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Robert R. Scott, Commissioner

April 29, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an **SOLE SOURCE** agreement (PO# 1066443) with the S and J Transportation Services, INC. (VC # 157099-B001) by increasing the funding amount by \$35,000 from \$90,000 to \$125,000 for the purpose of purchasing an additional drayage truck, effective upon Governor and Council approval through September 30, 2019. The original agreement was approved by G&C March 13, 2019, item# 77. 57% Federal Funds, 43% VW Settlement Funds.

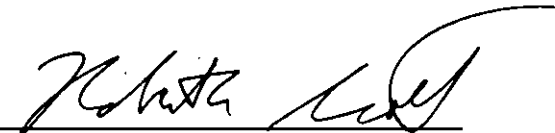
Funding is available in the account as follows:

	<u>FY 2019</u>
03-44-44-443010-2278-072-500572	\$35,000
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

NHDES is requesting approval of this amendment to add funding for the replacement of an additional truck to the original grant agreement for funding to assist in the purchase of three newer drayage trucks to replace three older drayage trucks. After the original agreement was approved, NHDES held an additional request for proposals for the remaining funds in the grant program. S and J Transportation, Inc. applied for an additional drayage truck and was approved for funding, bringing the total to four trucks being replaced. (see Attachment A for the scoring results). To date, none of the original grant amount has been spent. This amendment is sole source because the increase is greater than 10 percent of the original.

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding for projects that reduce harmful emissions produced by older diesel engines. NHDES will provide a grant for up to 50% of eligible costs or \$125,000 which ever is less. 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

S&J Transportation Services, Inc.

Grant Agreement

Amendment No. 1

WHEREAS, pursuant to an Agreement signed February 7, 2019, approved by the Governor and Executive Council on March 13, 2019 (the "Agreement"), S&J Transportation Services, Inc. (S&J) agreed to perform certain services upon the terms and conditions specified in that Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the State and S&J have agreed to amend the Agreement in certain respects; and

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

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
 - (a) Exhibit A-Scope of Work and Exhibit B Payment Schedule are modified by the addition of the attached Exhibit A – Scope of Work and Exhibit B Payment Schedule dated April 16, 2019.
 - (b) Exhibit B-Payment Schedule is modified by the addition of the attached Exhibit B – Payment Schedule dated April 16, 2019.
 - (c) The price limitation set forth in Item 1.8 of the Agreement shall be increased by \$35,000 from \$90,000 to \$125,000.
2. **Effective Date of Amendment:** This Amendment No. 1 shall take effect as of the date of its approval by the Governor and Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment No. 1, the Agreement, and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials/Date: _____

JPAL, 4/22/19

Exhibit A
Scope of Work

S&J Transportation Services, Inc. (S&J), under agreement with the New Hampshire Department of Environmental Services (NHDES), approved by Governor and Council on March 13, 2019, has entered into agreement to replace three diesel powered drayage vehicles with MY 2012 or newer diesel powered drayage trucks. This Contract Amendment No. 1 increases the contract ceiling by \$35,000 from \$90,000 to \$125,000 with a period of performance ending September 30, 2019. The Scope of Work (SOW) to be altered by this Amendment No. 1 shall be as follows:

2. S&J shall purchase four drayage trucks as replacement for a model year (MY) 2003 International 91001 drayage truck identified on the application as truck 232, a MY 2006 Sterling drayage trucks identified on the application as Truck 255, a MY 2005 Sterling drayage truck identified on the application as Truck 246, and a MY 2005 Freightliner identified on the application as Truck 366.
5. NHDES shall reimburse S&J 50 percent of the eligible expenses, or \$125,000, whichever is less.
11. S&J shall use the replacement trucks in normal service for a period of no less than five (5) years. In the event that S&J sells or surpluses the replacement truck within five years of the effective date of this contract S&J shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the State of New Hampshire in accordance with the depreciation tables below.

