



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

94
MLC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 7, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services enter into an amendment to an existing contract (Contract #8003070) with Casella Waste Management of Massachusetts, Inc. (VC#309952), Salem, NH via this fourth amendment by adding one (1) location and increasing the price limitation by \$5,000 from \$458,000 to \$463,000, for Recycling Collection Services effective upon approval by the Governor and Council through April 30, 2025. The original contract (Contract #8003070) was approved by the Commissioner of the Department of Administrative Services on May 9, 2022, and most recently amended with Commissioner of the Department of Administrative Services approval on June 24, 2022 with a completion date of April 30, 2025 and the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract (Contract #8003070) was approved by the Commissioner of the Department of Administrative Services on May 9, 2022 and subsequently amended with the Commissioner of the Department of Administrative Services approval on; May 26, 2022; June 15, 2022; June 24, 2022.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued Request for Quote 306-23 on September 27, 2022 with responses due on September 30, 2022. There was only one (1) compliant response received by Casella Waste Management of Massachusetts, Inc.

On May 9, 2022, Casella Waste Management of Massachusetts, Inc. was awarded a contract (Contract #8003070) for Recycling Collection Services. This fourth amendment is adding an additional one (1) location Liquor Commission – Liquor Store #1.6 in Woodsville, NH, to the contract (Contract #8003070) as requested by the Liquor Commission. The agency provided the container size, pick up frequency, and approved pricing.

The requested increase allowance of \$5,000 satisfies the remaining balance of the contract term.

Contract amendment:

Original contract price limitation -	\$ 458,000.00
Add this amendment -	<u>\$ 5,000.00</u>
New price limitation -	\$463,000.00

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Casella Waste Management of Massachusetts, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RQ Description	Recycling Collection Services	Agency:	Liquor Commission
RQ#	306-23	Requisition #	N/A
Agent Name	Wayne Goulet	RQ Closing:	September 30, 2022 @11:00AM (EST)

					Casella Waste Management, Inc.			
Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick up \$	Contamination Fee \$	Weighted cost \$	Additional Items
Liquor Store#16	1 Forest Street	Woodsville	3	1X/Week	\$36.95	\$75.00	\$44.56	
Special Notes:		Only one (1) Recycling Collection Services Contractor provided pricing to RFQ.						
Award								
		No Quote						
		Pinard Waste Systems, Inc.						
		Waste Management of MA., Inc.						

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: October 18, 2022

CONTRACT FOR: Recycling Collection Services

CONTRACT #: 8003070

COMMODITY/NIGP CODE: 926-7700

CONTRACTOR: Casella Waste Management of VENDOR CODE #: 309952

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Wayne V Goulet, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Wayne.V.Goulet@das.nh.gov,
c=US
Date: 2022.10.18 10:04:50 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Colin Capelle, o=Division of
Procurement and Support Services,
ou=Bureau of Purchase and Property,
email=Colin.S.Capelle@das.nh.gov, c=US
Date: 2022.10.19 10:43:30 -04'00'

COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.10.24 10:47:33 -04'00'

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



10/24/2022

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/8/22

**FOURTH AMENDMENT TO THE CONTRACT
 BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR RECYCLING COLLECTION SERVICES
 CONTRACT # 8003070**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 10/16/22 day of October, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Casella Waste Management of Massachusetts, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services.

WHEREAS, pursuant to an agreement effective May 9, 2022 amended by the First Amendment on May 26, 2022, amended by the Second Amendment on June 15, 2022, amended by the Third Amendment on June 24, 2022 set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Recycling Collection Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$463,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period October 10, 2022 through April 30, 2025:

Site	Service Address	City	Size (Cubic Yard)	Pick-Up Frequency	Price/Pick up \$	Contamination Fee \$	Additional Items
Liquor Store #16	1 Forest Street	Woodsville	3	1X/Week	\$36.95	\$75.00	

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 9, 2022, shall remain in full force and effect.

