USED OIL, PART II

What did Used Oil, Part I Cover?

- What is Used Oil?
- Collection of Used Oil
- Recycling of Used Oil
- Used Oil BMPs
- Filter Management
- Spill Reporting
- Used Oil Jeopardy

Welcome & Used Oil Basics

WHY IS USED OIL REGULATED AS A HW? & WHY SHOULD YOU CARE?

What is <u>NOT</u> Used Oil for Recycle?

- Gasoline
- Virgin heating fuel
- Diesel
- Oily water
- Antifreeze
- Biodiesel
- Vegetable oil
- Oil mixed with **<u>insert ANY word here.</u>**

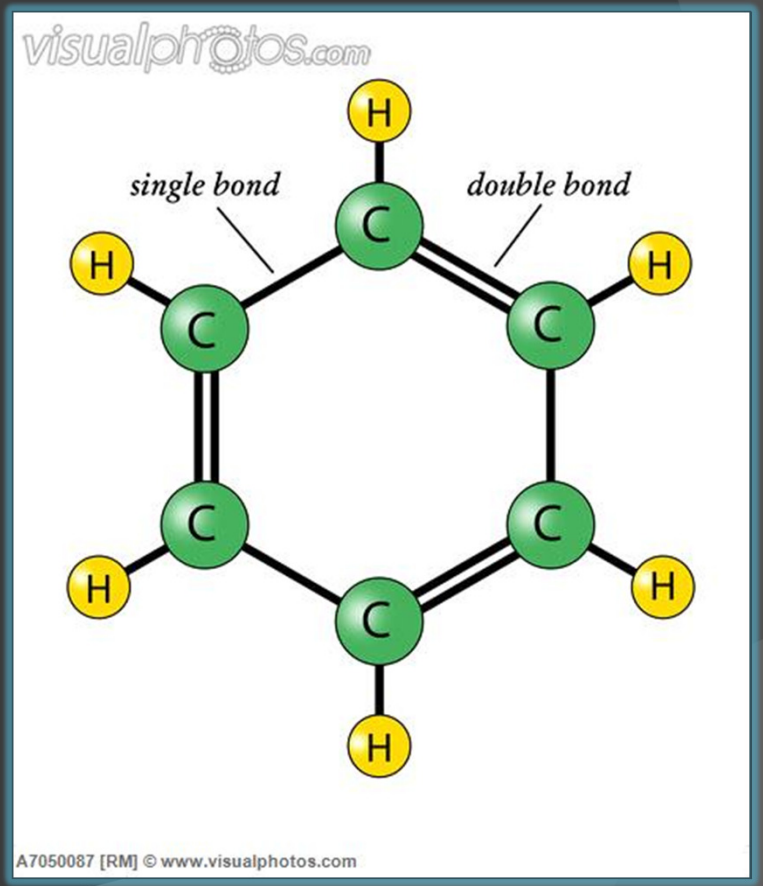
What is Used Oil for Recycle?

- Automotive or boating oil that is not mixed with any other substances.
- Includes motor oil, transmission oil, transmission fluid, differential oil, brake fluid, power-steering fluid and transaxle fluid.

Why is Used Oil Regulated as a HW in New Hampshire?

It is TOXIC!

- Used Oil contains a chemical known as benzene.
- It is carcinogenic but it is unknown what exposure levels lead to long term health effects.



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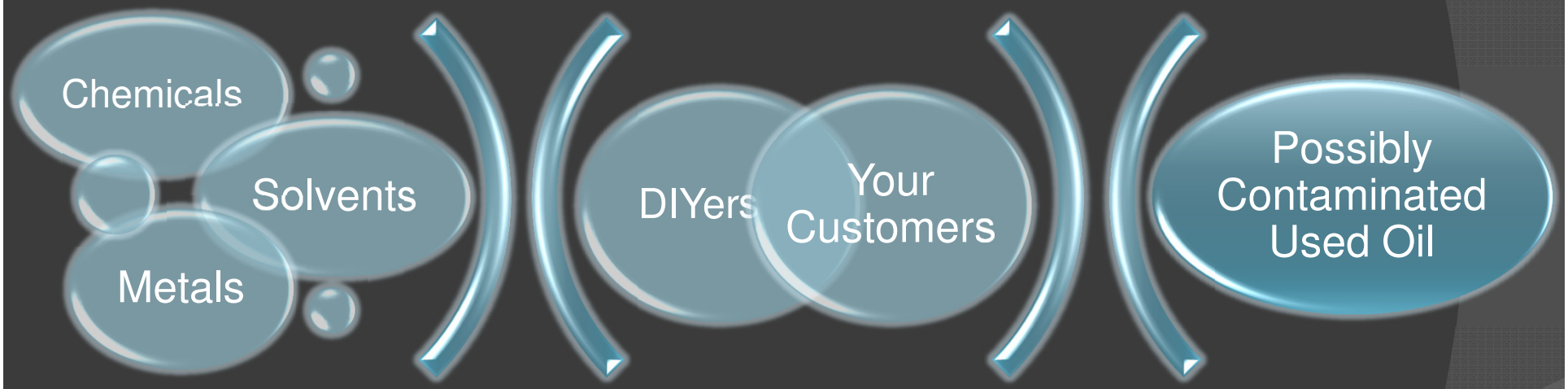


Possible Additives

The “X” Factor

Remaining Product

Additives

Chemicals

- Intentionally mixing
- Mechanical Process
- Toxic

Solvents

- Cleaning agents, garages
- Acidic & Corrosive

Metals

- Engine or mechanical processes
- Dangerous to body & environment

WHAT'S YOUR
POINT?

Oil

+

Heavy Metals & Other Chemicals

→

Devastation

- Destroyed Furnace
- Health Effects
- Corrosion
- Explosion
- Release of fluids
- Loss of jobs
- $$$

Agenda

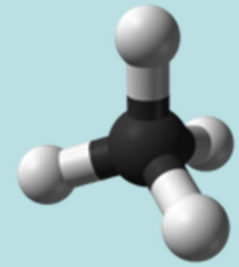
- Used Oil Overview
  - Virgin oil vs. used oil
  - YOUR likely Sources of Used Oil
  - What is typically mixed with Used Oil
- Everything you need to know about Used Oil Marketers
- BMP Activity…be the inspector!
- Used Oil Grants
- Case Studies

Make Your Old Man Proud
Recycle Used Oil

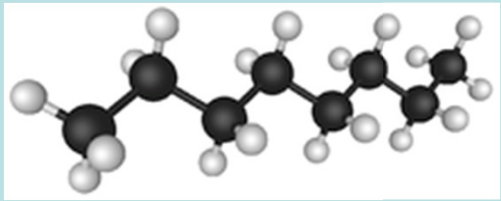
Tim Prospert
NHDES
Hazardous Waste Compliance

What is Crude Oil?

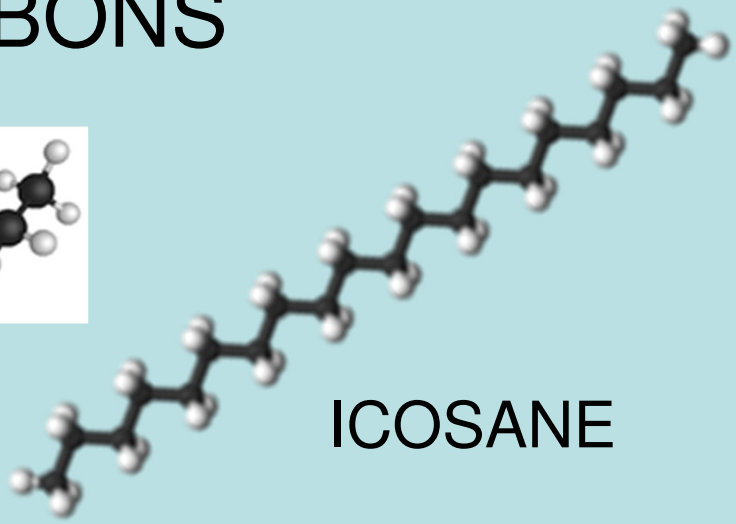
HYDROCARBONS



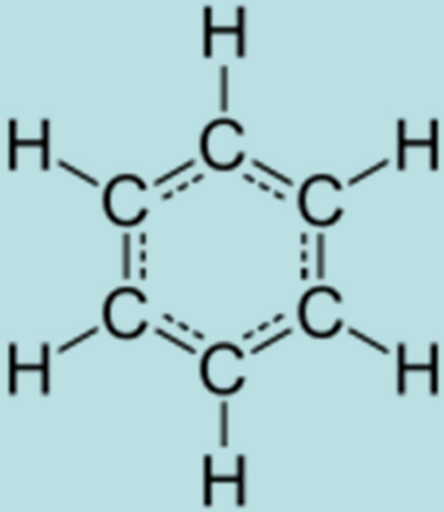
METHANE



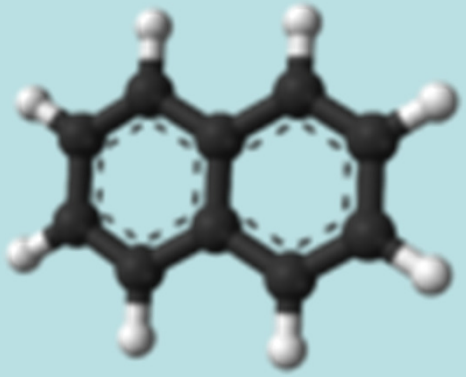
OCTANE



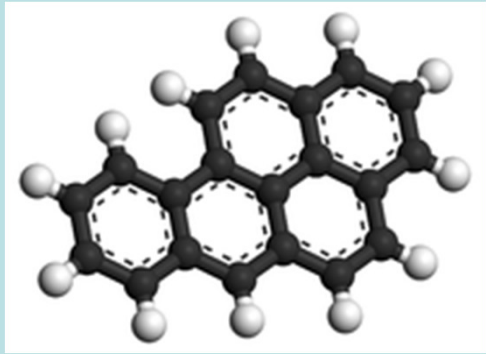
ICOSANE



BENZENE



NAPHTHALENE



BENZOPYRENE

What is “product” (unused) oil?