Project: S&J Truck Replacement Grant Truck 232, 255, and 246

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	\$30,000.00	\$6,000.00
Year 2 value	16	\$30,000.00	\$4,800.00
Year 3 value	12.8	\$30,000.00	\$3,840.00
Year 4 value	10.2	\$30,000.00	\$3,060.00
Year 5 value	7.6	\$30,000.00	\$2,280.00

Note: Depreciation of grant is calculated based on a grant of \$30,000.00 per truck.

Initials/Date:

JPD III, 4/22/19

Project: S&J Truck Replacement Grant Truck # 366

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	\$35,000.00	\$7,000.00
Year 2 value	16	\$35,000.00	\$5,600.00
Year 3 value	12.8	\$35,000.00	\$4,480.00
Year 4 value	10.2	\$35,000.00	\$3,570.00
Year 5 value	7.6	\$35,000.00	\$2,660.00

Note: Depreciation of grant is calculated based on a grant of \$35,000.00.

**Exhibit B
Payment Schedule**

The Payment Schedule to be altered by this Amendment No. 1 shall be as follows:

1. Payment under this agreement are not to exceed \$125,000 or 50 percent of eligible project costs, whichever is less.


Initials/Date: SPD, 4/22/19

IN WITNESS WHEREOF,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

By: 
Robert R. Scott, Commissioner

S&J Transportation Services, Inc.

By: 
James P. Daley III, President

STATE OF NEW HAMPSHIRE
COUNTY OF Stafford

On this 22 day of April, 2019, before the undersigned officer, personally appeared James P. Daley III, who acknowledged himself to be a President of S&J Transportation Services, Inc., who executed the foregoing instrument for the purposes therein contained.

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

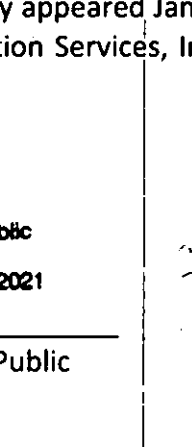

Notary Public

SCOTT E. ST. JEAN, Notary Public
State of New Hampshire
My Commission Expires April 6, 2021

Name and Title of Notary Public

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 5/2/19

By: 

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____

By: _____

State of New Hampshire

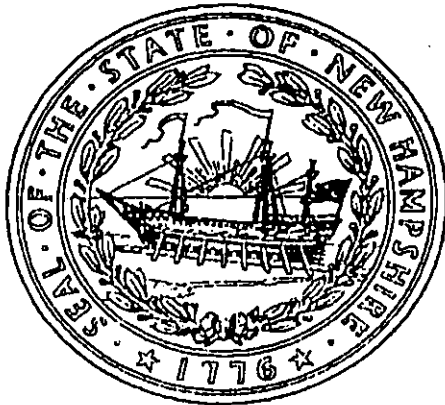
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that S. & J. TRANSPORTATION SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 17, 1991. 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: 157893

Certificate Number : 0004367567



IN TESTIMONY WHEREOF

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of January A.D. 2019.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	S. & J. TRANSPORTATION SERVICES, INC.	Business ID:	157893
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	09/17/1991	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	09/17/1991		
Principal Office Address:	251 CALEF HWY, LEE, NH, 03824, USA	Mailing Address:	251 Calef Hwy, Lee, NH, 03861, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	accounting@sjtrans.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / DEAL IN TRACTORS & TRAILERS RE TRUCKING & STORAGE	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
James Daley P III / President	251 Calef Hwy, Lee, NH, 03861, USA
James Daley P III / Director	251 Calef Hwy, Lee, NH, 03861, USA

Page 1 of 1, records 1 to 2 of 2



S&JTRAN-01

KCORBIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Transportation Insurance Advisors LLC
463 Mountain View Drive, Suite 206
Colchester, VT 05446

