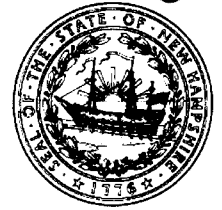




The State of New Hampshire  
**Department of Environmental Services**



**Thomas S. Burack, Commissioner**

April 17, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** contract with the Northeast Waste Management Officials' Association (NEWMOA) (Vendor # 161803), Boston, Massachusetts, in the amount of \$129,870.00 to provide funding for the Northeast Regional Pollution Prevention (P2) Information Center, effective upon Governor and Council approval through June 30, 2015. 100% Federal funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2014</u>	<u>FY2015</u>
03-44-44-440010-5009-102-500731	\$20,870	\$109,000
Dept of Environmental Services, Northeast Regional P2 Center, Contracts for Program Services		

**EXPLANATION**

This is a **sole source** contract because US Environmental Protection Agency's (USEPA) Office of Chemical Safety & Pollution Prevention has authorized DES to receive grant funds on behalf of the Northeast Waste Management Official's Association (NEWMOA), with the requirement that the department would enter into a contract with NEWMOA for \$129,870 to continue this regionally-based P2 project. NEWMOA is not eligible to directly receive USEPA funds for this project.

This project involves the continued administration, by NEWMOA, of a regional electronic data center designed to provide the assistance programs in the Northeast states (such as the DES Pollution Prevention Program and Small Business Technical Assistance Program) with information on the latest pollution prevention practices and technologies. This information is then used to help NH's small businesses run more efficiently, saving money and preventing pollution. This center also enables the states to share information, which promotes efficiency and enhances trouble-shooting capacity. Activities under this project will include: overall website management; supporting state efforts to measure environmental outcomes; fostering



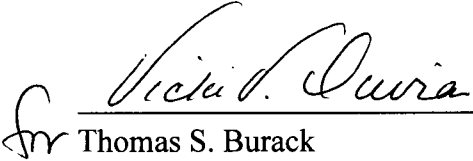
collaboration among states on green hospitality, sustainable lodging and green grocery stores; advancing the green chemistry social network; expanding the zero waste social network and existing core functions such as providing a national P2 news service; developing metrics to assess program performance; promoting P2 internship programs, including the partnership between DES and UNH; and providing a P2 library for state assistance programs, businesses and others.

NEWMOA is a nonprofit, nonpartisan interstate association. The membership is composed of state environmental agency directors of the hazardous waste, solid waste, waste site cleanup, pollution prevention, and underground storage tank programs in Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. NEWMOA was established by the governors of the New England states as an official interstate regional organization in accordance with Section 1005 of the federal Resource Conservation and Recovery Act (RCRA).

In addition to being specifically selected by EPA to receive grant funds through a competitive grant process, NEWMOA is also well-suited to carry out the projects as described. As New England's only interstate agency focused on solid and hazardous waste issues, NEWMOA is uniquely qualified to enter into this contract with DES. With its on-going workgroups and roundtables, NEWMOA is already skilled at bringing together state representatives in the areas of pollution prevention and solid and hazardous waste issues. As the current administrator of the Northeast P2 Information Center, NEWMOA is the right organization to continue to provide comprehensive pollution prevention information in a centralized format, on behalf of its members, the Northeast States.

This contract has been approved by the Office of the Attorney General as to form, execution and content. In the event that federal funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner



Subject: Northeast Regional Pollution Prevention Information Center (P2Rx) cont. **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, New Hampshire	
1.3 Contractor Name Northeast Waste Management Official's Assn. (NEWMOA)		1.4 Contractor Address 129 Portland Street, 6th Floor, Boston, MA 02114	
1.5 Contractor Phone Number 617-367-8558	1.6 Account Number 03-44-44-440010-5009-102	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$129,870
1.9 Contracting Officer for State Agency Stephanie D'Agostino		1.10 State Agency Telephone Number 603-271-6398	
1.11 Contractor Signature <i>Terri Goldberg</i>		1.12 Name and Title of Contractor Signatory Terri Goldberg, Executive Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> . On <u>4-4-2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <b>BARRY H. GAGNE</b> Notary Public, Commonwealth of Massachusetts My Commission Expires March 27, 2020 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Barry Gagne Notary Public.</i>			
1.14 State Agency Signature <i>Victor S. Duran</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5-1-2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JM  
Date 4/14/14





