mlc

State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

August 30, 2023

91

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 a Memorandum of Understanding (MOU) with recognized regional hazardous materials response teams in the amount of $80,000.00 per annum not to exceed $160,000 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, 2025. 96% Revolving Funds, 4% General Funds.

Funding is available in SFY 2024 and SFY 2025 operating budget as follows:

	SFY 2024	SFY 2025
02-23-23-23810-66310000 - Dept. of Safety - Div. of Fire Safety – FMO		
020-500252- Current Expenses - Miscellaneous	$80,000.00	$80,000.00

EXPANATION

The MOUs between the FMO and the Souhegan Mutual Aid Response Team, Manchester Fire Department Hazardous Materials Team, New Hampshire Hazardous Materials Mutual Aid District, Seacoast Technical Assistance Response Team, Keene Fire Department Hazardous Materials 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 materials team. The responding team will be reimbursed for expenses incurred during the incident from these funds.

In the event one of the hazardous materials teams responds to an incident, they would be covered through the MOU and the FMO would seek reimbursement from the responsible party. 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, considering different team's capabilities, as well as response times.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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

Signature: Steve M. Buxton Print Name: Steve M. Buxton Date: 6/15/2023

Commissioner, New Hampshire Department of Safety

Signature: [illegible] Print Name: Robert Quinn Date: 8/31/23

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 he 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

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.

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]

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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	Print Name	Date
	Ryan Cashin	6-20-23

Commissioner, New Hampshire Department of Safety

Signature	Print Name	Date
	Robert Quinn	8/31/23

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 May 2, 2023 at which a quorum of the Board of Mayor and Aldermen were present and voting.

VOTED: That Ryan Cashin, 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 NH 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: 5/3/23

Signature of Elected Officer
Name: Matthew Normand
Title: City Clerk

Notarization

State of New Hampshire
County of Hillsborough.

On May 3, 2023, 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.

LISA M. MCCARTHY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 24, 2025

Notary Public or Justice of the Peace

Commission Expires: 6/24/2025

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6455 • FAX: (603) 624-6481
E-mail: CityClerk@manchesternh.gov • Website: www.manchesternh.gov

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

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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

Southeastern NH Hazardous Materials Mutual Aid District

Thomas McPherson/OR — 3/27/23

Signature — Print Name — Date

Commissioner, New Hampshire Department of Safety

Robert Quinn — 8/31/23

Signature — Print Name — Date

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.

APROVAL 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 Identifnder 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, Flir 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 valve 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:

BYLAWS OF THE

SOUTHEASTERN NEW HAMPSHIRE

HAZARDOUS MATERIALS MUTUAL AID DISTRICT

SOUTHEASTERN NEW HAMPSHIRE
HAZARDOUS MATERIAL
MUTUAL AID DISTRICT

WWW.SENHHAZMAT.ORG

Revision Control of S.N.H.H.M.M.A.D. Bylaws

0.0	01/24/04			Convert Bylaws to MS Word
1.0	02/14/04			Updated VI-Sec. C, V- sec. A, V-sec. F, added an Appendix.
2.0	02/15/04			Added table of contents/district map
3.0	02/20/04			Changed article V, sec. F back to original wording, more research needed. Added proposed expanded district map, footnote 6 minutes didn't support any change more research needed.
4.0	02/28/04			Updated I Updated IV section A Updated VI section G Updated VI section H Updated VI section H (c) Updated VI section H (e) Added VI section H (f) Updated VI section I Remove VI section K 4 Updated XIII sections d, e, & f.
5.0	03/16/04			Updated XIV
6.0	05/19/04			Draft proposal changes to V section A & VI Operations Committee.
7.0	05/25/04			Added IV sections B, C & D, updated V section A & VI. Rewrote VIII Section C and removed K section 4.
8.0	06/10/04			The following changes were made AND approved per the 6/9/04 BOD meeting. In addition BOD voted to approval the entire set of revised by-laws as outlined in this revision (8.0). Changed I, IV section C, V section A & B, G 3, VI section H e, VII section C 5, removed action item section VIV, XV deleted section 6, signatures and any reference on the district Maps.

9.0	04/30/05	The changes outlined to the right were approved by the OC at the 5/19/2005 OC meeting.		IV. Membership, section A. VI. Operations Committee - Section B - Section C XIII. Appendix - Added section G
10.0	06/09/05	Change approved at the 5/19/05 OC meeting.		VI. Operations committee, added section IX for allowable fixed fees.
11.0	06/16/05			IV. Membership, Sandown was not listed as a member, which they are, added Sandown to the membership.
12.0	06/30/05	BOD approved the OC recommended changes along with the following additional changes.		IV. Membership, section A, added Deerfield as a member. IX. Added base line in reference to 1.5 fixed rate. XIII. Appendix, added Deerfield to section H Page 20, updated district map to reflect approved members in the district.
13.0	09/19/08			Changed IV. Membership, Section A, B, C, D, E. Added F.
14.0	09/17/09			Changed Section VI to add an Executive Board to the Operations Committee, and granting authority to the Executive Board
15.0	6/6/2019			Sec IV, C Increased base membership rate to $5,550
16.0	7/1/2020	Purchasing Policy		Sec. VIII Fiscal Responsibility Sec C, Remove #2,3,4 and 5 Add Sec F, Purchasing Policy, Appendix B

Table of Contents

BYLAWS

Southeastern New Hampshire Hazardous Materials Mutual Aid District

I. NAME/ADDRESS

The name of this organization shall be the SOUTHEASTERN NEW HAMPSHIRE HAZARDOUS MATERIALS MUTUAL AID DISTRICT.

The address of the organization shall be: P.O. Box 514, Windham, NH 03087.

II. CORPORATE SEAL

The seal of the organization, subject to the alternation thereof by the Board of Directors, shall consist of a flat faced circular dial with the words and figures "S.E.N.H. Hazardous Materials Mutual Aid District, "cut or engraved thereon; provided, however, that a legal type wafer seal or any other seal approved by the Board of Directors, may be used by the District as its official seal.

III. PUROPSE

The purpose of the Southeastern New Hampshire Hazardous Materials Mutual Aid District is to establish, pursuant to New Hampshire RSA 154:30 et seq., a District Fire Mutual Aid System and to coordinate the services of all member departments in their response to hazardous material incidents so as to provide better and more efficient cooperation in the protection of life and property against hazardous materials incidents within its area; to establish an overall plan or plans for such coordination; to acquire and operate property and equipment, including a dispatch center and a communications service within the limits of available funds; to extend the advantages of group purchasing and benefits to departments in this system; to provide and operate training programs for firefighters and emergency technicians; to cooperate with the state and local office of emergency management; and to do any and all other things not prohibited by law.

IV. MEMBERSHIP

A. The membership of the Southeastern New Hampshire Hazardous Materials Mutual Aid District shall include the following towns and fire districts: Auburn, Candia, Chester, Danville, Derry, Hampstead, Hooksett, Litchfield, Londonderry, Pelham, Plaistow, Salem, Sandown, and Windham and any other corporate bodies as may be approved by the Board of Directors.