CONTACT NAME:
PHONE (A/C No, Ext): (802) 448-4600
FAX (A/C No): (802) 654-9930
E-MAIL ADDRESS:

INSURED
S & J Transportation Services, Inc.
251 Calef Highway
Lee, NH 03861

INSURER(S) AFFORDING COVERAGE
INSURER A: Firemen's Insurance Company of Washington, D.C.
INSURER B: AGCS Marine Insurance Co.
INSURER C:
INSURER D:
INSURER E:
INSURER F:
NAIC #
22837

COVERAGES **CERTIFICATE NUMBER:** **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	SUDR YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLA 0368080-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED - AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Physical Damage			CAA 0368081-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> 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	WPA-5027679-18	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<input checked="" type="checkbox"/> Motor Truck Cargo			MX193079492	12/31/2018	12/31/2019	\$2,500 Deductible \$ 300,000
A	<input checked="" type="checkbox"/> Trailer Interchange			CAA 0368081-18	12/31/2018	12/31/2019	\$1,000 Deductible \$ 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured on the Auto & General Liability policies.

CERTIFICATE HOLDER

New Hampshire Dept. of Environmental Services
28 Hazen Drive
PO BOX 95
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

February 11, 2019

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

APPROVED G & C
 DATE 3/13/19
 ITEM # 77

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into Grant Agreements with the entities listed below totaling \$590,657 for partial funding of a locomotive engine rebuild and diesel bus replacements, effective upon Governor and Council approval through September 30, 2019. 57% Federal Funds, 43% VW Settlement Funds.

Name	Location	Vendor #	Amount
New Hampshire Northcoast Corp.	Ossipee, NH	156085-B001	\$69,282
Jalbert Leasing, Inc.	Lee, NH	156196-B001	\$393,750
Town of Barnstead	Barnstead, NH	177211-B001	\$37,625
S & J Transportation Services, Inc.	Lee, NH	157099-B001	\$90,000
		Total:	\$590,657

Funding is available in the account as follows:

03-44-44-443010-2278-072-500572

Dept. of Environmental Services, DERA Funds, Grants Federal

FY 2019
\$590,657

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of vehicles and rebuild of older diesel engines. The new/rebuilt engines must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has \$1,250,875 available for grants.

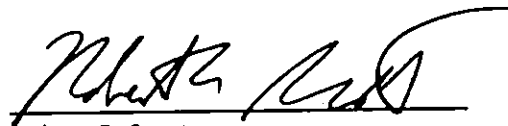
A request for proposal (RFP) was conducted from October through December 2018. Twelve entities applied for funding for nineteen projects. Six proposals and thirteen individual projects were approved for funding (see Attachment A for the scoring results). New Hampshire Northcoast Corp. requested partial funding to rebuild a diesel locomotive engine to a cleaner emission standard. Jalbert Leasing, Inc. requested partial funding to replace three diesel coach buses. The Town of Barnstead requested partial funding to replace a

plow truck and S&J Transportation Services, Inc. requested partial funding to replace three drayage trucks. A drayage truck is defined as a Class 8 (Gross Vehicle Weight Rating greater than 33,000 pounds) highway vehicle operating on or travelling through port or intermodal rail yard property for the purpose of loading, unloading, or transporting cargo, such as containerized, bulk, or break-bulk goods.

The DERA program has a mandatory cost share requirement for a locomotive engine rebuild project of 60 percent. NHDES will provide a grant of up to \$69,282 or 40 percent, whichever is less, to New Hampshire Northcoast Corp. for the rebuild of the locomotive engine. The DERA program has a mandatory cost share requirement for a replacement vehicle project of 75 percent. NHDES will provide a grant up to \$131,250 or 25 percent per bus, whichever is less, to Jalbert Leasing, Inc. for the replacement of three coach buses; and \$37,625 or 25 percent for the plow truck, whichever is less, to the Town of Barnstead for the replacement of a plow truck. The DERA program has a mandatory cost share requirement for drayage trucks of 50 percent. NHDES will provide a grant up to \$30,000 or 50 percent per drayage truck, whichever is less, to S&J Transportation services, Inc. for the replacement of three drayage trucks.

