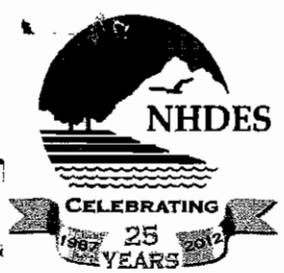


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The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Celebrating 25 Years of Protecting  
New Hampshire's Environment*

November 20, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to award grants totaling \$10,000.00 to the following municipalities for the purpose of used oil collections, effective upon Governor and Council approval through December 5, 2013. 100% Hazardous Waste Cleanup Funds.

<u>Grantee</u>	<u>Vendor #</u>	<u>Grant Amount</u>
Town of Bennington	160075-B001	\$2,500.00
Town of Greenfield	177226-B002	\$2,500.00
Town of Hollis	177410-B001	\$2,500.00
Town of Northfield	177453-B002	\$2,500.00
	Total:	\$10,000.00

Funding is available in the account as follows:

	<u>FY2013</u>
03-44-44-444010-5392-073-500580	\$10,000.00
Dept Environmental Services, Hazardous Waste Cleanup Fund, Grants Non-Federal	

**EXPLANATION**

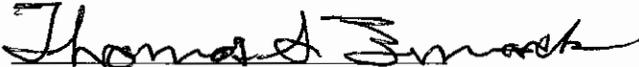
The used oil grant program was established in 1994 under authority of RSA 147-B, to pay for the development, improvement, or operation of used oil collection centers. Political subdivisions, other government entities, non-profit organizations, and private businesses that are registered state motor vehicle inspection 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,

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)  
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
Telephone: (603) 271-3899 • Fax: (603) 271-2181 • TDD Access: Relay NH 1-800-735-2964

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, Commissioner

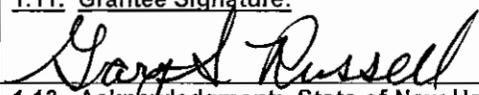
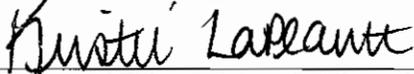
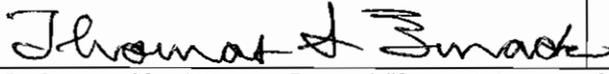
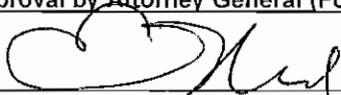
# GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

## General Provisions

### 1. Identification and Definitions.

<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 Bennington		<b>1.4. Grantee Address:</b> Town of Bennington, 7 School St, Unit 101, Bennington, N.H. 03442	
<b>1.5. Effective Date:</b> Upon G&C Approval	<b>1.6. Completion Date:</b> 12-5-13	<b>1.7. Audit Date:</b> N/A	<b>1.8. Grant Limitation:</b> \$2,500.00
<b>1.9. Grant Officer for State Agency:</b> Tim Noury, Waste Management Specialist NH Dept. of Environmental Services		<b>1.10. State Agency Telephone No.:</b> (603) 271 - 6424	
<b>1.11. Grantee Signature:</b> 		<b>1.12. Name &amp; Title of Grantee Signor:</b> Gary S. Russell Road Agent	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough on <u>September 13, 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)  KRISTIE J. LaPLANTE, Notary Public My Commission Expires March 24, 2015			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace:</b> Kristie LaPlante, 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:  (Evan Mulholland, attorney) On: 10/23/2012			
<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 Bennington**

**Description:**

The Town of Bennington 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 is **requesting \$2,500.00 in grant funds to purchase a transfer pump, oil tank, drain rack, containment pallets, and blocks & bond to provide additional containment.** Additional details are provided below.