Contractor Initials: me
 Date: 10/16/22

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.

By: M Casella
Michael Casella
(Print Name)
Title: Market Area Manager
Date: 10/16/22

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus
Charles M. Arlinghaus
(Print Name)
Title: Commissioner,
Department of Administrative Services
Date: 11-8-22

OFFICE OF THE ATTORNEY GENERAL

By: Christopher Bond
CHRISTOPHER BOND
(Print Name)
Title: SR ASST ATTORNEY GENERAL
Date: 11/15/22

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)
Title: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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.

Business ID: 574600

Certificate Number: 0005889820



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, John W. Casella, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Casella Waste Management of Massachusetts, Inc.. I hereby certify the following is a true
(Name of Corporation)

copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on
October 13, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michael Casella, Market Area Manager. (may list more than one person) s
(Name and Title)

is duly authorized to enter into contracts or agreements on behalf of

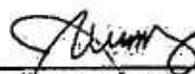
Casella Waste Management of Massachusetts, Inc. with the State of New Hampshire
(Name of Corporation)

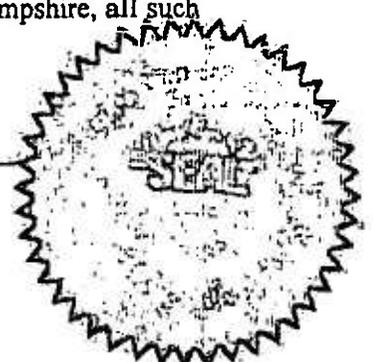
and any of its agencies or departments *relative to the Fourth Amendment to the
Contract #8003070* and further is authorized to execute any documents which may
in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: October 13, 2022

ATTEST:


John W. Casella,
Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2022

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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton PHONE (A/C No. Ext.): (802) 684-8096 E-MAIL ADDRESS: casella@nwjinsurance.com	FAX (A/C No.): (802) 223-7515
	INSURER(S) AFFORDING COVERAGE	
INSURED Casella Waste Management, Inc. Montpelier & Hyde Park Divisions 408 East Montpelier Road Montpelier VT 05602	INSURER A: Lexington Insurance Co. NAIC # 19437	
	INSURER B: Old Republic Insurance Co. 24147	
	INSURER C: The Cincinnati Casualty Company 28665	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CWM Montpelier 2022#2 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	ADOL 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		082695204	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	/	MWTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						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	Y/N	N/A	MWC 311994 22	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWZX 315503 22	04/30/2022	04/30/2023	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EX80575546	04/30/2022	04/30/2023	\$3M Excess \$7M Auto Liability 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Service Address: 1 Forest St, Woodsville, NH 03785

State of New Hampshire, Administrative Services, Bureau of Purchase and Property is Additional Insured under the General Liability and Auto Liability Policies where required by written contract subject to the terms and conditions of each policy. 30-Day Notice of Cancellation applies.

CERTIFICATE HOLDER State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 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 Timothy Ayer/AUDREY

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STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST.
CONCORD NH 03301-6398

DATE: June 20, 2022

CONTRACT FOR: Recycling Collection Services

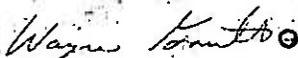
CONTRACT #: 8003070

COMMODITY/NIGP CODE: 926-7700

CONTRACTOR: Casella Waste Management of

VENDOR CODE #: 309952

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Wayne V Goulet, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Wayne.V.Goulet@das.nh.gov,
c=US
Date: 2022.06.20 10:41:14 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services, ou=Bureau
of Purchase and Property,
email=Paul.A.Rhodes@das.nh.gov, c=US.
Date: 2022.06.22 13:48:35 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

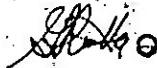
RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T. Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.06.23 07:58:11 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Department of
Administrative Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.06.23 13:52:33 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

6/24/22

**THIRD AMENDMENT TO THE CONTRACT
 BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR RECYCLING COLLECTION SERVICES
 CONTRACT # 8003070**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 16th day of June, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Casella Waste Management of Massachusetts, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services.

