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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

December 20, 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 New Hampshire Association of Fire Chiefs (VC# 166536, B002) in the amount of \$28,450.00 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	\$28,450.00
Activity Code: 23HMEP1314PL		

### Explanation

The purpose of this grant agreement is to provide assistance to the NH Association of Fire Chiefs for developing emergency plans under the Emergency Planning and Community Right-to-Know Act. The NH Association of Fire Chiefs works with communities throughout the state to help them identify hazardous materials transported, stored and utilized in the community. This information is used to better prepare fire, police and other emergency responders for incidents involving those hazardous materials. The communities are also shown how their TIER 2 program works and how to use the CAMEO software for hazardous material incidents. Funds were awarded from the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP), to the New Hampshire Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS). Activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act include: hazard analysis and risk assessments; the purchase of health, safety and environmental database/software and reference materials; tracking of facility information with each community; and the update of databases to ensure sound tactical and strategic decisions to protect the general public, environment and responders in the event of a hazardous materials incident in their area of responsibility.

A list of grant awardees was reviewed and approved by the Advisory Council on Emergency Preparedness and Security (ACEPS) on September 23, 2013. The committee all agreed that the list of grantees was justified for funding and that grant funds were sufficient to cover the amounts offered to the recipients. This grant award is for planning activities.

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

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

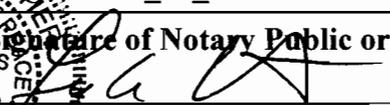
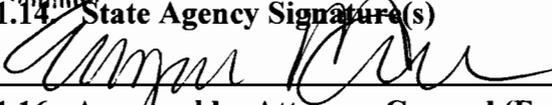


# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS)		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> NH Association of Fire Chiefs (Vendor Code: 166536 B002)		<b>1.4. Grantee Address</b> PO Box 617, Concord, NH 03302-0617	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2014	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$28,450.00
<b>1.9. Grant Officer for State Agency</b> Leslie Cartier		<b>1.10. State Agency Telephone Number</b> 603-223-4289	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> JAMES B LION NHAR PRES.	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>BELKNAP</u> , on <u>11/13/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Leslie A. CARTIER			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>12/4/13</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u> / /</u>			

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



3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 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.
- 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~~ 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   
 Page 2 of 6

Date 11/13/2013



- 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 the NH Association of Fire Chiefs (hereafter referred to as “the Grantee”) \$28,450.00 for collection of Hazardous Materials information in the region and developing response plans for those materials.
2. “The Grantee” agrees that the project grant period ends September 30, 2014 and the final performance and expenditure report will be sent to “the State” by October 31, 2014. The final report must include disposition of equipment valued at \$5,000.00 or over. All reports must be submitted to close the grant or the funds advanced to “the Grantee” will be recalled by “the State.”
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee” shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 20% cost share required by this grant.





## EXHIBIT B

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$7,112.50	\$28,450.00	\$35,562.50

*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 \$28,450.00.
- b. A request for an advance of funds must be submitted in writing to the State Hazardous Materials Coordinator. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within the specified grant period.





## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. “The Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If required, they will forward for review and clearance a copy of the completed audit(s) to “the State.”
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 \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

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PASSED  
9/23/13  
JWC

# ACEPS Approval Request

## HMEP GRANT AWARDS 2013 – 2014

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

The ACEPS Grant Committee reviewed the community applications submissions for the 2013-2014 Hazardous Materials Emergency Planning Grant (HMEP). The committee recommended the following awards:

HMEP Community grant awards for 2013 – 2014:

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

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

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





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: HIM-HIMP-0386-13-01-00	3. AMENDMENT NO. 0
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2013 TO 09/30/2014	
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2013 TO 09/30/2014	
1A. IRS/VENDOR NO. 026000618	6. ACTION New		
1B. DUNS NO. 060340564	FUNDING		TOTAL
7. CFDA#: 20.703	9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		136,793.00
8. PROJECT TITLE NH Department of Safety HMEP Program	10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		34,199.00
	11. TOTAL AMOUNT OF THIS AGREEMENT		170,992.00
12. GRANTEE PROGRAM MANAGER Ms. Les Cartier	12A. GRANTEE PROGRAM MANAGER EMAIL Leslie.Cartier@dos.nh.gov		
	12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 603-223-4289		
12C. GRANTEE PROGRAM MANAGER ADDRESS 33 Hazen Drive Concord, NH 03305-0011			
13. GRANT PROGRAM OFFICER Emmanuel Ekwo-GMO	13A. GRANT PROGRAM OFFICER EMAIL Emmanuel.Ekwo@dot.gov		
	13B. GRANT PROGRAM OFFICER PHONE NUMBER 2023661634		
14. INCORPORATED ATTACHMENTS			
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law, 49 U.S.C., 5101 et seq			
16. REMARKS Award Amounts: Federal Share: Planning \$64,235 + Training \$72,558 = Fed Total \$136,793 Non-Federal Share: Planning \$16,059 + Training \$18,140 = Non-Fed Total \$34,199 Total Budget: \$170,992			
GRANTEE ACCEPTANCE		AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL <i>John Bartholmes, Commissioner</i>		19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-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 41000		22. ORGANIZATION CODE: 50D0308EP0	
23. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER HIM-HIMP-0386-13-01-00	FUND 5282XXDA0	BY 2013	BPAC EPGRTO1020 AMOUNT 136,793.00





## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

8 Exeter Road  
North Hampton, NH 03862

November 13, 2013

To whom it may Concern;

This letter is to confirm that Chief Jason Lyon of the New London, New Hampshire Fire Department was nominated and duly elected at the 2013 Annual Meeting to serve as President for the New Hampshire Association of Fire Chiefs.

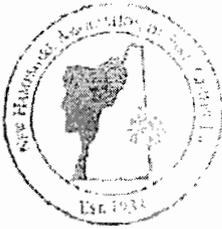
President Chief Lyon rightfully possesses all of the rights and powers of this position and may exercise such rights until legally replaced.

If you have further inquiries or need additional information, please don't hesitate to contact me.

Respectfully,

Chief Thomas S. Lambert, retired  
Secretary, New Hampshire Association of Fire Chiefs





## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS, INC.

REPLY ADDRESS:

8 Exeter Road  
North Hampton, NH 03862

### *Minutes of the annual meeting of the New Hampshire Association of Fire Chiefs*

May 15, 2013. New Hampshire Fire Academy, Concord, NH.

Prior to the meeting being called to order Incoming President Jason Lyon presented outgoing President Christopher LeClaire, Portsmouth Fire Chief with the past-president's plaque and offered words of thanks to President LeClaire for a very positive year.

The meeting was called to order by President LeClaire at 1835 hours.

Following a salute to the flag and a moment of silence, a quorum was declared.

Host Chief Jeff Phillips welcomed everyone to the New Hampshire Fire Academy and they were once again honored to host the annual meeting.

The minutes of the March meeting were accepted as sent electronically. There was no meeting in April. Motion to same carried unanimously.

Treasurer Richard Mason gave the financial report for January. A MOTION to accept his report carried unanimously.

Communications: none.

New Members: none.

President's remarks: As his last meeting Chief LeClaire thanks all those officers and committee members who helped make the year special for him. This is also his last meeting as an active member as he will be assuming the position of Chief of Department in Newburyport, MA on June 1<sup>st</sup>. President LeClaire urged membership to step up and be an active member of this Association to show strength and unity as a fire service. The Chief thanked a few special members who were there for him during his career, then congratulated Chief Steven Achilles who has been promoted to Portsmouth Fire Chief.

Chief (ret) Doug Aiken was voted for another term on the NH 911 Commission..

Chief Klauber reported that the scholarship recipients Trevor Giroux (Meredith) and Nick Perrault (Hudson) will be awarded at a future meeting and both are attending the Lakes Region Community College in the Fire Technologies Program.

The State Fire Marshal reported about the Keene arson "cold case" and the arrest made. The third grade poster contest and several house and senate bills that are pending. No written report received.

FST-EMS- Jeff Phillips reported that Chip Cooper will be the acting bureau chief for EMS after the retirement of Clay Odell. The Firefighter I program will be voted on at the June Commission meeting for its update to comply with the 2013 standard. The Governor signed the 2013 EMS weel proclamation.



Chief Fraitzl reported on the National Volunteer Fire Council and that they met at the Congressional Fire Service Institute activities last week.

Division of Forest Protection Director Brad Simpkins (which was emailed to membership):

Year-to-Date Wildfire Activity:

- # of Wildfires: 80
- # of Acres Burned: 134.5
- # of Structures Impacted/Threatened: 9
- # of Injuries Reported: 1

New England Division-International Association of Fire Chiefs – Chief Chris Christopoulos reported that the Fire-Rescue Internationals Conference will be in Chicago in August.

