



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

80 - 6/3/26

May 5, 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 Town of Londonderry, NH (177430-B002) totaling \$4,804 to fund Household Hazardous Waste collection projects effective as of July 1, 2026 through June 30, 2027, upon Governor and Council approval through June 30, 2027. 100% Hazardous Waste Cleanup Funds. Funding is available in the account as follows:

	<u>FY 2027</u>
03-44-44-444010-5392-073-500580	\$4,804
Dept. of Environmental Services, Hazardous Waste Cleanup Fund, Grants Non-Federal	

EXPLANATION

This grant, while less than the \$10,000 threshold, requires Governor and Council approval as the above grantee received funds in excess of the threshold for this fiscal year.

Improper disposal of household hazardous waste may leach toxic chemicals into water supplies, rivers, ponds and farmland, thereby endangering public health and the environment. Of particular concern is the danger of contaminating groundwater used for drinking water supplies. The Legislature, under RSA 147-B:6, established a program to grant monies to municipalities or their authorized representatives to partially fund household hazardous waste collection projects. Funding is determined on a per capita basis. A grantee is required to match the funds received from the state.

In October of 2025, communities were notified that grant funds were available and that applications would be accepted for assisting with household hazardous waste disposal projects in FY2027. Applications were submitted to the household hazardous waste program for consideration. Although this is a competitive grant program, the FY 2027 budget is sufficient to allow funding for all twenty-three applicants this fiscal year. Attachment 1 provides a list of all applicants and their award amounts.

The grant agreements specify that collection projects will be conducted by a New Hampshire registered hazardous waste transporter and that all waste collected at the project site be transported, at the end of the day, to an authorized hazardous waste facility for proper disposal. NHDES will make payment to a grantee upon successful completion of the project as defined in the agreement.

In the event that other funds become no longer available, General funds will not be requested to support the projects. The agreements have been approved as to form, substance, and execution by the Office of the Attorney General.


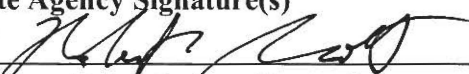

We respectfully request your approval.


Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name: Town of Londonderry		1.4. Grantee Address 268B Mammoth Road, Londonderry, NH 03053	
1.5 Grantee Phone # 603-432-1100 x132	1.6. Account Number 03-44-44-444010-5392-073-500580	1.7. Completion Date June 30, 2027	1.8. Grant Limitation \$4,804
1.9. Grant Officer for State Agency Ann Astarita		1.10. State Agency Telephone Number 603-271-2047	
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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 SHAUN MULHOLLAND, TOWN MANAGER	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Signor(s) 		1.14. Name & Title of State Agency Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: 5/7/26			
1.16. Approval by Governor and Council (if applicable)			
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").

- 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 B 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.
- 17.1 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.
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 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.
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, if required or by the signing State Agency.
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.
24. 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 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 in fact were not fulfilled.
2. Replace language in Paragraph 8.2 of the General Provisions with the following:
"The Grantee shall not hire, and it shall not permit any Contractor, 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 is a State officer or employee, elected or appointed."
3. Paragraph 15 the General Provisions is amended in that the parties intend the Grantee to retain a Contractor in accordance with Exhibit A of this agreement.

EXHIBIT B

Scope of Services

1. The Grantee shall conduct the collection portion of its Project for the **Towns of Londonderry and Derry** in accordance with the terms and conditions of a contract which incorporates, at a minimum, all of the provisions set forth in Section 3 below between the Grantee and its contracted permitted hazardous waste transporter (Contractor). For purposes of this agreement, the Contractor shall mean the primary contractor and the Subcontractor means all additional contractors that the Contractor hires for completion of the Project.
2. The Grantee shall spend grant monies solely for the purpose of paying the Contractor and/or for paying the expenses associated with conducting the Project's educational component, as required under the NH Hazardous Waste Rules Env-Hw 1003.07. In no case shall the Department pay more than fifty percent (50%) of the total cost of the Project.
3. The Grantee shall enter into a contract with a Contractor to perform the household hazardous waste collection project that includes, as a minimum, the following provisions:
 - a. That the Contractor shall handle all household hazardous wastes collected at the project site as hazardous or universal wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Hw 100 et seq. involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 et seq., and those of the state(s) through which and to which the waste has been sent;
 - b. That the Contractor and Grantee both have responsibility for compliance with hazardous waste rules. The Contractor collects hazardous wastes at the project site and must sign the Project's manifest forms as such generator;
 - c. That the Contractor or its subcontractors must have all necessary registrations and comply with Env-Hw 609 to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project;
 - d. That the Contractor may not assign or subcontract any of the duties to be performed under the contract without a written acknowledgement that the Subcontractor will also comply with hazardous waste rules;
 - e. That the Contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.07. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder;
 - f. That the Contractor shall adhere to a written work plan and a site safety plan, and such plans shall be available for review by the Department upon request; and
 - g. That the Department may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses an imminent threat to human health or the environment.

4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, I-a and Section Env-Hw 1003.09(b)(3). Said activities shall include those set forth in the Grantee's Household Hazardous Waste Grant Application, as approved by the Department.
5. The Grantee shall keep a count of persons participating in the Project. If the Grantee conducts a questionnaire of said persons participating in the project, the survey shall use the questions set forth on the Participant Exit Survey.
6. The Grantee shall conduct the collection portion of its project between the date the contract is approved by Governor and Council and the completion date shown in Section 1.7 of the Grant Agreement. Failure to do so may result in non-payment of all or a portion of the grant award and/or termination of this agreement.
7. The Grantee shall allow the Department to have access to all records associated with the Project, and to conduct any monitoring of the Project deemed necessary by the Department to ensure compliance with the terms of the grant and with state and federal statutes and regulations.

