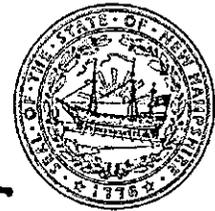




The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

5I

June 7, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** contract (PO# 1097314) with Northeast States for Coordinated Air Use Management (NESCAUM), Boston, Massachusetts (VC# 161746-B001) by extending the end date to June 30, 2025 from June 30, 2024, to allow additional time to provide an economic analysis on the benefits of reducing air emissions in low income and disadvantaged communities upon Governor and Council approval. The original agreement was approved by Governor & Council on December 20, 2023, Item #114. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

This time extension is needed as the project has required a compressed timeframe and has not allowed all the planned services by the Northeast States for Coordinated Air Use Management (NESCAUM) to be performed as expected. NHDES successfully submitted the first of three deliverables to the U.S. Environmental Protection Agency (EPA) for the Climate Pollution Reduction Grant (CPRG) by submitting the Priority Climate Action Plan (PCAP) on March 1, 2024. The second deliverable will be the Comprehensive Climate Action Plan (CCAP) which will be due to the EPA in August of 2025. The purpose of this contract has been for NESCAUM to assist NHDES with a required economic analysis of the benefits of the reduction measures. NHDES will use that economic analysis in the development of the CCAP. To date, \$22,595 of the \$60,000 budget has been spent.

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

We respectfully request your approval.

Robert R. Scott
Commissioner

**AMENDMENT #1
TO CONTRACT
BETWEEN
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
NORTHEAST STATES FOR COORDINATED AIR USE MANAGEMENT (NESCAUM)**

**PUBLIC/SHAREHOLDER ENGAGEMENT FOR THE PRIORITY CLIMATE ACTION PLAN AND NH
COMPREHENSIVE CLIMATE ACTION PLAN**

WHEREAS the Department of Environmental Services (DES) has entered into an agreement with the Northeast States for Coordinated Air Use Management (NESCAUM) in the amount of \$60,000 for provision of an economic analysis on the benefits of reducing greenhouse gas emissions along with other air pollutants in low income and disadvantaged communities, effective upon Governor and Council approval through June 30, 2024.

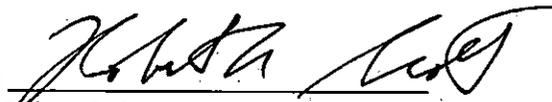
WHEREAS DES wishes to extend the agreement completion date from June 30, 2024, to June 30, 2025.

NOW THEREFORE, amend the original agreement between DES and NESCAUM as approved by the Governor and Council on December 20, 2023, as Item #114 in the following manner:

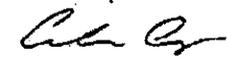
1. The completion date set forth in Exhibit B of the agreement shall be changed from June 30, 2024 to June 30, 2025.
2. This Amendment shall take effect upon the date of Governor and Council Approval.
3. All other conditions outlined in the agreement shall remain in effect.

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

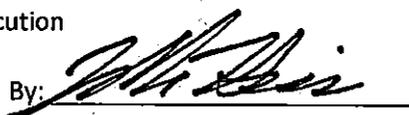
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

By: 
Robert R. Scott, Commissioner
Department of Environmental Services

NORTHEAST STATES
FOR COORDINATED AIR USE
MANAGEMENT (NESCAUM)

By: 
Name: Coralie Cooper
NESCAUM

Approval by OFFICE OF THE ATTORNEY GENERAL:
As to form, substance, and execution

Date: 6/10/2024 By: 

Approval by Governor and executive council:

Date: _____ By: _____



June 4, 2024

To Whom it May Concern:

I, Glenn Keith, hereby verify as the NESCAUM Treasurer that the NESCAUM Board approved by motion on September 19, 2012 that the NESCAUM Executive Director and Deputy Director are authorized to sign binding contracts on behalf of NESCAUM.

