The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

104 - 6/17/26

May 21, 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 Bow, NH (177364-B002) totaling $2,002 to fund Household Hazardous Waste collection projects effective as of October 1, 2026 through June 30, 2027, upon Governor and Council approval. 100% Hazardous Waste Cleanup Funds.

Funding is available in the account as follows:

	FY 2027
03-44-44-444010-5392-073-500580	$2,002

Dept. of Environmental Services, Hazardous Waste Cleanup Fund, Grants Non-Federal

EXPLANATION

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. 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.

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

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • 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.

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 Bow		**1.4. Grantee Address** 10 Grandview Road, Bow, NH 03304	
1.5 Grantee Phone # 603-225-7529	**1.6. Account Number** 03-44-44-444010-5392-073-500580	**1.7. Completion Date** June 30, 2027	**1.8. Grant Limitation** $2,002
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** DAVID STACK, 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	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Melissa Falk **Assistant Attorney General, On:** 5/27/26			
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").

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 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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

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.

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 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

Grantee Initials DS
Date 3/10/26

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 intend 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.

Grantee Initials DS
Date 3/10/26

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.

Grantee Initials DS
Date 3/10/26

EXHIBIT B

Scope of Services

1. The Grantee shall conduct the collection portion of its Project for the **Towns of Bow and Dunbarton** 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

Grantee Initials DS
Date 3/10/26

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.

Grantee Initials DS
Date 3/10/26

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 **$2,002** This amount is based on a rate of **$0.17420 per capita** and on a population base of **11,490.** 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.

Grantee Initials DS
Date 3/10/26

Certificate of Authority by Vote

I, Shannon Gula, **hereby certify** that I am duly appointed Deputy Clerk/Secretary of
(Name)
Town of Bow. I hereby certify the following is a true copy of a vote taken at
(Name of Municipality)

a meeting of the Board of Selectmen, duly called and held on March 9, 2026,

at which a quorum of the Selectmen were present and voting.

Voted: That David Stack, Town Manager (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

the Town of Bow with the State of New Hampshire and any of
(Name of Municipality)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment 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: March 9, 2026

Attest: _____
(Name & Title)

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Town of Bow 10 Grandview Road Bow, NH 03304	123	NH Public Risk Management Exchange - Primex³ 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:*	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ 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)	
Automobile Liability Deductible Comp and Coll: $1,000 Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2026	1/1/2027	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

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	**Primex³ – NH Public Risk Management Exchange**
			By: *Mary Beth Purcell*
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 4/9/2026 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