



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 21, 2014

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into grant agreements with the following entities totaling \$11,720.25 for the purposes of used oil collections, effective upon Governor & Council approval through April 9, 2015. 100% Hazardous Waste Cleanup Funds.

Vendor Name	Location	Vendor #	Grant Amount
Town of Greenfield	Greenfield, NH	177226-B002	\$2,500
Town of Goffstown	Goffstown, NH	177395-B001	\$2,500
Town of Litchfield	Litchfield, NH	177673-B002	\$2,288.25
Town of Northfield	Northfield, NH	177453-B002	\$2,432
Town of Swanzey	Swanzey, NH	177485-B003	\$2,000

Funding is available in the account as follows.

	<u>FY 2014</u>
03-44-44-444010-5392-073-500580	\$11,720.25
Dept. of Environmental Services, Hazardous Waste Cleanup Fund, Grants-Non Federal	

EXPLANATION

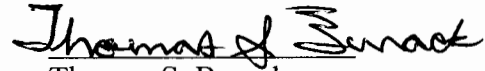
The used oil grant program was established in 1994 under authority of RSA 147-B, to pay for the development, improvement, or operation of used oil collection centers. Political subdivisions, other government entities, non-profit organizations, and private businesses that are registered state motor vehicle inspections stations, are eligible for not-to-exceed annual grants of \$2,500. The purpose of the used oil grant program is to encourage proper handling, recycling, and sound disposal practices for this common waste material. If used oil is disposed in drains, on the ground, or with municipal solid waste, adverse impacts to surface water and groundwater may result. In a typical year, approximately 200,000 gallons of used oil are collected at established grant-assisted centers.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

Page 2

Grants are awarded on a “first-come, first-serve” basis, as are payment requests for approved grantees. The Department reviews payment request documentation and pays approved grantees, upon successful completion of their projects. These grant requests have been reviewed and determined to be in accordance with the governing statute RSA 147-B: 13. The Department of Justice has approved these grant agreements as to form, content and execution

We respectfully request your approval.


Thomas S. Burack
Commissioner

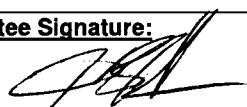
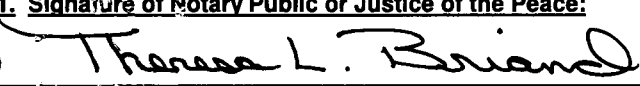
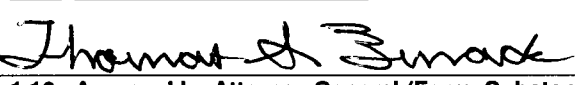

GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

General Provisions

1. Identification and Definitions.

1.1. State Agency Name: N.H. Department of Environmental Services		1.2. State Agency Address: 29 Hazen Drive, Concord, N.H. 03301	
1.3. Grantee Name: Town of Litchfield		1.4. Grantee Address: Town of Litchfield Two Liberty Way St. 1 03052	
1.5. Effective Date: Upon G&C Approval	1.6. Completion Date: April 9, 2015	1.7. Audit Date: N/A	1.8. Grant Limitation: \$ 2288.25
1.9. Grant Officer for State Agency: Dean Robinson, Program Specialist N.H. Department of Environmental Services		1.10. State Agency Telephone No.: (603) 271 - 2047	
1.11. Grantee Signature: 		1.12. Name & Title of Grantee Signor: Jason Hoch, Town Administrator	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on January 14 2014, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace: (seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace: Theresa L. Briand, JP			
1.14. State Agency Signature(s): 		1.15. Name & Title of State Agency Signor(s): Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
1.16. Approval by Attorney General (Form, Substance & Execution): By:  3-31-14 On: / /			
1.17. Approval by the Governor and Council: By: On: / /			

2. **Scope of Work:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:13, I(a), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (The scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any

subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever; and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

EXHIBIT A
Grantee Obligations

- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of Environmental Services (DES). Failure to do so may result in termination of this agreement.

EXHIBIT B
Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by DES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, *Pollution Prevention Section*, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until DES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on,

resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$1,000,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT C
Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including DES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

Exhibit A attachment-1 (the Work Plan)

Description: The applicant collects or intends to collect Do-It-Yourself used oil and/or filters from residents who generate used oil as a household waste when they change their own automotive oil. The applicant is requesting grant funds related to their Do-It-Yourself used oil collection center. Details are provided below.

