



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

September 12, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Safety (DOS), Division of Fire Safety, Office of the State Fire Marshal (FMO) to enter into Memorandums of Understanding (MOU) with recognized regional hazardous materials response teams in an amount not to exceed a cumulative limit of \$80,000.00 per fiscal year for all FMO's Hazmat MOUs; to provide an emergency hazardous materials response to any New Hampshire municipality, village district, or unincorporated area without an established hazardous materials team. *Effective upon Governor and Council through June 30, 2023. 100% Revolving Funds

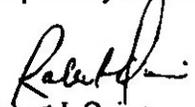
Funding is available in SFY 2023 operating budget as follows:

02-23-23-238010-66310000	Dept. of Safety – Div. of Fire State – Fire Safety Administration	<u>SFY 2023</u>
020-500252	Current Expenses – Miscellaneous	\$80,000.00

EXPLANATION

The MOUs between the FMO and the Souhegan Mutual Aid Response Team, Keene Fire Department, Manchester Fire Department Hazardous Materials Team, Southeastern New Hampshire Hazardous Materials Mutual Aid District, Seacoast Technical Assistance Response Team, Midwestern New Hampshire Hazardous Materials Team, and Central New Hampshire Hazardous Materials Team ensure that a trained hazardous materials team is available to respond during an emergency hazardous materials incident in all areas of the State not covered by a regional hazardous material team. The responding team will be reimbursed for expenses incurred during the incident from these funds. If an incident occurs in any municipality that is not covered by a hazardous materials response team, the FMO is allowed to take over command of that incident. During this time, the FMO will request one of the established hazardous materials response teams to assist with the incident by initiating contact with that team based upon the location of the incident, type of incident, and available resources, taking into account different team's capabilities, as well as response time.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
SOUHEGAN MUTUAL AID RESPONSE TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Souhegan Mutual Aid Response Team;

and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30; RSA 153:4-a, III and RSA 154:7, II (k).

Purpose

The purpose of this agreement is to be able to provide emergency hazardous materials responses to any community that is not part of the coverage area of a regional hazardous materials team. If a hazardous materials incident occurs in one of these communities, the FMO is required to take control of a hazardous materials incident: 1) upon request of any chief of an organized fire department; or 2) under circumstances wherein the FMO determines that the welfare of the public is not being appropriately served.

When the FMO takes control of a hazardous materials incident, the FMO may initiate a request to one of the established hazardous materials response teams to assist with the incident. This agreement would ensure that all areas of the state have hazardous materials response coverage.

The FMO will initiate contact with the requested hazardous materials coverage team based upon available resources taking into account capabilities as well as response times.

Incident Responsibility

Responsibility for the initial response, scene assessment, appropriate notifications, direction and control of an incident rests with the local authority having jurisdiction.

Once the FMO takes control of a hazardous materials incident, responsibility for additional resources, scene assessment, notification, direction and control of the incident rests with the FMO.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

The hazardous materials team responding to the impacted community shall operate under the established Incident Command System.

This Memorandum of Agreement neither expands nor abridges any rights and responsibilities of any parties, including responsible parties, not signature to this agreement pursuant to RSA 154:8-a, except that in cases when the FMO takes control of a hazardous materials incident, the right to seek reimbursement from a responsible party rests with the FMO, under RSA 154:7, II (k).

Incident Reimbursement

Reimbursement for the response of a hazardous material team in an uncovered community will first be made to the responding hazardous materials team by the New Hampshire Department of Safety in accordance with rates established by the Department of Safety under RSA 154:8-a (g). It is the intent of this agreement to make whole the team(s) who respond at the request of the FMO to incidents in areas of the state without hazardous material team coverage.

Reimbursement to the hazardous material team(s) shall not exceed \$80,000.00 per annum.¹

The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit Saf-C 5200, such exhibit being hereby incorporated by reference.

Other Conditions

All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.

¹ This amount represents the total amount budgeted per annum for all mutual aid teams who sign mutual aid response agreements with the State Fire Marshal's office.

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

This Agreement shall be construed in accordance with the laws of the State of
New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

Souhegan Mutual Aid Response Team

Steve M. Buxton
Signature

Steve M. Buxton
Print Name

5/11/22
Date

Commissioner, New Hampshire Department of Safety

Robert Quinn
Signature

Robert Quinn
Print Name

9-12-22
Date

PURPOSE: The purpose of this SOP is to identify the various administrative positions within the SMART, and to expound on their individual duties.