B. Other towns, cities and precincts or private fire companies may join the District upon a two-thirds vote of the Board of Directors. In order to join the district the requesting community must submit a letter of interest to the Operations Committee. In addition, they must agree to the terms and agreements outlined in the by-laws. An Initiation fee that is equal to three years of that town, city and precinct or private fire company annual yearly dues will be charged to any new community joining the District.

C. Fee structure- Yearly dues will be $5550 plus an annual per capita fee (based on the most current U.S. Census) as determined by the Board of Directors are due on August first.

D. Any town, city and precinct or private fire company that is a current member of the district and is in default in their dues for a period of one-year shall be allowed to pay those dues within the next year's dues payment. This shall occur no more than once in a five (5) year period.

E. If a town, city and precinct or private fire company that is a current member of the District is in default for 2 consecutive years they shall no longer be a member of the District. If that town, city and precinct or private fire company wishes to rejoin the District they shall be charged the same fee as any new community joining the District.

F. Minimum requirements to join the district, requires 50% of the departments personnel up to the De-Con level, awareness training or as approved by the Tech. Team Liaison. No meter is supplied.

V. BOARD OF DIRECTORS

The Board of Directors shall include one representative of each town and fire precinct, or private company, and shall be the governing body of the system.

A. Selection and Term of Board of Directors

A director must be a selectman, councilor, fire commissioner, town or city manager, administrator, administrative assistant to the Board of Selectmen, or officer of a private fire company. The official governing body of the district members' community must appoint a Director and an alternate, who shall have the same voting authority in the absence of the Director. An alternate may be any person that is authorized in writing by the governing body.

Said Director cannot serve on the Operations Committee or other sub-committee as established by the Operations Committee. The director shall serve for one year or at the pleasure of the member organization's governing body, provided however that each director shall serve until the selection and appointment of their successor. Each director's term shall run from June 1 to May 31.

Each Governing body shall notify the District in writing of both the Director and Alternate for that community.

B. Annual Meeting

The annual meeting of the Board of Directors shall be held in June between June 1 and June 30. At the annual meeting, the Board of Directors shall:

1. Elect members and officers;
2. Conduct any other business that comes before it.

C. Budget Meeting

The Board of Directors shall meet and adopt a budget within 30 days of the Operations Committee submitting a budget request to the chairman of the Board of Directors.

D. Special Meetings

Special meeting of the Directors may be called by the Chairman or upon request of the Operations Committee. Such a call shall require notice from the secretary to be sent to the Board of Directors of the time, place and purpose of the meeting. Any such notice shall be mailed to the Directors at least ten days prior to the time of the meeting.

E. **Right to Know Law**

As a public municipal corporation, all the activities of the Southeastern New Hampshire Hazardous Materials Mutual Aid District are subject to RSA 91-A.

F. **Quorum**

At any meeting of the Board of Directors, a majority of the duly elected Board of Directors shall constitute a quorum for the transaction of business, and the majority vote of those present at a meeting with a quorum shall decide all questions, except as otherwise provided by these by-laws.

G. **Officers of the Board of Directors**

The officers of the Board of Directors shall be a Chairman, a Vice Chairman, and a Secretary.

1. **Chairman** – The Chairman of the Organization shall be the District's principal executive officer and shall exercise general supervision and control over all business affairs of the District. The chairman shall preside at all meetings of the Board of Directors of the District. At each meeting the chairman shall submit such recommendations and information as he/she may consider proper concerning the business affairs and policies of the District.

2. **Vice Chairman-** The Vice Chairman of the district shall assume responsibility in the absence of the Chairman.

3. **Secretary-** The Secretary or their designee shall keep the minutes of the Board of Directors. The Secretary shall perform all such duties as are incident to the office, provide notice of the meetings as described in these bylaws and perform such other duties as may be assigned by the Chairman or by the Board of Directors.

H. **Election and Term of Officers of the Board of Directors**

The officers shall be elected annually by a majority of the Board of Directors attending the annual meeting. Officers shall take office at the close of the meeting at which they are elected. Each officer shall hold office for one year or until his or her successor is elected.

I. **Removal**

Any officer elected or appointed by the Board of Directors may be removed by the Board whenever in the board's judgment the best interest of the District will be served thereby. Any officer may be removed from office by a two-thirds vote of the members present at the meeting following the meeting at which the motion for removal is made.

VI. OPERATIONS COMMITTEE

An Operations Committee shall be formed and include one representative from each member department. The Department representative shall be the Chief or their designee. Said Department representative shall not serve on the Technician Response Team. Said representative shall be approved by the Fire Chief in a written document submitted to the Operations Committee prior to the meeting in which the Department representative is attending.

The Chairman, Vice Chairman, Treasurer, Technician Team Liaison and one (1) Member at Large shall be the Executive Board of the Operations Committee.

A. Powers of the Operations Committee

The Operations Committee shall manage the affairs of the District during the interval between meetings of the Board of Directors subject to the Articles of Association, these Bylaws and any business policy established by the Board of Directors. In managing the affairs of the District, the Operations Committee shall have all powers and authority vested in the Districts itself, so far as such delegation of authority is not inconsistent with the laws of the State of the New Hampshire, the Articles of Association, or these Bylaws.

Specifically, the Operation Committee shall have the power without the assent of the directors, but subject to any policy established by the directors, to do the following:

Apply for and receive grants; receive gifts and donations; develop policies and procedures to comply with the federal and state regulations; sell, dispose of or lease the property of the District; purchase or acquire in any manner and upon such terms as they shall approve, and property or rights which the District is authorized to acquire and to pay for the same as authorized by law; authorize the execution in the name of the District of deeds, options, powers of attorney, contracts, receipts, acknowledgements, acceptances, and other documents or instruments; employ and fix the compensations of such agents and employees as it shall deem necessary; cause the seal of the District to be affixed to any document or instrument which may require it; and to do any other act or thing incidental to or connected with the foregoing.

B. Duties and Powers of the Executive Board of the Operations Committee

The Executive Board shall be responsible for the operations of the District between meetings of the Operations Committee, including the following:

1. Administration of the budget approved by the Board of Directors.
2. Apply for, receive and expend grants.
3. Receive gifts and donations.
4. Approve appointments of members to the Technician Team.

5. Develop a proposed budget for recommendation of the Operations Committee.

C. **Annual Meeting**

The annual meeting of the Operations Committee shall be held between May 1st and May 31st. At the annual meeting of the Operations Committee the Committee shall:

(a) Elect the following officers for the ensuing fiscal year (Chairman, Vice-Chairman, Treasurer, Executive Board Member at Large)

(b) Appoint a Technician Team Liaison

(c) Recommend an operating budget for the ensuing fiscal year.