Regulatory Reminders

- 1) "DIY used oil" is *only* used oil which is generated as a household waste when individuals change their own automotive oil.
- 2) Used oil generated from businesses, machine shops, tire shops, automotive repair shops, dealerships, factories, loggers, mills, jobbers, landscapers, contractors, truckers, farmers, and other private/commercial entities *is not* "DIY" used oil and must undergo extensive testing prior to being collected and/or burned. Collectors and/or burners of those types of used oil are obligated to follow the Used Oil Marketer Regulations (Env-Hw 807.09).

**DIY Used Oil Collection Center
Work Plan**

Itemized Costs (estimated or actual):

OIL FILTER CRUSHER (MAGNUM FORCE)	1188.00
OIL FILTER STAND (MAGNUM FORCE)	169.00
OIL DRY 8 40LB BAGS	125.00
ABSORBENT ROCK - OIL DRY	192.25
DRUM TOP ABSORBENT PADS 2-25CT	198.00
SPILL KIT 23 GALLON	340.00
POLY DRUM FUNNEL - LID (PIG)	76.00
TOTAL:	2288.25

Exhibit C attachment-1

Standard Form Certificate of Authorization: Town/City of Litchfield

I, Theresa L. Briand, Town/City Clerk of Litchfield, New Hampshire,
Printed Name of Town/City Clerk *Town/City*

hereby certify that on January 13, 2014, the Board of Selectmen/Alderman voted to
Date of Town/City Meeting

authorize Jason Hoch to sign contracts on behalf of the Town with respect to
Printed Name of Grantee Signor

grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.

Theresa L. Briand
Signature of Town/City Clerk

January 14, 2014
Date

Litchfield, NH, Town/City Clerk
Printed Name of Town/City Clerk

Notarization

State of New Hampshire, County of Hillsborough. On January 14, 2014, before me,
County *Date*

Patricia A. Tentler, the undersigned officer, personally appeared Theresa L. Briand,
Printed Name of Notary Public or J.P. *Printed Name of Clerk*

who acknowledged herself/himself to be the Town/City Clerk of the Town/City of

Litchfield, New Hampshire, and that she/he, Town Clerk 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.

Patricia A. Tentler
Signature of Notary Public or J.P.

(affix seal)

Commission Expires: _____

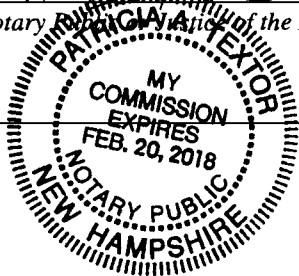


Exhibit C attachment-1

Alternate Form Certificate of Authorization: Town/City of _____

I, _____, Town/City Clerk of _____, New Hampshire,
Printed Name of Town/City Clerk *Town/City*

hereby certify that on _____, the Board of Selectmen/Alderman voted to
Date of Town/City Meeting

authorize the _____ to sign contracts on behalf of the Town with respect to
Job Title/Position

grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled and _____
Printed Name of Authorized Grantee Signor

is currently the _____ so authorized to enter into grant contracts.
Job Title/Position

Signature of Town/City Clerk

Date

_____, Town/City Clerk
Printed Name of Town/City Clerk

Notarization

State of New Hampshire, County of _____, On _____, before me,
County *Date*

_____, the undersigned officer, personally appeared _____,
Printed Name of Notary Public or J.P. *Printed Name of Clerk*

who acknowledged herself/himself to be the Town/City Clerk of the Town/City of

_____, New Hampshire, and that she/he, Town Clerk 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.

Signature of Notary Public or Justice of the Peace

(affix seal)

Commission Expires: _____

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: All Members List Attached		Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products - Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: State of New Hampshire, Department of Environmental Services is named as Additional Covered Party relative to the Household Hazardous Waste Grant.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.