**SMART
COORDINATOR:**

The City of Nashua is designated as the "Lead City". Their Fire Chief will also serve a dual role as the SMART Coordinator, and in addition to other duties be responsible for the following:

1. Assume over all coordination of the SMART Organization, DES and the Chief or I.C. at all incidents, outside the city limits.
2. Serve as liaison between the SMART Organization, DES and the Chief or I.C.
3. Act as chairman of the SMART coordinating Committee meetings. Shall coordinate through Souhegan training committee sessions.
4. Be responsible for receiving and submitting to state and/or federal agencies all applications for training, equipment, and supplies for the SMART.
5. In the absence of the SMART coordinator for a temporary period, the following hierarchy will be recognized for meetings, it will be the responsibility of SMFAA sub committee on HazMat.
6. The names and phone numbers of the Chief, their assistants and technicians will be listed in the appendix, and shall be updated annually, and as required.

**"LEAD
CITY"**

1. The Nashua Fire Chief will appoint a SMART Coordinator
2. Obtain an inventory of all HAZMAT equipment (both Town, City, & State owned) carried on the HAZMAT response vehicles of the participating communities. This information will be included in the appendix of this manual.
3. Act as liaison between the involved communities and FMO with regard to HAZMAT response.

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
KEENE FIRE DEPARTMENT
HAZARDOUS MATERIALS TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Keene Fire Department Hazardous Materials Team;

and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30; RSA 153:4-a, III and RSA 154:7, II (k).

Purpose

The purpose of this agreement is to be able to provide emergency hazardous materials responses to any community that is not part of the coverage area of a regional hazardous materials team. If a hazardous materials incident occurs in one of these communities, the FMO is required to take control of a hazardous materials incident: 1) upon request of any chief of an organized fire department; or 2) under circumstances wherein the FMO determines that the welfare of the public is not being appropriately served.

When the FMO takes control of a hazardous materials incident, the FMO may initiate a request to one of the established hazardous materials response teams to assist with the incident. This agreement would ensure that all areas of the state have hazardous materials response coverage.

The FMO will initiate contact with the requested hazardous materials coverage team based upon available resources taking into account capabilities as well as response times.

Incident Responsibility

Responsibility for the initial response, scene assessment, appropriate notifications, direction and control of an incident rests with the local authority having jurisdiction.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Once the FMO takes control of a hazardous materials incident, responsibility for additional resources, scene assessment, notification, direction and control of the incident rests with the FMO.

The hazardous materials team responding to the impacted community shall operate under the established Incident Command System.

This Memorandum of Agreement neither expands nor abridges any rights and responsibilities of any parties, including responsible parties, not signature to this agreement pursuant to RSA 154:8-a, except that in cases when the FMO takes control of a hazardous materials incident, the right to seek reimbursement from a responsible party rests with the FMO, under RSA 154:7, II (k).

Incident Reimbursement

Reimbursement for the response of a hazardous material team in an uncovered community will first be made to the responding hazardous materials team by the New Hampshire Department of Safety in accordance with rates established by the Department of Safety under RSA 154:8-a (g). It is the intent of this agreement to make whole the team(s) who respond at the request of the FMO to incidents in areas of the state without hazardous material team coverage.

Reimbursement to the hazardous material team(s) shall not exceed \$80,000.00 per annum.¹

The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit Saf-C 5200, such exhibit being hereby incorporated by reference.

Other Conditions

All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

¹ This amount represents the total amount budgeted per annum for all mutual aid teams who sign mutual aid response agreements with the State Fire Marshal's office.