(d) Transact any other business that comes before it

D. **Regular Meeting**

Regular meetings of the Operations Committee shall be held at the call of the Chair or at the request of three members of the Operations Committee. Such a call by the Chair shall state the time, place and purpose of the meeting, and shall be mailed to the members of the Operations Committee at least five days prior to the time of the meeting, provided that if all the members of the Operations Committee are present, or those not present have waived notice thereof in writing or orally, the absence of written notice shall not affect the validity of business transacted at such a meeting.

E. **Meeting of the Executive Board**

The Executive Board shall meet monthly; all business to be conducted shall be listed on the agenda which shall be provided to all members of the Operations Committee at least five days prior to the meeting.

F. **Right to Know Law**

As a public municipal corporation, all the activities of the Southeastern New Hampshire Hazardous Materials Mutual Aid District are subject to RSA 91-A.

G. **Annual Report**

The Operations Committee shall submit an Annual Report to the Board of Directors

H. **Quorum of the Operations Committee**

The quorum shall consist of a majority if the Operations Committee and a majority vote of those present shall decide all questions provided that any provision of law contrary hereto shall govern. In the event that a quorum of the members if the Operations Committee cannot be convened, then the officers of the Operations Committee are empowered to

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

transactions and financial statements of the District's condition whenever they are requested; and shall give such bond for the faithful performance of his/her duties as the Board of Directors may determine.

(e) Training Committee Liaison – The Training Committee Liaison shall be in charge of the Training Committee. The Training Committee shall coordinate and provide member departments with Awareness, Operations, De-Con, and Incident Command training.

(f) Tech Team Liaison – The Tech Team Liaison shall be responsible for the Hazardous Material Technician Response Team and Technician level training.

J. Election and Term of Officers of Operations Committee

The officers of the Operations Committee shall be elected annually by a majority of the Operations Committee attending the annual meeting of the Operations Committee. Officers of the Operations Committee shall take office at the close of the annual meeting of the Operations Committee. Each officer shall hold office for one year until his/her successor is elected.

K. Removal

Any officer elected by the Operations Committee may be removed by the Operations Committee whenever in the Committees' judgment the best interest of the District will be served thereby. An officer may be removed from office only by a two-thirds vote of the members of the Operations Committee present at the meeting following the meeting at which the motion for removal is made.

L. Standing Subcommittees of the Operations Committee

The following will be standing subcommittees of the Operations Committee: (membership of standing subcommittees is not limited to municipal or department employees).

1. Training Subcommittee

   a. The Training Subcommittee shall, at a minimum, include a member from each member of the fire organization appointed by the Organization's Fire Chief.
   b. The Training subcommittee shall submit a written annual report to the Operations Committee at a date determined by the Operations Committee.

2. Logistics and Equipment Subcommittee

   a. There shall be a standing communications subcommittee to be appointed by the Chairman of the Operations Committee.

VII. LIMITS ON AUTHORITY

No officer or officers of the Board of Directors or the Operations Committee shall obligate the District beyond the limits of items in the approved budget without the specific written authority from the Board of Directors.

VIII. FISCAL RESPONSIBILITY

A. Contracts, Checks, Deposits and Gifts

The Board of Directors may authorize any officer or officers, agent or agents of the District in addition to the officers so authorized by these bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such authority may be general or may be confined to a specific instance.

B. Fiscal Funding

Any contract entered by the District shall contain a fiscal funding clause as required by law.

C. Checks, Drafts or Orders

1. All checks, drafts, or orders for payment of money issued in the name of the District shall be signed by the Treasurer or by the Chairman of the Operations Committee.

D. Deposits

All funds of the District shall be deposited from time to time to the credit of the District in such banks, trust companies or other depositories as the Operations Committee may select.

E. Annual Audit

The Operations Committee shall cause an annual audit to be performed of the District's books by a Certified Public Accountant according to Generally Accepted Accounting Practices.

F. Purchasing Policy

SEE APENDIX A

IX. DISTRICT FIXED RATE RECOVERY FEE(S)

The only allowable reimbursement which a District member(s) may recoup from the SENH HazMat District is training. At a fixed rate of time and a half based on the rate of the requesting participants' municipality rate.

X. DISSOLUTION

In the event of dissolution of this District or in the event it shall cease to carry out the object and purposes herein set forth, all business property and assets of the corporation shall go and be distributed to the member towns and precincts or departments in equal shares.

XI. FISCAL YEAR

The fiscal year of the District shall run from July 1 through June 30 of each year.

XII. INDEMNIFICATION

Each member, director, officer or committee member of the organization now or hereafter serving as such, shall be indemnified by the organization against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served as such director, officer, committee member or by reason of any action alleged to have been taken, or omitted or neglected by him or her in such capacity. Expenses reasonably incurred by him or her in connection with any such claim or liability shall be reasonably paid except with respect to any matter in which he or shall have been adjudicated not to have acted in good faith in the reasonable belief his or her actions were in the best interest of the organization. The amount paid to any officer, director, committee member by way of indemnification shall not exceed his or her actual, reasonable and necessary expenses incurred in connection with the matter involved. The right of indemnification herein above provided for shall not be to the exclusion of any rights to which any director, officer or committee member of the organization may otherwise be entitled by law.

XIII. AMENDMENTS

These bylaws may be amend, added to, altered or repealed, in whole or in part by the Directors at any meeting annual or special, by two-thirds vote of the Directors present and voting at the meeting following the meeting at which the Motion to Amend is made.

Appendix A

XIV. Summation of acceptance into the SENHHMMAD

a. Litchfield, 4/06/1993 OC voted unanimously to recommend to BOD to accept Litchfield into the district. 5/06/1993, BOD voted unanimously to accept Litchfield into the district.

b. Plaistow, 5/19/1994 OC voted unanimously to recommend to BOD to accept Plaistow into the district. 5/19/1994, BOD voted unanimously on an amended motion (accept Plaistow in the District pending the Board's receipt of written documentation of Town Meeting action, and their choice of representative to our BOD) to accept Plaistow into the district. OC did NOT recommend Danville or Auburn since they did not meet their minimum requirements.

c. Auburn, 11/17/1994, BOD did not have a quorum to vote/accept Auburn into the district. Mr. Berry to confirm with legal they could do this via phone vote or ballot vote. 2/08/1995 BOD approved Auburn into the District.

d. Danville, Per colored map located/supplied by Secretary Sharon Carrier it outlines the various towns and when they came into the district. Per this document Danville came into the district in Feb '96.