WHEREAS, pursuant to an agreement effective May 9, 2022 amended by the First Amendment on May 26, 2022, amended by the Second Amendment on June 15, 2022 and set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Recycling Collection Services for the State in consideration of payment by the State of certain sums as specified therein; and

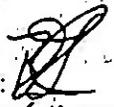
WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

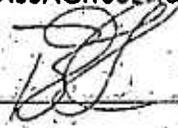
1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$458,000.00
2. Amend Exhibit B, Payment & Pricing; add the following payment terms for the period June 16, 2022 through April 30, 2025:

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick up \$	Monthly Rental Fee \$	Contamination Fee \$	Additional Items
Liquor Commission- Liquor Store # 19	22 Ride View Lane	Plymouth	30	Will Call	\$600.00	\$125.00	\$250.00	Container to be placed on wood planks and chains and locks for the doors

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 9, 2022, shall remain in full force and effect.

Contractor Initials: 
 Date: 6.16.22

CASELLA WASTE MANAGEMENT OF
MASSACHUSETTS, INC.

By: 

Brian Goshon
(Print Name)

Title: Market Area Manager

Date: 6-16-2022

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6-24-22

Contractor Initials: 
Date: 6-16-22

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that John W. Casella, President and/or Brian Groshon, Market Area Manager are each authorized to execute any and all documents related to the Contract between Casella Waste Management of Massachusetts, Inc., and the State of New Hampshire, Department of Administrative Services, for Recycling Collection Services, Contract #8003070, including but not limited to the execution of any and all Amendments made to said Contract. In the name of and on behalf of Casella Waste Management of Massachusetts, Inc, all such documents shall be valid and binding upon this company.

A True Copy Attested,

Company Name: Casella Waste Management of Massachusetts, Inc.

Address: 53 Pelham Rd
Salem, NH 03079

Name & Title of Signatory: John W. Casella; President and Clerk

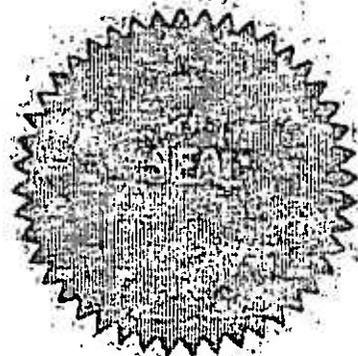
Date: June 17, 2022

I hereby certify that I am the Clerk of Casella Waste Management of Massachusetts, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature: _____



(00005897.1)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2022

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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton
	PHONE (A/C, Ho, Ext): (802) 684-8096 FAX (A/C, No): (802) 223-7519
	E-MAIL ADDRESS: casella@nwjinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Lexington Insurance Co. 19437
	INSURER B: Old Republic Insurance Co. 24147
	INSURER C: The Cincinnati Casualty Company 28665
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: Salem 202212 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			092695204	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> MCS-90			HMTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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			HWC 311994 22	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			HQZX 315503 21	04/30/2022	04/30/2023	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EX80575546	04/30/2022	04/30/2023	\$3M Excess \$7M Auto Liability 3,000,000

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

CERTIFICATE HOLDER Wayne.V.Goulet@Das.NH.Gov State of New Hampshire Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 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 Timothy Ayer/HAMILT
--	--

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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.

Business ID: 574600

Certificate Number: 0005771674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan.

Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: June 7, 2022

CONTRACT FOR: Recycling Collection Services

CONTRACT #: 8003070

COMMODITY/NIGP CODE: 926-7700

CONTRACTOR: Casella Waste Management of

VENDOR CODE #: 309952

SUBMITTED FOR ACCEPTANCE BY:



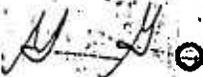
DN: cn=Wayne V Goulet, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Wayne.V.Goulet@das.nh.gov,
c=US
Date: 2022.06.07 13:49:26 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

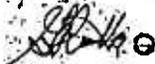
RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.06.10 11:59:51 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Department of
Administrative Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US,
Date: 2022.06.10 16:05:05 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

6-15-22

**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES
 FOR RECYCLING COLLECTION SERVICES
 CONTRACT # 8003070**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 3rd day of June, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Casella Waste Management of Massachusetts, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services.

WHEREAS, pursuant to an agreement effective May 9, 2022 amended by the First Amendment on May 26, 2022 and set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Recycling Collection Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- Delete in its entirety Form Number P-37, Item 1.8 Price Limitation and substitute the following:
1.8 \$431,500.00
- Amend Exhibit B Payment & Pricing; add the following payment terms for the period June 2, 2022 through April 30, 2025:

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick up \$	Contamination Fee \$
DAS - Supreme Court	1 Charles Doe Drive	Concord	6	2X/Month	\$43.40	\$20

- All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 9, 2022, shall remain in full force and effect.

CASELLA WASTE MANAGEMENT OF
MASSACHUSETTS, INC.

By:

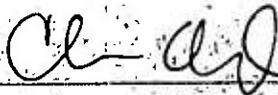

Brian Goshan
(Print Name)

Title: Market Area Manager

Date: 6-3-2022

STATE OF NEW HAMPSHIRE

By:



Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date:

6-15-22

Contractor Initials:

Date:



6-7-22

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that John W. Casella, President and/or Brian Groshon, Market Area Manager are each authorized to execute any and all documents related to the Contract between Casella Waste Management of Massachusetts, Inc., and the State of New Hampshire, Department of Administrative Services, for Recycling Collection Services, Contract #8003070; including but not limited to the execution of the "Second Amendment". In the name of and on behalf of Casella Waste Management of Massachusetts, Inc, all such documents shall be valid and binding upon this company.

A True Copy Attested,

Company Name: Casella Waste Management of Massachusetts, Inc.

Address: 53 Pelham Rd
Salem, NH 03079

Name & Title of Signatory: John W. Casella, President and Clerk

Date: June 3, 2022

I hereby certify that I am the Clerk of Casella Waste Management of Massachusetts, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2022

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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton PHONE (A/C No. Ext): (802) 684-8096 FAX (A/C No.): (802) 223-7515 E-MAIL ADDRESS: casella@nwjinsurance.com INSURER(S) AFFORDING COVERAGE: INSURER A: Lexington Insurance Co. NAIC # 19437 INSURER B: Old Republic Insurance Co. 24147 INSURER C: The Cincinnati Casualty Company 28665 INSURER D: INSURER E: INSURER F:
--	--

COVERAGES **CERTIFICATE NUMBER:** Salem 2022#2 **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	ADOL 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOPP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> MCS-90			HMTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B1	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	N/A	HMC 311994 22	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B2	Excess Auto Liability			HMXR 315503 21	04/30/2022	04/30/2023	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2022	04/30/2023	\$3M Excess \$7M Auto Liability 3,000,000

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

CERTIFICATE HOLDER Wayne.V.Goulet@Das.NH.Gov State of New Hampshire Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 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 Timothy Ayer/HAMILT
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State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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.

Business ID: 574600

Certificate Number: 0005771674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: May 16, 2022

CONTRACT FOR: Recycling Collection Services

CONTRACT #: 8003070

COMMODITY/NIGP CODE: 926-7700

CONTRACTOR: Casella Waste Management of

VENDOR CODE #: 309952

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Wayne V Goulet, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Wayne.V.Goulet@das.nh.gov,
c=US
Date: 2022.05.16 15:01:44 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services, ou=Bureau
of Purchase and Property,
email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.05.26 10:50:02 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

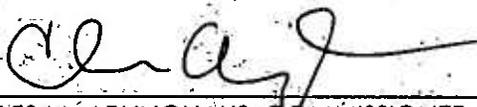
RECOMMENDED FOR ACCEPTANCE BY:

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 5-26-22

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR RECYCLING COLLECTION SERVICES
 CONTRACT # 8003070**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 12th day of May, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Casella Waste Management of Massachusetts, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services.

