



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 18, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **Sole Source** contract (PO# 1054776), with the Northeast Waste Management Officials' Association (NEWMOA), (Vendor #161803-B001) Boston, Massachusetts, to increase the contract by \$19,780 to \$191,608 from \$171,828, and to expand the original scope of work, effective upon Governor & Council approval through September 30, 2018. The original contract was approved by Governor & Council on March 8, 2017, item # 55B. 100% federal funds.

Funding is available in the account as follows:

	<u>FY 2018</u>
03-44-44-440010-5009-102-500731	\$19,780
Dept. of Env. Services - Northeast Regional P2 Center, Contract for Program Services	

EXPLANATION

This request will allow for additional funding of \$19,780 from the U.S. Environmental Protection Agency (USEPA) to be contracted to NEWMOA to expand the scope of work of the current contract, as described in the attached contract amendment. This is a **Sole Source** contract because USEPA has authorized NHDES to receive grant funds on behalf of NEWMOA, with the understanding that NHDES would enter into a contract to continue this regionally-based Pollution Prevention Prescription Center (P2Rx project). NEWMOA is not eligible to directly receive USEPA funds for this project.

The additional funds from USEPA's Office of Pollution Prevention will enable NEWMOA to expand its proposed efforts and allow continued support for the Northeast Regional Pollution Prevention Information Center, which is administered by NEWMOA. The regional electronic data center is designed to provide the assistance programs in the Northeast states (such as the NHDES' Pollution Prevention Program) with information on the latest pollution prevention practices and technologies. In addition, this center enables the states to share information on their efforts with particular sectors, which promotes efficiency and enhances trouble-shooting capacity.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2

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 Section 1005 of the federal Resource Conservation and Recovery Act (RCRA).

This amendment has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner

Agreement for Services with the Northeast Waste Management Officials' Association

Amendment No. 1

This Agreement (hereinafter called the "Amendment") is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Northeast Waste Management Officials' Association, acting by and through its Executive Director, Terri Goldberg (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by Governor and Council on March 8, 2017, Item # 55B, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Contractor and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) Increase the P-37 Section 1.8 amount by \$19,780.00 from \$171,828 to \$191,608.
 - (B) Replace Exhibit B with attached Revised Exhibit B.
 - (C) Under Exhibit A, Deliverable 1 - "Advancing Sustainability in the Food Manufacturing Sector," add the additional language at the end of the paragraph, as follows, "NEWMOA will perform outreach to state, regional, and national trade associations and market the events to industry members through direct mailings."
 - (D) Under Exhibit A, Deliverable 3 - "Enhancing and Measuring Green Business Success," add the additional language at the end of the paragraph, as follows, "NEWMOA will develop a short video tutorial on how to apply through the system."
 - (E) Under Exhibit A, Deliverable 4 - "Connecting Businesses and Assistance Providers Online to Advance Sustainable Outcomes," at the end of the first sentence, replace "... sending out periodic email updates," with "... sending out biweekly email updates."
2. All other terms and conditions remain in effect.

Contractor Initials TUG
Date 10/7/17

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

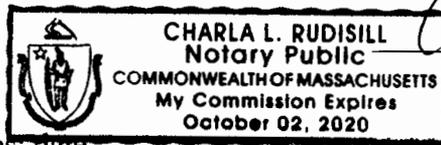
Northeast Waste Management Officials' Association

By *Terri Goldberg* 11/7/17
Terri Goldberg, Executive Director

STATE OF MASSACHUSETTS
COUNTY OF Suffolk

On this the date day of month, year, before the undersigned officer, personally appeared Terri Goldberg, Executive Director, who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

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



Charla L. Rudisill
enter name notary public/JOP,
select title

My Commission Expires: date
10/2/2020

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By *Robert R. Scott* On: 12-21-17
Robert R. Scott, Commissioner

Approval by Attorney General this (form, substance, execution)

By *[Signature]* On: 12/27/18
Assistant Attorney General

Revised Exhibit B

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:

	Current Funding	Change	Revised Funding
NEWMOA Personnel	82,604	10,368	92,972
Executive Director (0.02 FTE/year)	8,258	3,240	11,498
Project Manager (0.37 FTE/year)	63,834	4,312	68,146
Intern (Programmer) (0.01 FTE/year)	2,926	-1,463	1,463
Project Manager (0.06 FTE/year)	6,556	4,269	10,825
Administrative Assistant (0.01 FTE/year)	1,030	10	1,040
Fringe (32% of salaries)	26,434	3,317	29,751
Travel¹	6,600	0	6,600
Contractual	5,000	0	5,000
Other	802	(230)	572
Total Direct Charges	121,440	13,455	134,895
Indirect Charges²	50,388	6,325	56,713
Total Budget	\$171,828	19,780	\$191,608

¹ This includes funding for travel **support** for one NEWMOA staff to attend one national P2Rx meeting as well as travel to states and other regional meetings.

² 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).

Contractor Initials ML
Date 11/7/12

CERTIFICATE

I, Charles Schwer, 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 the conduct of 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.

