to all correspondence.
    - iii. Keep the necessary records and files of the association.
    - iv. Receive all monies and transfer same to the association treasurer.
  - f. Treasurer
    - i. Supervise the use of all the assets of the association with the advice and approval of the executive committee.

## By-Laws of the NH Association of Fire Chiefs Inc.

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- ii. Ensure that all monies of the association are deposited in proper accounts and where applicable, drawing the highest rate of return consistent with the greatest safety for the association funds).
  - iii. Shall insure that all funds are collected, recorded, transferred and disbursed according to accepted accounting practice and principles, in accordance with the By-laws of the Association and the policies adopted by the board of directors.
  - iv. Shall provide a written Report to the Annual Meeting of the association on the financial condition of the association including a summary of all revenues and disbursements.
- C. All officers shall be elected by ballot at the Annual Meeting and (shall) have a term of office for one (1) year or until their successors are elected and qualified.
- D. Any member who has served one year as president of the association may be reelected to the office for another one year term. Providing, however, after having served as president for two consecutive terms, they shall not again be eligible to the office of president until the expiration of three (3) years from the latest date he/she held the office of president.
- E. Any member of the association seeking election to the office of president, first vice-president, second vice-president, and sergeant-at-arms shall be actively employed in the fire service at the time of election and a voting member, and be a member in good standing.
- F. Any member of the association seeking election to the office of secretary or treasurer shall be a voting member. (Either actively employed in the fire service at the time of election or granted life membership by the Board of Directors and be a member in good standing.)
- G. An Officer may resign their position by notifying the President in writing of their intent. The President may resign his/her position by notifying the Board of Directors of intent.
- H. Should an Officers position become vacant prior to the next Annual Meeting, the board of directors shall be empowered to fill said vacancy.
- I. Any Officer, absent from 3 meetings in a row or over 50% of the Executive Committee meetings within the fiscal year, without approval of the Chairman of the Board of Directors, or President (or First Vice President), shall be dismissed from the board. Any such approval (from the President or First Vice President) must be put in the minutes at the meeting they are missing. The Board of Directors shall recommend to the membership that the Association censure, either publicly or privately, suspend, or expel, and/or prohibit reinstatement of a member for any violation of the most recently approved International Association of Fire Chiefs' Rules of Conduct. The Board of Directors shall establish procedures for the handling of complaints against members and for the investigation and determination thereof. In each case the member so involved shall be notified promptly.
- J. Directors shall be exempt from paying dues during their term of office.
- K. Officers shall not be compensated for their time while serving at the discretion of the Board of Directors. They may be reimbursed for reasonable expenses occurred while acting in their official capacity as an Officer with approval of the Board of Directors.

## By-Laws of the NH Association of Fire Chief's Inc.

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### **Article IX: Committees**

- A. The president shall establish whatever committees that may be necessary to organize and operate the association. The board of directors shall establish selection criteria for such committee(s) Committee shall include but not limited to:
- a. Auditing Committee
  - b. Nominating Committee
  - c. Legislative Committee
  - d. Professional Development Committee
  - e. Budget Committee

### **Article X: Contributions and Deposits**

The officers and board of directors shall be authorized to accept gifts, grants and other donations on behalf of the organization. They further shall be authorized to manage such funds in the best interest of the organization. The Treasurer and an authorized agent of the Association shall be authorized to sign checks, drafts and other obligations on behalf of the organization.

### **Article XI: Prohibited Activities and Dissolution**

A 501(c)(6) business league may further its exempt purposes through lobbying as its primary activity without jeopardizing its exempt status. However, a 501(c)(6) organization that engages in lobbying may be required to either provide notice to its members regarding the percentage of dues paid that are applicable to lobbying activities, or pay a proxy tax. If at any time the Association shall cease to carry out the purpose as herein stated, all assets and property held by it, whether in trust or otherwise, shall, after payment of its liabilities, be paid over to an organization, selected by a majority of the Board of Directors of the Association, which has similar purposes and has established its tax exempt status under section 501 (3) of the Internal Revenue code of 1354 as now enacted, or as may hereafter be amended, and such assets and property shall be applied exclusively for such charitable, scientific and education programs.

### **Article XII: Indemnification**

The association shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the organization against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in

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addition to and not exclusive of all other rights to which any person may be entitled. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such Amendment or repeal was voted by or was made with the written consent of such indemnified person. This Article constitutes a contract between the association and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

### **Article XIII: Amendments**

- A. The association shall have the full power at any meeting to alter, or revise these Bylaws, providing that notice of such alteration, amendment or revision has been in the hands of the active membership at least 30 days prior to the date of the intended vote.
- B. A two-thirds majority of the members present at such meeting and entitled to vote, shall be necessary for the adoption of any such alteration, amendment or revision.
- C. All amendments, alterations or revisions shall take effect immediately upon adoption by the membership unless otherwise provided.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/22/2016

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

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

<b>PRODUCER</b>  <b>Sandy Ackerson Agency</b> 399 Boynton St. Bedford, NH 03110	<b>CONTACT NAME:</b> John Ackerson <b>PHONE (A/C, No, Ext):</b> 603-622-2918 <b>FAX (A/C, No):</b> 603-644-4731 <b>E-MAIL ADDRESS:</b> John@sandyackerson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> State Farm Fire and Casualty Company      25143 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> New Hampshire Association of Fire Chiefs c/o Richard Mason 3 Suzanne Dr. Portsmouth, NH 03801-5910		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>94-BC-Q780-9F</b>	<b>02/22/2016</b>	<b>03/16/2017</b>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

REPLY ADDRESS:

547 Charles Bancroft Highway  
Litchfield, NH 03052

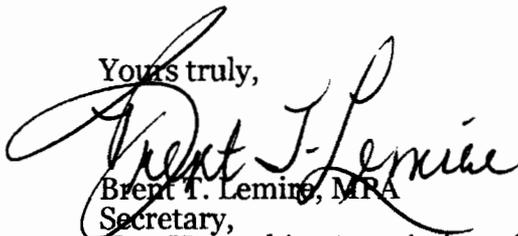
February 19, 2016

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

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

Call with further questions.

Yours truly,



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