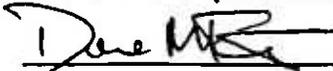
**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

Keene Fire Department Hazardous Materials Team


Signature

DONALD M. TARDIEU
Print Name

9/7/22
Date

Commissioner, New Hampshire Department of Safety


Signature

Robert Quinn
Print Name

9-12-22
Date

CERTIFICATE OF AUTHORITY

I, Elizabeth A. Dragon, City Manager, herby certify that:
(Name of the municipality Official)

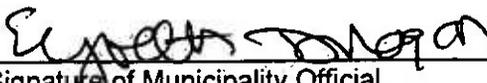
1. I am a duly appointed Municipality Official of the City of Keene
(Municipality Name)

2. I hereby certify that Donald Farquhar, Fire Chief
(Authorized Signatory)

is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modification thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of the Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/6/08



Signature of Municipality Official
Name: Elizabeth A. Dragon
Title: City Manager

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
MANCHESTER FIRE DEPARTMENT
HAZARDOUS MATERIALS TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Manchester Fire Department Hazardous Materials Team;

and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30; RSA 153:4-a, III and RSA 154:7, II (k).

Purpose

The purpose of this agreement is to be able to provide emergency hazardous materials responses to any community that is not part of the coverage area of a regional hazardous materials team. If a hazardous materials incident occurs in one of these communities, the FMO is required to take control of a hazardous materials incident: 1) upon request of any chief of an organized fire department; or 2) under circumstances wherein the FMO determines that the welfare of the public is not being appropriately served.

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The FMO will initiate contact with the requested hazardous materials coverage team based upon available resources taking into account capabilities as well as response times.

Incident Responsibility

Responsibility for the initial response, scene assessment, appropriate notifications, direction and control of an incident rests with the local authority having jurisdiction.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

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This Memorandum of Agreement neither expands nor abridges any rights and responsibilities of any parties, including responsible parties, not signature to this agreement pursuant to RSA 154:8-a, except that in cases when the FMO takes control of a hazardous materials Incident, the right to seek reimbursement from a responsible party rests with the FMO, under RSA 154:7, II (k).

Incident Reimbursement

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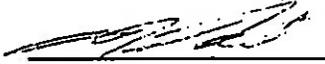
**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

Manchester Fire Department Hazardous Materials Team



Signature

Andre Parent, Chief

Print Name

8-9-22

Date

Commissioner, New Hampshire Department of Safety



Signature

Robert Quinn

Print Name

9/12/22

Date

Matthew Normand
City Clerk



JoAnn Ferruolo
Assistant City Clerk

Lisa McCarthy
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

Certificate of Authority

I, Matthew Normand, the City Clerk of the City of Manchester, NH do hereby certify that:

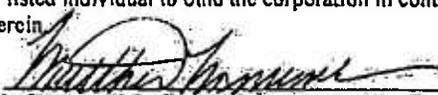
1. I am the duly elected Clerk of the City of Manchester, NH.

2. The following is a true copy of a vote taken at a meeting of the Board of Mayor and Aldermen and held on August 2, 2022 at which a quorum of the Board of Mayor and Aldermen were present and voting.

VOTED: That Andre Parent, Fire Chief of the City of Manchester, NH is duly authorized on behalf of the City of Manchester to enter into contracts or agreements with the State of New Hampshire Department of Safety Fire Marshal's Office and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/8/22


Signature of Elected Officer

Name: Matthew Normand

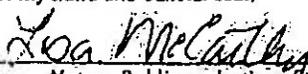
Title: City Clerk

Notarization

State of New Hampshire
County of Hillsborough.

On August 8, 2022, before me, Lisa McCarthy, Notary Public, the undersigned officer, personally appeared Matthew Normand, who acknowledged himself to be the City Clerk of the City of Manchester and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public or Justice of the Peace

(seal)

Commission Expires: 6/24/2025

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
SOUTHEASTERN NEW HAMPSHIRE HAZARDOUS
MATERIALS MUTUAL AID DISTRICT
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Southeastern New Hampshire Hazardous Materials Mutual Aid District;

and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30; RSA 153:4-a, III and RSA 154:7, II (k).

Purpose

The purpose of this agreement is to be able to provide emergency hazardous materials responses to any community that is not part of the coverage area of a regional hazardous materials team. If a hazardous materials incident occurs in one of these communities, the FMO is required to take control of a hazardous materials incident: 1) upon request of any chief of an organized fire department; or 2) under circumstances wherein the FMO determines that the welfare of the public is not being appropriately served.

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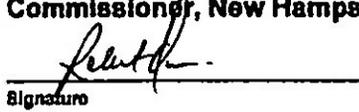
¹ This amount represents the total amount budgeted per annum for all mutual aid teams who sign mutual aid response agreements with the State Fire Marshal's office.