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**Regulatory Reminders**

1. "DIY used oil" is *only* used oil generated as a household waste when individuals change their *own* automotive oil.
  2. Used oil generated from businesses, automotive 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. In shipping used oil off-site, a notified marketer must be involved in the transaction of oil exchange with the town. In addition, generators are required to retain shipping papers for at least three years (Env-Hw 807.06 (b)(17)).
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**DIY Used Oil Collection Center  
Work Plan**

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

Oil Transfer Pump (HD 115V ac)	\$1,025.00
Oil Tank (275 gallon)	\$389.00
Oil Drain Rack (low profile, 15 gallon, steel)	\$260.00
Cement Blocks (18 blocks, for containment)	\$25.00
Block Bond (2 bags, for containment)	\$17.00
Spill Containment Pallets (2 four-drum units)	\$680.00
Allowance for price changes, freight, or absorbents	\$104.00
<b>TOTAL Requested:</b>	<b>\$2,500.00</b>

**Certificate of Authorization: Bennington**

I, Deborah Belcher, Town Clerk of Bennington, New Hampshire, hereby certify that on August 15, 2012, the Board of Selectmen voted to authorize  
*Date of Meeting*

Gary Russell to sign contracts on behalf of the Town with respect to grant  
*Printed Name of Grantee Signor*

contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.

Debra Belcher  
*Signature of Town Clerk*

9-13-12  
*Date*

Deborah Belcher, Bennington Town Clerk

**Notarization**

State of New Hampshire, County of Hillsborough. On Sept 13, 2012 before me,  
*Date*

Kristie LaPlante, the undersigned officer, personally appeared  
*Printed Name of Notary Public or Justice of the Peace*

Deborah Belcher, who acknowledged herself to be the Town Clerk of the Town of Bennington, 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.

Kristie LaPlante  
*Signature of Notary Public or Justice of the Peace*

KRISTIE J. LaPLANTE, Notary Public  
My Commission Expires March 24, 2015  
(affix seal)

Commission Expires: KRISTIE J. LaPLANTE, Notary Public  
My Commission Expires March 24, 2015

### 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> Member Number:	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</b> (mm/dd/yy)	<b>Expiration Date</b> (mm/dd/yy)	<b>Limits</b> (subject to applicable NH statutory limits)
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$5,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (any one person) \$ Products - Comp/Op Agg \$ Fire Damage (each fire) \$
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (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 _____	7/1/2012	6/30/2013	Each Occurrence \$5,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> <b>Excess Liability</b>			Each Occurrence \$ N/A Aggregate \$ N/A
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> <b>Workers Compensation (Coverage A)</b> 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:</b> Proof of Coverage relative to the DES used Oil Grant Program.			

**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>	
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 Department of Environmental Services ATTN: Tim Noury 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2012</u>	Please direct inquiries to:  Debra A. Lewis 603.226.4481

\*Terms in quotes are defined in the Member Agreement.

NH Local Government Center - Property Liability Trust  
 Membership as of July 1, 2012

Member Name
Academy for Science & Design
Allenstown School District
Androscoggin Valley Regional Refuse Disposal District
Ashuelot Pond Dam Village District
Bartlett Village Water Precinct
Bartlett-Jackson Ambulance
BCEP Solid Waste
Beebe River Village District
Belknap County Conservation District
Belmont Sewer
Bethlehem Village District
Birches Academy Charter School
Brentwood School District
Brookline School District
Campton School District
Campton Thornton Fire Department
Campton Village Precinct
Capital Area Fire Mutual Aid
Center Ossipee Fire Precinct
Central NH Special Operations Unit
Chesterfield Fire Precinct
Chesterfield School District
Chichester School District
City of Dover
City of Franklin
City of Lebanon
City of Portsmouth
City of Rochester
Colebrook Village Fire Precinct
Concord Regional Solid Waste
Contoocook Village Precinct
Conway Village Fire District
Copple Crown Village District
Croydon School District
Deerfield School District
Dunbarton School District
East Kingston School District
Economic Corporation of Newport
Ellsworth School District
Emerald Lake Village District
Epsom School District
Epsom Village District
Exeter Region Cooperative
Exeter School District
Fitzwilliam Village Water District
Goffstown School District