These agreements have 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.

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

Robert R. Scott
Commissioner



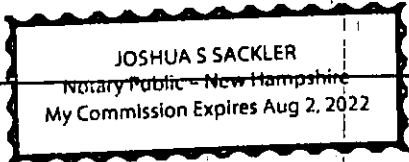
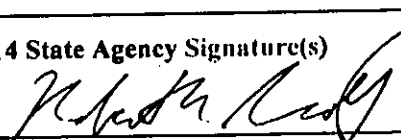
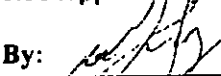

Subject: S&J Transportation Services, Inc. Drayage Truck Replacement Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: S&J Transportation Services, Inc.		1.4 Grantee Address 251 Calef Highway Lee, NH 03861	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2019	1.7 Audit Date N/A	1.8 Grant Limitation \$90,000
1.9 Grant Officer for State Agency Jessica Wilcox, Grant Manager NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271-6751	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor James P. Daley III, President	
1.13 Acknowledgment: State of <u>NEW HAMPSHIRE</u> , County of <u>ROCKING HILLS</u> On <u>02/07/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/14/19</u>			
1.17 Approval by the Governor and Council By:  On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or
11.1.2 failure to submit any report required hereunder; or
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident; and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00032-2018-003
Project Title: NH Clean Diesel Program Agreement with
S&J Transportation Services, Inc. – Drayage Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00032
(Awarded August 28, 2017 and August 27, 2018)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and S&J Transportation Services, Inc. in Lee, NH (Vendor Code #157099-B001) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out by S&J Transportation Services, Inc. (hereinafter referred to as S&J), 251 Calef Highway, Lee, NH 03861.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2019, with additional reporting requirements through January 2024.

NHDES and S&J will undertake under this Agreement the replacement of three drayage trucks.

For the purposes of this Agreement, NHDES and S&J agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with S&J.
2. S&J shall purchase three drayage trucks as replacement for a model year (MY) 2003 International 91001 drayage truck identified on the application as Truck 232, a MY 2006 Sterling drayage truck identified on the application as Truck 255, and a MY 2005 Sterling drayage truck identified on the application as Truck 246.
3. The replacement trucks will be powered by a MY 2012 or newer EPA certified heavy-duty diesel engines.
4. The replacement trucks must be of the same vehicle class as the original trucks, operate in the same manner over similar routes as the replaced trucks, and not be scheduled for replacement prior to December 2021.
5. NHDES shall reimburse S&J 50 percent of the eligible expenses, or \$90,000, whichever is less.

6. Eligible expenses under this grant include the cost of the drayage trucks only.
7. Other expenses including, but not limited to "optional" components or "add-ons" to the vehicle, vehicle registration, scrappage of replaced vehicle, engineering, project management, and personnel costs are not eligible expenses.
8. S&J shall provide NHDES with the following information on the trucks to be replaced prior to purchasing the new vehicles:
 - a. Annual miles driven
 - b. Annual fuel use and fuel type
 - c. Annual idling hours
 - d. Vehicle Identification Number (VIN)
 - e. Engine Model Year
 - f. Gross Vehicle Weight Rating (GVWR)
 - g. Vehicle Class
 - h. Engine Manufacturer
 - i. Engine Serial Number
 - j. Description of routes or typical use
9. The replaced trucks shall be taken out of service no later than 15 days following the placement into service of the replacement vehicles.
10. The replaced trucks will be scrapped within 90 days from the date the replacement is put in to service.
11. S&J shall use the replacement trucks in normal service for a period of no less than five (5) years. In the event that S&J sells or surpluses the replacement truck within five years of the effective date of this contract S&J shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the State of New Hampshire in accordance with the depreciation table below.

