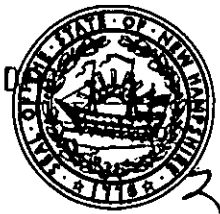




The State of New Hampshire
Department of Environmental Services

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38



Robert R. Scott, Commissioner

January 18, 2019

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 enter into a **Retroactive, Sole Source** contract with the Holiday Inn Portsmouth, Portsmouth, NH (VC# 157527-B001) in the amount of \$2,986.50 for the purpose of having Holiday Inn Portsmouth provide training space and food for an all-day training for Solid Waste Operators and Instructors effective as of November 7, 2018, upon Governor & Council approval 100% General Funds.

Funding is available in the account as follows:

	<u>FY2019</u>
03-44-44-444010-5402-022-500248	\$ 300.00
Dept of Environmental Services, Solid Waste Program – Rental	
03-44-44-444010-5402-020-500245	\$2,686.50
Dept of Environmental Services, Solid Waste Program – Current Expenses	

EXPLANATION

NHDES is responsible under RSA 149-M:6 for implementing a solid waste facility operator certification and training program (SWOT). In order to obtain certification, operators must attend a Basic Training Class provided by NHDES. The Basic Training is offered in various locations across the state. The November 7, 2018 class was slated to be held at the NHDES Offices in Portsmouth. However, it reached maximum capacity two months prior to the class and applications were steadily coming in. The agency had to make a decision whether to offer a second class on a different date or move the November 7th class to a larger venue in the Portsmouth area. The cost of adding an additional class with six instructors compared to moving the location was assessed and it was determined that the best option was to move the location from the NHDES Offices at Pease to a larger venue on the same date. The only venue with capacity and availability on that date to handle over 75 attendees, within a 20 mile radius of the advertised class location was the Holiday Inn Portsmouth. They were able to provide a right sized training room and food at a cost on par with other off-campus training venues used by SWOT. Unfortunately, due to an oversight by program planners, the need for G&C approval was overlooked.

We respectfully request your approval.


Robert R. Scott, Commissioner

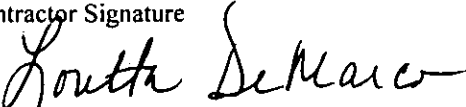

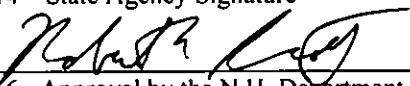
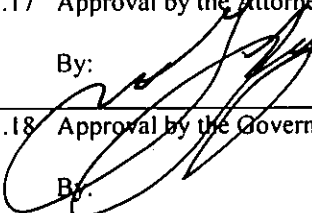
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Holiday Inn Portsmouth		1.4 Contractor Address 300 Woodbury Avenue, Portsmouth NH 03801	
1.5 Contractor Phone Number 603-431-8000	1.6 Account Number 03-044-44-444010-5402-022 03-044-44-444010-5402-020	1.7 Completion Date November 7, 2018	1.8 Price Limitation \$ 300.00 \$ 2,686.50
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 LORETTA DeMARCO CATERING SALES MANAGER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>1-15-2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily procured by the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <u>1.12.</u>			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Charlotte I. Hubbard - manager SIS Bank			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert B. Scott, Commissioner, NHDES	
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: <u>1/22/19</u>			
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.

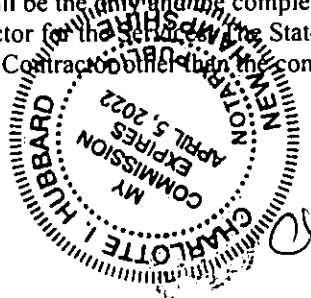
5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement 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



Charlotte I. Hubbard

Contractor Initials YD
Date 1/15/19

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 the State's chapter 91-A or other existing law. Disclosure of data requires prior written approval of the

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.

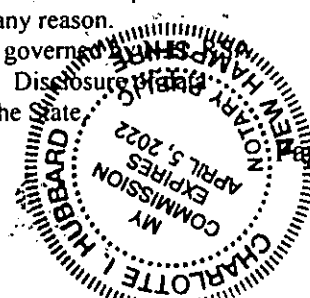
14. INSURANCE.

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.



Page 3 of 4
Charlotte I. Hubbard

Contractor Initials *LD*
Date 1/15/19

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.