Goffstown Sewer Commission
Goffstown Village Precinct
Grafton County Conservation District
Granite Lake Village District
Grasmere Village Water Precinct
Great Bay eLearning Charter
Greater Derry-Salem Cooperative
Greenville Estates Village District
Groveton Village Precinct
Gunstock Acres Village Water District
Harrisville School District
Haverhill Corner Precinct
Hillsboro-Deering School District
Holderness School District
Hollis School District
Hollis-Brookline Cooperative
Hopkinton Village Precinct
Howe Library
Jackson Water Precinct
Kearsarge Lighting Precinct
Keene School District
Kensington School District
Lake Todd Village District
Lakes Region Mutual Fire Aid
Lamprey Regional Cooperative
Ledyard Charter School
Littleton Water and Light
Lochmere Village District
Lower Bartlett Water Precinct
Making Community Connections Charter School
Marlborough School District
Marlow School District
Meriden Village Water Precinct
Meriden Volunteer Fire Department
MidWest NH Hazmat Mutual Aid District
Milford Area Communications
Mills Falls Charter School
Milton Water District
Mountain Lakes District
Nelson School District
New Boston School District
New Hampton Village Precinct
New London Springfield Water Precinct
Newfields School District
Newmarket Community Development Corporation
Newport School District
NH Association of Counties

NH Municipal Bond Bank
NH School Boards Association
North Conway Water Precinct
North Country Charter Academy
North Country Council
North Country Emergency Response Team
North Haverhill Water & Light
North Swanzey Water & Fire Precinct
North Walpole Village District
Orford Village District
PACE Career Academy Charter School
Pembroke School District
Pembroke Water Works
Pemi-Baker School District
Penacook Boscawen Water Precinct
Penacook Civil Defense Rescue
Pillsbury Lake Village District
Plymouth School District
Plymouth Village Water & Sewer
Polaris Charter School
Regional Services & Education
Rollinsford School District
Rollinsford Water & Sewer District
Rumney School District
Rye Beach Village District
Rye Water District
Sanbornville Water Precinct
SAU #04 - Newfound Area
SAU #09 - Conway
SAU #12 - Londonderry
SAU #20 - Gorham
SAU #33 - Raymond
SAU #60 - Fall Mountain
SAU #61 - Farmington
SAU #66 - Hopkinton
SAU #71 - Goshen-Lempster
SAU #85 - Sunapee
SAU #86 - Barnstead
SAU #88 - Lebanon
SAU #91 - Surry
SAU #92 - Hinsdale
SAU #93 - Monadnock Regional
SAU #94 - Winchester
Seabrook Beach Village Precinct
Seacoast Chief Fire Officers' Mutual Aid District
Seacoast Emergency Response Team
Seacoast Learning Collaborative

Somersworth School District
Souhegan Regional Landfill District
Southeast Regional Refuse Disposal
Southeastern NH Hazardous Materials Mutual Aid District
Southern NH Planning Commission
Southern NH Special Operations Unit
Spofford Fire District
Stafford Regional Planning
Stratham School District
Strong Foundations Charter School
Surry Village Charter School
Swains Lake Village Water
SWNH Fire Mutual Aid
Thornton School District
Tilton-Northfield Fire Department
Town of Acworth
Town of Albany
Town of Alexandria
Town of Allenstown
Town of Alton
Town of Andover
Town of Antrim
Town of Atkinson
Town of Barnstead
Town of Barrington
Town of Bartlett
Town of Bath
Town of Bennington
Town of Benton
Town of Bethlehem
Town of Bradford
Town of Brentwood
Town of Brookfield
Town of Brookline
Town of Campton
Town of Canterbury
Town of Carroll
Town of Center Harbor
Town of Charlestown
Town of Chatham
Town of Chester
Town of Chesterfield
Town of Chichester
Town of Clarksville
Town of Colebrook
Town of Columbia
Town of Conway



Town of Cornish  
Town of Dalton  
Town of Danbury  
Town of Danville  
Town of Deerfield  
Town of Deering  
Town of Dorchester  
Town of Dublin  
Town of Dunbarton  
Town of East Kingston  
Town of Easton  
Town of Eaton  
Town of Effingham  
Town of Enfield  
Town of Epping  
Town of Epsom  
Town of Errol  
Town of Fitzwilliam  
Town of Fremont  
Town of Gilmanton  
Town of Goffstown  
Town of Goshen  
Town of Grafton  
Town of Greenland  
Town of Greenville  
Town of Groton  
Town of Hampstead  
Town of Hampton  
Town of Hancock  
Town of Hanover  
Town of Hart's Location  
Town of Hebron  
Town of Hill  
Town of Hillsborough  
Town of Hooksett  
Town of Hopkinton  
Town of Hudson  
Town of Jackson  
Town of Jefferson  
Town of Kensington  
Town of Lancaster  
Town of Landaff  
Town of Lee  
Town of Lempster  
Town of Lisbon  
Town of Litchfield  
Town of Littleton

Town of Loudon  
Town of Lyman  
Town of Lyme  
Town of Lyndeborough  
Town of Madbury  
Town of Madison  
Town of Marlborough  
Town of Marlow  
Town of Mason  
Town of Middleton  
Town of Milan  
Town of Mont Vernon  
Town of Nelson  
Town of New Boston  
Town of New Castle  
Town of New Hampton  
Town of New Ipswich  
Town of New London  
Town of Newbury  
Town of Newington  
Town of Newmarket  
Town of Newton  
Town of Nottingham  
Town of Orange  
Town of Ossipee  
Town of Pelham  
Town of Pembroke  
Town of Piermont  
Town of Pittsburg  
Town of Pittsfield  
Town of Plaistow  
Town of Plymouth  
Town of Randolph  
Town of Richmond  
Town of Rollinsford  
Town of Roxbury  
Town of Salisbury  
Town of Sandown  
Town of Seabrook  
Town of Sharon  
Town of Shelburne  
Town of South Hampton  
Town of Springfield  
Town of Stark  
Town of Stewartstown  
Town of Stoddard  
Town of Strafford

Town of Stratford  
Town of Sugar Hill  
Town of Sullivan  
Town of Sunapee  
Town of Sutton  
Town of Swanzey  
Town of Tamworth  
Town of Temple  
Town of Thornton  
Town of Tilton  
Town of Troy  
Town of Wakefield  
Town of Walpole  
Town of Warner  
Town of Warren  
Town of Washington  
Town of Webster  
Town of Wentworth  
Town of Westmoreland  
Town of Whitefield  
Town of Wilmot  
Town of Wilton  
Town of Winchester  
Town of Windsor  
Troy Redevelopment Group, Inc  
Troy Water & Sewer  
UVLS Regional Planning Commission  
Village District of Eastman  
Village District of Edelweiss  
Village of Little Boar's Head  
Village of Northwood Ridge Water District  
Virtual Learning Academy  
Walpole Fire District  
Warner Village Water District  
Washington School District  
Waterville Estates Village District  
Waterville Valley School District  
Wentworth School District  
West Ossipee Fire Precinct  
Westmoreland School District  
Wilton Public & Gregg Library  
Wilton-Lyndeborough Youth Center  
Windsor School District  
Woodsville Fire District  
Woodsville Water & Light Department

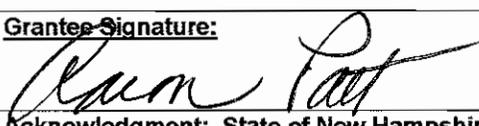
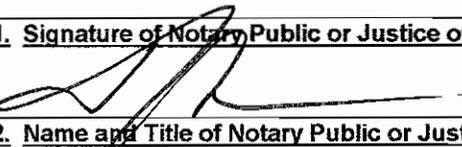
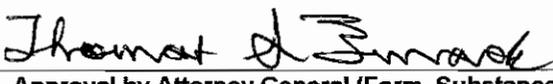
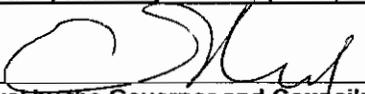
# GRANT AGREEMENT