KENS	Town of Kensington
KESD	Kensington School District
LAKE	Lakes Region Mutual Fire Aid
LAKT	Lake Todd Village District
LAMP	Lamprey Regional Cooperative
LANC	Town of Lancaster
LAND	Town of Landaff
LEBA	City of Lebanon
LEDY	Ledyard Charter School
LEEE	Town of Lee
LEMP	Town of Lempster
LISB	Town of Lisbon
LITC	Town of Litchfield
LITT	Town of Littleton
LITW	Littleton Water and Light
LOCH	Lochmere Village District
LONE	SAU #12 - Londonderry
LOUD	Town of Loudon
LOWB	Lower Bartlett Water Precinct
LYMA	Town of Lyman
LYME	Town of Lyme
LYND	Town of Lyndeborough
MADB	Town of Madbury
MADI	Town of Madison
MARL	Town of Marlborough
MARS	Marlborough School District
MARW	Town of Marlow
MARX	Marlow School District
MASO	Town of Mason
MCCC	Making Community Connections Charter School
MERI	Meriden Village Water District
MERL	Meriden Volunteer Fire Department
MIDD	Town of Middleton
MIDW	MidWest NH Hazmat Mutual Aid District
MILA	Town of Milan
MILL	Mill Falls Charter School
MILM	Milford Area Communications
MILS	Milton School District
MILW	Milton Water District
MONA	SAU #93 - Monadnock Regional
MONT	Town of Mont Vernon
MOUN	Mountain Lakes Village District
NEBO	Town of New Boston
NEBS	New Boston School District
NECA	Town of New Castle
NEHA	Town of New Hampton
NEHP	New Hampton Village Precinct


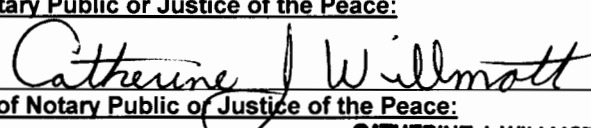
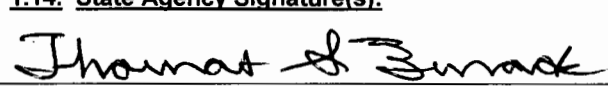
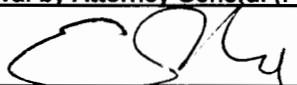
GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

General Provisions

1. Identification and Definitions.

1.1. State Agency Name: NH Dept. of Environmental Services		1.2. State Agency Address: 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name: Town of Goffstown		1.4. Grantee Address: Town of Goffstown 404 Elm St., Goffstown, N.H. 03045	
1.5. Effective Date: Upon G&C Approval	1.6. Completion Date: April 9, 2015	1.7. Audit Date: N/A	1.8. Grant Limitation: \$2,500
1.9. Grant Officer for State Agency: Tim Noury, Waste Management Specialist NH Dept. of Environmental Services		1.10. State Agency Telephone No.: 603 - 271 - 6424	
1.11. Grantee Signature: 		1.12. Name & Title of Grantee Signor: Carl L. Quiram, Director DPW	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on <u>7/9/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace: (seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace: Catherine J. Willmott, Notary Public CATHERINE J. WILLMOTT, Notary Public My Commission Expires April 15, 2014			
1.14. State Agency Signature(s): 		1.15. Name & Title of State Agency Signor(s): Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
1.16. Approval by Attorney General (Form, Substance & Execution): By:  3 31-14 On: / /			
1.17. Approval by the Governor and Council: By: On: / /			

2. Scope of Work: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:13, I(a), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (The scope of work being hereinafter referred to as "the Project").

١٠٠

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 And after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. Failure to perform the Project satisfactorily or on schedule; or

11.1.2. Failure to submit any report required hereunder; or

11.1.3. Failure to maintain, or permit access to, the records required hereunder; or

11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$1,000,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
Grantee Obligations

- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of Environmental Services (DES). Failure to do so may result in termination of this agreement.

EXHIBIT B
Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by DES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, Waste Management Division, Used Oil Program, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until DES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

EXHIBIT C
Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including DES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

Exhibit A attachment-1 (the Work Plan)

Work Plan for the Town of Goffstown

Description:

The Town of Goffstown Highway Dept. collects Do-It-Yourselfer (DIY) used oil from residents who generate used oil as a household waste when they change their own automotive oil. Goffstown is **requesting \$2,500** in grant funds related to the annual cleaning and maintenance to their DIY use oil burner. Additional details are provided below.