- It’s still a blend of *all kinds* of “hydrocarbon” molecules
- Take the Crude and run it through a still to break it into parts, based on how big the molecules are

Jim Beam???

Crude Oil Products

Product	# of Carbons
Gases (“aroma”)	$C_1 – C_4$
Naphthas	$C_5 – C_7$
Gasoline (“I.P.A.”)	$C_7 – C_{12}$
Fuel Oil	$C_9 – C_{16}$
Diesel (“Amber Ale”)	$C_{15} – C_{19}$
Lubricating Oil	$C_{20} – C_{30}$
Asphalt (“Porter/Stout”)	$C_{50} – C_{150}$

Synthetic Oil

- Man-made
  - Made by sticking a bunch of the same small chemicals together to make big chemicals

What Else?

- Additives, additives, additives
  - Additives make up 20% of oil
    - Corrosion inhibitors
    - Detergents
    - Anti-oxidants
    - Chemicals to keep the oil from reacting w/metals
- A big variety of chemicals

What is USED OIL?

Product Oil with a whole bunch *more* stuff in it

Contaminants

It’s not JUST Oil!

Where Does Used Oil Come From?

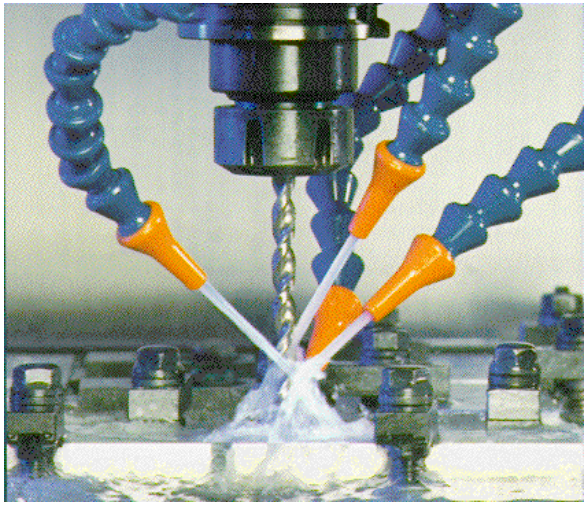
Machine Shops and Other Industries

Machining Cutting Oils

- Several Purposes:
  - Cools
  - Lubricates
  - Prevents rust

Cutting Oils

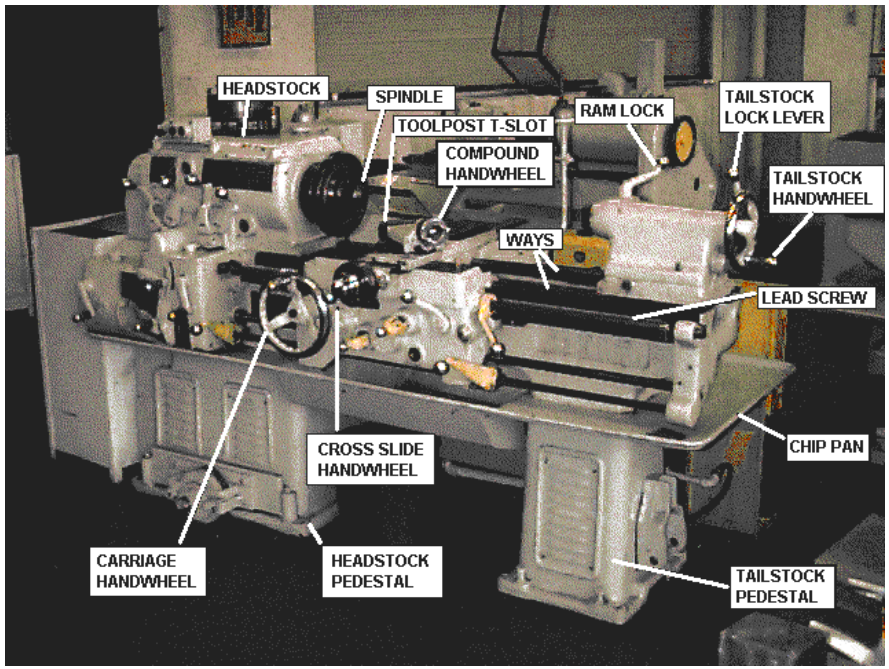
- Usually a water/oil <u>emulsion</u> (mixture)
  - Use a detergent to "attach" the oil molecules to the water molecules



- Pure Mineral Oils
  - Less common now
  - Low speed cutting

Spindle/Way Oil

- The lubricant for the milling machine gears, slides and other moving parts
  - Some way oil inevitably gets mixed with the coolant and becomes “tramp oil”



What's in it?

- Possibly a lot of HEAVY metals
- TOXIC
  - Chromium
  - Arsenic
    - Known carcinogen
  - Lead
    - Damage to brain and Nervous system
  - Cadmium

TRANSFORMERS

PCBs
Solvents

What's in it?

- PCBs are an electrical insulator
  - Extremely toxic
    - Likely to cause cancer, damage to immune system, nervous system, etc…
  - Extremely durable
  - 1978
- Solvents
  - Sometimes used to flush PCBs out of transformers
  - Toxic on their own

“FLY-BY-NIGHT” SCRAP METAL OPERATIONS

What’s in it?
Anything from anywhere

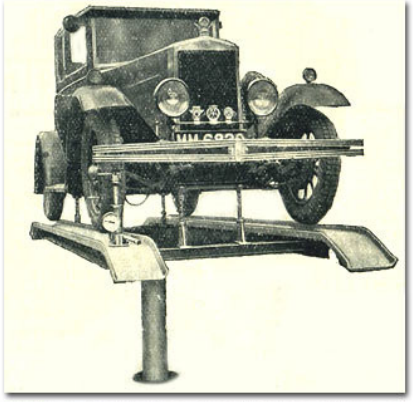
Auto Repair & Autobody Shops

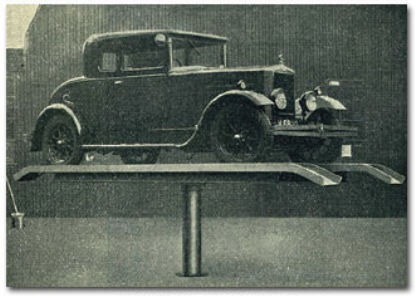
What's in it?

- Possibly Toxic metals
  - Arsenic
  - Cadmium
  - Chromium
  - Lead

- Solvents, Paint Wastes and Gas
- Hydraulic Oil made before 1978?
  - PCBs

The SkyHi hydraulic rotating car and light van lift



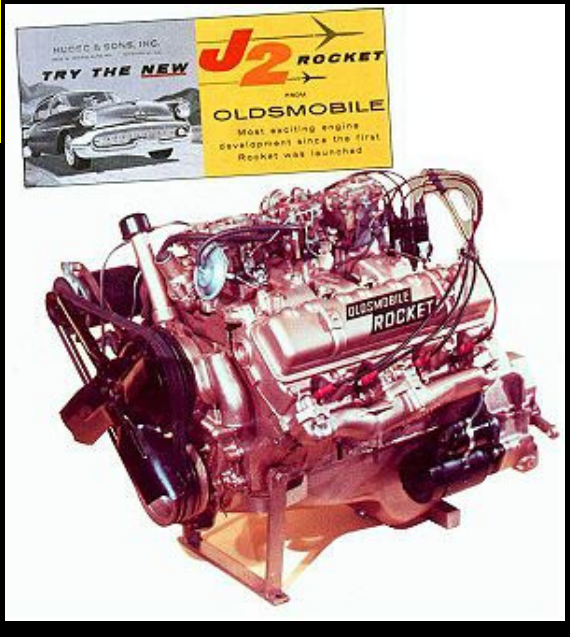


www.oldclassiccar.co.uk

Used Oil Can Come From a Lot of Different Places

There’s only one you want

DIY AUTOMOTIVE



What happens to oil in an engine?

- The high pressure in a combustion chamber forces fluids to mix
- Water, antifreeze, gasoline get mixed in
- These fluids might have contaminants that get into the oil

Good Oil Gone Bad

- Additives break down, resulting in ash and sludge
- Engine wears, resulting in metal “fines”

What are some of the “normal” contaminants?