WHEREAS, pursuant to an agreement effective May 9, 2022 set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Recycling Collection Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$430,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period May 11, 2022 through April 30, 2025:

Item Number	Site	Service Address	City	Size (yds)	Frequency	Price/Pk up	Contamination Fee	Comments
3	Liquor Commission - Liquor Store #83	929 Suncook Valley Highway	Epsom	8	2X/Week	\$150.00	\$45.00	State owned compactor

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 9, 2022, shall remain in full force and effect.

CASELLA WASTE MANAGEMENT OF
MASSACHUSETTS, INC.

STATE OF NEW HAMPSHIRE

By: Brian Groshon

Brian Groshon
(Print Name)

Title: Market Area Manager

Date: May 12, 2022

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5-26-22

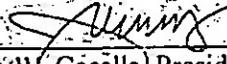
CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that Brian Groshon is authorized to execute a contract with the State of New Hampshire for recycling collection services in the name and on behalf of Casella Waste Management of Massachusetts, Inc., and to affix its corporate seal thereto; and such execution of any obligation in the company's name and on its behalf; said obligation to be valid and binding upon Casella Waste Management of Massachusetts, Inc.

I hereby certified that I am the Clerk of Casella Waste Management of Massachusetts, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date hereof.

Dated: April 29, 2022

Signature:


John W. Casella, President and Clerk



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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.

Business ID: 574600

Certificate Number: 0005771674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed seal.

David M. Scanlan
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: April 25, 2022

CONTRACT FOR: Recycling Collection Services

CONTRACT #: 8003070

COMMODITY/NIGP CODE: 926-7700

CONTRACTOR: Casella Waste Management of MA VENDOR CODE #: 309952

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Wayne V. Goulet, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Wayne.V.Goulet@das.nh.go
v, c=US
Date: 2022.04.25 10:51:30 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T. Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.g
ov, c=US
Date: 2022.05.06 12:03:46 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S. Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2022.05.09 09:28:41 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5-9-22

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 Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Casella Waste Management of Massachusetts, Inc.		1.4 Contractor Address 53 Pelham Road Salem, NH 03079	
1.5 Contractor Phone Number 978-817-3373	1.6 Account Number Various	1.7 Completion Date April 30, 2025	1.8 Price Limitation \$400,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature <i>Brian Groshon</i> Date: April 29, 2022		1.12 Name and Title of Contractor Signatory Brian Groshon, Market Area Manager	
1.13 State Agency Signature <i>Charles M. Arlinghaus</i> Date: 5/9/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials BG
Date April 29, 2022

2. **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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Casella Waste Management of Massachusetts, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Recycling Collection Services in accordance with the bid submission in response to State Request for Bid # 2551-22 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB-2551-22

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services;" (4) EXHIBIT C "Method of Payment;" and (5) EXHIBIT D "RFB 2551-22."

3. TERM OF CONTRACT

The term of the contract shall commence May 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Contamination Events:

Recycling is defined as mixed paper/office paper, boxboard, aluminum/tin/foil, plastic containers; corrugated cardboard and glass containers.

In the event of concerns about prohibited or contaminated material, the following process will be followed:

- Do not tip and haul the contents. Contact the recycling administrator immediately, in writing, so that s/he may reach out to the site.
- Include a description of the prohibited/contaminated material.
- The State will investigate and decide whether to remove the prohibited/contaminated material or haul as solid waste.
- When hauling contaminated material the hauler will charge the original Price/Pick up and the contamination fee.