Regulatory Reminders

- 1) "DIY used oil" is ***only*** used oil which is generated as a household waste when individuals change their own automotive oil.
 - 2) Used oil generated from businesses, machine shops, tire shops, repair shops, factories, loggers, saw mills, jobbers, landscapers, contractors, truckers, farmers, and other private/commercial entities *is not* "DIY" used oil and must undergo extensive testing prior to being collected and/or burned. Collectors and/or burners of those types of used oil are obligated to follow the Used Oil Marketer Regulations (Env-Hw 807.09).
-

**DiY Used Oil Burner Service & Maintenance
Work Plan**

The below estimates relate to a fenced security system with the specific purpose of controlling activities around the DIY Used Oil Storage Shed at Warren's Transfer Station.

<u>Itemized Costs (estimated):</u>	
Evacuation Pack	\$2,476.82
Annual Burner Cleaning	\$379.95
Pump & Gasket Metering	\$110.00
Burner Exchange	\$450.00
TOTAL ESTIMATE FOR PROJECT	\$3,416.77
TOTAL Requested (maximum allowed):	\$2,500.00

Certificate of Authorization: Town of Goffstown

I, Cathleen Ball, Town Clerk of Goffstown, New Hampshire, hereby certify that on September 15, 2008, the Board of Selectmen voted to authorize Carl L. Quiram to sign contracts on behalf of the Town with respect to grant contracts with the New Hampshire Department of Environmental Services.

Date of Meeting

Grantee Signor

This authority has not been amended or annulled.



Signature of Town Clerk

July 10, 2013

Date

Cathleen Ball, Goffstown Town Clerk

Notarization

State of New Hampshire, County of Hillsborough. On 7/10/13 before

Date

me, Kathryn M. Fisher, the undersigned officer, personally appeared Cathleen Ball,

Notary Public

who acknowledged herself to be the Town Clerk of the Town of Goffstown,

New Hampshire, and that she, Town Clerk 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.



Signature of Notary Public

(affix seal)

KATHRYN M. FISHER, Notary Public
My Commission Expires September 28, 2016

Commission Expires: _____

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: All Members List Attached		Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products - Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: State of New Hampshire, Department of Environmental Services is named as Additional Covered Party relative to the Household Hazardous Waste Grant.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
Certificate Holder: Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.

FROT	Town of Fremont
GAVD	Gunstock Acres Village Water District
GBEC	Great Bay eLearning Charter School
GDSC	Greater Derry-Salem Cooperative
GILM	Town of Gilmanton
GOFF	Town of Goffstown
GOFP	Goffstown Village Precinct
GOFS	Goffstown Sewer Commission
GOLE	SAU #71 - Goshen-Lempster
GORS	SAU #20 - Gorham
GOSD	Goffstown School District
GOSH	Town of Goshen
GRAF	Town of Grafton
GRAH	Grafton County Conservation District
GRAL	Granite Lake Village District
GRAS	Grasmere Village Water Precinct
GREL	Town of Greenland
GREV	Town of Greenville
GREW	Greenville Estates Village District
GROT	Town of Groton
GROV	Groveton Village Precinct
HALO	Town of Harts Location
HAMP	Town of Hampton
HAMT	Town of Hampstead
HANC	Town of Hancock
HANO	Town of Hanover
HARS	Harrisville School District
HAVF	Haverhill Corner Precinct
HCCD	Hillsborough County Conservation District
HEBR	Town of Hebron
HILD	Hillsboro-Deering School District
HILL	Town of Hill
HILS	Town of Hillsborough
HINT	SAU #92 - Hinsdale
HOBR	Hollis-Brookline Cooperative School District
HOLI	Hollis School District
HOLS	Holderness School District
HOOK	Town of Hooksett
HOPS	SAU #66 - Hopkinton
HOPV	Hopkinton Village Precinct
HOWE	Howe Library
HUDS	Town of Hudson
JACK	Town of Jackson
JACW	Jackson Water Precinct
JEFF	Town of Jefferson
KEAR	Kearsarge Lighting Precinct
KEES	Keene School District

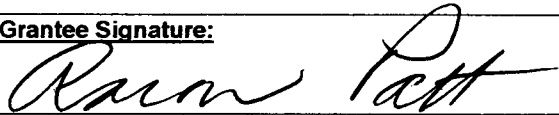


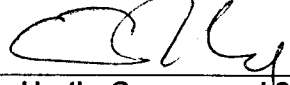
GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