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

This Agreement shall be construed in accordance with the laws of the State of
New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

Southeastern NH Hazardous Materials Mutual Aid District
 _____ **THOMAS MCAURTHUR** _____ **2/14/2022**
Signature Print Name Date

Commissioner, New Hampshire Department of Safety
 _____ **Robert Quinn** _____ **9/12/22**
Signature Print Name Date

**BYLAWS OF THE
SOUTHEASTERN NEW HAMPSHIRE
HAZARDOUS MATERIALS MUTUAL AID DISTRICT**



WWW.SENHHAZMAT.ORG

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conduct any emergency business by a majority vote of those present (not less than three). This business must be conducted at the regular monthly meeting with the proper documentation of such actions being recorded (i.e. meeting minutes).

I. **Officers of Operations Committee**

The officers of the Operations Committee shall be a Chairman, Vice Chairman, Secretary, Treasurer, Training Committee Liaison and Technician Team Liaison.

- (a) **Chairman**- The Chairman of the Operations Committee shall be the Executive Officer of the Operations Committee. He/she shall, when present, preside over all meetings of the Operations Committee. He/she shall, when present, preside over all meetings of the Operations committee. In addition, he/she shall perform all the duties and have such other authority as the Board of Directors or the Operations Committee may from time to time designate. He/she shall, unless otherwise directed by the Board of Directors or the Operations Committee, co-sign all checks, and sign all contracts, deeds and other instruments made by the organization. The chairman of the Operation Committee shall appoint all members of standing subcommittees.
- (b) **Vice Chairman**- In the absence of or inability of the Chairman of the Operations Committee to act, the Vice Chairman shall act in his/her place and when so acting, shall have the same authority as the Chairman. In addition, he/she shall perform all of the duties that the Chairman of the Operations Committee, the Operations Committee or the Board of Directors may direct.
- (c) **Secretary**- The Secretary shall be elected from among the voting members of the Operating Committee or may be appointed as a non-voting member of the Operations Committee. The Secretary shall keep a record of all the meetings of the Operations Committee and shall have custody of the corporate seal. He/she shall maintain a record of all correspondence received or sent by the Operations Committee and shall sign such correspondence when authorized by the Operations Committee or the Board of Directors. He/she shall make and maintain a record of all official votes of the Operations Committee and shall witness and acknowledge all legal documents issued by the Operations Committee. In addition, he/she shall perform such other duties as the Operations Committee or the Board of Directors may direct.
- (d) **Treasurer**- The Treasurer shall open bank accounts in the name of the corporation; keep and maintain adequate and correct accounts of the property and business transactions of the district which are open to inspection by the Board of Directors and the Operations Committee; ensure the care and custody of the funds and valuables of the District and deposit the same in the name and the credit of the District with such depositories as the Operations Committee may direct; maintain an accurate list and description of the capital assets of the District and the locations of each asset; ensure the proper drafting of all checks, drafts, notes and orders for the payment of the money as required by the business of the organization; render the Board of Directors or Operations Committee an account of all the District's

Southeastern New Hampshire
Hazardous Materials Mutual Aid District
OPERATIONS COMMITTEE ANNUAL MEETING
June 23, 2021 6:30PM
Windham Fire Department

The Annual Meeting of the Operations Committee was held on June 23, 2021.

OPS Present:

- Chief Tom McPherson, Chair, Windham
- Chief Michael Carrier, Vice-Chairman, Hampstead
- James Stone, REPC Director
- Will Warnock, Team Liaison, Hampstead
- Chief Michael Gagnon, Derry
- Chief James Midgley, Pelham
- Chief Darren O'Brien, Londonderry
- Chief Frank Fraitzl, Litchfield
- Assistant Chief Jeff Emanuelson, Salem
- Chief Knutsen, Plaistow
- Captain David Farrar, Sandown
- Charles Myette (Proxy), Chester
- Shawn O'Neil (Proxy), Danville

BOD Present:

- William Coye, Plaistow
- James Midgley, Pelham Alt.
- Bill Herman, Auburn
- Brian Chirichiello, Derry
- Darren O'Brien, Londonderry Alt.
- Frank Fraitzl, Litchfield Alt.
- Bruce Breton, Windham
- Shawn O'Neil, Danville
- James Keller, Salem
- Maurice Worthen, Hampstead Alt.
- David Farrar, Sandown Alt.