Project: S&J Truck Replacement Grant

	Percent Value Remaining	Total Grant per Truck	Value to be Returned to NHDES
Year 1 value	20	\$30,000.00	\$6,000.00
Year 2 value	16	\$30,000.00	\$4,800.00
Year 3 value	12.8	\$30,000.00	\$3,840.00
Year 4 value	10.2	\$30,000.00	\$3,060.00
Year 5 value	7.6	\$30,000.00	\$2,280.00

Note: Depreciation of grant is calculated based on a grant of \$30,000.00 per truck.

12. S&J shall:
 - a. Register the replacement trucks in accordance with New Hampshire law;
 - b. Maintain the replacement trucks in accordance with manufacturer recommendations;
 - c. Not make modifications of the emission controls system on the replacement trucks or engines; and,

Grantee initials JPOZ
Date 2/6/19

- d. Make the trucks and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.
13. S&J shall scrap the trucks being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engine and the chassis with a two week (minimum) advance notice of the event. The replaced trucks may be permanently disabled by:
- a. Creating a minimum 3" diameter hole in the engine block; and
 - b. Cutting the chassis rail in half.
14. S&J shall supply documentation confirming the scrappage requirements have been met for the trucks. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include the following for each truck:
- a. The date the truck was scrapped;
 - b. The engine model year, engine family name, engine serial number, and VIN;
 - c. The name and contact information for the entity that scrapped the truck, if other than the grantee; and
 - d. Photographic images of the following:
 - i. Side profile of the truck;
 - ii. Vehicle Identification Number (VIN);
 - iii. The engine tag that includes the engine serial number and engine family number (if available);
 - iv. Chassis rail cut in half;
 - v. Engine block prior to destruction; and
 - vi. Engine block after destruction.

Scrappage may be completed by S&J or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

15. S&J shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of the each calendar quarter, beginning the Effective Date of the Agreement for a period of two years following vehicles acquisition. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the truck's replacement, including the following for each truck:
- a. The amount of fuel used during the preceding quarter;
 - b. The number of miles the vehicle was used in the preceding quarter; and
 - c. The estimated amount of idling experienced in the preceding quarter.
16. S&J shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to the following for each truck:
- a. The amount of fuel used during the preceding year;
 - b. The number of miles the vehicle was used in the preceding year; and
 - c. The estimated amount of idling the vehicle experienced in the preceding year.

**EXHIBIT B
PAYMENT SCHEDULE**

- 1) Payments under this agreement are not to exceed \$90,000.00 or 50 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse S&J for eligible expenses provided S&J is in compliance with all recordkeeping and reporting requirements in Exhibit A.
- 3) Invoices may be submitted for reimbursement upon payment and shall include the following:
 - a) Payment request on S&J letterhead with the following information for the replacement vehicles:
 - i) Vehicle Identification Number (VIN);
 - ii) Engine and vehicle model year;
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Vehicle's class;
 - vi) Fuel type; and
 - vii) Cost of vehicle replacement.
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) A copy of the new truck registration;
 - e) Proof of scrappage as per Exhibit A; Sections 13-14; and
 - f) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) Invoices must be submitted by September 15, 2019. 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.

17. S&J shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. S&J shall complete all activities, reports, and work products specified herein.
18. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for ~~termination~~.
19. Should S&J terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, S&J will reimburse the State of New Hampshire for any funds received.

**EXHIBIT C
SPECIAL REQUIREMENTS**

Subparagraph 17.1.2 shall be amended to read as follows:


Comprehensive public liability insurance against all claims of bodily injury, death or property damage, in amounts no less than \$1,000,000 for bodily injury or death any one incident and \$500,000 for property damage in any one incident.