General Provisions

1. Identification and Definitions.

1.1. State Agency Name: NH Dept. of Environmental Services		1.2. State Agency Address: 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name: Town of Greenfield		1.4. Grantee Address: Town of Greenfield, P.O. Box 256, Greenfield, N.H. 03047	
1.5. Effective Date: Upon G&C Approval	1.6. Completion Date: April 9, 2015	1.7. Audit Date: N/A	1.8. Grant Limitation: \$ 2,500
1.9. Grant Officer for State Agency: Dean Robinson, Waste Management Specialist NH . of Environmental Services		1.10. State Agency Telephone No.: (603) 271 - 2047	
1.11. Grantee Signature: 		1.12. Name & Title of Grantee Signor: Aaron Patt, Town Administrator	
1.13. Acknowledgment: State of New Hampshire of, County of <u>Hillsborough</u> on <u>8/29/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace: (seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace: CATHERINE P. SHAW Notary Public - New Hampshire My Commission Expires May 15, 2018			
1.14. State Agency Signature(s): 		1.15. Name & Title of State Agency Signor(s): Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
1.16. Approval by Attorney General (Form, Substance & Execution): By:  3-31-14 On: / /			
1.17. Approval by the Governor and Council: By: On: / /			

2. **Scope of Work:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:13, 1(a), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (The scope of work being hereinafter referred to as "the Project").

10/10/10

10/10/10

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$1,000,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
Grantee Obligations

- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of Environmental Services (DES). Failure to do so may result in termination of this agreement.

EXHIBIT B
Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by DES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, Waste Management Division, Used Oil Program, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until DES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

EXHIBIT C
Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including DES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

Exhibit A attachment-1 (the Work Plan)

Work Plan for the Town of Greenfield

Description:

The Town of Greenfield collects Do-It-Yourselfer (DIY) used oil from residents who generate used oil as a household waste when they change their own automotive oil. The used oil is recycled as heating fuel in their used oil space heater. The town is requesting grant funds related to the improvement and operation of their DIY used oil collection center. Additional details are provided below.

Regulatory Reminders

- 1) "DIY used oil" is ***only*** used oil which is generated as a household waste when individuals change their own automotive oil.
 - 2) Used oil generated from businesses, machine shops, tire shops, repair shops, factories, loggers, saw mills, jobbers, landscapers, contractors, truckers, farmers, and other private/commercial entities *is not* "DIY" used oil and must undergo extensive testing prior to being collected and/or burned. Collectors and/or burners of those types of used oil are obligated to follow the Used Oil Marketer Regulations (Env-Hw 807.09).
-

**DIY Used Oil Burner Service & Maintenance
Work Plan**

The below estimates relate to a fenced security system with the specific purpose of controlling activities around the DIY Used Oil Storage Shed at Warren's Transfer Station.

<u>Itemized Costs (estimated):</u>	
Waste Oil Transfer Pump & Installation as a permanent in line pump	\$1,725.00
Furnace repairs and cleanings	\$405.00
Absorption and spill kit supplies	\$370.00
TOTAL ESTIMATE FOR PROJECT	\$2,500.00
TOTAL Requested (maximum allowed):	\$2,500.00

Exhibit C attachment-1

Standard Form Certificate of Authorization: Town/City of

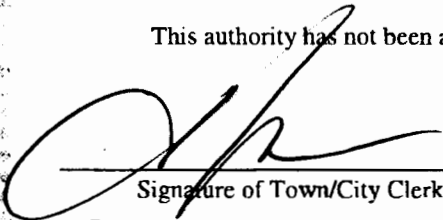
I, Edith P. Sleeper, Town/City Clerk of Greenfield, New Hampshire,
Printed Name of Town/City Clerk *Town/City*

hereby certify that on 19 June 2012, the Board of Selectmen/Alderman voted to
Date of Town/City Meeting

authorize Aaron Pott to sign contracts on behalf of the Town with respect to
Printed Name of Grantee Signor

grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.



Signature of Town/City Clerk

29 August 2013
Date

Edith P. Sleeper Town/City Clerk
Printed Name of Town/City Clerk

Notarization

State of New Hampshire, County of Hillsborough On 8/29/13, before me,
County *Date*

Catherine P. Shaw, the undersigned officer, personally appeared Edith P. Sleeper,
Printed Name of Notary Public or J.P. *Printed Name of Clerk*

who acknowledged herself/himself to be the Town/City Clerk of the Town/City of

Greenfield New Hampshire, and that she/he, Town Clerk 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.