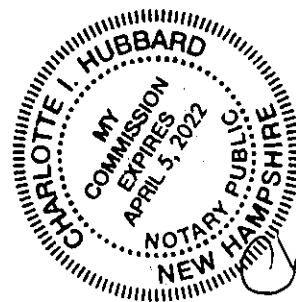
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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.



Charlotte I. Hubbard

Contractor Initials YD
Date 1/15/19

EXHIBIT A – List of Services

The Holiday Inn Portsmouth provided a training space and refreshments for the Basic Training Workshop as detailed below. The NH Department of Environmental Services (NHDES) was responsible for workshop registration, marketing and instruction. See Attachment A for the agenda. The primary NHDES contact for the contracted workshops is Tara Mae Albert, Solid Waste Operator Training and Certification (SWOT) Coordinator.

The workshop was held at the Holiday Inn Portsmouth at 300 Woodbury Avenue, Portsmouth, NH 03801 on November 7, 2018. The agreed upon space allowed for 70 students from 7:00 am until 5:30 pm. In addition, the onsite food venue, Table 21 Restaurant, was available for attendees from 11:45 until 12:45. The Holiday Inn provided continental breakfast, coffee bar and lunch for 76, which included attendees and instructors.

EXHIBIT B – Method of Payment

The contract price for the event is \$2,986.50 including the room rental and refreshments. Holiday Inn sent an invoice to NHDES after the completion of the workshop with the amount due. Attachment B. NHDES processed the invoice and submitted to the Department of Administrative Services (DAS) within one week.

EXHIBIT C – Special Provisions

There are no special provisions necessary.

 Initial
Date



SOLID WASTE FACILITY OPERATOR BASIC TRAINING

November 7, 2018

AGENDA

Welcome & Introduction: *SWOT Coordinator*

1. Solid Waste in NH

Tara Mae Albert, SWOT Coordinator, SWMB

2. Wastes That Are Not Solid Waste

Hazardous Waste Management Including Used Oil & Universal Wastes

Tim Prosper, Waste Management Specialist, HWCB

Abandoned Household Hazardous Waste

Dean Robinson, Household Hazardous Waste Coordinator, CO

Batteries

Dean Robinson, Household Hazardous Waste Coordinator, CO

BREAK

3. Statutory Bans on the Disposal of Waste

Tara Mae Albert, SWOT Coordinator, SWMB

4. Regulating Solid Waste in New Hampshire

Paul Gildersleeve, Civil Engineer, SWMB

5. Solid Waste Facility Inspections

Melanie Doiron, Waste Management Specialist, SWMB

LUNCH

6. Best Management Practices (BMPs)

Tara Mae Albert, SWOT Coordinator, SWMB

Melanie Doiron, Waste Management Specialist, SWMB

7. Enforcement

Lauren Noether, Enforcement Coordinator, SWMB

8. Review

Tara Mae Albert, SWOT Coordinator, SWMB

9. What Happens Now?

Laura Filiau, Program Specialist, SWMB

BREAK

10. Test

NEW HAMPSHIRE - DON'T WASTE IT!



ABBREVIATIONS

ARD	=	Air Resources Division (DES)
AFR	=	Annual Facility Report
BMP	=	Best Management Practice
C&D	=	Construction and Demolition debris or waste
CO	=	Commissioner's Office (DES)
CWDP	=	Certified Waste-Derived Product
DES	=	Department of Environmental Services (State)
EPA	=	Environmental Protection Agency (Federal)
E-Waste	=	Electronic Waste
HHW	=	Household Hazardous Waste
HW	=	Hazardous Waste
HWCB	=	Hazardous Waste Compliance Bureau
Hg	=	Mercury (chemical symbol)
MSW	=	Municipal Solid Waste
P&DRS	=	Permitting & Design Review Section
PbN	=	Permit-by-Notification
RCRA	=	Resource Conservation and Recovery Act (Federal) Subtitle C deals with hazardous waste Subtitle D deals with solid waste
RSA	=	Revised Statutes Annotated
SW	=	Solid Waste
SWCAS	=	Solid Waste Compliance Assurance Section
SWMB	=	Solid Waste Management Bureau
SWOT	=	Solid Waste Operator Training
UW	=	Universal Waste
WELCM	=	Statutory Ban Acronym: Wet-Cell Batteries, Electronics, Leaf & Yard Waste, Construction & Demolition, Mercury-Containing Devices
WD	=	Water Division (DES)
WMD	=	Waste Management Division (DES)