Containers:

The Contractor shall perform all services according to the requirements and specifications of this bid.

The successful Contractor (s) shall be responsible for installation and continuous maintenance of collection containers throughout the term of the contract.

All containers shall be onsite and ready for services to commence no later than the 1st day of May 2022, unless otherwise dictated by the agency site.

Contractor shall communicate the container transfer schedule to the recycling coordinator prior to pick up or drop per the awarded sites.

Contractor shall be expected to review the collection details regularly and make any necessary recommendations to the State recycling coordinator of any efficiencies that may be missing.

Contractor shall be expected to gain permission for all service requests from agencies in advance from the recycling coordinator.

The State reserves the right to "pause" or discontinue and resume services at any time.

The successful Contractor (s) shall abide by the pickup frequency definitions as defined below.

- Will Call: containers shall be placed on requested site and picked up (emptied) within 72 hours of each service call. For estimating purposes use an estimate of six (6) pick-ups per year.
- Monthly: twelve (12) pick-ups per year.
- Twice/month: twenty four (24) pick-ups per year.
- Every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Weekly: fifty-two (52) pick-ups per year.
- Twice/weekly: one hundred four (104) pick-ups per year.

Additional on-call pick-up service shall be provided at the same prices for normal services as specified in offer section.

Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor(s) for sites requiring locks.

Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.

In the event of concerns about prohibited or contaminated material, the Contractor must immediately contact the recycling coordinator so that s/he may follow-up with the agency and engage in education and training to prevent such an event.

Compactors are owned by the State, containers shall be compatible with the compactor at each location listed in the Offer Section.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be preapproved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2551-22, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1:9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55qhaeas45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeas45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Recycling Collection Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$400,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

SMALL CONTAINERS

Item #	Site	Service Address	City	Size (yds)	Frequency	Price/Pick up	Contamination Fee
1	Liquor Commission-Liquor Store #49	32 Plaistow Rd	Plaistow	10	2x/ Week	\$72.00	\$20.00
3	Liquor Commission-Liquor Store #83	929 Suncook Valley Highway	Epsom	8	2X/ Week	\$67.00	\$20.00
7	DAS-Board of Tax & Land Appeals	107 Pleasant Street, Johnson Hall	Concord	2	Will Call	\$45.00	\$10.00
23	DMAVS-Franklin Armory	300 South Main St	Franklin	4	Will Call	\$50.00	\$15.00
26	DMAVS-Milford Armory	154 Osgood Rd	Milford	4	Will Call	\$50.00	\$15.00
27	DMAVS-Nashua Armory	154 Daniel Webster Hwy	Nashua	4	Will Call	\$50.00	\$15.00
29	DMAVS-Plymouth Armory	19 Armory Rd	Plymouth	4	Will Call	\$50.00	\$15.00
30	DMAVS-Portsmouth Armory	801 McGee Dr	Portsmouth	4	Will Call	\$50.00	\$15.00
31	DMAVS-Raymond Bisson	70 Rochester Hill Rd	Rochester	8	Will Call	\$67.00	\$20.00
36	DOT-Division of Ports and Harbors	555 Market Street	Portsmouth	6	1x/Month	\$57.00	\$15.00
39	DOT Mechanical Div.	33 Smokey Bear Blvd	Concord	10	Will Call	\$75.00	\$20.00
40	DRED Headquarters	172 Pembroke Rd	Concord	6	1x/Month	\$57.00	\$15.00
41	DRED Warehouse	157 Deerfield Rd	Allenslow	10	Will Call	\$75.00	\$20.00
43	DOS-Fire Academy	98 Smokey Bear Blvd	Concord	8	1x/Month	\$67.00	\$20.00
50	Liquor Commission-Liquor Store #11	12 Centera Parkway	Lebanon	4	1x/ Week	\$27.02	\$0.00
62	Liquor Commission-Liquor Store #39	35 Center St	Walfeboro	4	1x/ Week	\$50.00	\$15.00
75	Liquor Commission-Liquor Store #8	367 Washington St(Rte. 103), Claremont Market Place	Claremont	8	1x/ Week	\$38.46	\$0.00
77	DOS-Marine Patrol Laconia	31 Dock Rd	Gilford	4	Monthly	\$50.00	\$15.00
80	DOS-Motor Vehicle Substation Dover	50 Boston Harbor Rd	Dover	4	1x/Month	\$50.00	\$15.00
83	DOS-State Police Troop B	16 East Point Dr	Bedford	4	Will Call	\$50.00	\$15.00
84	Fish and Game-Great Bay Discovery	89 Depot Rd	Greenland	2	2x/Month	\$45.00	\$10.00
90	DOS-State Police Troop A & Motor Vehicle substation	315 Calef Highway	Epping	4	1x/ Month	\$50.00	\$15.00
92	DOS-State Police Troop E and Motor Vehicle Substation	1864 White Mountain Hwy	Tamworth	4	1x/ Month	\$50.00	\$15.00