CALL TO ORDER

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

APPROVAL OF MINUTES

June 11, 2020 minutes

Motion by Hampstead

Seconded by Litchfield

To accept minutes as presented

Motion passed 6-0-5

TREASURER'S REPORT

Citizens Bank Checking \$102,610.00

Citizen's Debit Account \$3,285.46

MBIA Investment Account \$ 20,124.45

Outstanding Grant Reimbursements \$24,660.66

Motion by Danville

Seconded by Londonderry

To Accept the Treasurer's report as presented.

Motion passed unanimously

REPC Director Report

REPC Director Stone gave a report on the Grant activity. He reviewed the attached spreadsheet of grants received.

2019 SHSP Vehicle The new truck is in service and displayed outside. The total cost of the vehicle including emergency lights and radio installation was \$76,742.63 which was a 100% SHSP Grant.

2020 HMEP This grant was awarded for two projects, 4 members to attend the IAFC Haz Mat Conference in Baltimore, and the update of the District Emergency Response Plan. The conference was held as a virtual conference, 3 members attended. The ERP will be updated over the summer. The balance of the funding can be used for training or be de-obligated to next year.

2020 SHSP Chemical Identifier The District was awarded through a competitive grant \$67,000 to purchase a new Raman Chemical Identifier to replace the Ahura which is beyond serviceable life. The unit has been received and training was provided by the manufacturer and the unit has been placed in service.

2017 SHSP Radiation Identifier The District was awarded a grant of \$16,708.00 for the purchase and training of a Flir Radiation Isotope Identifier. The unit has been delivered and the manufacturer provided training today.

2017 Haz Mat IQ Training Several members attended grant funded training on the Haz Mat IQ System that was presented to approximately 135 Haz Mat Techs from across the State.

Training

Monthly Training classes totaling 25.5 Hrs.
Special Training, Haz Mat IQ, Fliir Radiation Identifinder
Total 5510.5 man-hours of training

Provided training to Auburn Fire departments.

Equipment

Locations
Windham – Haz Mat 1, Technician Trailer, Rehab, Haz Mat 2, Command Support Unit
Chester - Air/Light Trailer
Hooksett - Operations Trailer
Derry – Spill Trailer 3
Sandown – Spill Trailer 1
Plaistow – SH 1 Spill response
Salem - Foam Trailer

Team Responses

2020 – 9 Haz Mat, 7 Rehab
2021 – 7 Haz Mat, 6 Rehab

OLD BUSINESS

Director Stone presented the 2022 - 2025 Capital Improvement Plan for the replacement of District assets with a value over \$5000.

All equipment and vehicles on the plan have been replaced, the next capitol purchase will be SCBA cylinders that we apply for grant funding.

Recommendation of Proposed Budget (See attached proposed budget)

Director Stone presented the FY22 proposed budget and explained each of the line items with changes. The increase is \$1,531.44 over the FY21 budget. Discussion was held on the updated population numbers for the District.

Motion by Hampstead
Seconded by Salem

To recommend the proposed budget of \$139,361.19 and using the US Census Bureau population estimate numbers for each community, to the Board of Directors for approval.

Motion passed unanimously

Discussion was held on using the FY20 unexpended funds to cover the increase so that the costs to the communities was level.

Motion by Litchfield
Seconded by Londonderry
To utilize \$2,386.20 from the unexpended funds of FY21 to offset the increase in the FY22 Budget.

Motion passed unanimously

Atkinson becoming a District member.

Discussion was held on the possibility of Atkinson returning to the District. Discussion regarding the Bylaw requirement of any community wanting to join the District having to pay 3 years back dues along with the current year. The Operation Committee Executive Board recommended that the bylaw be waved, and Atkinson be required to pay 1 year back dues spilt over 2 years along with the current year's dues. This will require a vote of the Board of Directors.

District Funding Policy

Discussion was held on the current District funding policy and the possibility of changing to each community paying the same amount. This is a Board of Director's issue and will be discussed further during their meeting.

