



The State of New Hampshire  
**Department of Environmental Services**



**Clark B. Freise, Assistant Commissioner**

June 5, 2017

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a grant agreement with the Town of Amherst (177351-B002) totaling \$1,447 for the purposes of used oil collections, effective upon G&C approval through June 21, 2018. 100% Hazardous Waste Cleanup Funds.

Funding is available in the account as follows.

	<u>FY 2017</u>
03-44-44-440010-5923-073-500580	\$1,447
Dept. of Environmental Services, Hazardous Waste Cleanup Funds, Grants-Non Federal	

**EXPLANATION**

This grant award, while less than the \$25,000 threshold, requires G&C approval as the Town of Amherst has already received funds in excess of the threshold for this fiscal year. 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.

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.

We respectfully request your approval.

  
Clark B. Freise  
Assistant Commissioner

Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-A

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Town of Amherst		<b>1.4 Grantee Address</b> 22 Dodge Rd., Amherst NH	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion</b> By June 21, 2018 June 21, 2017	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$1,447
<b>1.9 Grant Officer for State Agency</b> Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> 603-271-2047	
<b>1.11 Grantee Signature</b> <i>Bruce W. Berry</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> <i>Bruce W. Berry Director DPW</i>	
<p><b>1.13 Acknowledgment:</b> State of New Hampshire, County of _____          On <u>5/11/2017</u> before the undersigned officer, personally appeared the person identified in block 1.12.,          or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he          executed this document in the capacity indicated in block 1.12.</p>			
<p>Signature of Notary Public or Justice of the Peace    <i>Carl P. Stort</i></p>			
<p>Name &amp; Title of Notary Public or Justice of the Peace  <i>Carl P. Stort, Notary</i></p>			
<b>1.14 State Agency Signature(s)</b> <i>Clark B. Freise</i>		<b>1.15 Name/Title of State Agency Signor(s)</b> for Clark B. Freise, Assistant Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>			
By: <i>Chloe M. Ari</i>		Attorney, On: <i>6/6/17</i>	
<b>1.17 Approval by the Governor and Council</b>			
By:		On: / /	

2. SCOPE OF WORK. In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in

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block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, 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 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, compensation 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 or 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 such 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 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.

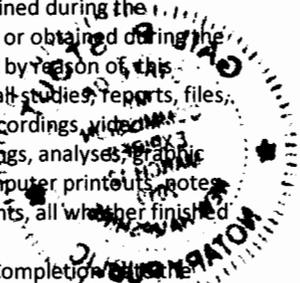
9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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



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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 interests 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 of 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 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

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policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice 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.

Initials: RB  
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**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.

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Date: 1/12/17

**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").

Initials: RB  
Date: 5/20/12

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**SECTION III ( 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.

Line Item (Service or Product)	Cost
Complete service & Cleaning of the waste oil heater Model RA235	220.00
Air Filter, Vilton o-ring, Suntec Pump Casket, Lenz Replacement Filter	50.00
Complete service & Cleaning of the waste oil heater Model RA235	349.00
Lenz Replacement Filter	24.50
Complete service & Cleaning of Reznor Waste Oil Heater Model RA-235	495.00
Fuel Line Assembly	138.50
Oil Pump Suntec	148.50
Chamber door Gasket	15.00
Vilton O-Ring	6.50

**Total Estimated Cost**

1,447.00
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**SECTION IV (AUTHORIZATION)**

I certify that, to the best of my knowledge, all of the foregoing information is complete and accurate.

\_\_\_\_\_  
(Signature of Authorized Person from Section I.) (Date)

\_\_\_\_\_  
(Print Name and Title of Authorized Person)

**Mail application to:**

NH Dept. of Environmental Services  
Pollution Prevention Section  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

**Please contact us with any questions you may have:**

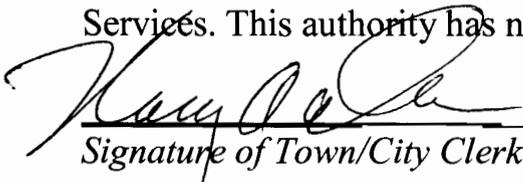
Telephone: (603) 271-2047  
E-mail: UsedOilGrants@des.nh.gov

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**Standard Certificate of Authorization: Town/City of Amherst**

I, Nancy A. Demers Town/City Clerk of Amherst, New Hampshire, hereby certify that on March 14, 2011, the Board of Selectmen/Aldermen voted to authorize Bruce W. Berry to sign contracts on behalf of the Town with respect to Grant contracts with the New Hampshire Department of Environmental Services. This authority has not been amended or annulled.

  
\_\_\_\_\_  
*Signature of Town/City Clerk*

6/2/17  
\_\_\_\_\_  
*Date*

Nancy A. Demers, Amherst Town Clerk

*Printed Name of Town/City Clerk*

**Notarization**

State of New Hampshire, County of Hillsborough. On March 15, 2011

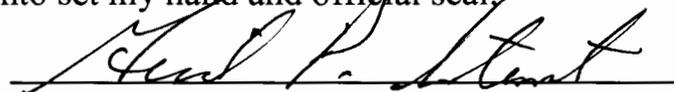
before me, Gail P. Stout, the undersigned officer, personally appeared  
*Printed Name of Notary Public or J.P.*

Nancy A. Demers, who acknowledged herself/himself to be the Town/City Clerk of  
*Town/City Clerk*

the Town/City of Amherst, New Hampshire, and that she/he, Town/City 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*

Commission Expires: 3/12/19





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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 Amherst 2 Main Street PO Box 960 Amherst, NH 03031	<i>Member Number:</i> 106	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2016  7/1/2017	7/1/2017  7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Tammy Deaver</i>
State of New Hampshire Dept. of Environmental Services 29 Hazen Drive Concord NH 03302-0095			Date: 6/5/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of Amherst 2 Main Street PO Box 960 Amherst, NH 03031	<b>Member Number:</b> 106	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)	Limits
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence    \$ 1,000,000
			General Aggregate    \$ 2,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)  Aggregate
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory
			<input type="checkbox"/> Each Accident
			<input type="checkbox"/> Disease - Each Employee
			<input type="checkbox"/> Disease - Policy Limit
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)

**Description:** In regards to the Grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

<b>CERTIFICATE HOLDER:</b>	<b>X</b>	Additional Covered Party	Loss Payee	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302				<b>By:</b> <i>Tammy Denver</i>
				<b>Date:</b> 3/3/2017    tdenver@nhprimex.org
				Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax