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



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**Robert R. Scott, Commissioner**

November 26, 2025

JAN 07 2026

Her Excellency, Governor Kelly A. Ayotte  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the City of Manchester, NH (177433-B004) totaling \$2,500.00 for the purpose of used oil collections, effective upon Governor & Council approval through July 31, 2026. 100% Hazardous Waste Cleanup Funds.

Funding is available in the account as follows.

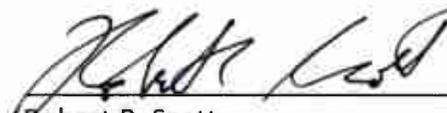
	<u>FY 2026</u>
03-44-44-444010-5392-073-500580	\$2,500.00
Dept. of Environmental Services, Hazardous Waste Cleanup Fund, Grants- Non-Federal	

**EXPLANATION**

The used oil grant program was established in 1994 under authority of RSA 147-B, to pay for the development, improvement, or operation of used oil collection centers. Political subdivisions, other government entities, non-profit organizations, and private businesses that are registered state motor vehicle inspections stations, are eligible for not-to-exceed annual grants of \$2,500. The purpose of the used oil grant program is to encourage proper handling, recycling, and sound disposal practices for this common waste material. If used oil is disposed in drains, on the ground, or with municipal solid waste, adverse impacts to surface water and groundwater may result. In a typical year, approximately 200,000 gallons of used oil are collected at established grant-assisted centers. Grants are awarded on a "first-come, first-serve" basis. This grant award, while less than the \$10,000 threshold, requires G&C approval as the City of Manchester has already received funds in excess of the threshold for this fiscal year.

In the event that other funds become no longer available, General funds will not be requested to support the project. This agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

  
Robert R. Scott,  
Commissioner

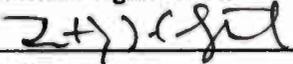
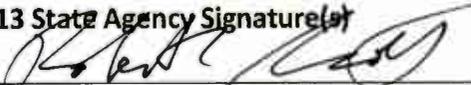
[www.des.nh.gov](http://www.des.nh.gov)

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095  
Telephone: (603) 271-2942 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

GRANT AGREEMENT

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> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3. Grantee Name</b> City of Manchester		<b>1.4. Grantee Address</b> 475 Valley Street, Manchester, NH 03013	
<b>1.5. Grantee Phone #</b> 603-792-5306	<b>1.6. Account Number</b> 03-44-44-444010-5392-073-500580	<b>1.7. Completion Date</b> July 31, 2026	<b>1.8. Grant Limitation</b> \$2,500.00
<b>1.9. Grant Officer for State Agency</b> Andrew Gould		<b>1.10. State Agency Telephone Number</b> 603-271-6424	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> TIMOTHY J. CLOUGHERTY, DIRECTOR	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 12/16/2025	
<b>1.16. Approval by Governor and Council (if applicable)</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"), 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 B (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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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, paper, 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. 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 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
- 11.2.3 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. 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.
- 12.2. 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 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.
- 12.3. 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. CONFLICT OF INTEREST. No officer, member of 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. **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.
- 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 B without the prior written consent of the State.
- 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.
- INSURANCE.**  
The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
- 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 of 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.
- 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.
- 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, if required or by the signing State Agency.
- 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.
- 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.
- 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.
- SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**Special Terms and Conditions**

- 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 NHDES, 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) NHDES 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 NHDES 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 B**  
**Scope of Services**

- 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 (NHDES). Failure to do so may result in termination of this agreement.

**EXHIBIT C**  
**Price and Payments**

- 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 NHDES. The payment of funds to the Grantee shall not be construed as a waiver by NHDES 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 NHDES, **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 NHDES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

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**SECTION III (WORK PLAN)**

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

Line Item (Service or Product)	Cost
New 250 gallon capacity waste oil tank/Drums we have are getting weak	\$3,190

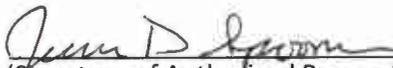
**Total Estimated Cost**  

\$3,190
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**SECTION IV (AUTHORIZATION)**

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

  
(Signature of Authorized Person from Section I.)

6/16/2025  
(Date)

Jerome Spooner - Solid Waste Environmental Programs Coordinator  
(Print Name and Title of Authorized Person)

**Email or mail application to:**  
[UsedOilGrants@des.nh.gov](mailto:UsedOilGrants@des.nh.gov)  
NHDES  
Pollution Prevention Section  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

**Please contact us with any questions you may have:**  
Phone: [\(603\) 271-2047](tel:6032712047)  
Email: [UsedOilGrants@des.nh.gov](mailto:UsedOilGrants@des.nh.gov)

**Certificate of Authority by Vote**

I, Matthew Normand hereby certify that I am duly elected Clerk/Secretary of  
(Name)

City of Manchester, NH. I hereby certify the following is a true copy of a vote taken at  
(Name of Municipality)

a meeting of the Board of Directors, duly called and held on October 7, 2025, at which a  
quorum of the Directors were present and voting.

**Voted:** That Timothy Clougherty, Public Works Director (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

City of Manchester, NH with the State of New Hampshire and any of its  
(Name of Municipality)

agencies or departments and further is authorized to execute any documents which may in  
his/her judgement be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as  
of the date of the contract to which this certificate is attached. I further certify that it is understood that  
the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above  
currently occupy the position(s) indicated and that they have full authority to bind the corporation. To  
the extent that there are any limits on the authority of any listed individual to bind the corporation in  
contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: October 14, 2025

Attest:

Matthew Normand, City Clerk  
(Name and Title)

Matthew Normand, City Clerk

*Kevin J. O'Neil*  
Risk Manager



**CITY OF MANCHESTER**  
*Office of Risk Management*

**CERTIFICATE OF COVERAGE**

NHDES

29 Hazen Drive- P.O. Box 95  
Concord, NH 03302-0095  
Attn: HHW Grant Program

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 within the financial limits of RSA 507-B as follows:

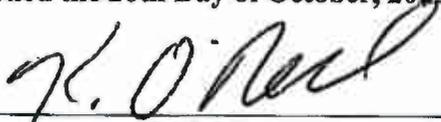
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Aggregate	2000
	Bodily Injury and Property Damage	
	Each Person	325
WORKER'S COMPENSATION	Each Occurrence	1000
	Aggregate	2000
	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, 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 limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**

Re: For Manchester Highway FY 2026 Household Hazardous Waste Grant from October 11, 2025 through July 31, 2026.

**Issued the 20th Day of October, 2025**

  
\_\_\_\_\_  
Risk Manager