Elections of Officers

Motion by Derry
Seconded by Salem
To re-elect the following Officers:
Chief Tom McPherson, Windham as Chairman
Chief Michael Carrier, Hampstead as Vice-Chairman
Assistant Chief Steve Colburn, Hooksett as Treasurer

Motion passed unanimously

Motion by Hampstead
Seconded by Windham
To elect Chief Chris Knutsen as the Executive Board Member at Large

Motion passed unanimously

Appointment of Team Liaison

Motion by Salem
Seconded by Litchfield
To appoint Deputy Chief Warnock, Hampstead as the Team Liaison

Motion passed unanimously

ADJOURNMENT

Motion by Londonderry

Seconded by Derry

To adjourn Operations Committee meeting at 19:40 Hrs. PM

Motion Passed Unanimously

Minutes typed by:

James Stone

Approved Date:

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
SEACOAST TECHNICAL ASSISTANCE RESPONSE TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

Parties Involved in the Agreement

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

This operating agreement is entered into by and between the:

Seacoast Technical Assistance Response Team;

and the New Hampshire Department of Safety, Division of Fire Safety, Office of the State Fire Marshal ("FMO").

Authority

This Agreement is authorized under RSA 154:30; RSA 153:4-a, III and RSA 154:7, II (k).

Purpose

The purpose of this agreement is to be able to provide emergency hazardous materials responses to any community that is not part of the coverage area of a regional hazardous materials team. If a hazardous materials incident occurs in one of these communities, the FMO is required to take control of a hazardous materials incident: 1) upon request of any chief of an organized fire department; or 2) under circumstances wherein the FMO determines that the welfare of the public is not being appropriately served.

When the FMO takes control of a hazardous materials incident, the FMO may initiate a request to one of the established hazardous materials response teams to assist with the incident. This agreement would ensure that all areas of the state have hazardous materials response coverage.

The FMO will initiate contact with the requested hazardous materials coverage team based upon available resources taking into account capabilities as well as response times.

Incident Responsibility

Responsibility for the initial response, scene assessment, appropriate notifications, direction and control of an incident rests with the local authority having jurisdiction.

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Once the FMO takes control of a hazardous materials incident, responsibility for additional resources, scene assessment, notification, direction and control of the incident rests with the FMO.

The hazardous materials team responding to the impacted community shall operate under the established Incident Command System.

This Memorandum of Agreement neither expands nor abridges any rights and responsibilities of any parties, including responsible parties, not signature to this agreement pursuant to RSA 154:8-a, except that in cases when the FMO takes control of a hazardous materials incident, the right to seek reimbursement from a responsible party rests with the FMO, under RSA 154:7, II (k).

Incident Reimbursement

Reimbursement for the response of a hazardous material team in an uncovered community will first be made to the responding hazardous materials team by the New Hampshire Department of Safety in accordance with rates established by the Department of Safety under RSA 154:8-a (g). It is the intent of this agreement to make whole the team(s) who respond at the request of the FMO to incidents in areas of the state without hazardous material team coverage.

Reimbursement to the hazardous material team(s) shall not exceed \$80,000.00 per annum.¹

The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit Saf-C 5200, such exhibit being hereby incorporated by reference.

Other Conditions

¹ This amount represents the total amount budgeted per annum for all mutual aid teams who sign mutual aid response agreements with the State Fire Marshal's office.

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 60 days prior to termination.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

Seacoast Technical Assistance Response Team


Signature

Peter R Gordon
Print Name

2/15/22
Date

Commissioner, New Hampshire Department of Safety


Signature

Robert Quinn
Print Name

9-12-22
Date



SEACOAST TECHNICAL ASSISTANCE RESPONSE TEAM

a subsidiary of

SEACOAST CHIEF FIRE OFFICERS

MUTUAL AID DISTRICT

170 COURT STREET

PORTSMOUTH, NEW HAMPSHIRE 03801

TEL 603-427-1515

June 9, 2022

To Whom It May Concern:

Back on February 15, 2022, the START Board of Directors gave their approval for Team Leader/Coordinator Peter Gordon to sign the White Zone MOU on their behalf.

Please let me know if you need any additional paperwork.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracy E. Freeman', with a long horizontal flourish extending to the right.