Holiday Inn

VENDOR #157527B001

82

11-28-18

DES-Waste Managment Division	Folio No. :	Room No. :	9014
United States	A/R Number :	Arrival :	10-31-18
	Group Code :	Departure :	11-30-18
	Company :	Conf. No. :	
	Membership No. :	Rate Code :	INHSE
	Invoice No. :	Page No. :	1 of 1

Date	Description	Charges	Credits
10-31-18	Banquet Room Rental Event 11/7	500.00	
10-31-18	Room Tax	45.00	
11-14-18	Banquet Food AM Event 11/7	2,238.75	
11-14-18	Service Fee Event 11/7	380.59	
11-14-18	Administrative Fee Event 11/7	67.16	
11-14-18	Adminstrative Tax	6.04	
11-14-18	Meals & Rental Tax Event 11/7	201.49	
11-15-18	Adj. Banquet Room Rental F&B Minimum Met	-200.00	
11-15-18	Adj. Room Tax	-18.00	
11-28-18	Adj. Room Tax	-27.00	
11-28-18	Meals Tax - Adj.	-201.49	
11-28-18	Adminstrative Tax-Adj	-6.04	
	Total	2,986.50	0.00
	Balance	2,986.50	

Guest Signature: _____

I have received the goods and / or services in the amount shown hereon. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Portsmouth
 300 Woodbury Avenue
 Portsmouth, NH 03801
 Telephone: (603) 431-8000 Fax: (603) 431-2065

Certificate of Authority

I, JASON WINN, GENERAL MANAGER of HOLIDAY INN PORTSMOUTH
Printed Name of Certifying Officer Title Name of Company

hereby certify that LORETTA DEMARCO is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the GENERAL MANAGER
Office/Position of Certifying Officer
of HOLIDAY INN PORTSMOUTH, this 15 day of JANUARY, 2019
Name of Company

[Signature]
Signature of Certifying Officer

Notarization

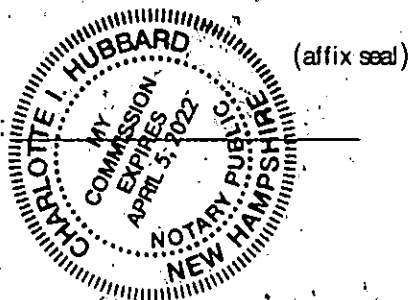
State of N.H.
County of Rockingham
On 1-15-2019, before me, Charlotte A. Hubbard
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Jason Winn, who
Printed Name of Certifying Officer
acknowledged him/herself to be the GM, of Holiday Inn Portsmouth
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

[Signature]
Notary Public or Justice of the Peace

Commission Expires:



State of New Hampshire

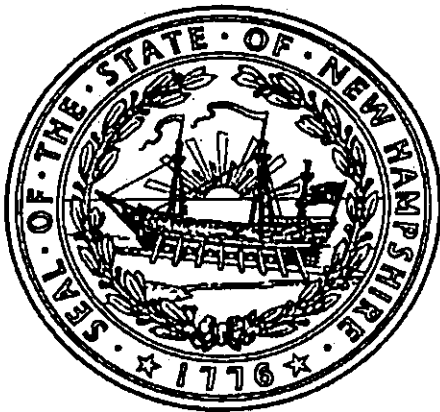
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLIDAY INN PORTSMOUTH is a New Hampshire Trade Name registered to transact business in New Hampshire on December 12, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 808691

Certificate Number: 0004222815



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of December A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

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 Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: PHONE (A/C. No. Ext): 971-222-3200 FAX (A/C. No.): 971-222-3260	
	E-MAIL ADDRESS:	
INSURED Olympia Equity Investors, Erin Inc., Olympia Hotel Management PO Box 508 Portland ME 04112	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Fireman's Fund Insurance Company NAIC # 21873	
	INSURER B : XL Insurance America, Inc. 24554	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 205587507 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	MX80990878	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 1,000 Comp <input checked="" type="checkbox"/> 1,000 Coll		Y	MX80990878	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00080359L18A	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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 N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of coverage as respects Holiday Inn Portsmouth, 300 Woodbury Ave., Portsmouth NH 03801.

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Dr. Concord NH 03302	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 <i>Crystal & Company</i>
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MEMORANDUM FOR THE SECRETARY

DATE: 10/10/50

FROM: [Name]

SUBJECT: [Subject]

OPERATIONAL REPORT

CONFIDENTIAL

1. [Text]

2. [Text]

3. [Text]

4. [Text]

5. [Text]

6. [Text]

7. [Text]

8. [Text]