Contractor Initials BQ
Date April 29, 2022

93.	DOS-Traffic Bureau Rec.	18 Smokey	Concord	8	Will Call	\$67.00	\$20.00
94	DMAVS-Hooksett FMS	1241 Hooksett Rd	Hooksett	8	Will Call	\$67.00	\$20.00
95	DMAVS-Rochester FMS	86 Brock St	Rochester	8	Will Call	\$67.00	\$20.00
96	DMAVS-Pembroke Readiness Center	96 Sheep Davis Road	Pembroke	8	Will Call	\$67.00	\$20.00
98	DOE-Walker Building	21 South Fruit Street	Concord	6	1X/Month	\$57.00	\$15.00
124	DMAVS- RTI	722 Riverwood Drive	Pembroke	10	Will Call	\$75.00	\$20.00
125	DMAVS- Rochester, Armory	106 Brock Street	Rochester	4	Will Call	\$55.00	\$20.00

LARGE CONTAINERS

Item #	Site	Service Address	City	Size (yds)	Frequency	Price/Pick Up	Monthly Rental Fee	Contamination Fee
1	DOC-NH Dept. of Corrections	3 McGuire Street	Concord	40	Will Call	\$550.00	\$125.00	\$250.00
2	Liquor Commission-Liquor Store #79	24 Calef Hwy, Brick Yard Square	Epping	40	1x/Month	\$550.00	\$125.00	\$250.00
3	Liquor Commission-Liquor Store #73	1-95 Hampton South	Hampton	40	2x/Month	\$1,150.00	\$125.00	\$250.00
4	Liquor Commission-Liquor Store #76	1-95 Hampton North	Hampton	40	2x/Month	\$1,150.00	\$125.00	\$250.00
5	Liquor Commission-Liquor Store #66	1-93 North Route 3A	Hooksett	40	2x/Month	\$550.00	\$125.00	\$250.00
6	Liquor Commission-Liquor Store #67	1-93 South 25 Springer Rd	Hooksett	40	2x/Month	\$550.00	\$125.00	\$250.00
7	Liquor Commission-Liquor Store #74	Market Basket Plaza	Londonderry	40	1x/Month	\$550.00	\$125.00	\$250.00
8	Liquor Commission-Liquor Store #50	Willow Springs Plaza, 292 DW Highway Ste #11	Nashua	40	2x/Month	\$550.00	\$125.00	\$250.00
9	Liquor Commission-Liquor Store #69	27 Coliseum Ave	Nashua	40	1x/Month	\$550.00	\$125.00	\$250.00
10	Liquor Commission-Liquor Store #38	Portsmouth Circle	Portsmouth	40	2x/Month	\$1,150.00	\$125.00	\$250.00
11	Liquor Commission-Liquor Store #14	170 Marketplace Blvd. Unit. #1	Rochester	40	1x/Month	\$1,150.00	\$125.00	\$250.00
12	Liquor Commission-Liquor Store #34	92 Cluff Crossing Road	Salem	40	2x/Month	\$550.00	\$125.00	\$250.00
13	Liquor Commission-Liquor Store #41	380 Lafayette Road, Units d & E	Seabrook	40	1x/Month	\$1,150.00	\$125.00	\$250.00
14	Liquor Commission-Liquor Store #84	80 Market Street	Tilton	40	Will Call	\$550.00	\$125.00	\$250.00
15	Liquor Commission-Liquor Store #82	29 Route 103 West	Warner	40	1x/Month	\$975.00	\$125.00	\$0.00
17	Liquor Commission-Liquor Store #60	265 Plainfield Rd	West Lebanon	40	1x/Month	\$975.00	\$125.00	\$50.00