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 Greenfield		<b>1.4. Grantee Address:</b> P.O. Box 256, Greenfield, N.H. 03047	
<b>1.5. Effective Date:</b> Upon G&C Approval	<b>1.6. Completion Date:</b> 12-5-13	<b>1.7. Audit Date:</b> N/A	<b>1.8. Grant Limitation:</b> \$2,500.00
<b>1.9. Grant Officer for State Agency:</b> Tim Noury, Waste Management Specialist NH Dept. of Environmental Services		<b>1.10. State Agency Telephone No.:</b> (603) 271-6424	
<b>1.11. Grantee Signature:</b> 		<b>1.12. Name &amp; Title of Grantee Signor:</b> AARON PATT Town Administrator	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on <u>6 September 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) 			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace:</b> Edith P. Sleeper, Town Clerk		EDITH P. SLEEPER Justice of the Peace - New Hampshire My Commission Expires July 14, 2015	
<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:  (Evan Mulholland, attorney) On: 10/23/2012			
<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 Greenfield**

**Description:**

The Town of Greenfield collects Do-It-Yourselfer (DIY) used oil from residents who generate used oil as a household waste when they change their own automotive oil. The used oil is recycled as heating fuel in Greenfield's used oil space heater (EPA ID# NHD510003262). The Town is requesting grant funds related to the improvement and/or operation of their DIY used oil collection center. Additional details are provided below.

Regulatory Reminders for Burners

- 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 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**

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

New Pig 240 gallon storage tank for oil collection	\$2,095.00
Furnace repairs and cleanings	\$405.00
<b>TOTAL: \$2,500.00</b>	<b>\$2,500.00</b>

**Certificate of Authorization: Town of Greenfield**

I, Edith Sleeper, Town Clerk of Greenfield, New Hampshire, hereby certify

that on 19 June 2012, the Board of Selectmen voted to authorize  
*Date of Town Meeting*

Aaron Patt to sign contracts on behalf of the Town with respect to grant  
*Printed Name of Grantee Signor*

contracts with the New Hampshire Department of Environmental Services.

This authority ~~has~~ not been amended or annulled.



*Signature of Greenfield Town Clerk*

6 September 2012  
*Date*

Edith Sleeper, Greenfield Town Clerk

**Notarization**

State of New Hampshire, County of Hillsborough. On 9/6/12 before me,  
*Date*

CATHERINE P. SHAW, the undersigned officer, personally appeared  
*Printed Name of Notary Public or Justice of the Peace*

Edith Sleeper, who acknowledged herself to be the Town Clerk of the Town of  
Greenfield, 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.

Catherine P. Shaw (affix seal)  
*Signature of Notary Public or Justice of the Peace*

Commission Expires: CATHERINE P. SHAW, Notary Public  
My Commission Expires June 25, 2013



## 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>		<i>Member Number:</i>	<i>Company Affording Coverage:</i>		
Town Of Greenfield PO Box 256 Greenfield, NH 03047		186	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	<b>Professional Liability (describe)</b>			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b>			Combined Single Limit (Each Accident)	
	Deductible    Comp and Coll: \$1,000			Aggregate	
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2012	7/1/2013	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. For the purpose of Used Oil Grants,

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Rd. PO Box 95 Concord, NH 03302-0095			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 8/31/2012    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

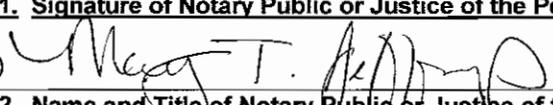
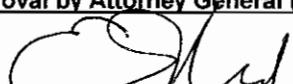
# GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

