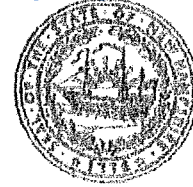


73 - 6/17/26



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 17, 2026

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a grant agreement with the Lakes Region Planning Commission, Meredith, NH (154653-B001) totaling \$17,694 to fund Household Hazardous Waste collection projects effective as of July 1, 2026 through June 30, 2027, upon Governor and Council approval. 100% Hazardous Waste Cleanup Funds.

Funding is available in the account as follows:

	<u>FY 2027</u>
03-44-44-444010-5392-073-500580	\$17,694
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.

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.

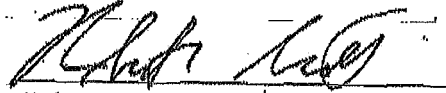
The grant agreements specify that collection projects will be conducted by a New Hampshire registered hazardous waste transporter and that all waste collected at the project site be transported, at the end of the day, to an authorized hazardous waste facility for proper disposal. NHDES will make payment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

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

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
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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

I. 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 Lakes Region Planning Commission		1.4. Grantee Address 103 Main Street, Suite 3, Meredith, NH 03253	
1.5. Grantee Phone # 603-279-5334	1.6. Account Number 03-44-44-444010-5392-073-500580	1.7. Completion Date June 30, 2027	1.8. Grant Limitation \$17,694
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 <i>Shanna B. Saunders</i>		1.12. Name & Title of Grantee Signor 1 Shanna B. Saunders, Executive Dir.	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Robert R. Scott</i>		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Melissa Fales</i> Assistant Attorney General, On: 5/14/26			
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 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,

9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.3. 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.

9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.5. 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.

10. 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.

11. CONDITIONAL NATURE OF 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 this 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 my 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.

12.4. 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
 Date

- 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.

4. The Grantee shall conduct public education activities regarding household hazardous waste in accordance with the provisions of RSA 147-B:6, 1-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.



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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 \$17,694. This amount is based on a rate of \$0.17420 per capita and on a population base of 101,573. 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

I, Lianne Prentice, do hereby certify that:

1. I am the duly elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53).
2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of Commission.
3. I am duly authorized to issue certificates with respect to the contents of such minutes.
4. At its regular meeting held on September 11, 2024, the Executive Board of the Commission voted to grant the Commission's Executive Director, Shanna B. Saunders, the authority to apply for funding opportunities, accept monies, and execute any documents which may be necessary to effectuate contracts. This authorization remains in full force and effect until it is revoked.
5. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
6. The following person has been appointed to and now occupies the office indicated in (4) above:

Shanna B. Saunders, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this the 11th day of March, 2026.




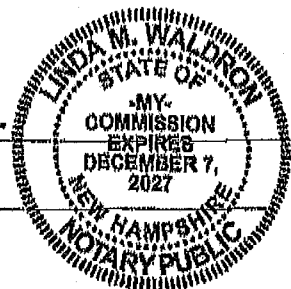
Lianne Prentice, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this the 11th day of March, 2026, before me, Linda Waldron, the undersigned officer, personally appeared Lianne Prentice who acknowledged herself to be the Secretary of the Lakes Region Planning Commission and, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.


Notary Public
My Commission Expires: _____



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