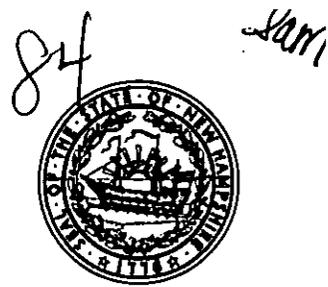




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

February 4, 2019

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

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REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** contract with the Northeast Recycling Council, Inc. (NERC) (VC# 160635) in the amount of \$2,500 through June 30, 2019 for the purpose of having NERC provide a continuing education workshop (Implementing a Pay As You Throw Program) for solid waste facility operators.

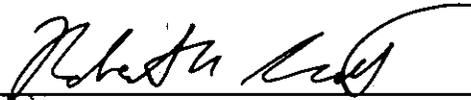
Funding is available in the account as follows:

	<u>FY2019</u>
03-44-44-444010-5402-102-500731	\$2,500
NHDES Solid Waste Program – Contract for Program Services	

EXPLANATION

NHDES is responsible under RSA 149-M:6 for implementing a solid waste facility operator certification and training program. To maintain certification, operators are required to participate in 2.5 hours of continuing professional development each year. NERC successfully provided basic information regarding Pay As You Throw for solid waste operators in 2018. The purpose of this 2019 workshop is for attendees to design and develop a PAYT program specific to their municipality including outlining an education program for their constituents. The NERC workshop under this contract will satisfy the requirement and provide operators with useful information to help establish or enhance waste management techniques that are relevant to the Waste Management Hierarchy adopted in RSA 149-M. This requested contract is **SOLE SOURCE** because NERC is the state's expert on Pay As You Throw programs.

We respectfully request your approval.



Robert R. Scott, Commissioner

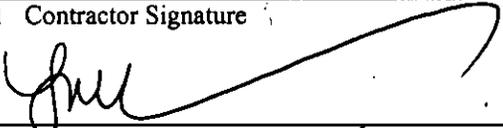
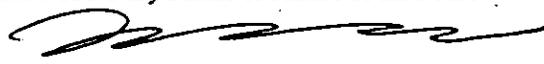
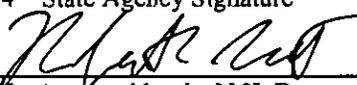
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Northeast Recycling Council, Inc. (NERC)		1.4 Contractor Address 139 Main St., Suite 401, Brattleboro, VT 05301	
1.5 Contractor Phone Number 802-254-3636	1.6 Account Number 03-044-44-444010-5402-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,500
1.9 Contracting Officer for State Agency Tara Mae Albert		1.10 State Agency Telephone Number 603-271-3713	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lynn Rubinstein, Executive Director	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Windham</u> On <u>November 29th 2019</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  [Seal]		MIRANDA M. BLAKE Notary Public, State of Vermont My Commission Expires Feb. 10, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Miranda Blake Lead Teller</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, 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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

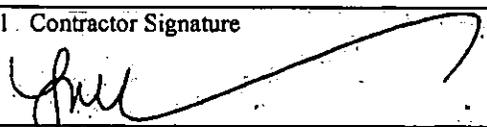
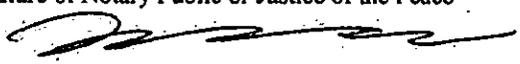
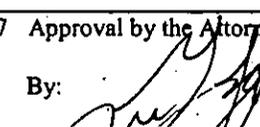
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1.14 State Agency Signature  Date: <u>2-1-19</u>		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/15/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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Contractor Initials *JC*

Date *4/29/18*

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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 – List of Services

The Northeast Recycling Council, Inc. (NERC) will provide training for solid waste operators as detailed below. The NH Department of Environmental Services (NHDES) will be responsible for workshop registration, marketing, and distribution of a "homework" assignment to workshop registrants for completion prior to their attendance, as well as providing refreshments, copies of the agenda and evaluation forms on the day of the workshop. After the completion of the workshop, NHDES will provide a summary of attendee evaluations to NERC and will post the PowerPoint presentations and related training materials on the NHDES website. The primary NHDES contact for the contracted workshops is Tara Mae Albert, SWOT Coordinator.

In the event of force majeure, the workshop will be rescheduled for a date that is agreeable to both NERC and NHDES that is prior to June 30, 2019.