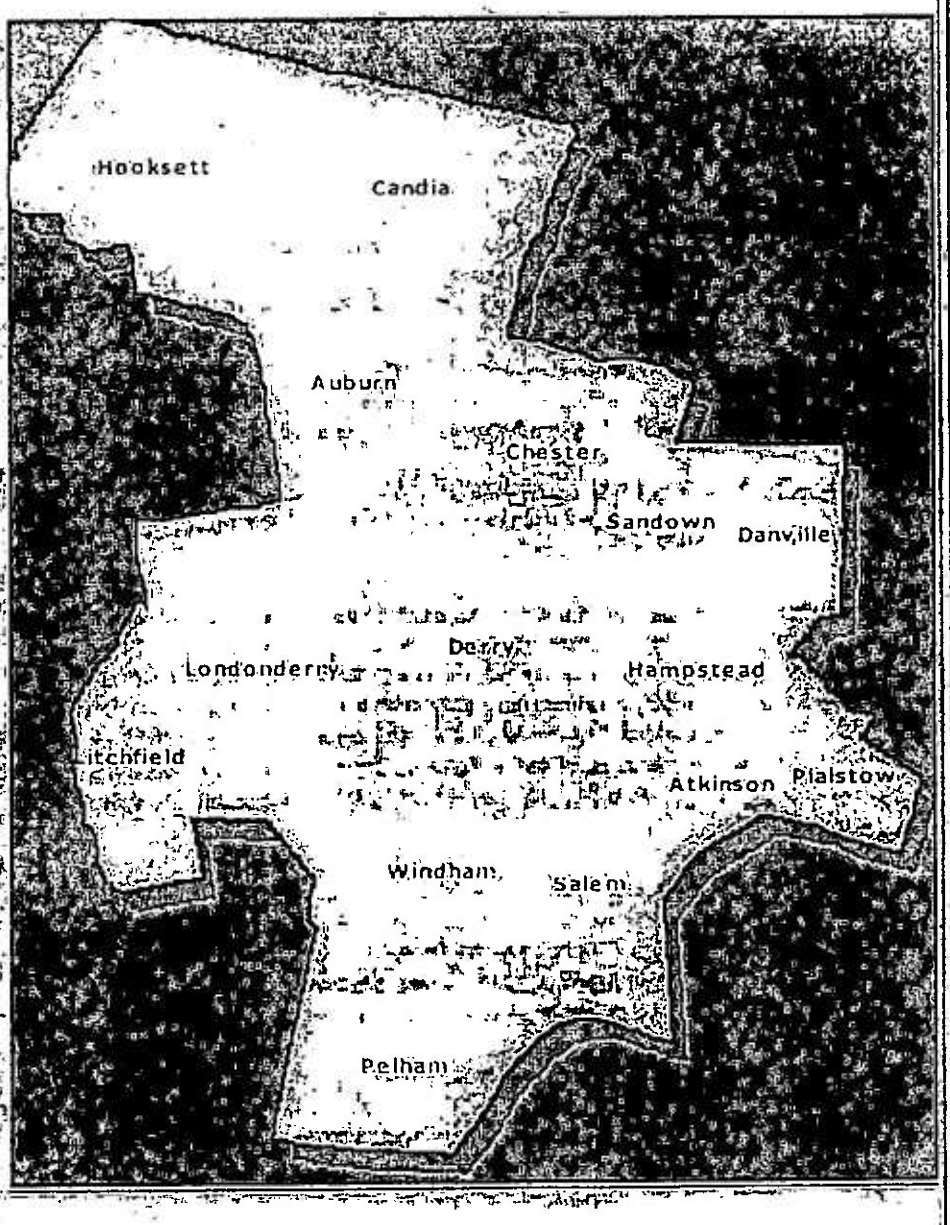
e. Hooksett, 8/15/1996 OC initiated a risk assessment on Hooksett joining the district. 9/18/1996, Tech Team Leader Fruchtman reported on the risk assessment and recommended Hooksett is accepted into the district. OC made a modified motion of the Ad Hoc boundary recommendation to accept Hooksett (not Candia, Raymond, Fremont, Kingston) into the district. OC voted unanimously. 10/18/1996 via mail ballot (Donald R. Chase chairman of BOD) reported Hooksett was approved into the district by the BOD. Official count was 12 Yes, 1 No & 1 town did not reply to the mail ballot.

f. Sandown, 1/07/2002 OC voted unanimously to recommend to BOD to accept Sandown into the district (waived the initiation fee). Per the 5/15/2002 joint meeting of the BOD & OC page 4 of the meeting minutes discussed Sandown into the district. Per "Chief Sypek stated that they are considered members as of July 1, 2002, so there will be an added Board member at this time."

g. Candia, 11/14/2005 voted into the district

h. Deerfield, received conditional approval on 6/30/05 to join the district

XV. Map of District



RECOMMENDATIONS FOR ACCEPTANCE INTO MUTUAL AID DISTRICT
Adopted by Operations Committee and Board of Directors as Policy 12/3/92
Revised for Operations Committee approval April 15, 1993

The following is a list of recommended guidelines to accept new members into the Southeastern New Hampshire Hazardous Material Mutual Aid District

1. Town/City Hazard Risk Assessment

2. District Response Capability (one vehicle)

3. Communities limited to 35,000 population and under

4. Minimum of three (3) personnel trained/certified in each of the following areas:
   A. Incident Command System
   B. Hazardous Material- Awareness
   C. Hazardous Material- Operations

5. Town/City approves initial years contribution and votes to join the District

Appendix B

Southeastern New Hampshire Hazardous Materials Mutual Aid District

Purchasing Policy

SECTION I : PURPOSE:
These policies, known collectively as the purchasing policies of the Southeastern NH Hazardous Materials Mutual Aid District, are adopted for the purpose of providing the best guarantees that tax money and public funds are spent in the most prudent fashion, as well as assuring the goods and services required by the District are acquired in a timely manner and at the most economical price. This policy explicitly details the levels of authority granted to District officials of the Southeastern NH Hazardous Materials Mutual Aid District as well as providing for direction as to the steps involved in the procurement of goods and services for the District.

SECTION II : DEFINITIONS:
A) *"Purchasing System"* means the process which authorizes a vendor to deliver goods or provide a service, and which assures that public funds for such goods or services will be encumbered for future payment.
B) *"Purchases"* means all goods or services paid for via the District's Accounts Payable system, regardless of whether the source funding for the purchase is from the District's general operating budget, grant/donated funds or special revenue/revolving account funds.
C) *"Sole Source Vendor"* is intended to describe a situation in which a particular item or service is so specialized it is only available from one or two vendors, or limited by the manufacturer to one local distributor, or for any other reason the District is unable to obtain three price quotes or bids (refer to Section IX).
D) *Local Business/Vendor"* means businesses/vendors located in the Southeastern NH Hazardous Materials Mutual Aid District.

SECTION III : AUTHORITY:
These policies are adopted by the Board of Directors in accordance with RSA 154 as it relates to their management of the District's prudential affairs and their authority over expenditures.

SECTION IV : CONFLICT OF INTEREST:
In accordance with RSA 95:1, no person holding an office in the Southeastern NH Hazardous Materials Mutual Aid District, either appointed or elected, shall, by contract or otherwise, except by open competitive bidding, buy real estate, sell or buy goods or services, commodities, or other personal property of a value in excess of $200 at any one sale to or from the Southeastern NH Hazardous Materials Mutual Aid District.

The above section shall also apply to all employees of the Southeastern NH Hazardous Materials Mutual Aid District.