Charles Schwer

(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 15 day of November, 2017.



Chair, Board of Directors

State of Vermont
County of Washington

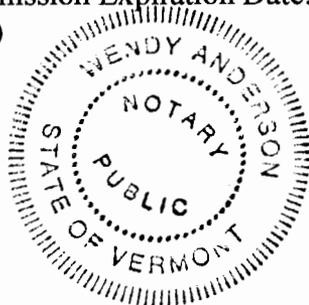
On this the 15th day of NOVEMBER, 2017, before me Wendy Anderson
Notary Public

the undersigned officer, personally appeared Charles Schwer 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.

Wendy Anderson
Notary Public

Commission Expiration Date: 2/10/2019
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2017

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 St Natick MA 01760	CONTACT NAME: Select Department PHONE (A/C No. Ext): (800) 572-4538 E-MAIL ADDRESS: selectwork@easterninsurance.com	FAX (A/C, No): 781-586-8244
	INSURER(S) AFFORDING COVERAGE	
INSURED Northeast Waste Management Officials Association 89 South Street 6th Floor Boston MA 02111	INSURER A: Great American Insurance Co NY 16691	
	INSURER B: Great American Insurance Co NY 16691	
	INSURER C: National Casualty Company 11991	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 CERT **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			SPP556315511	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
A	AUTOMOBILE LIABILITY			SPP556315511	9/10/2017	9/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		SPP556315511	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC556315611	9/10/2017	9/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	Directors and Officers			EKO3239726	12/1/2017	12/1/2018	Aggregate \$1,000,000	
							Deductible \$5,000	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSIDE RESEARCH & TRAINING

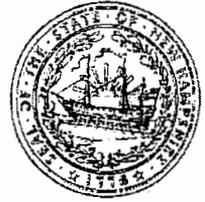
CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES 29 HAZEN DRIVE CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/KH3 

© 1988-2014 ACORD CORPORATION. All rights reserved.

Stephanie D'Agostino



The State of New Hampshire
Department of Environmental Services



Clark B. Freise, Assistant Commissioner

January 23, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 3/8/17
ITEM # 553

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services to enter into a **SOLE SOURCE** contract with the Northeast Waste Management Officials' Association (NEWMOA), (Vendor #161803-B001) Boston, Massachusetts, in the amount of \$171,828.00 to provide funding for the Northeast Regional Pollution Prevention Information Center, effective upon Governor & Council approval through September 30, 2018. 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. Funding for FY 2018 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2017</u>	<u>FY 2018</u>
03-44-44-440010-5009-102-500731	\$80,000	\$91,828

EXPLANATION

This is a **sole source** contract because EPA has authorized DES to receive grant funds on behalf of NEWMOA, with the understanding that we would enter into a contract with NEWMOA to continue this regionally-based Pollution Prevention Prescription Center (P2Rx project). NEWMOA is not eligible to directly receive EPA funds for this project.

The grant from EPA's Office of Pollution Prevention will allowed continued support for the Northeast Regional Pollution Prevention Information Center which is administered as a program of the Northeast Waste Management Officials Association (NEWMOA). The regional electronic data center is designed to provide the assistance programs in the Northeast states (such as the DES' Pollution Prevention Program) with information on the latest pollution prevention practices and technologies. In addition, this center enables the states to share information on their efforts with particular sectors, which promotes efficiency and enhances trouble-shooting capacity.

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, New Hampshire, Massachusetts, New Jersey, New York, Rhode Island, and Vermont. NEWMOA was established by

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2

the governors of the New England states as an official interstate regional organization in accordance 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 area of pollution prevention and solid and hazardous waste issues. As the current administrator of the Northeast P2Rx 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 amendment has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read 'Clark B. Freise', written over a horizontal line.

Clark B. Freise
Assistant Commissioner

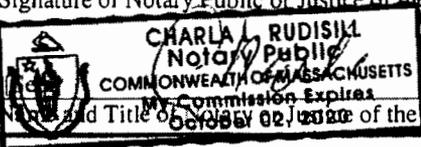
Subject: Northeast Regional Pollution Prevention Information Center (P2Rx) cont. **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive Concord, New Hampshire</u>	
1.3 Contractor Name <u>Northeast Waste Management Officials' Assn. (NEWMOA)</u>		1.4 Contractor Address <u>89 South Street, Suite 600, Boston, MA 02111</u>	
1.5 Contractor Phone Number <u>617-367-8558</u>	1.6 Account Number <u>03-44-44-440010-5009-102</u>	1.7 Completion Date <u>September 30, 2018</u>	1.8 Price Limitation <u>\$171,828</u>
1.9 Contracting Officer for State Agency <u>Stephanie D'Agostino</u>		1.10 State Agency Telephone Number <u>603-271-6398</u>	
1.11 Contractor Signature <u><i>Terri Goldberg</i></u>		1.12 Name and Title of Contractor Signatory <u>Terri Goldberg, President</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>12/5/16</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  <u><i>Charla Rudisil</i></u>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Charla Rudisil, Notary Public</u>			
1.14 State Agency Signature <u><i>Clark B. Freise</i></u>		1.15 Name and Title of State Agency Signatory <u>Clark B. Freise, Asst. Commissioner</u>	
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: <u><i>John C. Mc</i></u> On: <u>1/19/17</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 TGB
Date 12/5/16

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 12/5/16

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.

EXHIBIT A

SCOPE OF SERVICES

Northeast Regional Pollution Prevention Information Center

- 1. Advancing Sustainability in the Food Manufacturing Sector: Under this scope of Services,** NEWMOA will convene a multi-stakeholder advisory group to aid in planning two food manufacturing regional roundtable meetings. NEWMOA will hold a regional roundtable for food processors in EPA Region 1 in the first year and EPA Region 2 in the second year. NEWMOA will deliver training as part of the roundtable meetings on sustainability and pollution prevention (P2) practices in food processing, such as greener cleaning and sanitizing, water conservation, and best practices and safer alternatives in ammonia refrigeration.
- 2. P2 & Sustainability Regional & National Coordination:** Under this Scope of Services, NEWMOA will convene annual regional roundtable meetings of state P2 TAPs and support a Steering Committee of state and EPA P2 program managers to help plan and coordinate the meetings and other activities in the northeast. NEWMOA will also hold periodic calls of the regional roundtable and participate in national EPA/states dialogue meetings and P2Rx planning meetings.
- 3. Enhancing and Measuring Green Business Success:** Under this Scope of Services, NEWMOA will adopt and administer a version of the California Green Business Network's GreenBizTRACK software for the northeast states' green business programs. NEWMOA will work with states to increase enrollment in these programs and capture environmental outcomes from businesses certified and recognized by the programs.
- 4. Connecting Businesses and Assistance Providers Online to Advance Sustainable Outcomes:** Under this Scope of Services, NEWMOA will support National Sustainable Lodging Network and the Zero Waste Connection professional social networking sites by hosting the websites, posting information on events and resources, and sending out periodic email updates. These social networks allow assistance providers and businesses to share information and ideas on source reduction and sustainability practices. They act as communication conduits, helping to disseminate information and assistance tools developed by EPA, the state programs, and others.

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:

NEWMOA Personnel	82,604
Executive Director (0.02 FTE/year)	8,258
Project Manager (0.37 FTE/year)	63,834
Intern (0.01 FTE/year)	2,926
Project Manager (0.06 FTE/year)	6,556
Administrative Assistant (0.01 FTE/year)	1,030
Fringe (32% of salaries)	26,434
Travel¹	6,600
Contractual	5,000
Other	802
Total Direct Charges	121,440
Indirect Charges²	50,388
Total Budget	\$171,828

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

² NEWMOA has a Nonprofit Organization Indirect Cost Negotiation Agreement in place with the U.S. Department of Interior, National Business Center, Report Nos. 14-A-0786 (13F) and 14-A-0787 (15P).

TLG
12/5/16

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 OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2016

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 St Natick MA 01760		CONTACT NAME: Select Department PHONE (A/C No. Ext): (800) 572-4538 E-MAIL ADDRESS: selectwork@easterninsurance.com FAX (A/C No): 781-586-8244	
INSURED Northeast Waste Management Officials Association 89 South Street 6th Floor Boston MA 02111		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co NY INSURER B: National Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 16/17 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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		SPP556315510	9/10/2016	9/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ 2,000,000 Nonowned/Hired Auto \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SPP556315510	9/10/2016	9/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		SPP556315510	9/10/2016	9/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC556315610	9/10/2016	9/10/2017	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
B			EPP2247133A	12/1/2016	12/1/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSIDE RESEARCH & TRAINING

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive P.O. 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 John Koegel/MET
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

CERTIFICATE

I, Richard Bizzozero, Chair of the Board of Directors of the Northeast Waste Management Officials' Association (NEWMOA), do hereby certify that: Terri Goldberg is the duly appointed President 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.

Richard Bizzozero
(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 7th day of December, 2016.

Richard Bizzozero
Chair, Board of Directors

State of Massachusetts, County of Suffolk

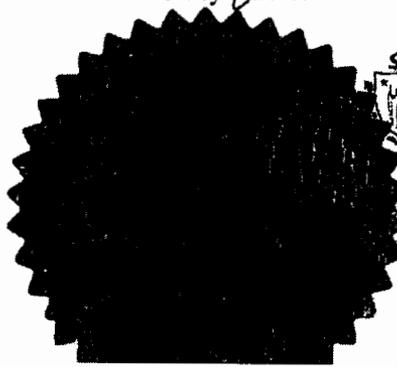
On this the 7th day of December, 2016, before me Laura-Jean Canducci
Notary Public

the undersigned officer, personally appeared Richard B. Bizzozero 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.

Laura-Jean Canducci
Notary Public

Commission Expiration Date:
(Seal)



LAURA-JEAN CANDUCCI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 8, 2019