**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials TLG  
Date 4/4/14



attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

Contractor Initials   JG    
Date   9/9/14



## EXHIBIT A

### SCOPE OF SERVICES

#### *Northeast Regional Pollution Prevention Information Center*

**1. Advancing Data Management & Measurement for the Grocery Sector:** Under this Scope of Service, NEWMOA will develop a measurement methodology to estimate the cost savings and environmental benefits from sustainable practices implemented by grocery stores and reported through the state recognition programs. NEWMOA will use this methodology as the underpinnings for an online calculator that will allow grocers and assistance programs to easily estimate the environmental outcomes of their sustainability efforts.

**2. Fostering Collaboration in Green Hospitality by Convening Programs Nationally:** Under this Scope of Services, NEWMOA will manage the National Sustainable Lodging Network. National Sustainable Lodging Network, [www.sustainablelodging.org](http://www.sustainablelodging.org), is an online social network and information clearinghouse for sustainable hospitality practitioners.

NEWMOA will perform the following activities to support the Network:

- Support the implementation and marketing of the National Sustainable Lodging Network
- Maintain the features of the site, provide content, and foster networking and communication among members
- Continue to explore opportunities to expand the scope of the network to other areas of sustainable hospitality, such as restaurants, casinos, eco-tourism, golf courses, and green meetings

**3. Managing a Green Chemistry Social Network:** Under this Scope of Service NEWMOA will continue to develop the Green Chemistry Connection, [www.greenchemconnect.org](http://www.greenchemconnect.org), a professional social network of green chemistry practitioners. The purpose of the social networking site is to advance green chemistry in the Northeast through networking and information sharing among interested practitioners. In collaboration with the EPA Region 1 Green Chemistry Challenge Workgroups, NEWMOA developed and launched the website. Under this scope of service NEWMOA will expand the membership in the site nationally and continue to add content to the site and foster communication amongst the various stakeholders.

**4. Expanding the Zero Waste Social Network to Advance Sustainable Materials Management:** Under this Scope of Service NEWMOA will continue to develop the Zero Waste Connection, [www.zerowasteconnection.org](http://www.zerowasteconnection.org), a social networking site that supports the efforts of those managing zero waste programs at the federal, state, and local levels. The purpose of the site is to foster innovation in zero waste programs through the exchange of ideas in real-time. This social networking site combines a number of different Web 2.0 technologies including discussion forums, groups, news, as well as traditional content such as research and policy papers and case studies.

**5. P2Rx Center Core Functions:** NEWMOA will continue to maintain the core functions of the Northeast Regional Pollution Prevention Information Center including: maintaining a functioning website, updating database resources such as the Topic Hubs and P2 News,

participating in the National Network through conference calls and meetings, marketing P2Rx resources, and responding to information requests as they are received.

**6. Support of the National P2 Results Data System:** The National P2 Results Data System is an online database designed to regionally aggregate P2 results data from public agencies and to make this information easily accessible. Under this Scope of Service NEWMOA, in coordination with the other P2Rx Centers, will continue to support the National P2 Results Data System by:

- managing the Region 1 and 2 components of the National P2 Results Data System,
- answering questions from state and local programs as they enter their data,
- managing login credentials for participating programs,
- using the System to track the activities and outcomes associated with the Center's activities.