## General Provisions

### 1. Identification and Definitions.

<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 Hollis		<b>1.4. Grantee Address:</b> 7 Monument Square, Hollis, N.H. 03049	
<b>1.5. Effective Date:</b> Upon G&C Approval	<b>1.6. Completion Date:</b> 12-5-13	<b>1.7. Audit Date:</b> N/A	<b>1.8. Grant Limitation:</b> \$2,500.00
<b>1.9. Grant Officer for State Agency:</b> Tim Noury, Waste Management Specialist NH Dept. of Environmental Services		<b>1.10. State Agency Telephone No.:</b> (603) 271 - 6424	
<b>1.11. Grantee Signature:</b> 		<b>1.12. Name &amp; Title of Grantee Signor:</b> Jeffrey M. Babel, Director of Public Works	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on <u>Sept. 28, 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) 			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace:</b> Mary T. Jeffrey S., Notary Public Exp. 6/2017			
<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:  (Evan Mulholland, attorney) On: 10/23/2012			
<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 Hollis**

**Description:**

The Town of Hollis 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 (#NHD986472090) and/or their Highway Garage space heater (#NHD510188543). Hollis is **requesting \$2,500** in grant funds to **purchase absorbents, a containment system, and signs** related to their used oil program. Funds will also be used to pay for **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**

<b><u>Itemized Costs (estimated):</u></b>	
Secondary Containment System	\$485.00
Absorbents	\$500.00
Signs ( <i>Related to Used Oil and/or Oil Filters; Safety &amp; I.D.</i> )	\$155.00
Burner Service ( <i>Transfer Station</i> )	\$680.00
Burner Service ( <i>Highway Garage</i> )	\$680.00
<b>TOTAL Requested:</b>	<b>\$2,500.00</b>

**Certificate of Authorization: Town of Hollis**

I, Nancy B. Jambard, Town Clerk of Hollis, New Hampshire, hereby certify that on December 17, 2007, the Board of Selectmen voted to authorize Jeffrey M. Babel 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.

Nancy B. Jambard  
*Signature of Town Clerk*

September 28, 2012  
*Date*

Nancy B. Jambard, Hollis Town Clerk

**Notarization**

State of New Hampshire, County of Hillsborough. On 9/28/12 before me, Mary Jeffreys, the undersigned officer, personally appeared

Nancy B. Jambard, who acknowledged herself to be the Town Clerk of the Town of Hollis, 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.

Mary T. Jeffreys (affix seal!)  
*Signature of Notary Public*

**MARY T. JEFFREYS Notary Public**  
**My Commission Expires June 20, 2017**

Commission Expires: \_\_\_\_\_

**CERTIFICATE OF COVERAGE**

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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>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Town Of Hollis 7 Monument Square Hollis, NH 03049	203	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2012	1/1/2013	Each Occurrence	\$ 5,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 5,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	\$
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	\$
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	1/1/2012	1/1/2013	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible Comp and Coll: \$1,000  Any auto			Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	\$
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	1/1/2012	1/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> Tammy Dewar
			<b>Date:</b> 10/10/2012 tdenver@nhprimex.org
NH Dept of Environmental Services PO Box 95 Concord, NH 03302			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-3833 fax

OCT 09 2012

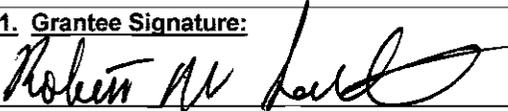
# GRANT AGREEMENT

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 Northfield		<b>1.4. Grantee Address:</b> Town of Northfield, 21 Summer Street, Northfield, N.H. 03276	
<b>1.5. Effective Date:</b> Upon G&C Approval	<b>1.6. Completion Date:</b> 12-5-13	<b>1.7. Audit Date:</b> N/A	<b>1.8. Grant Limitation:</b> \$2,500.00
<b>1.9. Grant Officer for State Agency:</b> Tim Noury, Waste Management Specialist NH Dept. of Environmental Services		<b>1.10. State Agency Telephone No.:</b> (603) 271 - 6424	
<b>1.11. Grantee Signature:</b> 		<b>1.12. Name &amp; Title of Grantee Signor:</b> Robert W. Southworth, Highway Supervisor	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Merrimack, on <u>October 4, 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) 			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace:</b> CINDY L. CAENEY, Notary Public My Commission Expires Dec. 11, 2012 Cindy L. Caveney, 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:  (Evan Mulholland, attorney) On: 12/3/2012			
<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 Northfield

