



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

38  
*Reed*

**Thomas S. Burack, Commissioner**

January 13, 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 \$3,500 for the purposes of used oil collections, effective upon Governor & Council approval through February 1, 2015. 100% Hazardous Waste Cleanup Funds.

Vendor Name	Location	Vendor #	Grant Amount
Town of Carroll	Carroll, NH	154825-B001	\$1,000
Town of Lancaster	Lancaster, NH	177421-B001	\$2,500

Funding is available in the account as follows.

03-44-44-440010-5392-073-500580	<u>FY 2014</u>
Dept. of Environmental Services, Hazardous Waste Cleanup Funds, Grants-Non Federal	\$3,500

**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.

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*  
 Thomas S. Burack  
 Commissioner

DEC 03 2012

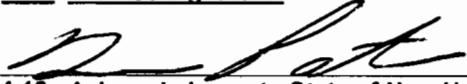
# GRANT AGREEMENT

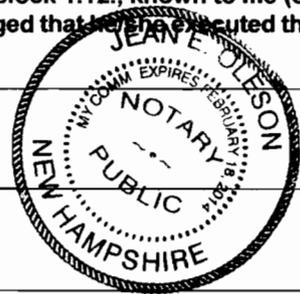
Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

## General Provisions

### 1. Identification and Definitions.

<b>1.1. State Agency Name:</b> NH Dept. of Environmental Services		<b>1.2. State Agency Address:</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3. Grantee Name:</b> Town of Lancaster		<b>1.4. Grantee Address:</b> Town of Lancaster, 25 Main Street, Lancaster, N.H. 03584	
<b>1.5. Effective Date:</b> Upon G&C Approval	<b>1.6. Completion Date:</b> 02/01/2015	<b>1.7. Audit Date:</b> N/A	<b>1.8. Grant Limitation:</b> "2,500."
<b>1.9. Grant Officer for State Agency:</b> Dean F. Robinson II, Used Oil Grant Coordinator NH Department of Environmental Services		<b>1.10. State Agency Telephone No.:</b> (603) 271-2047	
<b>1.11. Grantee Signature:</b> 		<b>1.12. Name &amp; Title of Grantee Signor:</b> Dennis Patnoe, Transfer Station Supervisor	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Coos, on <u>November 29, 2012</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 executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace:</b> (seal) 			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace:</b> JEAN E. OLESON NOTARY PUBLIC			
<b>1.14. State Agency Signature(s):</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s):</b> Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
<b>1.16. Approval by Attorney General (Form, Substance &amp; Execution):</b> By:  On: 1/31/14			
<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 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

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 Lancaster**

**Description:**

The Town of Lancaster Transfer Station 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 Town recycles DIY used oil as heating fuel in their Transfer Station space heater (#NHD510166895). Lancaster is **requesting \$2,500.00** in grant funds to purchase a 330 gallon **storage tank and absorbents**. Additional details are provided below.

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**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).
- 3) When replacing a used oil tank, please be reminded that the tank must be properly drained *and* cleaned. If the tank is sent off-site then note that it can only be delivered to a facility authorized/permited to receive it. Please contact the NH DES Solid Waste Bureau with questions relative to permitted scrap metal facilities (*telephone 603-271-2925 or e-mail to: solidwasteinfor@des.nh.gov*).

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**DiY Used Oil Collection Center**  
**Work Plan**

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**Itemized Costs (estimated or actual):**

<b>Tank (330 gallon workbench style storage tank)</b>	<b>\$2,245.00</b>
<b>Absorbents</b>	<b>\$255.00</b>
<b>TOTAL:</b>	<b>\$2,500.00</b>

**Certificate of Authorization: Lancaster**

I, Jean E. Oleson, Town Clerk of Lancaster, New Hampshire, hereby certify that  
on July 6, 2009, the Board of Selectmen voted to authorize  
*Date of Meeting*

Dennis Patnoe 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.

Jean E. Oleson  
*Signature of Town Clerk*

12/7/2012  
*Date*

Jean E. Oleson, Lancaster Town Clerk

**Notarization**

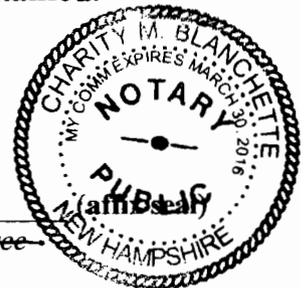
State of New Hampshire, County of Coos. On 12/7/12 before me,  
*Date*

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

Jean E. Oleson, who acknowledged herself to be the Town Clerk of the  
Town of Lancaster, 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.

Charity Blanchette  
*Signature of Notary Public or Justice of the Peace*



12/7/2012

Commission Expiration Date: 3/30/2016

## 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.

<b>Participating Member:</b> <i>All Members List Attached</i>		<b>Companies Affording Coverage (the "Companies"):</b> 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)	<b>Limits</b> (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 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
<b>Description: State of New Hampshire, Department of Environmental Services is named as Additional Covered Party relative to the Household Hazardous Waste Grant.</b>				

**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"/> <b>Additional Covered Party</b>	<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>
<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>		
<b>Certificate Holder:</b>  State of New Hampshire Dean F. Robinson II, Coordinator Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	<b>Companies</b>  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

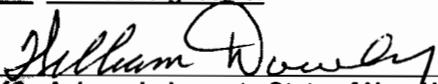
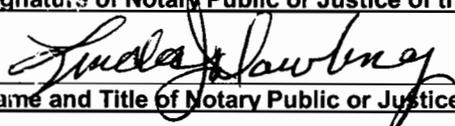
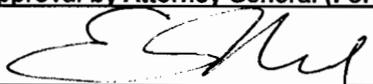
# GRANT AGREEMENT

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.