Signature of Notary Public ~~or Justice of the Peace~~

(affix seal)

CATHERINE P. SHAW
Notary Public - New Hampshire
Commission Expires: ~~My Commission Expires~~ May 15, 2018



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town Of Greenfield PO Box 256 Greenfield, NH 03047		Member Number: 186	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	Workers' Compensation & Employers' Liability	7/1/2013	7/1/2014	Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only. For the purpose of Used Oil Grants,					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Rd. PO Box 95 Concord, NH 03302-0095			By: <i>Tammy Denver</i>
			Date: 8/29/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

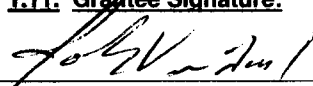

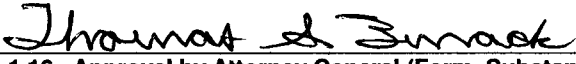

GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

General Provisions

1. Identification and Definitions.

1.1. State Agency Name: N.H. Department of Environmental Services		1.2. State Agency Address: 29 Hazen Drive, Concord, N.H. 03301	
1.3. Grantee Name: Town of Northfield		1.4. Grantee Address: Town of Northfield 21 Summer St, Northfield, NH 03276	
1.5. Effective Date: Upon G&C Approval	1.6. Completion Date: April 9, 2015	1.7. Audit Date: N/A	1.8. Grant Limitation: \$ 2,432
1.9. Grant Officer for State Agency: Dean Robinson, Program Specialist N.H. Department of Environmental Services		1.10. State Agency Telephone No.: (603) 271 - 2047	
1.11. Grantee Signature: 		1.12. Name & Title of Grantee Signor: Johnny Vantassel, Highway Superintendent.	
1.13. Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> , on <u>January 24, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace: (seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace: CINDY L. CAENEY, Notary Public My Commission Expires Dec. 5, 2017			
1.14. State Agency Signature(s): 		1.15. Name & Title of State Agency Signor(s): Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
1.16. Approval by Attorney General (Form, Substance & Execution): By:  3-31-14 On: / /			
1.17. Approval by the Governor and Council: By: On: / /			

2. Scope of Work: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:13, I(a), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (The scope of work being hereinafter referred to as "the Project").

10/10/10

10/10/10

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. Failure to perform the Project satisfactorily or on schedule; or

11.1.2. Failure to submit any report required hereunder; or

11.1.3. Failure to maintain, or permit access to, the records required hereunder; or

11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$1,000,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
Grantee Obligations

- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of Environmental Services (DES). Failure to do so may result in termination of this agreement.

EXHIBIT B
Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by DES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, Waste Management Division, Used Oil Program, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until DES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

EXHIBIT C
Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including DES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

Exhibit A attachment-1 (the Work Plan)

Description: The applicant collects or intends to collect Do-It-Yourselfer used oil and/or filters from residents who generate used oil as a household waste when they change their own automotive oil. The applicant is requesting grant funds related to their Do-It-Yourselfer used oil collection center. Details are provided below.

Regulatory Reminders

- 1) "DIY used oil" is *only* used oil which is generated as a household waste when individuals change their own automotive oil.
 - 2) Used oil generated from businesses, machine shops, tire shops, automotive repair shops, dealerships, factories, loggers, mills, jobbers, landscapers, contractors, truckers, farmers, and other private/commercial entities is *not* "DIY" used oil and must undergo extensive testing prior to being collected and/or burned. Collectors and/or burners of those types of used oil are obligated to follow the Used Oil Marketer Regulations (Env-Hw 807.09).
-

**DIY Used Oil Collection Center
Work Plan**

<u>Itemized Costs (estimated or actual):</u>	
Burner Service/Cleaning (Highway Garage)	\$ 850.00
Burner Service/Cleaning (Transfer Station)	\$ 850.00
Air Regulator with water separator	\$ 50.00
Absorbents (Drum top pads, oil dri floor absorbent)	\$ 290.00
Drum Strap	\$ 102.00
Spill Containment Pallet (1)	\$ 260.00
Hour Meter for Highway Garage Burner	\$ 30.00
TOTAL:	\$2,432.00

Exhibit C attachment-1

Standard Form Certificate of Authorization: Town/City of Northfield

I, Cindy L. Cavency, Town/City Clerk of Northfield, New Hampshire,
Printed Name of Town/City Clerk *Town/City*

hereby certify that on January 21, 2014, the Board of Selectmen/Alderman voted to
Date of Town/City Meeting

authorize Johnny VanTassel to sign contracts on behalf of the Town with respect to
Printed Name of Grantee Signor

grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.

Cindy L. Cavency
Signature of Town/City Clerk

01/24/2014
Date

Cindy L. Cavency, Town/City Clerk
Printed Name of Town/City Clerk

Notarization

State of New Hampshire, County of Merimack, On January 24, 2014, before me,
County *Date*

Vicki L. Hussman, the undersigned officer, personally appeared Cindy L. Cavency
Printed Name of Notary Public or J.P. *Printed Name of Clerk*

who acknowledged herself/himself to be the Town/City Clerk of the Town/City of

Northfield, New Hampshire, and that she/he, Town Clerk 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.

Vicki L. Hussman
Signature of Notary Public or Justice of the Peace

(affix seal)

VICKI L. HUSSMAN, Notary Public
State of New Hampshire
Commission Expires: ~~my Commission Expires~~ Feb. 22, 2017



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town Of Northfield 21 Summer Street Northfield, NH 03276	<i>Member Number:</i> 258	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			General Aggregate	\$ 5,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	\$
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	\$
<input checked="" type="checkbox"/>	Automobile Liability			7/1/2013	7/1/2014
	Deductible Comp and Coll: \$1,000	Aggregate	\$5,000,000		
<input type="checkbox"/>	Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2013	7/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 1/29/2014 tdenver@nhprimex.org
State of NH Dept of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

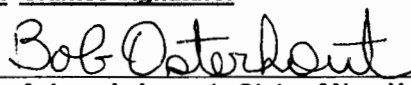
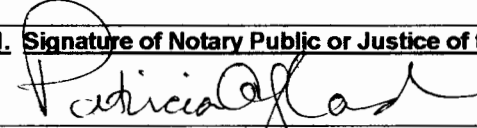
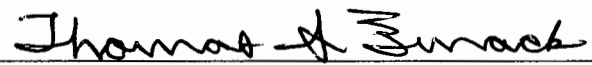

GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

General Provisions

1. Identification and Definitions.

1.1. State Agency Name: NH Dept. of Environmental Services		1.2. State Agency Address: 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name: Town of Swanzezy		1.4. Grantee Address: Town of Swanzezy P.O. Box 10009, Swanzezy, N.H. 03446	
1.5. Effective Date: Upon G&C Approval	1.6. Completion Date: April 9, 2015	1.7. Audit Date: N/A	1.8. Grant Limitation: \$ 2,000
1.9. Grant Officer for State Agency: Tim Noury, Waste Management Specialist NH Dept. of Environmental Services		1.10. State Agency Telephone No.: (603) 271 - 6424	
1.11. Grantee Signature: 		1.12. Name & Title of Grantee Signor: Bob Osterhout, Solid Waste Manager	
1.13. Acknowledgment: State of New Hampshire, County of Cheshire, on <u>3 JULY, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. <div style="text-align: right; margin-top: 10px;"> commission expires <u>10/17/2017</u> </div>			
1.13.1. Signature of Notary Public or Justice of the Peace: (seal)  <div style="text-align: right; margin-top: 10px;"> commission expires <u>10/17/2017</u> </div>			
1.13.2. Name and Title of Notary Public or Justice of the Peace: PATRICIA A. GLAU			
1.14. State Agency Signature(s): 		1.15. Name & Title of State Agency Signor(s): Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
1.16. Approval by Attorney General (Form, Substance & Execution): By:  3-31-14 On: / /			
1.17. Approval by the Governor and Council: By: On: / /			

2. Scope of Work: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:13, I(a), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (The scope of work being hereinafter referred to as "the Project").

1922. 11. 17. 1.

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any

subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. Failure to perform the Project satisfactorily or on schedule; or

11.1.2. Failure to submit any report required hereunder; or

11.1.3. Failure to maintain, or permit access to, the records required hereunder; or

11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on,

resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$1,000,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
Grantee Obligations

- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of Environmental Services (DES). Failure to do so may result in termination of this agreement.