Tracy E. Freeman

Business Coordinator for START

**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

**MEMORANDUM OF AGREEMENT
FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
MIDWESTERN NEW HAMPSHIRE HAZARDOUS MATERIALS
TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Midwestern New Hampshire Hazardous Materials Team;

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**MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO
HAZARDOUS MATERIALS RELATED INCIDENTS**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

MEMORANDUM OF AGREEMENT APPROVAL

Midwestern New Hampshire Hazardous Materials Team

[Signature]
Signature

Jeffrey S. Libbey
Print Name

9/10/22
Date

Commissioner, New Hampshire Department of Safety

[Signature]
Signature

Robert Quinn
Print Name

9-12-22
Date

Midwestern New Hampshire Hazardous Materials District

Meeting Minutes Lebanon

June 30, 2022

The meeting was called to order at 18:37 by Chair Jeff Libbey

In attendance:

Officers: Jeff Libbey, Chair Lebanon; Jay Fontain, Vice Chair, Grantham; Henry Thomas, Newbury Treasurer; Wayne Whitford, Newbury, Secretary

Members Present: Ryan Palmer, Newport; Ryan Gallien, Grantham; Ryan Gill, Sunapee, Cory Bartlett, New London, Tom Cannon, New London, Mark Olson, Enfield, Andrew Burse, Enfield, Josh Waller, Grantham, Bob Mirgolla, CST

Minutes: The minutes of the April 28, 2022, were approved. (Motion by Jay Fontain, second Andrew Burse.)

Treasurer's Report

Treasurer Hank Thomas provided the Treasurer's Report as of April 28, 2022.

Beginning:	\$99,517.56	
Expenses	\$521.96	John Cannon Baltimore Conference
	\$119.02	Cory Bartlett, Conference
	\$497.96	Jeff Libbey, Conference
	\$440.00	Jeff Libbey, Conference
	\$449.96	Ryan Palmer, Conference
	\$570.00	Ryan Palmer, Conference
	\$961.96	Ryan Gillian, Conference
	\$150.92	Town of Enfield, Pizza
	\$12,000.00	Firematic, Meters
	\$295.79	Air Gas, Pads for Lebanon and Newbury
Ending Balance	\$81,509.99	

Motion was made to accept the minutes by Jay Fontain, seconded by Andrew Burse

Committees:

- **SCBA:** Use the same SCBA as member towns.
 - Plan to invite vendors to a meeting to go over their product
 - Committee should contact other hazmat teams and the CST to see what they are using and if they are planning purchases. Most teams are using Scott
 - **Some towns are using MSA**
 - Lebanon will be seeking new SCBA vendors
 - Packs are currently in good shape
 - Bottles are out of date.
 - Bottles are available through a (\$75,00) grant. Get pricing on eight bottles.
- **Equipment Committee**
 - John Canon, Ryan Gill
 - Develop a list of needs
 - Grounding and bonding equipment, pools, dome covers (get state proposal)

Computers: Ryan Palmer is the team's computer resource.

- All team computers should have the same programs
- People doing computer work for the team should be compensated
- Peak Software is installed on the team computer in Lebanon, but needs to be installed on the team computer in Newbury
- Install CAMEO, Tier II, ERG, use CST Guide
- Members should bring their department's laptops to the July training in Newbury

SOP Committee

- Jay Lyon, Jay Fontain, Ryan Palmer
- Send recommend changes to the SOPs to Jay Fontain

New Business:

- Drill to be held at DHMC in fall.
 - Will involve Midwest Hazmat Team and area fire departments.
 - They are interested in seeing our decon trailer
- Calibration gas was distributed
 - Expired/empty bottles are to be returned to Maine Oxy.
- Four Gas meters have been purchased and handed out; Plainfield has not yet been distributed
- Hazmat Website has a new Member's Section
 - Accessible with log in and password
 - Contains member information on bylaws, SOP's Applications and more forms will be added.

MOU with State of New Hampshire

A Motion was made by Hank Thomas and seconded by John Cannon to authorize Jeff Libbey to sign the Memorandum of Understanding (MOU) between the Midwestern New Hampshire Hazardous Materials Mutual Aid District and the State of New Hampshire to respond to the White Towns in New Hampshire.

The motion was approved by a unanimous vote of the members present.