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, (2) the Grantee's accounting records, submitted to the Department have been reviewed by the Department, (3) the Contractor has fulfilled the terms and conditions of its contract with the Grantee, and (4) the State has received and reviewed all Project manifest forms required in accordance with this agreement and all applicable state and federal requirements. No Grant Monies shall be paid to the Grantee until the Department has determined that all the Project's collected hazardous wastes have been delivered to a permitted hazardous waste facility and the Department has reviewed the handling, transportation, storage, treatment, recycling and/or disposal of the Project's collected hazardous wastes and determined the project is in compliance with applicable state and federal requirements. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 et seq., and those of the state/s through which and to which the waste has been sent. The payment of funds to the Grantee shall not be construed as a waiver by the Department of any past, present or future right, claim, cause of action, or prosecution related to the performance of this agreement.
2. Upon fulfillment of the terms and conditions of this agreement, including all conditions of a successful completion of the Project, the Department shall pay to the Grantee the amount not to exceed **\$4,804**. This amount is based on a rate of **\$0.17420 per capita** and on a population base of **27,577**. All invoices and other required documents by Env-HW 1003.10(a) must be submitted no more than 90 days past the completion of the last HHW collection project. Invoices submitted more than 90 days after the completion date will not be accepted or paid. Payment shall be made to the Grantee within 90 days of the Department's determination that the Project has been successfully completed in accordance with this agreement.
3. Grantee expenses not directly associated with the Project shall not be reimbursable by the Department. Only costs that otherwise would not have been spent by the Grantee were it not for the Project, and the Grantee's coordination thereof, shall be reimbursed by the Department. Non-reimbursable items shall include, but not be limited to, the following: employee benefits, payroll taxes, insurance, rent, utilities, dues, and depreciation.
4. The Grantee agrees to expend monies on the Project in an amount not less than the Project's Grant Monies, in fulfillment of the matching requirement set forth in RSA 147-B:6, I-a and in Part Env-Hw 1003.
5. The Grantee agrees to pay for all Project costs beyond the amount of Grant Monies.
6. Prior to the Department's disbursement of the Grant Monies specified in this agreement, the Grantee agrees to provide the Department with required records showing an accounting for all monies spent and/or costs incurred from the Project, including the Project's Grant Monies. Further, the Grantee agrees that no Grant Monies shall be paid by the Department unless and until the Department has reviewed and determined that such costs or expenditures qualify for funding under the terms of this agreement, and all applicable state and federal requirements; provided that the Department's 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.
7. In addition to the required documents listed in Paragraph 6 above, the Grantee agrees to submit an invoice to the State for the Grant Monies specified in this agreement. Said invoice shall be submitted either electronically or via hard copy to the attention of the Household Hazardous Waste Coordinator at hhw@des.nh.gov or NH Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095.

Certificate of Authority by Vote

I, _____ Sharon Farrell _____ hereby certify that I am duly elected Clerk of
(Name)

_____ the Town of Londonderry _____. I hereby certify the following is a true copy of a vote taken
at (Name of Municipality)

a meeting of the Town Council, duly called and held on _____April 21_____, 2026 at which a quorum of
the Councilors were present and voting.

Voted: That __Town Manager Shaun Mulholland__(may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

_____ the Town of Londonderry____ 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: April 21, 2026 Attest: Sharon Farrell
Sharon Farrell, Town Clerk





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Londonderry 268B Mammoth Road Londonderry, NH 03053		Member Number: 224	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$ 2,000,000
			Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 9/22/2025 mpurcell@nhprimex.org
			Please direct Inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment 1

FY2027 Household Hazardous Waste Grant Applicants

March 2026

The following communities, regional planning commissions and/or solid waste districts submitted applications for grant funds for summer-fall of 2026 and winter-spring 2027.

No. of Grants	Grantee	Municipal Entities Served	Population Served	Amount Awarded
1	Androscoggin Valley Regional Refuse Disposal District (AVRRDD)	34*	19,167	\$3,339
2	Bedford	1	23,769	\$3,312
3	Bow	2	11,490	\$2,002
4	Candia	1	4,213	\$587
5	Chester	6	39,810	\$7,098
6	Concord	1	44,201	\$7,700
7	Conway	8	20,323	\$3,540
8	Derry	2	34,484	\$6,007
9	Dover	4	42,969	\$7,485
10	Exeter	7	45,577	\$7,940
11	Goffstown	1	18,664	\$5,202
12	Hampton	1	16,415	\$2,860
13	Henniker	3	14,176	\$2,469
14	Keene	17	53,096	\$12,949
15	Lakes Region Planning Commission (LRPC)	24	101,573	\$17,694
16	Londonderry	2	27,577	\$4,804
17	Manchester	1	117,366	\$20,445
18	Nashua RPC	11	233,646	\$40,701
19	Pemi-Baker Solid Waste District	19	32,104	\$5,593
20	Portsmouth	2	24,132	\$4,204
21	Raymond	3	22,541	\$3,927
22	Rochester	10	85,671	\$14,924
23	Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC)	24	87,358	\$15,218
	Totals	184	1,120,322	\$200,000.00

*Includes 23 unincorporated areas in Coos County