Sincerely,

Glenn Keith
Director Air and Climate Programs, Massachusetts Department of Environmental Protection
Treasurer, NESCAUM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Kari Higgins PHONE (A/C, No, Ext): 800-333-7234 E-MAIL ADDRESS: GGB.Natick.Select_Work@ajg.com	FAX (A/C, No): 781-586-8244
	INSURER(S) AFFORDING COVERAGE	
INSURED Northeast State Coordinated Air Use Mgmt (NESCAUM) (NESCAUM) 89 South Street, Suite 602 Boston MA 02111	INSURER A: Arbella Protection Insurance Co NAIC # 41360	
	INSURER B: Twin City Fire Insurance Company NAIC # 29459	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 427794741 **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 CERTIFICATION 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8500014773	10/4/2023	10/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8500014773	10/4/2023	10/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4620087376	10/3/2023	10/3/2024	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	08WECKM9168	1/11/2024	1/11/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NONPROFIT ORGANIZATION: RESEARCH-AIR QUALITY CONTROL
 PROJECT: Support NH Department of Environmental Services with an Economic Analysis for greenhouse gas reduction measures in low income communities.
 LIDAC analysis.
 The amount is \$60,000

New Hampshire Department of Environmental Services Air Resources Division, Technical Services Bureau are Additional Insured with regards to General Liability where required by written contract or agreement.

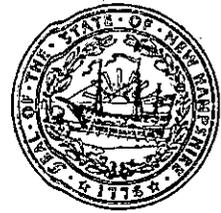
CERTIFICATE HOLDER **CANCELLATION 30**

New Hampshire Department of Environmental Services Air Resources Division, Technical Services Bureau c/o Michael Fitzgerald 29 Hazan Drive, PO Box 95 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 1, 2023

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

APPROVED G & C

DATE 12-20-2023
ITEM # 114

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** contract with Northeast States for Coordinated Air Use Management (NESCAUM), Boston, Massachusetts (VC# 161746-B001) totaling \$60,000 for services related to the analysis and reporting of economic impacts, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2024</u>
03-44-44-443010-5639-102-500731	\$60,000
Dept. of Environmental Services, AIR IRA Grant – Pollution Reduc, Contracts for Program Services	

EXPLANATION

Under the federal Inflation Reduction Act the U.S. Environmental Protection Agency (EPA) awarded New Hampshire a \$3 million Climate Pollution Reduction Grant (CPRG) to create an updated Climate Action Plan. An additional \$4.6 billion in competitive implementation grants will be made available to eligible entities who file a Priority Climate Action Plan (PCAP) by March 1, 2024. The PCAP must include a preliminary economic analysis of the benefits to low income and disadvantaged communities from reducing greenhouse gas emissions and other air pollutants. NHDES is proposing this sole source contract with Northeast States for Coordinated Air Use Management (NESCAUM) to conduct this analysis because NESCAUM has done similar analyses for other New England states, has regional data readily available, and is able to complete this analysis for New Hampshire by March 1, 2024. As a regional non-profit association of northeast states, NESCAUM is uniquely qualified to perform this work and NHDES believes that the rates in this contract are below market rates for this type of analysis. The PCAP will provide guidance for effective use of future implementation grants which could support a wide range of projects such as consumer incentives for energy efficiency improvements to homes and buildings, vehicle electrification, and implementation of the next generation of electrical grid technology.

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

We respectfully request your approval.


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.

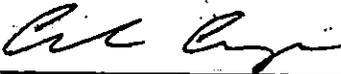
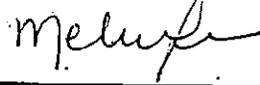
APPROVED G & C

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302	
1.3 Contractor Name Northeast States for Coordinated Air Use Management (NESCAUM)		1.4 Contractor Address 89 South Street, Suite 602 Boston, MA 02111	
1.5 Contractor Phone Number 617-259-2022	1.6 Account Unit and Class 03-44-44-443010-5639- 102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$60,000
1.9 Contracting Officer for State Agency Michael Fitzgerald		1.10 State Agency Telephone Number 603-271-6390	
1.11 Contractor Signature  Date: 11/28/23		1.12 Name and Title of Contractor Signatory Coralie Cooper Deputy Director	
1.13 State Agency Signature  Date: 12/4/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, 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: 12/4/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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

None

EXHIBIT B
SCOPE OF SERVICES

Project Title:

Economic Impact Analysis for the New Hampshire Climate Pollution Reduction Grant

Federal Award Identification Number (FAIN): 00AD1353

(Awarded August 18, 2023)

CFDA Number and Name: 66.046, Climate Pollution Reduction Grants

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Northeast States for Coordinated Air Use Management (NESCAUM) for analysis of economic benefits associated with the implementation of recommended actions of a Priority Climate Action Plan (PCAP) and a Comprehensive Climate Action Plan (CCAP).

This Contract will become effective upon approval by Governor and Council through June 30, 2024. Drawing on the Environmental Justice Principles and Definition from NHDES¹ along with guidance from the federal Justice40 Initiative², NESCAUM will collaborate with NHDES staff to provide the services detailed below.