### **Deliverables**

There are a number of deliverables that will be fulfilled under this Scope of Services in support of the P2Rx National Network, the Northeast Regional Pollution Prevention Information Center, and their information products. The following is a list of these deliverables:

- Developing a measurement methodology for the grocery sector
- Managing the National Sustainable Lodging Networking
- Managing the Green Chemistry Connection
- Expanding the Zero Waste Connection
- Performing core functions of the Northeast Regional Pollution Prevention Information Center, including maintaining and updating a number of online resources
- Supporting the use of the National P2 Results Data System by programs in the northeast
- Participating in P2Rx Administration calls
- Marketing P2Rx resources
- Participating in annual meetings

**EXHIBIT B**

**PAYMENT SCHEDULE**

*Northeast Regional Pollution Prevention Information Center*

NH shall reimburse NEWMOA for its expenses based upon receipt and approval of monthly invoices for actual expenses in accordance with the following budget:

<b>NEWMOA Personnel</b>	<b>66,203</b>
Executive Director (0.04 FTE/year)	4,129
Project Manager (0.57 FTE/year)	41,348
Programmer (0.23 FTE/year)	5,382
Project Coordinator (0.25 FTE/year)	13,284
Administrative Assistant (0.04 FTE/year)	2,060
<b>Fringe (27% of salaries)</b>	<b>17,875</b>
<b>Travel<sup>1</sup></b>	<b>4,000</b>
<b>Contractual</b>	<b>1,000</b>
<b>Other</b>	<b>1,070</b>
<b>Total Direct Charges</b>	<b>90,148</b>
<b>Indirect Charges<sup>2</sup></b>	<b>39,722</b>
<b>Total Budget</b>	<b>\$129,870</b>

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<sup>1</sup> This includes funding for travel for two NEWMOA staff to attend one national P2Rx meeting as well as travel to states and other regional meetings.

<sup>2</sup> NEWMOA has a Nonprofit Organization Indirect Cost Negotiation Agreement in place with the U.S. Department of Interior, National Business Center, Report Nos. 09-A-073 (07F) and 09-A-074 (09P).

**EXHIBIT C**

**SPECIAL CONDITIONS**

***Northeast Regional Pollution Prevention Information Center***

Paragraph 14 of the General Provisions is hereby modified to require \$1,000,000 in general liability insurance due to NEWMOA's non-profit status.

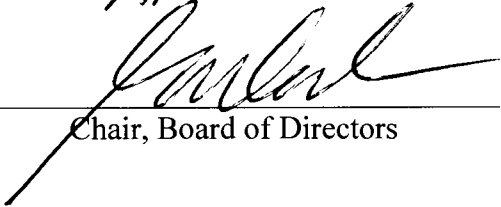


**CERTIFICATE**

I, George Desch, Chair of the Board of Directors of the Northeast Waste Management Officials' Association (NEWMOA), do hereby certify that: Terri Goldberg is the duly appointed Executive Director of NEWMOA, an official interstate organization created by the Governors of the New England States under the provisions of the Federal Resource Conservation and Recovery Act, and approved by the Regional Administrator of the U.S. Environmental Protection Agency; she is duly authorized under the by-laws of NEWMOA, as amended on April 29, 2011, to sign checks and enter into contracts and grant agreements as necessary to conduct NEWMOA business; and, 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.

George Desch  
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of Directors of the Association, this 2<sup>nd</sup> day of April, 2014.

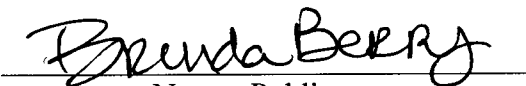
  
Chair, Board of Directors

State of Vermont, County of Washington

On this the 2<sup>nd</sup> day of April, 2014, before me Brenda BERRY  
Notary Public

the undersigned officer, personally appeared George Desch who acknowledged himself to be the Chairman of the Board of Directors of the Association, 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

Commission Expiration Date: 2/10/2015  
(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central Street  Natick MA 01760	CONTACT NAME: Select
	PHONE (A/C No. Ext): (508) 651-7700 FAX (A/C No.):
INSURED Northeast Waste Management Officials 129 Portland Street  Boston MA 02114	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great American Insurance Co NY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1432431696 REVISION NUMBER:  
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SPP556315507	9/10/2013	9/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Inside research and training

CERTIFICATE HOLDER  lmakina@newmoa.org  New Hampshire Department of Environmental 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Ronald Cleaves/EEA
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