Workshop: Implementing a Pay As You Throw Program Specific to Your Facility

The workshop will run for at least 3.0 hours on February 27, 2019 starting at 9:00 am at the NHDES Office Building on 29 Hazen Drive in Concord, NH. Additionally, NERC will conduct a second session of the workshop in the afternoon of the same day, in the event the morning class is full and there are 15 or more facilities on a waiting list to attend. Trainers are expected to arrive no later than 8:15 am. The training rooms will not be accessible prior to 8:00. At this workshop, NERC will provide attendees with up-to-date information on implementing a Pay As You Throw (PAYT) program that can be tailored to suit the needs of the attendee's municipality. The information provided by NERC will be consistent with the outline NERC provided to NHDES in support of this contract, detailing their proposed workshop, including worksheets developed by CT DEEP to assist municipal transfer stations in developing and implementing a PAYT Program specific to their community. NERC will provide to NHDES for distribution to attendees in advance of the workshop written information and a worksheet for use by the attendee in evaluating the specific needs of the attendee's community. NERC instructors will use this information to help the attendees build a PAYT program that will custom fit their community's needs.

Deliverables include:

1. By January 15, 2019, NERC shall provide, based on the approved course outline, a DRAFT presentation including speaking points and a DRAFT Agenda to the SWOT Coordinator.
2. By January 25, 2019, NERC shall provide FINAL worksheets to the SWOT Coordinator to distribute to the registered attendees.
3. On or before February 1, 2019, NERC shall participate in a conference call with NHDES to discuss needed revisions, if any, to the draft presentation.
4. By February 18, 2019, NERC shall provide a final electronic copy of the presentation to NHDES.
5. On the day of the workshop, NERC shall provide to attendees copies of pertinent educational material, brochures, and/or vendor lists in support of the training.

EXHIBIT B – Method of Payment

The contract price for the workshops shall be \$2,500. After the completion of the workshop, NERC shall send an invoice to NHDES with the amount due. NHDES will process the invoice and submit to the Department of Administrative Services (DAS) within one week following receipt.

EXHIBIT C – Special Provisions

NHDES and NERC request a waiver to the provision in 14.1.1. relevant to comprehensive general liability insurance per occurrence be in the amount of \$2,000,000. NERC maintains a policy for \$1,000,000. The waiver is appropriate for the following reasons.

- The contracted training events will be provided at NHDES offices;

Initial
Date
11/29/18

Contract between NHDES and NERC
SWOT Workshop on February 27, 2019

- The contracted training will not involve the use of equipment or machinery that is likely to cause injury or fire;
- The contracted training does not involve the provision of transportation services; and
- On several prior occasions, with a waiver in place, NERC has reliably provided similar training under similar circumstances.

2019
February 27, 2019

Initial
Date
11/29/18

Pay As You Throw—Implementation Strategies
Wednesday, February 27, 2019, 9-Noon
NH Department of Environmental Services Training

This training is designed to meet the needs of municipal officials and staff. We will explore Pay as You Throw options, planning, and implementation strategies through presentation, discussion, and hands-on exercises.

Topics to be Discussed

Understanding Pay as You Throw or Variable-Rate Waste-Disposal Pricing Systems

What is Pay as You Throw (PAYT)?

- Also known as Unit-Based Pricing, Variable Rate Disposal or Pricing, User Pay, or SMART (Save Money and Reduce Trash)
- PAYT incorporates two primary principles of environmental policy: the “polluter pays principle” and the “shared responsibility” concept.
- Under PAYT, the waste generator is charged for his or her waste generation. If a person chooses not to recycle and/or compost, it’s completely up to them for the most part, unless the state or municipality has a landfill ban in place or a mandatory recycling regulation.
- The optimal PAYT system measures the amount of individual waste collected, either by weight or volume, and charges the waste producer a fee equal to the social and economic cost of his or her waste generation.

PAYT Program Planning and Design

Types of Variable-Rate Waste-Disposal Pricing Systems

Variable-rate programs are flexible and adaptable to a wide range of community types.

They can be categorized into five major types:

- Variable Can or Subscribed Can
- One-can customers
- Bag Program
- Tag or Sticker Programs
- Hybrid System
- Weight-based System
- Other Variations

- Advantages/Disadvantages of each type. Review Worksheet 4.

Citizens Solid Waste Advisory Committees/PAYT Task Force Strategies

- Advantages and Disadvantages of involving citizens in PAYT program planning

Identification of PAYT Goals

- Identifying the reasons why the municipality is interested in pursuing a PAYT program
- Political considerations
- Goals and interests of other stakeholders (residents, haulers, businesses, seniors, multi-family property management/residents, seasonal populations, low income residents, others)

- ▶ *Group brainstorm and review Worksheet 1.*

Municipal Profile

- What is the background information that is necessary to make informed program design decisions?
 - ▶ *Worksheet 2 – Give this to attendees in advance to complete and bring with them.*
 - ▶ *Review completed worksheets as a group and highlight key indicators.*

Legal Authority/Legal Issues

- Does the municipality/town of legal authority to implement a PAYT program?
- Can the municipality/town require haulers to participate?
- Draft and enact any necessary ordinances to charge a variable rate for waste collection.
- Draft and enact any additional necessary/complementary ordinances.
 - Banning waste burning
 - Banning illegal dumping
 - Limiting container weights
 - Add additional items for recycling
 - Prohibiting unauthorized containers for use in the PAYT program
- Define enforcement responsibilities (work with police and health departments).

