



Proposal

1. Creation by Sea-3 of a Comprehensive Fire Safety Analysis, pursuant to NFPA 58, for entire facility (existing plus planned upgrades) for submittal to and approval by the Town of Newington with a copy to the New Hampshire Fire Marshal for review and comment.
2. A virtual facility tour for all shifts held at Portsmouth and Dover Fire Departments when crews are on duty (multiple shifts) facilitated by Sea3 with visuals/PowerPoint and facility maps at Sea3 expense. To occur in 2016 and once every 5 years thereafter, or sooner if substantial facility changes are implemented.
3. Rail car training and tanker truck training in Portsmouth and Dover for all Fire Department shifts (and for START Team) at Sea 3's expense. Sea-3's expenses shall be limited to the cost of providing the training and shall not extend to reimbursement of wages to the participating Departments. Fire Departments from all communities along the rail line to be invited to attend the trainings in either city. To occur in 2016 and once every 5 years thereafter.
4. The Town of Newington shall Convene and Sea-3 shall participate in a Mutual Aid command district table top for the scenario of a 1) leak and/or fire on site, including but not limited to the Dock area located on the property of Sprague, or another facility related scenario requested by the City of Portsmouth, City of Dover, or Town of Newington, and 2) a rail car fire just outside of the facility and still in Newington. Drill facilitation by NH HSEM. This should include all response partners such as Coast Guard, EPA/DES, NH HSEM, State Police, and including the activation of the State of NH HSEM EOC. This process shall include the creation of an After-action Report by NH HSEM, which includes, but is not limited to a gap analysis of the seacoast region's EMS and full emergency response capabilities at the facility for LPG emergencies. Out of pocket costs and expenses of the exercise to be paid by Sea-3 with participating agencies paying their own personnel costs. To occur within one year of completion of Sea-3 expansion and at least once every 5 years thereafter at the request of the City of Portsmouth, the City of Dover, or the Town of Newington.
5. Stipulated limit of 16 propane rail cars (no more than 33,000 gallons per car) to facility per day consistent with Newington Planning Board stipulation – SEC approval required to increase amount.
6. Full facility inspection by NHFMO and Newington FD and Newington building inspector upon completion of facility upgrade.
7. Newington shall develop an Area Emergency Response Plan, including appropriate evacuation procedures to be determined by the Town of Newington and to be reviewed by the New Hampshire Fire Marshal, and to also include a plan regarding emergency notification systems to alert the surrounding communities of an emergency. Each surrounding community shall determine the need to activate their "reverse 911" systems in an emergency. Newington shall seek a grant for this plan and Sea-3 shall provide any additional financial support not covered by the grant to ensure the completion of the plan.
8. Sea-3 shall provide Town of Newington a copy of its Contingency Plan and Newington shall make it available to area fire departments upon request.
9. Public Counsel and Interveners shall withdraw their Objections to Sea-3's Request for Exemption subject to the negotiated conditions and shall take no appeal from any decision of the SEC granting SEA-3's Request for Exemption with the negotiated conditions.

10. The City of Portsmouth shall voluntarily nonsuit its Appeals, with prejudice, taken from the decisions of the Newington Planning Board and Newington Zoning Board to approve SEA-3's proposed improvements.

11. The non-occurrence of any event required under this agreement that is outside of Sea-3's control shall not result in the loss of its exemption.