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The invoice shall be sent to the address of the using agency under agreement.

The invoice shall be sent to the following address:

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFB #2551-22 is incorporated here within.

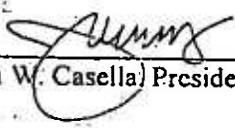
Contractor Initials BQ
Date April 29, 2022

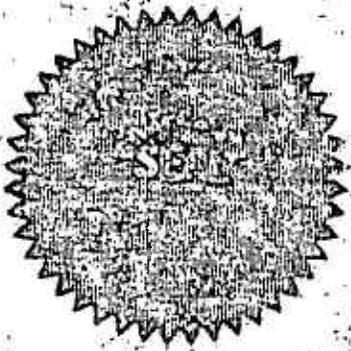
CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that Brian Groshon is authorized to execute a contract with the State of New Hampshire for recycling collection services in the name and on behalf of Casella Waste Management of Massachusetts, Inc., and to affix its corporate seal thereto; and such execution of any obligation in the company's name and on its behalf; said obligation to be valid and binding upon Casella Waste Management of Massachusetts, Inc.

I hereby certified that I am the Clerk of Casella Waste Management of Massachusetts, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date hereof.

Dated: April 29, 2022

Signature: 
John W. Casella, President and Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2022

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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Amanda Hamilton PHONE (AC, Ho, Fax): (802) 684-8096 E-MAIL ADDRESS: Casella@nwjinsurance.com FAX (AC, No): (802) 223-7515	
INSURED Casella Waste Management of Massachusetts, Inc. Casella Waste Systems, Inc. 53 Pelham Road Salem NH 03079		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Co.	NAIC # 19437
		INSURER B: Old Republic Insurance Co.	24147
		INSURER C: The Cincinnati Casualty Company	28665
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Salem 2022#2 **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 R/30	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			082695204	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPO/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO: ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			NW78 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						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	Y/N N	N/A	NWC 311994 22	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			NWZX 315503 21	04/30/2022	04/30/2023	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2022	04/30/2023	\$3M Excess \$7M Auto Liability 3,000,000

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

CERTIFICATE HOLDER Wayne.V.Goulet@Das.NH.Gov State of New Hampshire Dept. of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 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 Timothy Ayer/HAMILT
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State of New Hampshire

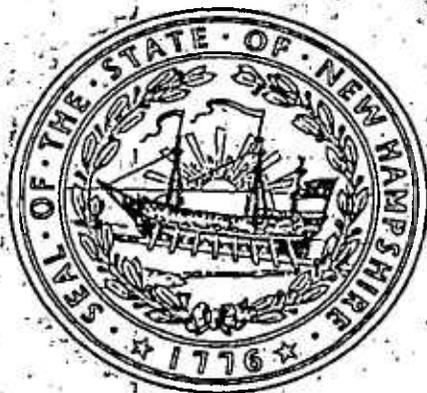
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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.

Business ID: 574600

Certificate Number: 0005771674



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State