Political Considerations

Initial political and citizen confusion and resistance to PAYT program implementation may occur.

- What are the barriers to implementing PAYT? Possible Solutions?
- Understand what the concerns may be and how to respond.
- Understand the decision-making process in your municipality/town in order to move the project forward successfully.
- Which elected officials/decision-makers/stakeholders already support PAYT; which do you think might support PAYT if they knew more about it?
- What are citizen activists saying? How can they be persuaded?
- Who are typical allies in PAYT? Environmental activists, seniors, others?
 - ▶ *Group brainstorm and review Worksheets 3 & 6.*

Additional planning tasks

- Develop and implement policies for accommodating low-income residents, physically handicapped, and elderly residents.
- Develop and implement policies for accommodating residents of multi-family units.
- Develop procedure for gathering and analyzing data on waste generation amounts and costs. Conduct baseline data collection.

What PAYT System is right for your community?

- Group discussion of the above factors and any others that come into play when making this decision.

Cost infrastructure/Rate Structure Design

What costs do you want your PAYT system to include? Consider the philosophical, political, and economic influences in your community.

Step 1: Waste Collection Forecast

- Estimate the amount of waste you will be collecting under Pay-As-You-Throw.

Step 2: Estimate your program costs and the cost of any complementary programs.

Prior to calculating costs, some key financial assumptions are necessary.

- Will all costs associated with collection and disposal of MSW and recyclables be included in the PAYT program?
- Or, just a portion of those costs in the PAYT program? If only a portion, which costs are they? Why?
- What are the costs? Fixed and variable MSW, Recycling, complementary programs
- Should there be a sliding scale for cost of disposal? Based on what?
- Should there be a cost associated with recycling? What are the costs associated to MSW, recycling, C&D, yard waste—tipping/handling fees? Hauling? Processing? Which should be included?
- Should the town/facility implement a mandatory recycling or other mandate to go along with this message and help increase diversion?
- How is the program going to affect existing solid waste and recycling operations? Does the town need to reconfigure their transfer station in order to make this work?

Step 3: Estimate the per container price (or per bag, volume) needed to meet your program costs in Step 2.

Prices will be dependent on two things: the type of PAYT program planned and the assumptions regarding the specific costs the PAYT program are proposed to cover.

- Develop and test your rate structure and your budgeting and tracking systems.
 - ▶ *Worksheet 5 – Give this to attendees in advance to complete as much as possible.*
 - ▶ *Provide completed sample worksheets to review as a group.*

Public Outreach

What are the public outreach goals for the program and how will they be achieved? Who are the targeted stakeholders (decisionmakers, residents, haulers, businesses, seniors, multi-family property management/residents, low income residents, seasonal populations, others).

Planning and Design Phase

- Soliciting feedback
- Feedback should be initiated during the planning stage, through outreach, surveys, involvement of a citizen taskforce.
 - ▶ *Group discussion: What are target audiences for initial feedback? How can they best be reached?*

Implementation Phase

- Outreach during the implementation phase begins during the final design.
 - Planning the education and outreach campaign: Informing residents about how to participate (for example, where to buy bags, any changes to the recycling program, complementary programs being added or modified, how to handle bulky items, etc.).
 - Develop outreach materials and schedule briefings and presentations.
 - Create a phone bank hotline for the first few weeks of program operation.
- *Group discussion: What types of educational outreach materials should be designed? What messages are important to relay? Review Worksheet 7.*

Implementation Schedule

Tasks and Staff Training

- Reassign collection and management staff as needed to new roles in outreach, enforcement, and administration.
 - Determine ongoing administrative tasks that will be associated with the program (billing, accounting procedures, program maintenance, etc.).
 - Prepare staff to address residents' concerns and questions.
 - Develop a phase-in strategy (e.g. collect all wastes for several weeks, but leave "errors tags" where needed to educate customers that only correctly paid and packaged trash will be collected in the future).
 - Work with retail establishments to carry bags, if necessary.
 - Consider working with the business community to ensure that they lock their dumpsters to prevent illegal dumping.
 - Address specifics for each system: Bag-and tag; Can-based; Weight-based; Hybrid)
- *Group discussion: What other tasks may be necessary? Review Worksheet 8.*