- Water (from air in combustion chamber)
- Cadmium (engine wear) = Toxic metal
- Chromium (engine wear) = Toxic metal
- Arsenic (from additives?) = Toxic metal
- Zinc (engine wear and additives)

More…

More…

- Barium (additives) = Toxic metal
- Phosphorus (additives)
- Lead (from bearings and contaminated gas) = Toxic metal
- Toluene (from gas) = Toxic, Ignitable
- Xylene (gas) = Toxic, Ignitable
- Benzene (from gas) = Toxic, Ignitable

What's in *YOUR* used oil?

The Bottom Line-

We Should All Care How We Handle It

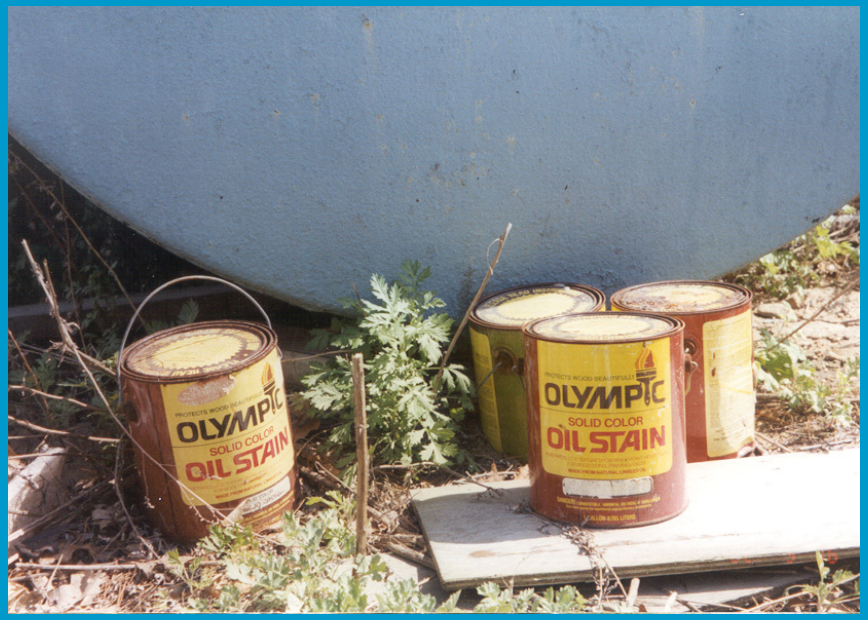
Managing Used Oil for Recycle

“Used Oil for Recycle”

“Used Oil” vs. Oily Stuff

Not “Used Oil”

- Solvents/cleaners
- Wood treatment, stain or preservatives
- Diesel
- Biodiesel
- Vegetable/Frialator oil
- Absorbents, rags
- 2-cycle fuel



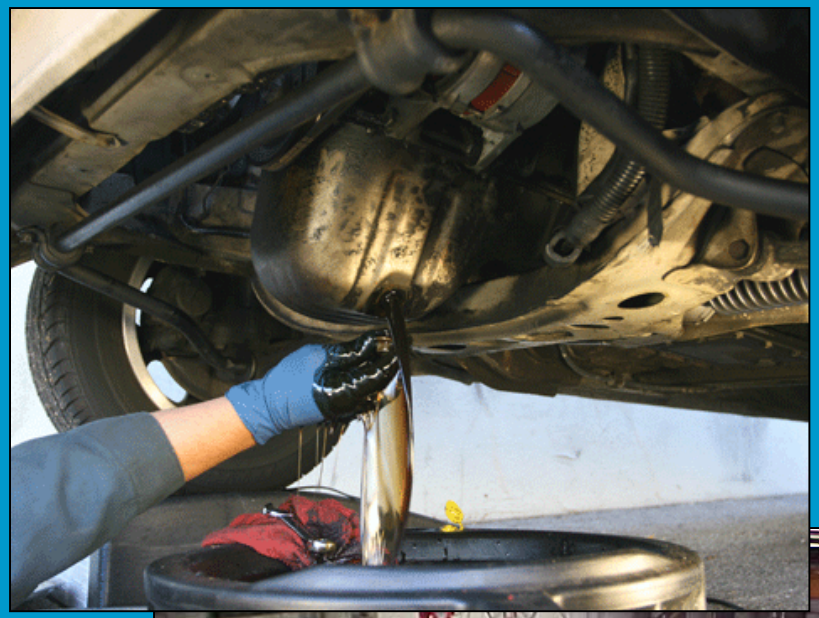
A pretty set-up…

But wrong stuff

Collecting Used Oil

•What Can I Collect?

•1. Do-It-Yourselfer Used Oil



•2. Your Town Vehicle Used Oil

What is Do-It-Yourselfer (DIY) Used Oil?

What's So Special About DIY?

Helping Do-It-Yourselfers is a smart thing, but it comes with responsibility to manage oil properly!

How are we supposed to know if the used oil is from Do-It-Yourselfers?

Taste It?

Is it DIY Used Oil?

- Don’t allow un-manned drop-offs
- Does it “seem” like the resident is delivering DIY used oil?
- Look at the container. Is it a smaller container (preferably clear) or three 5-gallon buckets?
- Look at the mode of delivery. Is it a personal vehicle?
- Look at the person. Do you know them?

Review

- What is used oil?
  - A “soup” of chemicals, many of which are known to be dangerous
- Why do I care?
  - Because I want everyone, including me, to handle this stuff properly and safely
  - Because I don’t want to be responsible for something bad or expensive

Rules for Used Oil

- It IS a HAZARDOUS WASTE
- Hazardous Waste has LOTS of Tough Regulations

- If used oil is handled the right way and recycled the right way, the regulations are much easier

Purpose of the rules

- They are not new
- The goal is to protect against the hazards of used oil and the stuff in it, without making it so difficult that no one wants to recycle it

Questions?

Marketing Used Oil

What is used oil “Marketing”?

- Used oil changing ownership

Money doesn’t matter

Why is this a problem?

- Why?
  - Transferring used oil between parties increases the risk of it being:
    - Contaminated
    - Misused/Mishandled
  - The Rules are protecting the person who receives the used oil and the one who provides it

Town of Timtopia

2015 – used oil in catch basin

Who IS a Marketer?

Town of Pleasantville

Town-to-Town

Town of Timtopia

Who IS a Marketer?

Lou's Logging

Business-to-Town

Town-to-Business

Town of Timtopia

Who is NOT a Marketer?

Who is NOT a Marketer?

Timtopia DPW

Same Town

Timtopia Collection Center

Who Is NOT a Marketer?

Requirements, in a nutshell:

- Testing of each “batch” transferred
- Record-keeping of analyses and transfers
- Transport less than 110 gallons of <u>your own</u> oil or become a registered HW Transporter

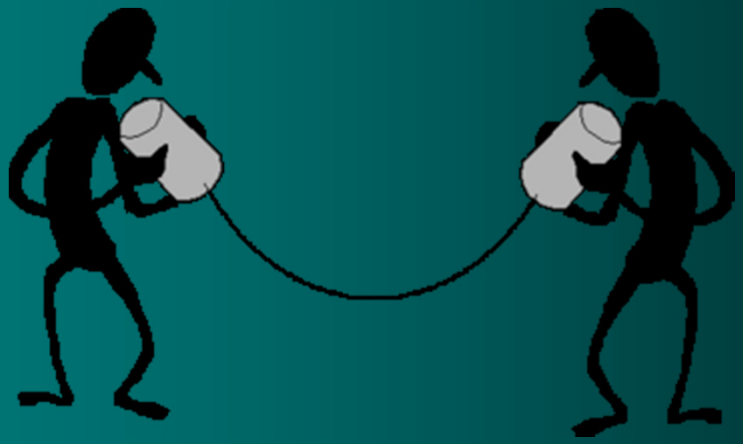
How to Market Used Oil

When used oil is transferred between towns, either the donating or the receiving town must take on the role of fulfilling the “marketer” requirements

One Option:

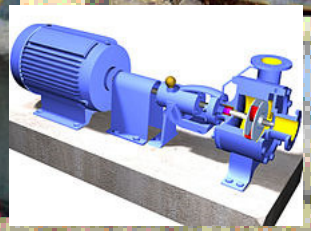
The Receiving town is the marketer

1. Meet & communicate



2. Be Prepared

Concrete Pad
Shelter
Tank or Drums
Spill Control
Pump
And More



3. Notify NHDES

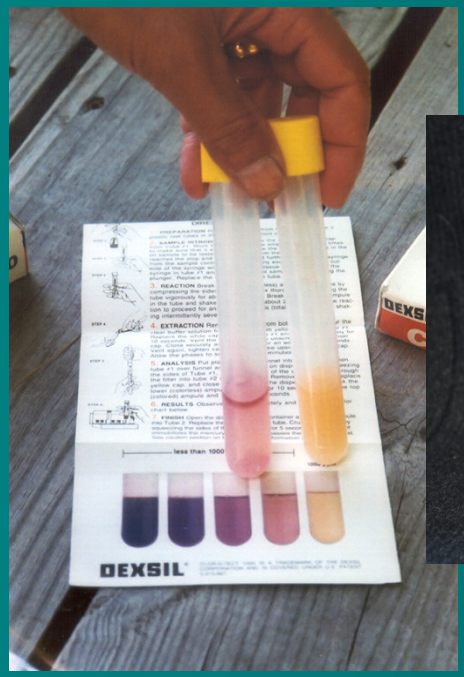
Burner

4. Give written certification to Donor

Tell them you're on board and legal!