SECTION V : OBJECTIVES:

A) To seek competitive quotations based on the dollar limits outlined in these policies.

C) To, wherever possible, consider the use of State contracts for goods and services, as such contracts may provide savings to the District.

D) To provide for a procedure for the disposal of surplus property as outlined in these policies.

E) To consider the purchase of goods and services from local businesses, as well as encourage their participation in the procurement process.

SECTION VI : PURCHASE ORDERS:

All purchases in excess of $5,000 shall require a purchase order signed by the REPC Director. A purchase order shall not be required in cases where a bid award letter or signed contract is issued in accordance with Section XIII(A) or (B) of this policy.

G) SCOPE OF INFORMATION: The purchase order should, at a minimum, contain the following information, as applicable:

1.The quantity and description of product or service being purchased.
2.Vendor's name and location.
3. The unit costs.
4. Any extra charges such as freight, insurance, etc.
5. Total amount of purchase.
6. Place and expected time of delivery.
7. Date the order is prepared.
8. Purchase order number.
9. Budget account which to charge the purchase.

The District will use a standardized purchase order numbering system which begins with the last two digits of the current fiscal year and the numerical order of purchase orders issued by the District.

SECTION VII : PURCHASE LEVELS:

A) PURCHASES UP TO $5,000: The REPC Director shall have full authority to make District purchases of goods or services up to $5,000 which are identified within the District's annual budget. Although not required, the provisions of this section do not preclude a REPC Director from soliciting multiple price quotes in order to ensure the best value for the District.

B) PURCHASES BETWEEN $5,001 AND $10,000: In accordance with the provisions of this section, the REPC Director shall have full authority to approve District purchases of goods or services up to $10,000 for those items which are identified in the District's budget.

B) For such purchases, the REPC Director shall contact as many vendors as necessary to obtain at least three (3) written quotations. In the event less than three (3) quotations are available, evidence of the attempt to obtain them should be attached to the documentation (this is generally referred to as a "no-bid response"). In addition, the REPC Director is strongly encouraged to solicit a quote from at least one Local Business/Vendor. The REPC Director shall present these quotations to the Operations Committee Chairman, along with a recommendation for their approval, and once approved, prepare a purchase order to be signed by the REPC Director.

C) PURCHASES ABOVE $10,000: Purchases having an estimated cost in excess of $10,000 shall be bid pursuant to the competitive procurement guidelines established in these policies under Section XIII-A or IX-B.

D) MULTIPLE UNIT PURCHASES UNDER ONE PURCHASE ORDER: For situations where multiple units of the same equipment or item are to be acquired, it is expected that a purchase order be used if the total cost of the combined units is in excess of $5,000. In no instance may the requirement of a purchase order be avoided by making multiple individual purchases in succession.

NOTE: The above thresholds do not include shipping/freight costs and are calculated based on annual cost, in the case of a multi-year contract.

SECTION VIII : TYPES OF COMPETITIVE PROCUREMENT:

As part of the competitive procurement process, when feasible, the District will give preference to a Local Business/Vendor who bids, in an effort to support the business community within the District. This will be one consideration among the other criteria discussed in (C) below, however, the Intent is to provide additional weighting, for service-based competitive procurement, in order to recognize the benefits of having local services available, in addition to the criteria of price and quality of service.

A) REQUEST FOR PROPOSALS: Certain professional services, such as architectural and engineering, auditing, and legal services are more appropriately solicited through a Request for Proposals (RFP). This is due to the need to consider factors other than price, such as professional qualifications, previous experience in related projects, and review of support staffs backgrounds.

When soliciting for RFP's the specifications must contain the following information: scope of services to be performed; timing; evaluation criteria; minimum qualifications of professional experience; and price.

The District shall solicit proposals from at least three (3) vendors providing the professional service. The criteria for determining the RFP award among responsible bid submissions are addressed in Section (C) below.

B) THE COMPETITIVE BID PROCESS:

1. BID SPECIFICATIONS: The REPC Director shall prepare specifications or a scope of work for bid items/services and shall submit the draft specifications/scope of work to the Operations Committee Chairman for approval prior to solicitation of bids. As a part of the specifications, the REPC Director should always include the following minimum items or requirements:

a) Requirement that bidders clearly identify the product or service on which they are bidding on all envelopes.

b) Requirement that bid submissions must be sealed, received timely, and that facsimile bids will not be accepted.

c) The bid documents shall note that the District is a Tax-Exempt Organization.

d) The terms of the contract, including effective dates, extension terms, termination clauses, and other applicable terminology as well as a contact person at the District to address questions regarding the scope of work and project specifications.

e) A statement as to the availability of separate construction or engineering plans, as applicable, and any cost or deposit associated with such plans.

f) The payment terms as determined by the District.

g) Where applicable, performance bonds will be required and shall always be required, as specified by RSA 447:16.

h) A statement which reserves the District's right to reject any and all bids, negotiate any contracts and waive any informalities in the bid process.

i) A statement which reserves the District's right to consider substitution of equivalent items and under what conditions. The specifications shall include a statement which requires the bidder to submit documentation for all substitutions and exceptions.

j) Where applicable, the District may hold a bidder's conference to acquaint the bidders with the process, and to address any special concerns, questions or request for exceptions that may arise.

k) Minimum quantity and quality requirements. These requirements should be specific enough to ensure the desired level of quality, but also must be flexible enough to elicit multiple bids (i.e. bid specifications should generally not include specific brand names).

l) Specifications shall include where and when bids will be opened and by whom, as well as how bids will be evaluated and awarded.

m) Specifications shall include a requirement that preliminary certificates of insurance, for liability and workers' compensation, be submitted with the bid showing evidence of coverage, the adequacy of which shall be subject to approval by the REPC Director.

n) The following non-collusion clause shall be part of every bid specification package. A bidder must sign this statement in order for the bid to be valid.

"The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity."

_____
(Name of person signing bid)

_____
(Date)

_____
(Company)

2. PUBLIC NOTICE: The REPC District shall invite all bids by advertisement on the District's website, such publication to be at least fourteen (14) days before the time of the bid opening. All bid notices must remain posted in at least two public places, one of which must be at a District Community's Fire Station, for a period of not less than two weeks (14 days).

The Invitation to Bid (Bid Notice) shall include the following information:
a) time and date by which bids must be delivered

b) address to which the bid is to be delivered

c) date by which the District intends to award the bid and contract with the vendor

d) a general description of the good or service being purchased

e) where and when Bid Specifications may be obtained

f) where and when bids will be opened, and by whom

g) reserve the District's right to reject any and all bids.

3. AVAILABILITY OF SPECIFICATIONS: The REPC Director shall mail copies of the specifications to those firms who may request a copy or to refer vendors to the official District website, where all bid specifications are posted.