Program Maintenance, Monitoring and Evaluation

- Set up an ongoing system for program maintenance, monitoring and measurement.
 - Quantity of bags being ordered; if different size bags are being used, what is the ratio of use (e.g., two 33-gal. bags are purchased for every one 20- gal. bag); are enough bags being purchased?
 - Storage and distribution mechanisms – are they effective?
 - Accounting and billing procedures – do they need adjustments? Waste generation – is it showing a reduction? How much?
 - Recyclable collection – is it showing an increase? How much?
 - Rate structure – is it adequate? Public education – are residents receiving frequent reminders and 3R instructions?
 - Enforcement – are residents participating correctly? Is there illegal dumping?
 - Multi-family and small businesses – are there ways to enhance or expand their participation?
 - Recycling/drop-off operations: are recycling and composting programs working effectively or are contamination levels rising?
- *Review Worksheet 9.*

Business Information

Business Details

Business Name:	NORTHEAST RECYCLING COUNCIL, INC.	Business ID:	694055
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	07/05/2013	Name in State of Incorporation:	NORTHEAST RECYCLING COUNCIL, INC.
Date of Formation in Jurisdiction:	07/05/2013	Mailing Address:	NONE
Principal Office Address:	139 Main Street Suite 401, Brattleboro, VT, 05301, USA	Last Nonprofit Report Year:	2015
Citizenship / State of Incorporation:	Foreign/Vermont	Next Report Year:	2020
Duration:	Perpetual	Phone #:	NONE
Business Email:	NONE	Fiscal Year End Date:	NONE
Notification Email:	NONE		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Training and workshops.	

Principals Information

Name/Title	Business Address
Robert Isner / Director	Director - Waste Engineering & Enforcement Connecticut Department of Energy & Environmental Protection Waste Engineering & Enforcement Division 79 Elm Street, 4th Floor, Hartford, 06106, USA

Name/Title	Business Address
Richard Watson / President	Delaware Solid Waste Authority 1128 South Bradford Street Post Office Box 455, Dove, 19709, USA

George MacDonald / Director	Maine Department of Environmental Protection 17 State House Station, Augusta, 04333, USA
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Greg Cooper / Director	One Winter Street - 6th Floor, Boston, 02108, USA
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Sharon Yergeau / Director	PO Box 95 29 Hazen Dr., Concord, 03301, USA
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Page 1 of 2, records 1 to 5 of 10

Registered Agent Information

Name: Yergeau, Sharon

Registered Office C/O New Hampshire Department of Environmental Services 29 Hazen Drive, Concord,
Address: NH, 03302, USA

Registered Mailing C/O New Hampshire Department of Environmental Services 29 Hazen Drive, Concord,
Address: NH, 03302, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

CERTIFICATE of AUTHORITY

I, Kaley Laleker, President of the Board of Directors of the Northeast Recycling Council (NERC), do hereby certify that: Lynn Rubinstein is the duly appointed Executive Director of NERC, a non-profit organization. She is duly authorized under the by-laws of NERC to sign checks and enter into contracts and grant agreements as necessary to conduct NERC 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.

Kaley Laleker
(Printed name of the officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as President of the Board of Directors of the Northeast Recycling Council, this 29th day of November, 2018.

Kaley Laleker

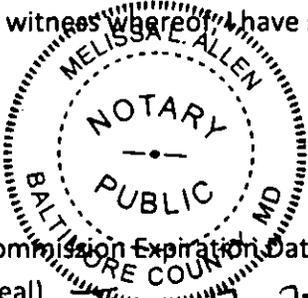
President, Board of Directors

State of Maryland, County of Baltimore

On this the 29th day of November 2018 before me Melissa L. Allen

The undersigned officer, personally appeared Kaley Laleker, who acknowledged himself to be the President of the Board of Directors of the Northeast Recycling Council, 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.



Melissa L. Allen

Notary Public

Commission Expiration Date:
(Seal) June 17, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2018

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 have ADDITIONAL INSURED provisions or 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 The Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302	CONTACT NAME: Peggy DeAngelis PHONE (AC, No, Ext): (802) 254-6016 FAX (AC, No): (802) 254-7110 E-MAIL ADDRESS: pdeangelis@therichardsgrp.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td>Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ohio Security Insurance Co	24082	INSURER B:	Ohio Casualty Insurance Co	24074	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Northeast Recycling Council Inc 139 Main St Ste 401 Brattleboro VT 05301																					

COVERAGES CERTIFICATE NUMBER: 18/19 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS56255564	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG Package Modification \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BKS56255564	08/31/2018	08/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	XWO56255564	08/31/2018	08/31/2019	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The following individuals are excluded from workers compensation coverage: Richard Watson, Guy Watson & Sarah Kits

CERTIFICATE HOLDER

CANCELLATION

NH Department of Environmental Services 29 Hazen Drive Concord NH 03302	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 
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