For the purposes of this Contract, NHDES and NESCAUM agree to the following:

- 1) NHDES shall assign the appropriate staff to coordinate this project with NESCAUM.
- 2) NESCAUM shall provide low-income and disadvantaged communities benefits analyses from emission reductions measures developed in response to the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grants No. 00A01353. Such analysis shall meet the requirements of the Federal program.
- 3) NESCAUM shall, using a methodological approach, identify and develop key economic performance indicators to be used in economic impact analyses of the PCAP and CCAP and document all assumptions, methodology and data sources utilized.
- 4) NESCAUM shall provide analyses of the economic impacts on Low-Income and Disadvantaged Community (LIDAC), and others as identified by NHDES, that would occur should actions developed for both the PCAP and the CCAP be implemented. Such analysis shall include, but not be limited to:
 - I. Analysis of the projected economic impacts on various communities from implementation of measures identified in the PCAP; and
 - II. Analysis of the projected economic impacts on various communities from implementation of measures identified in the CCAP.

¹ Civil Rights and Environmental Justice | NH Department of Environmental Services; accessed 9/8/2023

² Justice40 Initiative | Environmental Justice | The White House; accessed 9/8/2023

EXHIBIT C
METHOD OF PAYMENT

- 1) Payments under this contract are not to exceed \$60,000 for the services provided by the contractor pursuant to Exhibit B, Scope of Services.
- 2) Invoices for services rendered and/or expenditures incurred in the fulfillment of this agreement may be submitted monthly as follows:
 - a. Invoices for services rendered shall include detail about hours worked and the tasks worked on or completed.
 - b. Invoices for other expenditures shall include documentation of the item or service purchased and shall include documentation of payment for such item or service.
 - c. All invoices must be complete and signed. Invoices may be signed by a certified electronic signature and emailed. NHDES shall confirm receipt of electronic invoices.
- 3) The State shall make payment to NESCAUM within thirty (30) days of receipt of each complete invoice.
- 4) NESCAUM shall keep detailed records of their activities related to services provided and make such records available to NHDES upon request.
- 5) A final invoice shall be due to NHDES no later than forty-five (45) days following the end date of this agreement. Requests submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.



www.nescaum.org

Northeast States for Coordinated Air Use Management

89 South Street, Suite 602 Boston, MA 02111
Phone 617-259-2000 Fax 617-742-9162
Paul J. Miller, Executive Director

November 13, 2023

To Whom it May Concern:

I, Glenn Keith, hereby verify as the NESCAUM Treasurer that the NESCAUM Board approved by motion on September 19, 2012 that the NESCAUM Executive Director and Deputy Director are authorized to sign binding contracts on behalf of NESCAUM.

Sincerely,

Glenn Keith

Director Air and Climate Programs, Massachusetts Department of Environmental Protection
Treasurer, NESCAUM

RECEIVED
NEW HAMPSHIRE
NOV 16 2023
AIR RESOURCES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2023

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Kari Higgins PHONE (A/C, No, Ext): 800-333-7234 E-MAIL ADDRESS: KaHiggins@easterninsurance.com	FAX (A/C, No): 781-586-8244
	INSURER(S) AFFORDING COVERAGE	
INSURED Northeast State Coordinated Air Use Mgmt (NESCAUM) (NESCAUM) 89 South Street, Suite 602 Boston MA 02111	INSURER A: Arbella Protection Insurance Co NAIC #: 41360	
	INSURER B: Twin City Fire Insurance Company NAIC #: 29459	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1073026893 **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 type="checkbox"/> LOC OTHER:			8500014773	10/4/2023	10/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8500014773	10/4/2023	10/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4620087376	10/3/2023	10/3/2024	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECKM9168	1/11/2023	1/11/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NONPROFIT ORGANIZATION: RESEARCH-AIR QUALITY CONTROL
PROJECT: Support NH Department of Environmental Services with an Economic Analysis for greenhouse gas reduction measures in low income communities. LIDAC analysis.
The amount is \$60,000

New Hampshire Department of Environmental Services Air Resources Division, Technical Services Bureau are Additional Insured with regards to General Liability where required by written contract or agreement. ---

CERTIFICATE HOLDER **CANCELLATION 30**

New Hampshire Department of Environmental Services Air Resources Division, Technical Services Bureau c/o Michael Fitzgerald 29 Hazan Drive, PO Box 95 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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