EXHIBIT B
Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by DES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, *Pollution Prevention Section*, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until DES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

EXHIBIT C
Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including DES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

Exhibit A attachment-1 (the Work Plan)

Work Plan for the Town of Swanze

Description:

The Town of Swanze collects Do-It-Yourselfer (DIY) used oil and filters from residents who generate used oil as a household waste when they change their own automotive oil. The Town recycles DIY used oil as heating fuel in their Transfer Station burner (EPA ID# NHD510077084). Swanze is **requesting \$2,000** in grant funds to pay for routine **burner service** and to purchase **absorbents** and **flammable safety cabinets**. *Additional details are provided below.*

Regulatory Reminders

- 1) “DIY used oil” is *only* used oil generated as a household waste when individuals change their own automotive oil.
- 2) Used oil generated from businesses, machine shops, tire shops, repair shops, factories, loggers, saw mills, jobbers, landscapers, contractors, truckers, farmers, and other private/commercial entities *is not* “DIY” used oil and must undergo extensive testing prior to being collected and/or burned. Collectors and/or burners of those types of used oil are obligated to follow the Used Oil Marketer Regulations (Env-Hw 807.09).

**DIY Used Oil Collection Center
Work Plan**

Itemized Costs (estimated):	
Burner Service (RA235 at Transfer Station)	\$ 400.00
Absorbents	\$ 250.00
Flammable Safety Cabinets – 2 ea	\$1,350.00
TOTAL Requested	\$2,000.00

Certificate of Authorization: Swanzey

I, Donna Munson, Town Clerk of Swanzey, New Hampshire, hereby certify that

on 7/16/13, the Board of Selectmen voted to authorize
Date of Meeting

Bob Osterhout to sign contracts on behalf of the Town with respect to
Grantee Signor

grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.

Donna Munson
Signature of Town Clerk

7/26/13
Date

Donna Munson, Swanzey Town Clerk

Notarization

State of New Hampshire, County of Cheshire. On 7/26/13 before me,
Date

Karen Elliott, the undersigned officer, personally appeared
Name of Notary of Public or Justice of Peace

Donna Munson, who acknowledged herself to be the Town Clerk of the Town of
Town Clerk

Swanzey, New Hampshire, and that she, Town Clerk 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.

Karen Elliott (affix seal)
Signature of Notary of Public or Justice of Peace

Commission Expires: _____
KAREN A. ELLIOTT, Notary Public
My Commission Expires October 3, 2017

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: All Members List Attached		Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: State of New Hampshire, Department of Environmental Services is named as Additional Covered Party relative to the Household Hazardous Waste Grant.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<p><i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i></p>		
Certificate Holder: Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.

SURR	Surry Village Charter School
SUSD	SAU #91 - Surry
SUTT	Town of Sutton
SWAI	Swains Lake Village Water
SWAN	Town of Swanzey
TAMW	Town of Tamworth
TEMP	Town of Temple
THOR	Town of Thornton
THOS	Thornton School District
TILT	Town of Tilton
TINO	Tilton-Northfield Fire Dept
TINW	Tilton-Northfield Water District d/b/a Tilton & Northfield Aqueduct Company, Inc.
TROY	Town of Troy
TRRG	Troy Redevelopment Group, Inc.
TRYS	Troy Water & Sewer
UNIT	Town of Unity
UVLS	Upper Valley Lake Sunapee RPC
VLAC	Virtual Learning Academy Charter School
VLBH	Village of Little Boar's Head
WAKE	Town of Wakefield
WAKS	Wakefield School District
WALP	Town of Walpole
WAPF	Walpole Fire District
WARN	Town of Warner
WARO	Warner Village Water District
WARR	Town of Warren
WASS	Washington School District
WATS	Waterville Valley School District
WATV	Waterville Estates Village District
WDSF	Woodsville Fire District
WDSW	Woodsville Water & Light Dept
WEBS	Town of Webster
WENS	Wentworth School District
WENT	Town of Wentworth
WESS	Westmoreland School District
WEST	Town of Westmoreland
WESU	West Ossipee Fire Precinct
WHIT	Town of Whitefield
WILL	Wilton Public & Gregg Library
WILM	Town of Wilmot
WILT	Town of Wilton
WILY	Wilton-Lyndeborough Youth Center
WINB	SAU #94 - Winchester
WINC	Town of Winchester
WINS	Town of Windsor
WISD	Windsor School District