Wording to be added to by-laws

- Members will be covered by workers compensation provided by their hometown.
 - This addition to the by-laws was read at a meeting with a quorum present
 - To be voted on by the membership at the July meeting.
 - Motion was made by Jay Fontain, seconded by Ryan Gillian
 - Approved by a vote of the members present.

Annual Election

- The Nominating Committee has found that Jeff Libbey, Hank Thomas, and Wayne Whitford have agreed to serve another term for 2022-2023. Jay Fontain is not seeking another term as vice chair. The committee nominates Ryan Gallian as candidate for vice chair.
- Since there were no additional candidates for office, it was recommended that the secretary cast a single vote for the slate of officers.
- Secretary Wayne Whitford Cast a vote for the following:
 - Jeff Libbey Chair
 - Ryan Gillian, Vice Chair
 - Wayne Whitford, Secretary
 - Hank Thomas, Treasurer

Old Business

- Turnout Gear: Additional sizes of gear has been ordered from Lakeland. Jeff will follow up on the order status
- Load copies of summary of hazmat responses to the hazmat website for the second quarter.

Training:

- Baltimore Hazmat Conference
 - Five members of the Midwest team attended
 - Ryan Palmer took drone operation class; cost of license will be paid by the team.
 - There were good classes and networking
 - Send continuing education hours to Wayne for training log
- New Hampshire Hazmat Conference September 27-28 at Margate in Laconia
 - Full day class on lithium batteries
 - Electric cars
 - Peak Software and Hazmat ID
 - New trends in emergency Service

- Invite member department's firefighters and EMTs.
- July training in Newbury will be on hazardous materials software programs

Call Outs

- Lebanon: High School garage for a spill
- Enfield: Dump truck down a hill
- Newbury.: 275-gallon fuel oil tank. Leak through the wall, down to culvert towards the lake
- Grantham: Lithium battery in compactor at transfer station
- Newport: Valve on propane tank off gassed
- Be sure to indicate in NFIRS report mutual aid given on calls using team supplies

Adjourn

Motion was made to adjourn at 20:13 by Andrew Burse, seconded by John Cannon, Approved by the members.

2022 Meeting and Training Schedule

July Training:	Newbury
August Meeting	Grantham
September Training	Laconia Conference
October Meeting	Lyme
November Training	Plainfield

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HAZARDOUS MATERIALS RELATED INCIDENTS**

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FOR
HAZARDOUS MATERIALS INCIDENT RESPONSE
BETWEEN THE
CENTRAL NEW HAMPSHIRE
HAZARDOUS MATERIALS TEAM
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
STATE FIRE MARSHAL'S OFFICE**

MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

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Central New Hampshire Hazardous Materials Team;

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Jonathan M. Goldman, CPE
Chief Coordinator

Lakes Region Mutual Fire Aid

62 Communications Drive • Laconia, New Hampshire 03246
603.528.9111 • Fax 603.528.5989 • www.lrmfa.org



Paul D. Steele, Jr.
Deputy Chief Coordinator

Lakes Region Mutual Fire Aid Association

Delegation of Signature Authority

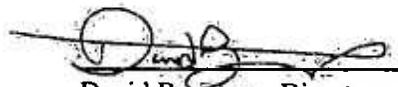
The Delegation of Signature Authority, enacted by the Executive Committee of the Lakes Region Mutual Fire Aid Association, applies to any and all contractual agreements entered in by the Lakes Region Mutual Fire Aid Association. This shall include any and all documents in whatever form and for whatever purpose, including but not limited to the following: Deeds, Leases, Contracts, Certificates, Reports, Releases, Waivers, Proxies, Agreements, Federal and State Applications, Licenses, Registrations, Affidavits, Pleadings, and Responses.

Authorized Signatures:

Jonathan M. Goldman, Chief Coordinator
Michael Sitar, President/Chairman of the Board

This authority is granted on August 3, 2021, and shall remain in effect until revoked or revised.

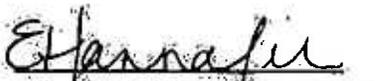

Rene Lebyre, Director


David Bengtson, Director


Kirk Beattie, Director


Paul Dexter Secretary/Treasurer

State of New Hampshire, County of Belknap the foregoing instrument was acknowledged before me on this 1st day of June, 2021.


Erin L. Hannafin, Notary Public

ERIN L HANNAFIN
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires
September 23, 2025