Receiving town

Donor town



5. Test each <u>batch</u> collected

“Batch”

Each accumulation at donor facility prior to transfer

“Batch” saved up at Pleasantville, waiting for Timtopia

Why doesn't DIY get tested?

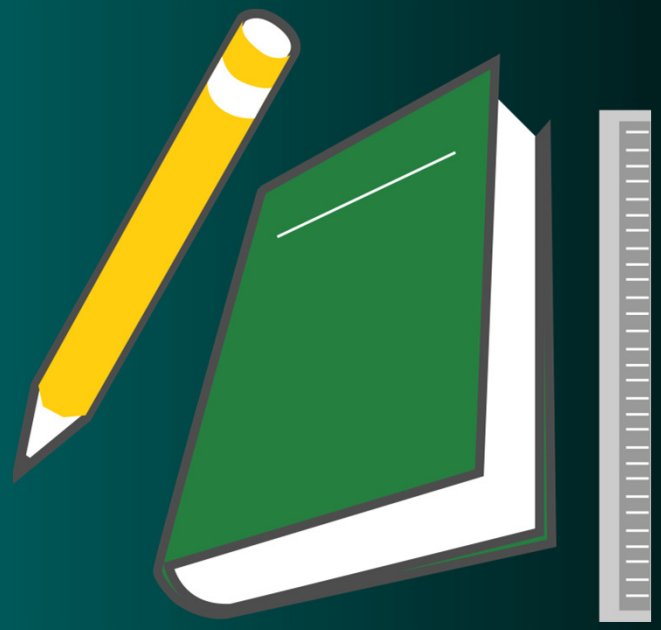
- Households are the most likely group to dispose of used oil improperly
- We relax the rules for managing collected DIY oil so the households have a convenient, safe place to bring it
- Once You collect it, You generate it
  - You become responsible for it

6. Deliver used oil

- 110 gallons transported at a time MAX!
- Must be transported by the generator (donor) of used oil!

7. Record the transfer in a log

- Name and address of the facility receiving (or delivering) the shipment
- The quantity of used oil delivered
- The date of delivery
- Copy of test results



8. Keep copies of records for 3 years

Need Used Oil? Avoiding Marketing Rules

- Have residents from other towns bring their oil directly to your town if you need more for your burner

Can I still collect used oil generated by businesses or another municipality's Highway Department?

Yes. The same marketing rules apply to used oil from those sources as from municipally collected DIY.

Worth it?

If test = $300

~$1.20/gal.

~$1.50/gal.

“Pro’s” and “Con’s”

Positive

- Reduced disposal costs
- Cheap heating fuel? (possible)
- Independence

Negative

- Time, energy and expense of following marketing rules
- Staff turnover

Managing Spills of Used Oil

Solid **W**aste **O**perator **T**raining

Used Oil Management: Part 2

February 25, 2016

Presented by

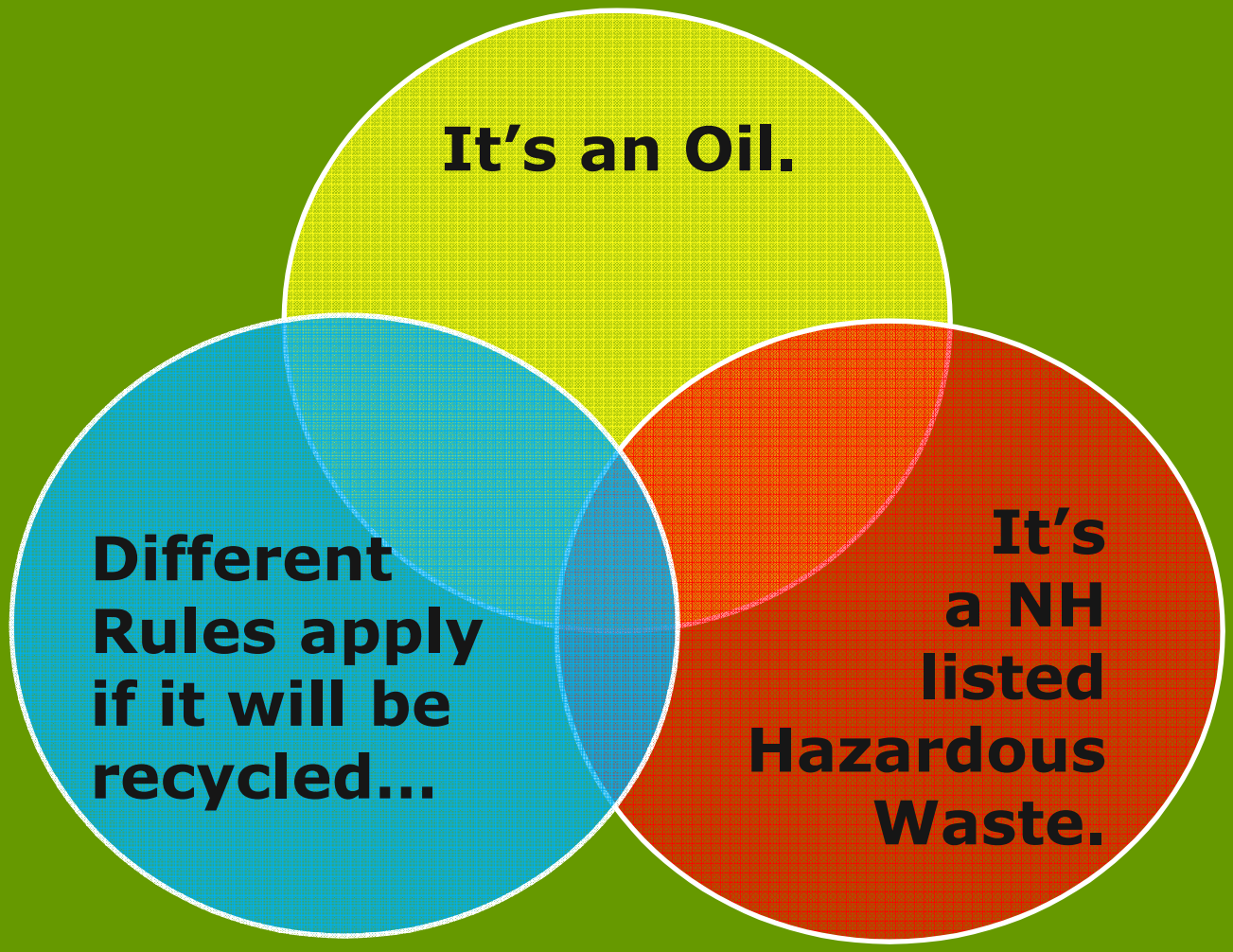
Jeremy Slayton

Managing Spills of Used Oil

Overview:

- What's special about Used Oil?
- General Oil Spill response guidelines
- Rules governing Used Oil Spills
- Do I have to notify? If so, who?
- Preparing for a Spill
- Preventing a Spill

What's Special about Used Oil?



Responding to a Spill of Used Oil

Being a “Pro” means remembering these “CONs”

- **CONFIRM** the spill site is safe.
- **CONTROL** the release of Oil.
- **CONTAIN** the spilled Oil.
- **CONTACT** appropriate authorities.
- **CONDUCT** the spill Clean Up
- **CONSIDER** changes to prevent future spills.

How to Respond to a Spill of Used Oil

CONFIRM the Spill Site is Safe

Life Safety is of primary concern…

1. Assess the spill and determine if there is an immediate threat to health or safety.
2. If there is an immediate danger, evacuate all personnel; following the emergency response/Spill plans if they exists.
3. Contact the local Fire Department
4. If it can be done safely, take actions to reduce risks to human life.

How to Respond to a Spill of Used Oil

CONTROL The Release of Oil

Act to *stop the release* of more oil

- Set upright a knocked over container
- Turn off supply valves, if applicable.
- Plug punctures in container using spill kit materials
- Transfer contents from damaged container into an intact container.
- Contact FD if unable to control release.

How to Respond to a Spill of Used Oil

CONTROL The Release of Oil

How to Respond to a Spill of Used Oil

CONTAIN The Spilled Oil

Take actions to *prevent spread* of oil:

- Capture leaking oil in another container if possible.
- Create a containment barrier or berm around the spill using sorbents or Speedi-Dri to prevent the spread of oil.
- Cover, close or dike floor and storm drains, to prevent inflow of oil.
- Anticipate where the oil will go if it were to break through the berm. Plan accordingly.

How to Respond to a Spill of Used Oil

CONTAIN The Spilled Oil

How to Respond to a Spill of Used Oil

CONTACT Appropriate Authorities

- Fire Department (**9-1-1**)
- NH DES SRCIS Group (**271-3899**)
- State Police (**223-4381**)
- Facility Owner/Town Administrator
- US EPA NRC (National Response Center) **1-800-424-8802** – if release threatens health or environment *outside facility*

How to Respond to a Spill of Used Oil

CONTACT Appropriate Authorities

Information to Provide:

- Name and Phone # of person notifying
- Location, Date and time of discharge
- Type and Amount of Oil Discharged
- Name and daytime Phone # of Responsible Party.
- The proximity of discharge to potential receptors (ie. surface waters and wells)
- Daytime contact info for contractor hired to clean up
- Descriptions of actions taken or proposed
- Names of agencies that have been called
- Cause of accident and/or detection method.
- All available reports or sampling results related to the discharge.

Rules Regarding Notification of NHDES following a Used Oil Spill

Rules governing **ALL** Petroleum Oils

- (NH) Env-Or 604.06: Releases of "Virgin" and/or Used Oil

Hazardous Waste Rules governing NH Listed Waste: **Used Oil (NH01)**

- (NH) Env-Hw 513.01 & 513.02
- & (US EPA) 40 CFR 265.56

Pursuant to **Env-Or 604.06 --**
You *MUST* Report Spills *Immediately* When…

- Discharge of **ANY** amount of oil into *surface or groundwater* of the state;
- Discharge of ***25 gal or more*** *to land*
- Discharge of ***less than 25 gal*** *to land – unless immediately cleaned up and properly disposed of*
- Discharge resulting in ***AGQS exceedance*** *or NAPL in a water supply*
- Vapors are present that are *an imminent threat to human health.*

Pursuant to **Env-Hw 513.01(a) --**
You *MUST* Report Spills *Immediately* When…

"In the event of **<u>any</u> discharge of hazardous waste** or of a material that when discharged becomes a hazardous waste ***that poses a threat to human health or the environment,*** including but not limited to a discharge into storm drains or sanitary sewers, ***onto the land*** or into the air, groundwater or surface waters, the generator shall report the discharge immediately…"

How to Respond to a Spill of Used Oil

CONTACT Appropriate Authorities

What does "immediately" mean?

"Immediately, not to exceed one hour from the discovery of the release;" **Env-Hw 513.01(a)(1)**

If I have a "small spill" of used oil, do I really need to contact NHDES…?

Boiling it all down…
Do I need to Notify NHDES?

	Am I required to report a Spill for…	
Does the following describe the spill?	"Virgin" Petroleum	Used Oil (NH01)
ANY amount discharged into "waters of the state"	**Yes!**	**Yes!**
Discharge of **>25 Gallons**	**Yes!**	**Yes!**
Discharge of **<25 gallons*** *cleaned up within 24 hours…*	**No**	**Yes!**
…AND there is *no exceedance of AGQS in a H_2O supply well**	**No**	**Yes!**
…AND there is no *imminent threat to human health from vapors**	**No**	**Yes!**
Discharge of **<25 gallons** *into secondary containment***	**No**	**No**

Failure to meet **any of these criteria would result in a Notification requirement.*
*** Cleaned up with no other threat to health, safety or the environment.*

How to Respond to a Spill of Used Oil

CONTACT Appropriate Authorities

How to Respond to a Spill of Used Oil

CONDUCT the Spill Clean Up

1. Use sorbent boom, pads and speedi-dri from your spill kit to pick up small quantities of spilled oil.
2. Place recovered oil that cannot be recycled, oil soaked sorbents, soil and other materials in appropriate container for disposal.
3. Make arrangements for proper disposal of contaminated cleanup materials.

- *Consider hiring an environmental clean up contractor if spill is large and/or complex.*

How to Respond to a Spill of Used Oil

CONDUCT the Spill Clean Up

If Used Oil (NH01) that is spilled is a Hazardous Waste…

"Do I need to dispose of Used Oil (NH01) Soaked sorbents and other spill clean up materials as a hazardous waste?"

Probably not, as long as…

How to Respond to a Spill of Used Oil

CONDUCT the Spill Clean Up

Exemption under Env-Hw 401.03b(18)

"Spill absorbent materials, soil and debris from the cleanup of used oil spills, provided the used oil was not previously mixed with any other hazardous wastes listed in Env-Hw 402, and provided the spill absorbent materials, soil or debris do not exhibit a hazardous waste characteristic as set forth in Env-Hw 403;"

CONSIDER…

…changes to prevent future spills

- Ask *why* the spill occurred
- Review storage practices
- Improve, upgrade out of date equipment, containers, etc.
- Consider additional staff training – would it have made a difference?

Preparing for an Oil Spill

Best Management Practice

- Develop, Document and distribute a facility specific Spill Response Plan (SRP)
- Assemble "Spill Kits" adequate to the types of spills encountered at your facility.
- Train staff on use of the SRP and spill kits.
- Review annually (and update) the SRP, provide refresher training for staff, and inventory and restock the spill kits.

Preparing for an Oil Spill

Develop, Document and distribute a facility specific Spill Response Plan (SRP)

INITIAL SPILL RESPONSE PROCEDURES

If a spill occurs, the first person on the scene will:

1. First, determine if there is an immediate danger. If there is, quickly leave the area using the fastest route shown on site plan.
2. If it can be done safely, reduce the danger to human life. For example, by quickly removing ignition sources near flammable liquid spills.
3. If there is no immediate danger, identify the [illegible] and start the appropriate [illegible] safety procedures, including [illegible] gear.
4. Stop the source of the spill and contain the flow, if possible.
5. Notify your emergency coordinator or alternate coordinators.
6. Utilizing the spill kit or other appropriate materials, begin spill containment procedures. Obtain the assistance of others, if necessary to contain and clean up the spill.

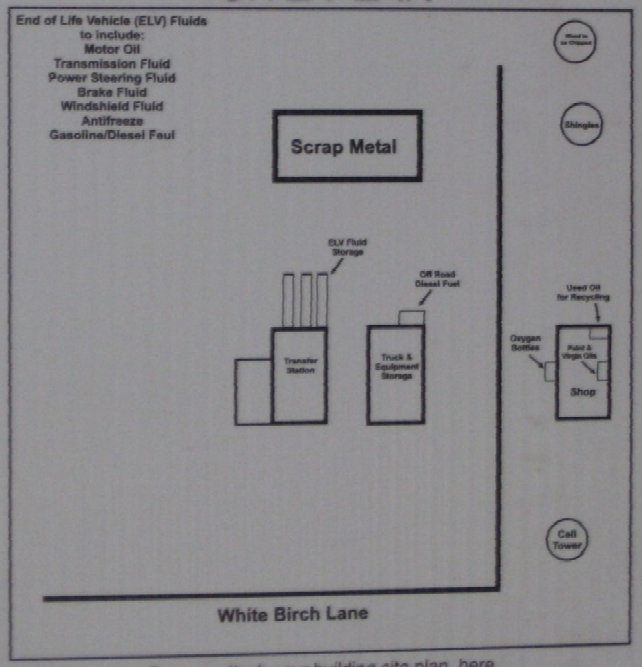
SPILL CONTAINMENT PROCEDURES

1. Find the source of the spill and take action to stop the source. For example, if the source is a tipped over drum, place the drum upright. If the source of the leak is punctured tank, pump the fluid into another container.
2. Using a spill kit, absorbents or other suitable materials, construct a berm to prevent the spill from entering storm drains, drainage ditches, etc.
3. Apply absorbent materials to contain and recover small amounts of spilled materials.
4. Collect all spilled materials and contaminated materials and store them in an appropriate container for disposal.

Emergency Response

In the event of a spill or emergency, assess the immediate danger. If there is immediate danger, exit the building by the closest exit. If there is no immediate danger, follow the Emergency Spill Response steps to address a spill and follow your company safety plans for other emergencies.

SITE PLAN



Draw or attach your building site plan, here.
Include all the elements as on the sample sketch.

EMERGENCY COORDINATORS

In the event of a spill or emergency involving hazardous materials or hazardous wastes, contact the following people.

Primary Contact: **Rick Belanger**
Work Phone: **736-6000**
Home Phone: **398-6000**
Alternate Contact: **Cindy Belanger**
Home Phone: **344-9618**
Alternate Contact: **Ron Colby**
Work Phone: **235-8649**
Home Phone: _____

During work hours, call primary contact at work number, first. If primary contact is not available, call alternates at work numbers. After work hours, call primary contact at home number, first. If primary contact is not available, call alternate contacts at home numbers.

EMERGENCY RESPONSE NOTIFICATION LIST

Contact	Phone Number(s)
Local Fire Department: 911 or	736-9291
Local Police Department: 911 or	736-9624
Local Hospital:	736-6200

State Emergency Response:
DES: (603) 271-3899
M - F, 8-4
State Police: (800) 346-8236
(603) 346-4009

Office of Emergency Management:
National Response Center: (800) 424-8802
State OEM: (603) 271-2231

Poison Control Center-Dartmouth Hitchcock Hospital:
(800) 562-8236
(603) 650-5000

Preparing for an Oil Spill

Assemble "Spill Kits" adequate to the types of spills encountered at your facility

Purchase or Build your own, to include:

- Bags of Sorbents (Speedi-Dri)
- Sorbent Booms
- Protective Clothing (Gloves, suits, etc.)
- Containers for waste (small & large)
- Wooden Plugs, patches, duct tape
- Tools (Shovel, brooms, funnels)
- Copy of Spill Response Plan

Preparing for an Oil Spill

Train staff on use of the SRP and spill kits.

Training should include:

- Facility Hazards – potential spill sites
- Spill Response Plans – How they work
- Locations of Spill Kits
- Familiarizations with how and why Spill Kit Equipment is used
- Contact Numbers

Preventing an Oil Spill

Best Management Practice

"The easiest spill to clean up…
Is the one that doesn't happen."

- Improve Facility Practices
- Conduct Self Inspections of your facility

Improving Facility Practices:
Requires asking certain questions…

Is the oil stored in containers in poor condition?

Is Oil Collection Area easily observable by facility operator?

Can collection containers be easily

Is the collection tank or container in a

Would the location of your stored Used Oil make containing a spill difficult?

Self Inspections: things to include

Key requirements should be on a checklist and include:

- Used Oil Containers are Properly labeled
- Containers are Closed
- Containers in good condition
- Containers under cover
- Containers stored on impervious surface or in secondary containment.
- Look for signs of previous or ongoing leak, seepage of overfilling of oil.
- Spill kits readily available and adequately stocked.

Thank you!

Questions?

Jeremy Slayton

Jeremy.Slayton@des.nh.gov | 603-271-6424

Used Oil Program

http://des.nh.gov/organization/divisions/waste/orcb/fms/uomp/index.htm

Used Oil Grant Application Process

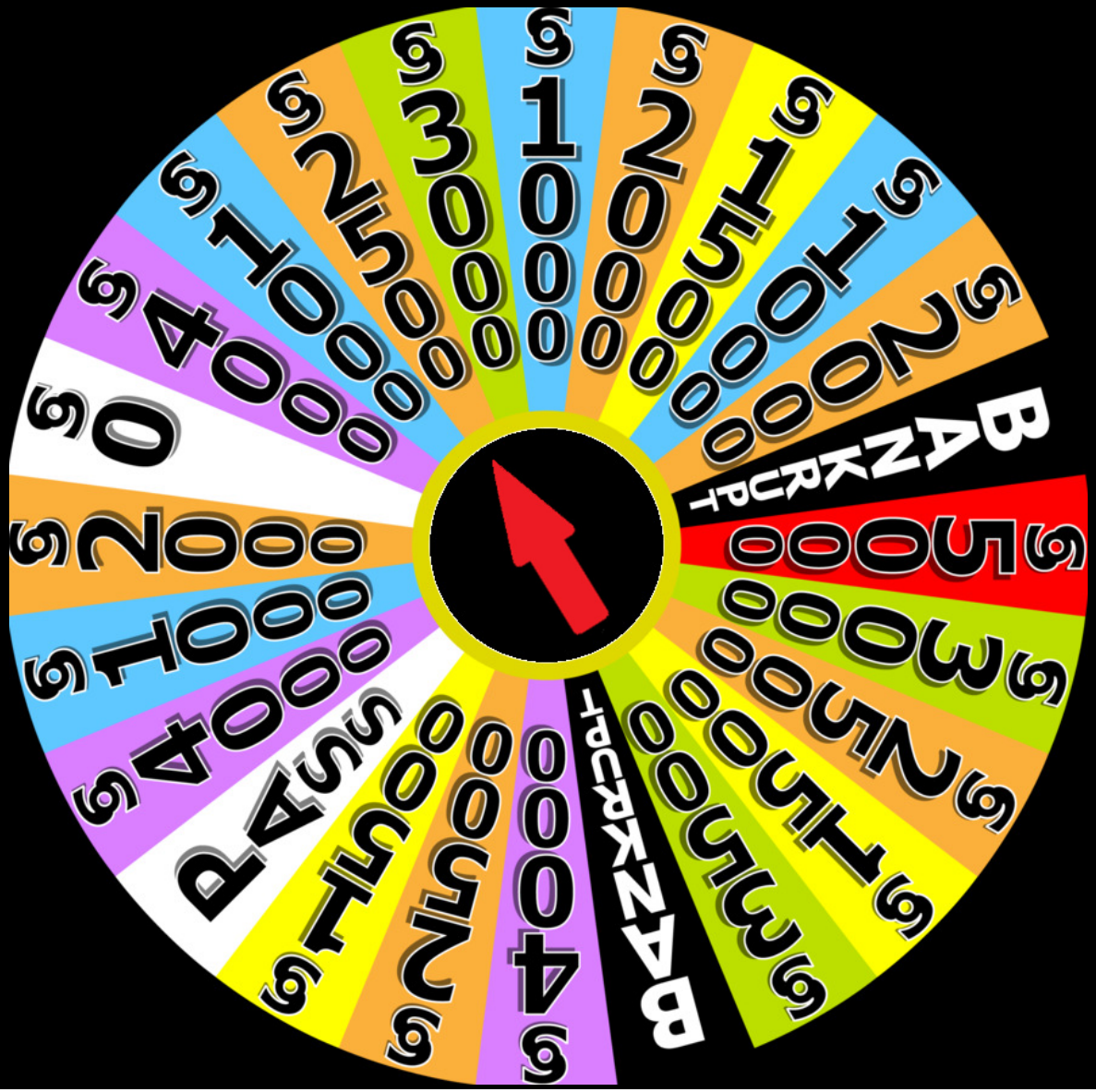
Dean Robinson

NH Department of Environmental Services

Why do we Collect Used Oil?

Who Can Apply For Funding?

How Much is The Grant Worth?



How Much Money is Available?

What you Need to do First

1. Download Grant Application
2. Fill out the Work Plan
3. Insurance Statement (ACORD Form)
4. Certificate of Authorization

The Parts of The Grant Application

NHDES-X-##-###

USED OIL COLLECTION ASSISTANCE
GRANT APPLICATION
For Fiscal Year 2016
Commissioner's Office/Planning/Used Oil Grant Program

RSA 147-B:13. Env-Hw 500. Env-Hw 807

APPLICATION INSTRUCTIONS:

1) Complete all four sections of the application as well as the Grant Agreement, Work Plan, & Certificate of Authorization and mail them to DES no earlier than July 1, 2015.

2) Complete the Work Plan: The work plan is an outline of purchases/services you wish to have considered for grant monies. Please provide as much detail as possible.

3) Create a Certificate of Authorization: The intent of the Certificate is to certify the action that was taken to authorize a particular Grantee Signor to enter into grant a agreement on behalf of the municipality. Please use one of the templates provided.

- Only one Certificate is required. Complete the standard template if a specific person has been designated by name to act as the grantee signor. Complete the alternate template if a job title, rather than a named individual, has been designated to act as the grantee signor. The person or job title indicated should match the individual who signs the grant agreement.
- In either case the Town/City Clerk will enter the meeting date at which an individual or job title was authorized by the Selectmen/Aldermen to enter into grant agreements. Notarization procedure is the same for both the Grant Agreement as well as the Certificate of Authorization.

4) Insurance: Please submit valid copies of your town/city Certificate of Liability Coverage and Worker's Compensation. Please ensure DES is listed as the Certificate Holder.

5) Private Facility Applicants: Additional information such as a Certificate of Good Standing will be requested of motor vehicle inspection stations and non-profit organizations. Private entities are encouraged to call for more information prior to submitting applications.

6) Applications will be accepted on a rolling basis annually until funds are depleted. Incomplete or late applications may not be considered.

UsedOilGrants@des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2047 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964
www.des.nh.gov
Page 1 of 3

SECTION I (GENERAL INFORMATION)

1. Name of municipality: _____
2. Municipality's Mailing Address: _____ (Street) _____ (Town / City) (State) (Zip Code)
3. Date of Application: _____ (Applications will not be accepted before July 1, 2015.)
4. Primary Contact: Name: _____ Title: _____ Telephone: _____ Fax: _____ E-mail address _____@_____
5. Secondary Contact Name: _____ Title: _____ Telephone: _____ Fax: _____ E-mail address _____@_____
6. Who should the public contact with questions about used oil drop-off? _____

SECTION II (Site Information & Communities Served)

Collection Center: Name: _____ Physical Address: _____ Inspection Station Number if applicable: _____

1. Communities Served by this Collection Center

2. Do you have a limit on the amount of used oil a resident can bring to the collection center? Y / N
If yes, what is the limit? _____

2 of 3

SECTION III (Work Plan)

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

Line Item (Service or Product)	Cost
Total Estimated Cost	

SECTION IV (AUTHORIZATION)

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

_____ (Signature of Authorized Person from Section I)(Date)

_____ (Print Name and Title of Authorized Person)

Mail application to:
NH Dept. of Environmental Services
Pollution Prevention Section
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Please contact us with any questions you may have:
Telephone: (603) 271-2047
E-mail: UsedOilGrants@des.nh.gov

USED OIL GRANT APPLICATION FORM - (For Fiscal Year 2016) – Revised 2014/11/07

3 of 3

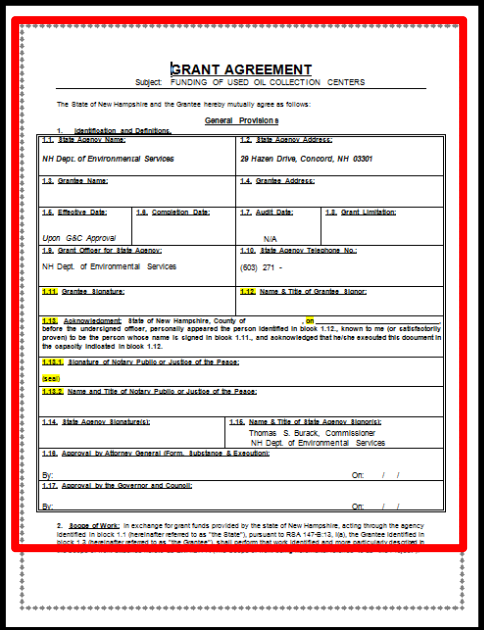
Example Work Plan

DiY Used Oil Collection Center
Work Plan

The below estimates relate to a fenced security system with the specific purpose of controlling activities around the DIY Used Oil Storage Shed at Warren's Transfer Station.

Itemized Costs (estimated):	
Chain Link Fence Roll	$250.00
Gate Opener	$1,182.98
Gate Frame w/hindges	$645.28
Conduit 3 x 10	$501.30
Electrical Cable	$449.00
Electrician	$950.00
Trenching for conduit	$125.00
Welding fencing	$80.00
TOTAL ESTIMATE FOR PROJECT	*$4,183.56*
TOTAL Requested (maximum allowed):	$2,500.00

The Parts of The Grant Agreement



GRANT AGREEMENT

Subject: FUNDING OF USED OIL COLLECTION CENTERS

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

General Provisions

1. Identification and Definitions.

1.1. State Agency Name: NH Dept. of Environmental Services		1.2. State Agency Address: 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name:		1.4. Grantee Address:	
1.5. Effective Date: Upon G&C Approval	1.6. Completion Date:	1.7. Audit Date: N/A	1.8. Grant Limitation:
1.9. Grant Officer for State Agency: NH Dept. of Environmental Services		1.10. State Agency Telephone No.: (603) 271 -	
1.11. Grantee Signature:		1.12. Name & Title of Grantee Signor:	

1.13. Acknowledgement: State of New Hampshire, County of on before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.

1.13.1. Signature of Notary Public or Justice of the Peace:

(seal)

1.13.2. Name and Title of Notary Public or Justice of the Peace:

1.14. State Agency Signature(s):	1.15. Name & Title of State Agency Signor(s): Thomas S. Burack, Commissioner NH Dept. of Environmental Services

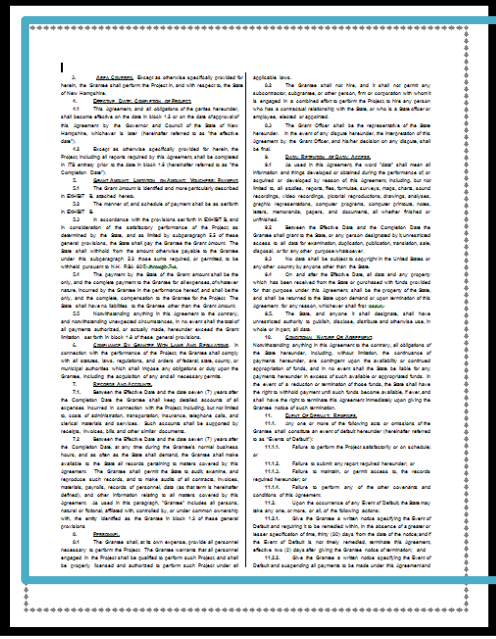
1.16. Approval by Attorney General (Form, Substance & Execution):

By: On: / /

1.17. Approval by the Governor and Council:

By: On: / /

2. Scope of Work: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 147-B:13, I(a), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described



3. Agreement. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. Compliance Guide; Compliance; and Research.

4.1. This agreement and all obligations of the parties hereunder, shall become effective on the date in block 1.6 or on the date of approval of this agreement by the Governor and Council of the State of New Hampshire, whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this agreement, shall be completed in its entirety, prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. Grant Amount; Limitation; no Amount Guaranteed; Payment.

5.1. The Grant Amount is identified and more particularly described in Exhibit B, attached hereto.

5.2. The manner of and schedule of payment shall be as set forth in Exhibit B.

5.3. In accordance with the provisions set forth in Exhibit B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 And 80:7-a.

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, whatsoever 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 liability to the Grantee other than the Grant amount.

5.5. Notwithstanding anything in this agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. Compliance By Grantee With Laws And Regulations. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. Reference And Amounts.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. Prevailing.

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 conflicting 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. Rights, Reports, and Grant 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, formulas, surveys, maps, charts, sound recordings, video recordings, photographs, pictures, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

9.4. On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. Conditional Nature 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; Enumeration.

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

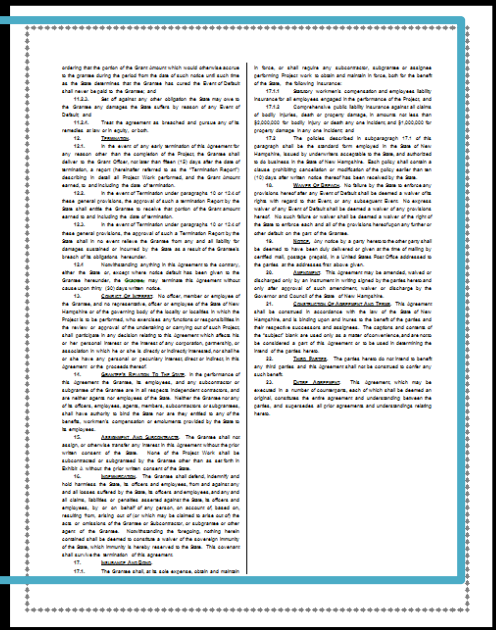
11.1.3. Failure to maintain, or permit access to, the records required hereunder; or

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 ten (10) 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 12.1 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 12.1 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. Agency Approval Required. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

14. Assignment Delegation Not Permitted. In the performance of this agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are at all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. Assignment And Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. Indemnification. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by, or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. Insurance And Bond.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1. Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2. Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 for bodily injury or death any one incident, and $1,000,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. Waiver Of Default. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. Amendment. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. Construction Of Agreement And Terms. This agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this agreement or to be used in determining the intent of the parties hereto.

22. Third Parties. The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

23. Entire Agreement. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

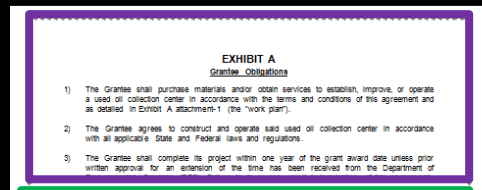


EXHIBIT A

Grantee Obligations

1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").

2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.

3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of

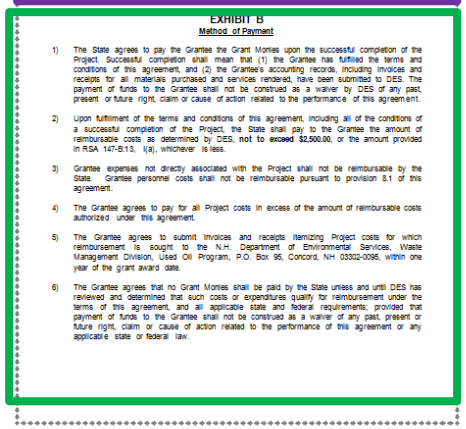


EXHIBIT B

Method of Payment

1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to DES. The payment of funds to the Grantee shall not be construed as a waiver by DES of any past, present or future right, claim or cause of action related to the performance of this agreement.

2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by DES, not to exceed $2,500.00, or the amount provided in RSA 147-B:13, I(a), whichever is less.

3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.

4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.

5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, Waste Management Division, Used Oil Program, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.

6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until DES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.

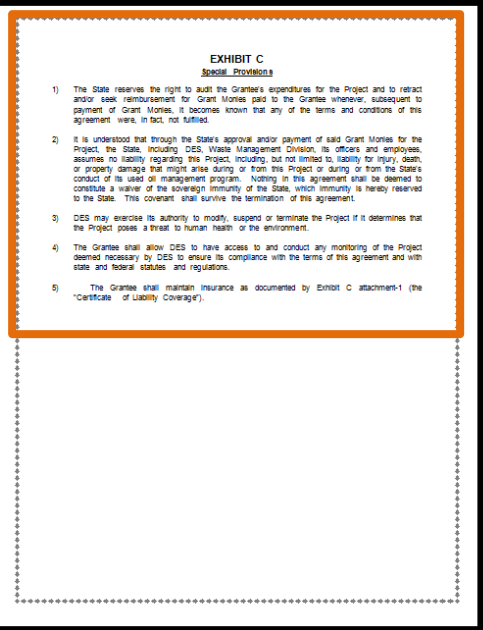


EXHIBIT C

Special Provisions

1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.

2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including DES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

3) DES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.

4) The Grantee shall allow DES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.

5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

ACORD Insurance Form

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SX TROPI05

DATE (MM/DD/YYYY) 01/05/09

PRODUCER
Barlocker Ins. Svs. - Salinas
License #0580438
232 Monterey Street
Salinas CA 93901
Phone: 831-424-6404 Fax: 831-424-0140

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 POLICIES BELOW.

INSURED
Tropical Creations, Inc.
Tropical Creations Landscape
Mgmt, Inc. Tropical Creations
Interior Plantscapes, Inc.
18555 Eddy St
Northridge CA 91324

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Florists' Mutual Insurance Co	13978
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC	PB11994	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	FMA008218 FMA008218	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $	EX09452	01/01/09	01/01/10	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCN3017809	01/01/09	01/01/10	X WC STATUTORY LIMITS / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A		OTHER Property	BP11994	01/01/09	01/01/10	BPP Ded	$80,000 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

PROOFOF

NH DES

Proof Of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATI DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTE NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHAL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 19

Certificate of Authorization

Certificate of Authorization: Lancaster

I, Jean E. Oleson, Town Clerk of Lancaster, New Hampshire, hereby certify that

on July 6, 2009, the Board of Selectmen voted to authorize
Date of Meeting

Dennis Patnoe to sign contracts on behalf of the Town with respect to
Grantee Signor

Grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.

Jean E. Oleson — *Signature of Town Clerk*

12/7/2012 — *Date*

Jean E. Oleson, Lancaster Town Clerk

Notarization

State of New Hampshire, County of Coos. On 12/7/12 *Date* before me,

Charity Blanchette, the undersigned officer, personally appeared
Printed Name of Notary Public or J.P.

Jean E. Oleson, who acknowledged herself to be the Town Clerk of the

Town of Lancaster, New Hampshire, and that she, Town Clerk being authorized

to do so, executed the foregoing instrument for the purposes therein contained.

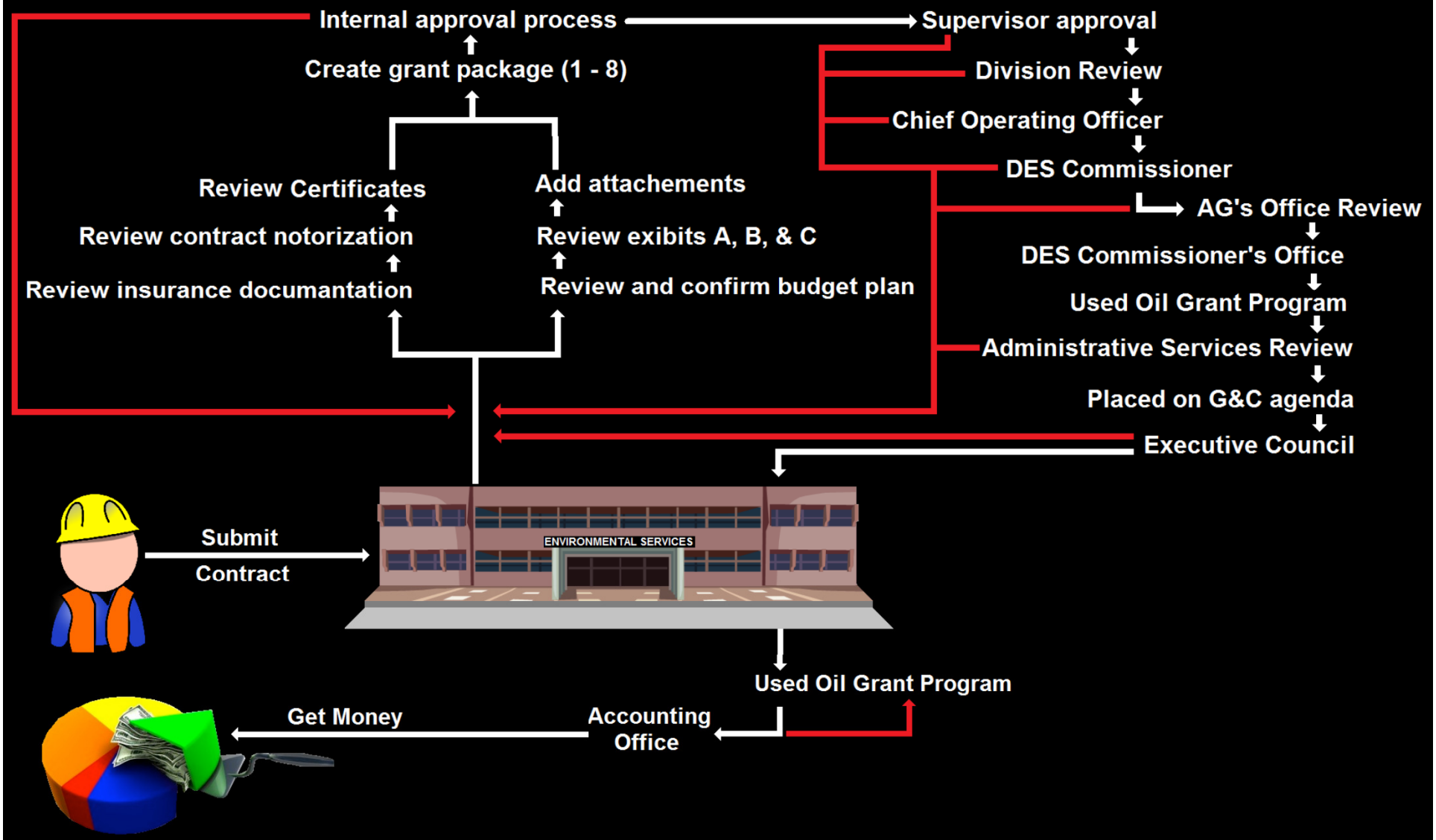
In witness hereof, I hereunto set my hand and official seal.

CHARITY M. BLANCHETTE NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 30, 2016 NEW HAMPSHIRE

Charity Blanchette (affix seal)
Signature of Notary Public ~~or Justice of the Peace~~

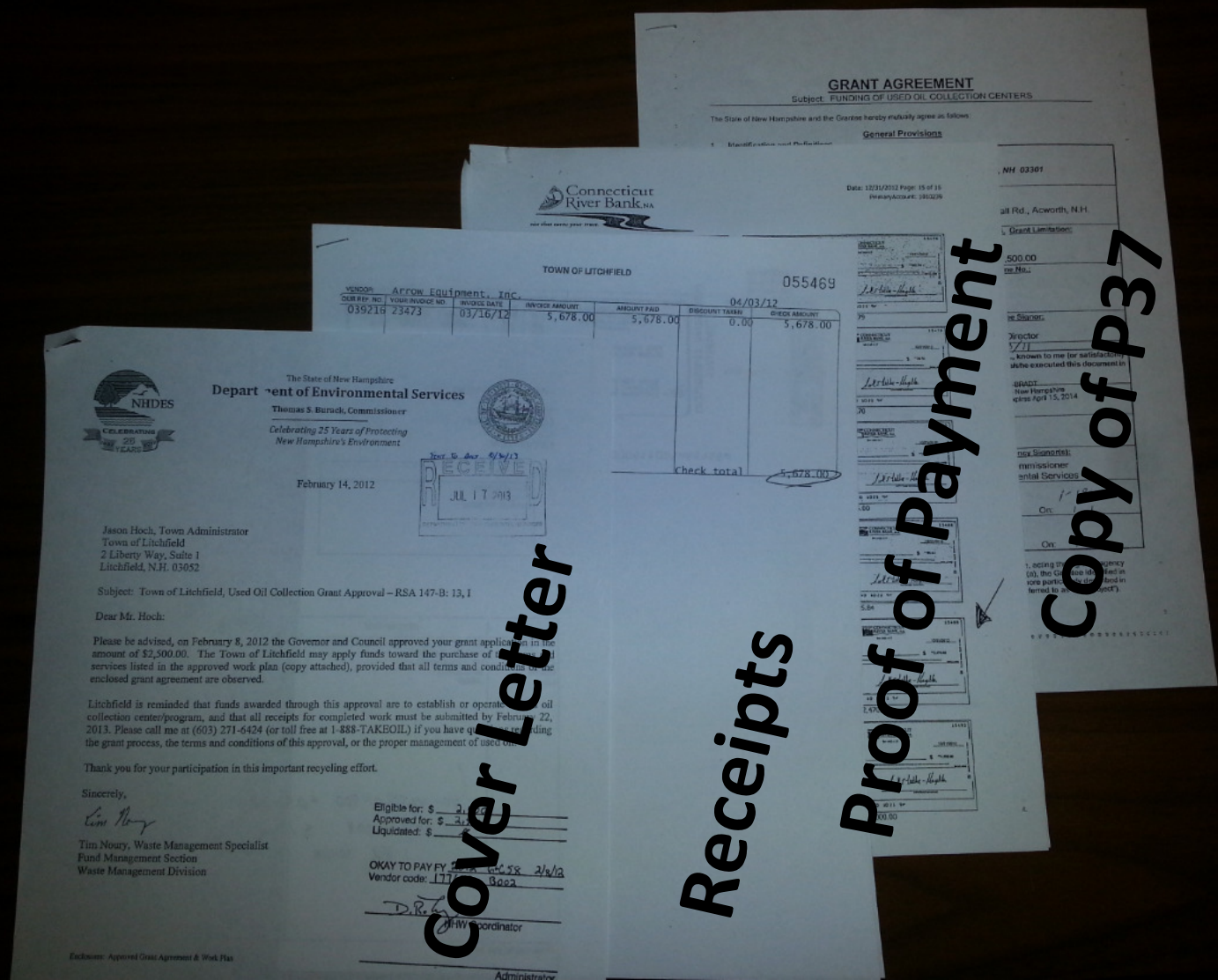
Commission Expiration Date: 3/30/2016

The Big Picture



Reimbursement

- Cover Letter
- Receipts
- Proof of Payment
- Photocopy of P37

Three weeks with accounting

Reimbursement