New England Association of Fire Chiefs – Chief Shawn Murray reported that Wolfeboro Fire Chief Phil Morrill will be installed as the Association president at the conference in June. He then asked for a \$500 donation to the conference for networking (Klauber/Sullivan – motion passed)

New Business:

The Nominating Committee presented the proposed slate of officers (entire report attached):

- President – New London Chief Jason Lyon ←
- 1<sup>st</sup> Vice President – Belmont Chief David Parenti
- 2<sup>nd</sup> Vice President – Goffstown Chief Richard O'Brien
- Sgt at Arms – Gilford Chief Steven Carrier
- Secretary – North Hampton Chief (ret) Thomas Lambert
- Treasurer – NH Fire Academy Director (ret) Richard Mason
- Fulltime Chief Director – Laconia Chief Ken Erickson (expiring 2/2014)
- Fulltime Chief Director – Portsmouth Chief Steven Achilles (expiring 2/2015)
- Combination Chief Director – Litchfield Chief Frank Fraitzl (expiring 2/2015)
- Combination Chief Director – Meredith Chief Ken Jones (expiring 2/2015)
- Voting Member Director – Salem Assistant Chief Paul Parisi (expiring 2/2014)

The slate was unanimously accepted by a single ballot cast by the Secretary (Sullivan/Landry – unanimous) ←

Chief Rich O'Brien announced that the NHAFC contingent to the Congressional Fire Service Institute activities were able to have time with each of the New Hampshire Congressional Delegation.

Next meeting will be on Thursday, June 13<sup>th</sup> for a dinner cruise in Wolfeboro!

Following the raffle, the meeting was adjourned at 1946 hours.

Respectfully submitted,  
Director Richard A. Mason (Treasurer) for Chief Thomas S. Lambert, ret.  
Secretary





## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS, INC.

REPLY ADDRESS:

8 Exeter Road  
North Hampton, N.H. 03862

May 15, 2013

To: Christopher LeClaire, President  
Re: Nomination Committee Report  
From: Shawn Murray,

The Nomination Committee appointed by you consisting of myself, Chief Corey Landry, and Chief Chris Christopoulos submit the following recommendation for the 2013-2014 New Hampshire Association of Fire Chiefs slate of Officers:

- **For President:** Jay Lyon – New London Fire Department ←
- **For 1<sup>st</sup> Vice President:** Chief Dave Parenti – Belmont Fire Department
- **For 2<sup>nd</sup> Vice President:** Chief Rich O'Brien – Goffstown Fire Department
- **For Sgt At Arms:** Chief Steve Carrier – Fire Department
- **For Secretary:** Chief Tom Lambert (Retired) – North Hampton Fire Department
- **For Treasurer:** Director Richard Mason (Retired) – NH Fire Academy
  
- **For Fulltime Chief Director:** Chief Ken Erickson – Laconia FD - Term to expire April 2014
- **For Fulltime Chief Director:** Chief Steve Achilles – Portsmouth FD - Term to expire April 2015
  
- **For Chief Combo, Vol, Call Director:** Chief Frank Fraitzl – Litchfield FD - Term to expire April 2015
- **For Chief Combo, Vol, Call Director:** Chief Ken Jones – Meredith FD - Term to expire April 2015
- 
- **For Voting Member Director:** Assistant Chief Paul Parisi – Salem FD - Term to expire April 2014

The nominating committee also wishes to express its sincere appreciation to the following outgoing Directors for their service to the NH Association of Fire Chiefs during this past year:

- **Fulltime Chief Director:** Chief James Burkush – Manchester Fire Department
- **Fulltime Chief Director:** Chief George Klauber – Derry Fire Department
  
- **Chief Combo, Vol, Call Director:** Chief John Beland (Retired) – Lakes Region Mutual Aid
- **Chief Combo, Vol, Call Director:** Chief Butch Morrill – Wolfeboro
  
- **Voting Member Director:** Director Perry Plummer – NH Fire Academy/Homeland Security

*Note: Chief Butch Morrill is slated to become the next New England Association of Fire Chiefs President in next month during the 91<sup>st</sup> Annual Conference in Springfield Mass.*





**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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### **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

## 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.

**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder New Hampshire Association of Fire Chiefs  
 Address of policyholder C/O Richard Mason 3 Suzanne Dr. Portsmouth, NH 03801  
 Location of operations Various locations: location of record same as above  
 Description of operations Social/Civic Association

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
94-BC-Q780-9F	Comprehensive Business Liability	03/16/2012	03/16/2014	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>		Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
				Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

State of New Hampshire  
 Dept. of Safety  
 33 Hazen Dr.  
 Concord, NH 03301

Name and Address of Certificate Holder

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*[Signature]*  
 Signature of Authorized Representative  
 Office Manager 01/30/2013  
 Title Date

Agent's Code Stamp

AFO Code





## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

8 Exeter Road  
North Hampton, NH 03862

November 13, 2013

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

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

Please call if you have any further questions.

Yours truly,

A handwritten signature in cursive script that reads "Thomas S. Lambert".

Chief Thomas S. Lambert, ret.  
Secretary, New Hampshire Association of Fire Chiefs



# 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.