<b>1.1. State Agency Name:</b> NH Dept. of Environmental Services		<b>1.2. State Agency Address:</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3. Grantee Name:</b> Town of Carroll		<b>1.4. Grantee Address:</b> Town of Carroll P.O. Box 146, Twin Mt, 92 School St., Carroll, NH 03595	
<b>1.5. Effective Date:</b> Upon G&C Approval	<b>1.6. Completion Date:</b> 02/01/2015	<b>1.7. Audit Date:</b> N/A	<b>1.8. Grant Limitation:</b> \$1,000.00
<b>1.9. Grant Officer for State Agency:</b> Dean F. Robinson II, Used Oil Grant Coordinator NH Department of Environmental Services		<b>1.10. State Agency Telephone No.:</b> (603) 271 - 2047	
<b>1.11. Grantee Signature:</b> 		<b>1.12. Name &amp; Title of Grantee Signor:</b> William Dowling, Facility Manager	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Coos, on <u>December 7, 2012</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace:</b> (seal)  MY COMMISSION EXPIRES NOVEMBER 14, 2017			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace:</b> Linda J. Dowling (Notary Public / J.P.)			
<b>1.14. State Agency Signature(s):</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s):</b> Thomas S. Burack, Commissioner NH Dept. of Environmental Services	
<b>1.16. Approval by Attorney General (Form, Substance &amp; Execution):</b> By:  On: 1/13/14			
<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 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

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 \$1,000.00**, 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 Carroll**

**Description:**

The Town of Carroll Transfer Station 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 Town recycles DIY used oil as heating fuel in their Transfer Station space heater (#NHD510190697). Carroll is **requesting \$1,000.00** in grant funds to purchase a **safety-funnel** and to pay for routine **burner service**. Additional details are provided below.

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**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).

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**DiY Used Oil Collection Center  
Work Plan**

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**Itemized Costs (estimated or actual):**

<b>Funnel</b> ( <i>New Pig burpless, sealable, threaded steel-drum funnel; includes freight; funnel will be used for DIY used oil</i> ).	\$372.00
<b>Burner Service / Cleanings</b>	\$628.00
<b>TOTAL:</b>	<b>\$1,000.00</b>

**Certificate of Authorization: Carroll**

I, Rebecca J. Pederson, Town Clerk of Carroll, New Hampshire, hereby certify that

on March 7, 2005, the Board of Selectmen voted to authorize  
*Date of Meeting*

William Dowling 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.

  
\_\_\_\_\_  
*Signature of Town Clerk*

Dec 3, 2012  
\_\_\_\_\_  
*Date*

Rebecca J. Pederson, Carroll Town Clerk

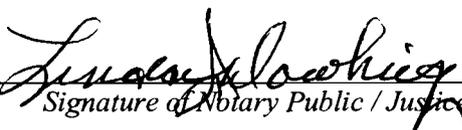
**Notarization**

State of New Hampshire, County of Coos. On December 3, 2012 before me,  
*Date*

Linda J. Dowling, the undersigned officer, personally appeared  
*Notary Public / J.P.*

Rebecca J. Pederson, who acknowledged herself to be the Town Clerk of the  
Town of Carroll, 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 / Justice of the Peace* (affix seal)

Commission Expiration Date: \_\_\_\_\_ **MY COMMISSION EXPIRES  
NOVEMBER 14, 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.

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> 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		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>	
<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 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
<b>Description: State of New Hampshire, Department of Environmental Services is named as Additional Covered Party relative to the Household Hazardous Waste Grant.</b>				

**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.*		
<b>Certificate Holder:</b> State of New Hampshire Dean F. Robinson II, Coordinator Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	<b>Companies</b> 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.

Property Liability Members as of July 1, 2013 - June 30, 2014

Member ID	Member Name
ACSC	Academy for Science & Design
ACWO	Town of Acworth
ALBA	Town of Albany
ALEX	Town of Alexandria
ALLE	Town of Allenstown
ALLS	Allenstown School District
ALTO	Town of Alton
ANDO	Town of Andover
ANTR	Town of Antrim
ASPD	Ashuelot Pond Dam Village District
ATKI	Town of Atkinson
AVRR	Androscoggin Valley Regional RDD
BARN	Town of Barnstead
BARP	SAU #86 - Barnstead
BARR	Town of Barrington
BART	Town of Bartlett
BARV	Bartlett Village Water Precinct
BARW	Bartlett-Jackson Ambulance
BATH	Town of Bath
BCCD	Belknap County Conservation Dist
BCEP	BCEP Solid Waste
BENN	Town of Bennington
BENT	Town of Benton
BETH	Town of Bethlehem
BETV	Bethlehem Village District
BIRC	The Birches Academy
BRAD	Town of Bradford
BREN	Town of Brentwood
BRES	Brentwood School District
BROK	Town of Brookfield
BROL	Town of Brookline
BROS	Brookline School District
CAMS	Campton School District
CAMT	Campton Thornton Fire Dept
CAMV	Campton Village Precinct
CANT	Town of Canterbury
CAPM	Capital Area Fire Mutual Aid
CART	Town of Carroll
CEHA	Town of Center Harbor
CENO	Center Ossipee Fire Precinct
CENS	Central NH Special Operations Unit
CHAR	Town of Charlestown
CHAT	Town of Chatham
CHES	Town of Chester
CHET	Town of Chesterfield
CHFI	Chesterfield Fire Precinct