4. SAMPLE BID PUBLIC NOTICE:
"The Southeastern NH Hazardous Materials Mutual Aid District, New Hampshire is currently accepting bids for the (name of bid item).
Bid specifications are available from the REPC Director at jstone@senhhazmat.org (603) 231-8529 or on the District's official website at www.senhhazmat.org. Sealed bids will be received until 2:00 PM, October 23, xxxx. Bids will be publicly opened and read at that time, and awarded in accordance with the District's Purchasing Policy. The Southeastern NH Hazardous Materials Mutual Aid District reserves the right to reject any and all bids if deemed in the best interest of the District."

5. ACCEPTANCE OF BIDS: The REPC Director or designee shall accept all bids up to the time specified for receipt of bids in the Public Notice. All bids will be dated and time stamped and/or logged onto a bid receipt log. Only bids submitted by vendors will be included on the bid log; the District does not maintain a log of all vendors that pickup bid specification packages. Any late bids will be initially rejected; however, the bidder may appeal to the Board of Directors to waive this provision. A bidder may correct, modify, or withdraw a bid by written notice received by the REPC Director before the time and date set for the bid opening.

a) Bids must be submitted in accordance with the bid solicitation. If a bidder chooses to use its own bid form or a letter to submit a bid, the bid will be considered only if the bidder explicitly, in written form, accepts all the terms and conditions of the invitation and further that the award of the bid would result in a binding contract under the terms and conditions of the solicitations and other terms and conditions contained in the submitted bid which do not conflict with those in the solicitation.

6. BID OPENING: All bids will be opened by the REPC Director at the time and date specified in the Public Notice. The names and quotes for all bidders shall be listed in bid file and made available for public inspection. The REPC Director may authorize a designee to open the bids. The REPC Director shall notify all bidders of any changes in the opening time and/or date.

7. BID CORRECTIONS: After the bid opening, the bidder may not amend, correct, modify, or change in any fashion a bid which would be contradictory to the interests of the Southeastern NH Hazardous Materials Mutual Aid District or fair competition. The REPC Director may waive minor informalities, or allow the bidder to make corrections, as long as the intent of the bid is not disturbed.

8. BID AWARD: Bids meeting the specifications shall be reviewed by the Operation Committee Chairman in consultation with the REPC Director and others as needed. A list of all bids received, as well as a recommendation, shall be made to the Operations Committee Executive Board for approval and recorded in the minutes. The criteria for determining the bid award among responsible bid submissions are addressed in Section (12) below.

The REPC Director shall award the contract to the successful bidder, in accordance with the vote of the Operations Committee Executive Board and be responsible for preparing Notice of Bid Awards and submitting same to the successful bidder as well as all other bidders.

9. CONTRACTOR QUALIFICATIONS: To be determined responsible, a prospective contractor must:

a) have adequate financial resources to perform the contract, or the ability to obtain them by the date of bid opening.

b) be able to comply with the required or proposed delivery or performance schedules.

c) have a satisfactory performance record.

d) have a proven record of integrity and business ethics.

e) have the necessary organization, experience, technical skills, and support staff, or the ability to obtain them.

f) have the necessary production, construction, and repair equipment and parts required to fulfill the contract requirements.

g) provide at least two references and phone numbers, if requested.

10.) RFP AND BID EVALUATION CRITERIA:

Among responsible bidders that have satisfied the minimum requirements of the bid specification/RFP, selection should be made considering the following: price, qualifications and service capabilities based on interview, proposal review and/or reference checks/site visits as applicable, and local vendor consideration. Preference should be given to a Local Business/Vendor if price is equal and qualifications are similar. The selection criteria shall be addressed by the REPC Director or Operations Committee Chairman when presenting the recommendation for bid award to the Operations Committee Executive Board.

SECTION IX : MISCELLANEOUS PROVISIONS:

A) SOLE SOURCE PROPOSALS: The Southeastern NH Hazardous Materials Mutual Aid District will not entertain the solicitation of a single source vendor for supplies and/or services unless the competitive bid requirements are explicitly waived by vote of the Operations Committee Executive Board under Section XII of this policy. Absent such vote, the District will consider a vendor if they are the only bidder, provided that the procedural steps in soliciting bids has been followed and documented by the District's soliciting authority.

B) STATE/OTHER BIDS: If the budgeted item/service to be purchased has been included in a bulk contract awarded through a competitive bid process conducted by the State of New Hampshire or other similar purchasing consortiums that may be available, and municipalities are eligible to participate in this contract, and if under $10,000, the item/service may be exempt from Section VII B of this policy, if approved by the Operations Committee Chairman. If the item/service is greater than $10,000, the REPC Director shall present this request to the Operations Committee Executive Board for approval and waiver of the bid process under Section XII of this policy.

C) CHANGE ORDERS: Whenever a change of a monetary kind occurs on the original purchase order, a new order with the updated information must be submitted by the REPC Director, modifying the purchase order. The modified order will be re-routed for approval with the notation "Modifying or Changing Purchase Order No. _____".

D) EMERGENCY PURCHASES: An emergency purchase may be made by the REPC Director or Team Liaison only if the normal operations of the District are in jeopardy. This shall generally mean or relate to emergency repairs to equipment or facilities which must be kept operating to protect the health and/or safety of persons, or property. A purchase order shall be prepared and marked as EMERGENCY. The order shall then be given to the individual authorized to approve the request in accordance with the limits outlined in Section VII. For purposes of this paragraph only, the competitive procurement provisions of these policies may only be waived by the Chairman of the Operations Committee or his/her designee. This waiver shall only be considered when there exists a special emergency involving the health and safety of the people or their property.

SECTION X : CREDIT CARD PURCHASES:
The District has issued individual credit cards, under a District master credit card account, to specified personnel of the District for purpose of facilitating District purchases. No personal purchases shall be made on a District credit card, even if the intent is to reimburse the District. No additional bank credit lines or accounts will be established without authorization by the Board of Directors. This section does not pertain to vendor accounts established for the purpose of "buying on account" with an invoice subsequently sent to the District for payment. These accounts are established on an as needed basis by the REPC Director.

SECTION XI : EMPLOYEE REIMBURSEMENTS:
Reimbursements must be approved by the REPC Director and include all supporting documentation, including copies of receipts for cash purchases or a copy/image of the check if a personal check is used. Every effort should be made to avoid using personal funds for District purchases if a District credit card or purchase order can be utilized instead. All reimbursements shall be submitted with a request for reimbursement form and appropriate supporting documentation to ensure compliance with District policies. The REPC Director is responsible for reviewing documentation to ensure Internal Revenue Service requirements are met and to assess the payroll tax impact of any reimbursement or fringe benefit arrangement. If the REPC Director is seeking reimbursement, it is his/her responsibility to obtain approval from the Operations Committee Chairman or designee. No District employee shall authorize their own reimbursement.

SECTION XII : WAIVERS:
The Operations Committee Executive Board may vote to waive any portion of this policy if the Board deems it to be in the best interest of the Southeastern NH Hazardous Materials Mutual Aid District.

SECTION XIII : DISPOSAL OF SURPLUS PROPERTY:
Any property which is considered to be surplus and valued at $100-$1,000 must be presented to the Operations Committee Chairman by the REPC Director with a recommended method of disposition for approval. If property is valued over $1,000, a request to dispose and recommended method of disposition must be presented to the Operations Committee Executive Board for approval. Various possible disposition means are the sealed bid or auction process, State surplus auction, trade in usage, retained for usage as parts, or transfer to a District Fire Department. Any surplus items with a value of less than $100 may be disposed of by the REPC Director as they deem appropriate.
If the means of disposition is either the sealed bid or auction, the REPC Director shall be responsible for publishing the necessary public notices to comply as closely as possible with the intent as set forth in Section IX-B-2.

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

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:

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.

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

Seacoast Technical Assistance Response Team

Signature: Donald DeAngelis Print Name: Donald DeAngelis Date: 4/18/23

Commissioner, New Hampshire Department of Safety

Signature: _____ Print Name: Robert Quinn Date: 8/3/23

Seacoast Technical Assistance Response Team

Board of Directors Meeting

April 18, 2023
0900 hours

Epping Fire Department
Epping, NH

ATTENDANCE:

Epping:	Chairman/Chief Don DeAngelis
Portsmouth:	Asst. Chief Jason Gionet
Rye:	Chief Mark Cotreau
Portsmouth:	Peter Gordon
Portsmouth:	Eric Carrier
Hampton:	James Squires

Business Coordinator Tracy Freeman

Absent:
E. Kingston Chief Ed Warren

CALL TO ORDER:
Chair/Chief DeAngelis called the meeting to order at 0915 hours.

APPROVAL OF MINUTES FROM PREVIOUS MEETING:
Motion, to accept the minutes of March 21, 2023, was made Gionet. Motion was second by Carrier and passed unanimously.

REPORTS
Financial:
Freeman provided report.

Motion, to accept the financial report as presented, was made by DeAngelis. Motion was seconded by Carrier and passes unanimously.

Staff Reports:
Chair / Chief DeAngelis – Bringing forth the recommended cost of living increase of 7% for the Business Coordinator to SCFOMAD Executive Board tomorrow, 4/19/23.

Asst. Chief Gionet – Nothing to report

Peter Gordon

- Closing out Rigaku grant with in-house training which will consist of 4-hour training on May 16th. Rigaku sending out instructor for this training.
- May 23-24, 2023 Transcaer training: HazMat and Transportation with live Ammonia Release training being held in Wells, Maine. Several interested in attending.
- April training will consist of a mock trial of a suspicious leak at Station 2, 4/19. Simulating a call and how long it will take personnel/departments to respond with equipment and run it as a real call. Nat'l Wrecker loaning us a trailer to use for this training.
- Call out to Dover yesterday, 4/17. Sent newer team leaders with a couple of team members to allow for experience. Call involved an antique safe that had a mechanism of tear gas which a worker hit with a hammer and shortly after reported eyes burning.
- Grant funded APX6000 radios have been programmed
- Tabletop exercise in June which $25K has been secured. Will be working with bomb squad and other hazmat teams. Team leaders will participate in this drill.
- Still working on getting price for computer for AreaRaes
- July & August there will be no training due to summer schedules and vacations
- Four members to attend HazMat Conference (Wheeler, Putney, Wade, Carpentier)
- On-line access to HazMat Conference classes is $125 per ticket/person.

Eric Carrier – Nothing to report

James Squires – Nothing to report but inquired about accountability and how it's tracked.

Peter Gordon – provided an overview of how the team uses accountability tags.

Chair/Chief DeAngelis – followed up with how Epping implements their accountability program which involves using Key Performance Indicators to get the results one is looking for. KPI involves using limited wording in executing performance to get the results. He provided Epping's accountability plan which is a 1-page quick step process.

SOP/SOG SUB-COMMITTEE

Chief Cotreau is still working on this. Scheduling has been tough. Need software and adopt rather than recreate the wheel. Former Committee had two members leave the team leaving the work to be done to himself and Gordon. Next meeting scheduled for May 4th at 1:30pm at Rye Fire.

Committee members now to be: Cotreau, Gordon, DeAngelis, Squires and Gordon to see if Wade is interested in being a member of this committee.

BY-LAWS SUB-COMMITTEE
Chief Gionet provided edits on the original by-laws and presented what has been done to this point. Will be presented at SCFO Exec Board tomorrow. Further review and changes to be made and presented at the next meeting of START BOD.

OLD BUSINESS
WHITE ZONE MOU
White Zone MOU generated by the FMO, needs renewal.

Motion, to renew White Zone MOU as written, with Chair/Chief DeAngelis authorized to sign said agreement, was made by Gionet. Motion was seconded by Gordon and passed unanimously.

NFIRS
Squires inquired about the status of NFIRS with the recent resignation of Chief Kramlinger who was working on this. Gionet recommended that the Collaborative look at the new Image Trend software as a centralized reporting option. FMO would assign FD# to each team leader so each TL can do their own report when responding. Board liked this idea. Gordon to bring it to the Collaborative at their next meeting.

NEW BUSINESS:
HazMat Conference has an on-line training option allowing for 24/7 access during the entire months of May and June allowing members to take classes that interest them. Cost is $125 per person. Discussion on having 1 ticket per each START department (Hampton, N. Hampton, Portsmouth, Dover, Rochester, Exeter, Somersworth) to allow access for team members to take classes at their location. This would be about 7 tickets and save on costs.

Motion, to approve up to 7 tickets at $125 per ticket, was made by Squires. Motion was seconded by Gionet and passed unanimously.

HMEP Grant – status pending, Carrier inquired about moving forward with making reservations and travel arrangements. Freeman responded that Grant does not allow for any work to be done prior to the award or could risk losing funding. Freeman noted that she has not received official word that the grant has been awarded yet, but we are falling short on time in getting a hotel room at this point with this being a regional hazmat conference and may not be able to send anyone if maximum registrations have already been met. The Board may want to consider funding this and letting the grant go. Would be looking at about $12K for registration, hotel, food and mileage/tolls. Grant covering $8400 with START match of $2100. Last month the Board approved spending $5K for the HazMat Conference so would need to amend that if we opted not to go with grant funding.

DeAngelis asked Freeman to contact HMEP Coordinator to find out status of awarding of grant and report back to the Board, via email, so a decision can be made.

Gordon noted that the team leaders met and made the recommendation for Cody Nason of Dover for team membership.

Motion, to approve team leader recommendation and appoint Cody Nason as START Team Member, was made by Gionet. Motion was seconded by DeAngelis and passed unanimously.

Freeman to send out new team member paperwork to Nason.

ADJOURNMENT:
Next meeting to be held at Portsmouth Fire Station 2 on May 17, 2023, at 0900 hours.

Motion, to adjourn at 1225 hours, was made by DeAngelis. Motion was seconded by Gordon and passed unanimously.