#### Description:

The Town of Northfield collects Do-It-Yourselfer (DIY) used oil from residents who generate used oil as a household waste when they change their own automotive oil. DIY used oil is recycled for energy recovery in space heaters located at the Highway Garage and at the Transfer Station (EPA ID#s NHD510126683 & NHD986482933). Both heaters are fueled, in whole or in part, by DIY used oil. The Town is **requesting \$2,500.00** in grant funds to purchase a **transfer pump, containment pallets, absorbents, and a drum-strap**. Funds will also be used to offset costs associated with **burner servicings / cleanings**.

Additional details are provided below.

#### Regulatory Reminders

- 1) "DIY used oil" is only used oil which is generated as a household waste when individuals change their own automotive oil.
- 2) Used oil generated from businesses, machine shops, tire shops, repair shops, factories, loggers, saw mills, jobbers, landscapers, contractors, truckers, farmers, and other private/commercial entities *is not* "DIY" used oil and must undergo extensive testing prior to being collected and/or burned. Collectors and/or burners of those types of used oil are obligated to follow the Used Oil Marketer Regulations (Env-Hw 807.09).
- 3) The Town of Northfield can self transport DIY used oil from their Transfer Station to their Highway Garage, for the purpose of burning for energy recovery under Env-Hw 807.10, when the maximum amount per trip does not exceed 110 gallons and when a bill of lading is used to track the shipment (Env-Hw 807.07 (a-c) & Env-Hw 807.06 (b)(13)).

### **DIY Used Oil Collection Center Work Plan**

#### Itemized Costs (estimated):

Spill Containment Pallets ( <i>two 2-drum units</i> )	\$508.00
Oil Transfer Pump	\$397.00
Burner Service/Cleanings ( <i>Highway Garage Burner</i> )	\$750.00
Burner Service/Cleanings ( <i>Transfer Station Burner</i> )	\$750.00
Drum Strap ( <i>safety device related to movement of drums</i> )	\$55.00
Absorbents ( <i>1-case eversoak drum-top pads</i> )	\$40.00
<b>Total Requested:</b>	<b>\$2,500.00</b>

Exhibit C attachment-1

Standard Form Certificate of Authorization: Town/City of

Northfield

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

hereby certify that on 09/25/2012, the Board of Selectmen/Aldermen voted to  
Date of Town/City Meeting

authorize Robert W. Southworth to sign contracts on behalf of the Town with respect to  
Printed Name of Grantee Signor

grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.

Cindy L. Caveney  
Signature of Town/City Clerk

9/27/2012  
Date

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

Notarization

State of New Hampshire, County of Merrimack, On 9/27/2012, before me,  
County Date

Glenn F. Smith, the undersigned officer, personally appeared Cindy L. Caveney,  
Printed Name of Notary Public or J.P. Printed Name of Clerk

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

Northfield, New Hampshire, and that she/he, Town Clerk being authorized to do so,

executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Glenn F. Smith  
Signature of Notary Public or Justice of the Peace

(affix seal)

Commission Expires: \_\_\_\_\_  
GLENN F. SMITH  
NOTARY PUBLIC - NH  
MY COMMISSION EXPIRES SEPT 3, 2013



## 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 Northfield 21 Summer Street Northfield, NH 03276	<i>Member Number:</i> 258	<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 checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2012	7/1/2013	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2012	7/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  <b>By:</b> <i>Tammy Denver</i> <b>Date:</b> 9/20/2012    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-3833 fax
NH Dept of Environmental Services Attn: Tim Noury PO Box 95 Concord, NH 03302			