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	Print Name	Date
	DONALD M FARQUHAR	6/16/2003

Commissioner, New Hampshire Department of Safety

Signature	Print Name	Date
	Robert Quinn	8/31/03

RECEIVED JUN 27 2023

FIRE DEPARTMENT

CITY OF KEENE
NEW HAMPSHIRE

RECOMMENDATION

DATE: June 27, 2023

TO: Elizabeth Dragon, City Manager

FROM: Donald Farquhar, Fire Chief

SUBJECT: Certificate of Authority – Hazardous Materials MOA

Recommendation:

That the City Manager sign the presented Certificate of Authority so that the Fire Chief may enter into agreement with the New Hampshire Department of Safety for the purpose of hazardous materials incident response and cost recovery.

Background:

The Keene Fire Department Hazardous Materials Response Team has been recognized by the State of New Hampshire since 1994. Every two years the department has historically entered into agreement with the New Hampshire Department of Safety, State Fire Marshall's Office. The last agreement was completed in 2020 and is signed by the Fire Chief as authorized under RSA 154:30; RSA 153:4-a, III.

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. In these cases incident reimbursement comes back to Keene directly from the New Hampshire Department of Safety and the State Fire Marshall's Office seeks reimbursement from a responsible party, as established under RSA 154:7, II (k).

If you have any questions, feel free to contact me. Thank you for your cooperation with this program.

CERTIFICATE OF AUTHORITY

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

1. I am a duly appointed 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: 6/26/23

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

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

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:

Midwestern New Hampshire 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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Incident Responsibility

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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.

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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

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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.

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MEMORANDUM OF AGREEMENT FOR SPECIALIZED RESPONSE TO HAZARDOUS MATERIALS RELATED INCIDENTS

MEMORANDUM OF AGREEMENT APPROVAL

Midwestern New Hampshire Hazardous Materials Team

Signature	Print Name	Date
	Jeffrey S. Libbey	3/30/2023.

Commissioner, New Hampshire Department of Safety

Signature	Print Name	Date
	Robert Quinn	8/31/23

Midwestern New Hampshire Hazardous Materials Mutual Aid District
www.midwesthazmat.org – midwesthazmat@gmail.com
919 Route 103, PO Box 373, Newbury NH 03255

Midwestern New Hampshire Hazardous Materials District

Meeting Minutes Lebanon

March 30, 2023

The meeting was called to order at 18:43 by Chair Jeff Libbey

In attendance:

Officers: Jeff Libbey, Chair Lebanon; Henry Thomas, Newbury Treasurer; Wayne Whitford, Newbury, Secretary

Members Present: Ryan Gallien, Grantham; Ryan Gill, Sunapee, John Cannon, New London; Newbury, Matt Tucker, Plainfield; Rob Mingolla, CST

Minutes: The minutes of the January 26, 2023, were approved. (Motion by Jay Fontain, second Ryan Gallien.

Memorandum of Agreement

A motion was made by Ryan Gill and seconded by Ryan Gallien to approve the 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 for Specialized Response to Hazardous Materials Related Incidents in any community that is not part of the coverage area of a regional hazardous materials team.

The Midwestern New Hampshire Hazmat Team in a majority vote, accepted the terms of the Memorandum of Agreement for Hazardous Materials Incident Response

The Midwestern New Hampshire Hazmat Team Authorizes Assistant Chief and Team Chair, Jeffrey Libbey. to sign all documents related to the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

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

Parties Involved in the Agreement

This operating agreement is entered into by and between the:

Central New Hampshire Hazardous Materials Team;

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

Authority

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Purpose

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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

Central New Hampshire Hazardous Materials Team

Signature	Print Name	Date
Jonathan M. Goldman	Jonathan M. Goldman	5/5/2023

Commissioner, New Hampshire Department of Safety

Signature	Print Name	Date
[illegible]	Robert Quinn	8/31/23

Central NH HazMat Team
Oversight Meeting

June 22, 2022

1. 1300 Hrs called to order:
2. Manning, Hebert, Costello, Kimball, Gilbert, Jones (call in) and Defosses.
3. Manning reviewed current Members- Presently there are 27 members active on the team from the following jurisdictions:
   - Capital Area
     - Allenstown (1)
     - Boscawen (1)
     - Canterbury (1)
     - Concord (17)
   - Lakes Region
     - Tilton (1)
     - Franklin (1)
     - Plymouth (3)
     - Campton (1)
     - Lakes Region MA (1)
   - Still working on increasing membership. The increasing membership is not necessarily increasing capability. We will need in the future to have competency levels maintained.

2. Manning reviewed Officers- Current team Officers.
   - Deputy- Guy Newbery
   - Deputy- Mick Costello
   - Team Leader- Dan Defosses
   - Training Officer- Brad Newbery
   - Logistics Officer- Tom Nault
     - Asst. Logistics/Meters- Sam Cahan
     - Vehicle Maintenance- Drew Patterson
     - SCBA- Dave Dumas
   - Medical/EMS Officer- Matt Cole
   - Safety Officer- Tim Ames

3. Manning reviewed REPC Meeting – 6/15/22 meeting
   - HMEP Grant
     - HMEP grant was approved late by the governor and executive council.
     - Grant was approved for the IAFC Baltimore conference, 4 personnel went and took classes.
     - Grant was approved for the update tour regional emergency plan. Discussion with Capital C1 on the bidding process.
     - Grant was approved for the PEAC Software. This will allow us to plan while running an incident. Found it impossible to do on the same computer.
     - Classes were approved for the 4-hour Hazmat IQ class. These will take place in early fall Probably September.
   - Mike Melody did a presentation on Covid response from the hospital.
   - Continuing to work on getting more people to the meetings.

- Next meeting 9/22/22 1300 @ HQ Training room.

4. **Motions- Kimball and Hebert**
   Motion to continue Chief Goldman as authorized individual, Chief Gilbert as financial officer and Chief Manning as manager for all SHSP, HSEEP and HMEP grants
   Passed unanimously

5. **Manning reviewed Grants and Funding-**

   SHSP- Continuing to order new equipment and update old equipment. Several reimbursements are behind. The State is understaffed.

   HSEEP- Grant is closed. Waiting on paperwork

6. **Manning reviewed Training- Training has been completed Monthly. Took July and August off.**

   - Sept will be a busy month. NH Conference, Hazmat IQ and regular Training
   - Planning in underway in conducting a drill fall 2022. This also will include some HazMat awareness training. John Beland is seeking some HSEEP funds for this exercise. More to come...

7. **Meetings- Plan on meeting in Sept 2022- Chief gilbert brought up that we will need to meet before the compacts budgets.**

8. **Physicals-**
   - Every member Physicals has had a physical. Manning reviewed these are coming due this year.

9. **Other Issues and Discussion- Manning and oversight has a discussion on long term planning and sustainability. Manning authorized to discuss with seacoast and southeast possibility of joining. We will have a discussion and try to bring something back solid.**
   - **Long Term Planning**
     - Current model is no sustainable. Other agencies have Part-time coordinators at a minimum.
   - Competency- Discussion on how we will hold our members to competency's.

Respectfully
Tony Manning, Chief Central NH Hazmat Team