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire State Clean Diesel Grant Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

CERTIFICATE OF AUTHORITY

I, Lizabeth M. MacDonald, Assistant Secretary of S. & J. Transportation Services, Inc., do hereby certify that James P. Daley, III, President, is authorized to execute any documents that may be necessary to enter into a ~~contract with~~ the State of New Hampshire.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of S. & J. Transportation Services, Inc., this 3rd day of January, 2019.

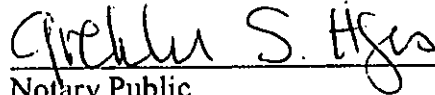

Lizabeth M. MacDonald, Assistant Secretary

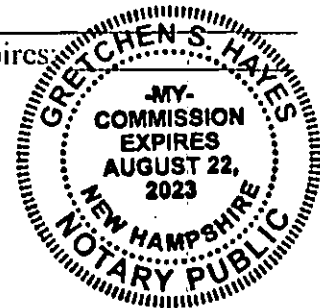
NOTARIZATION

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On January 3, 2019, before me, Gretchen S. Hayes, the undersigned officer, personally appeared Lizabeth M. MacDonald, who acknowledged herself to be the Assistant Secretary of S. & J. Transportation Services, Inc., and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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


Notary Public
Print Name: _____
My Commission Expires: _____





S&JTRAN-01

KCORBIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
- 1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Transportation Insurance Advisors LLC 463 Mountain View Drive, Suite 208 Colchester, VT 05446		CONTACT NAME: PHONE (A/C, No, Ext): (802) 448-4600 FAX (A/C, No): (802) 654-9930 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Firemen's Insurance Company of Washington, D.C.	
INSURED S & J Transportation Services, Inc. 251 Calef Highway Lee, NH 03861		INSURER B: AGCS Marine Insurance Co. 22837 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 WVO	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:			CLA 0368080-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EP, OCKWIZENGA) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA 0368081-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	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	WPA-5027679-18	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Motor Truck Cargo			MXI93079492	12/31/2018	12/31/2019	\$2,500 Deductible \$ 300,000
A	Trailer Interchange			CAA 0368081-18	12/31/2018	12/31/2019	\$1,000 Deductible \$ 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured on the Auto & General Liability policies.

CERTIFICATE HOLDER New Hampshire Dept. of Environmental Services 29 Hazen Drive PO BOX 95 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

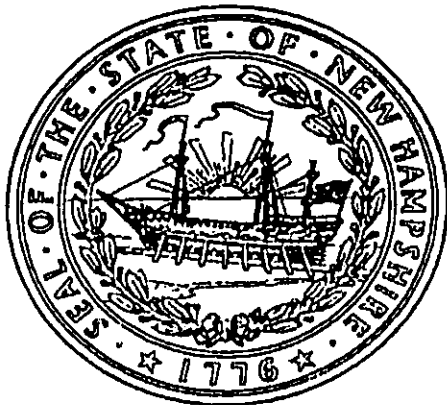
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that S. & J. TRANSPORTATION SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 17, 1991. 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: 157893

Certificate Number : 0004367567



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of January A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ATTACHMENT A
2017/2018 New Hampshire Clean Diesel Grant Program
Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Waste Management Truck 1	Rochester	\$75,000	86
Waste Management Truck 2	Rochester	\$75,000	86
Waste Management Truck 3	Rochester	\$75,000	86
Waste Management Truck 4	Rochester	\$75,000	86
New Hampshire Northcoast Corp	Ossipee	\$69,282	83
Jalbert Leasing, Inc. Bus 2602	Portsmouth	\$131,250	77
S&J Transportation Services Truck 246	Lee	\$30,000	76
Jalbert Leasing, Inc. Bus 2701	Portsmouth	\$131,250	72
S&J Transportation Service Truck 232	Lee	\$30,000	70
Jalbert Leasing, Inc. Bus 2603	Portsmouth	\$131,250	69
Town of Barnstead	Barnstead	\$40,000	67
S&J Transportation Services Truck 255	Lee	\$30,000	64
Town of Mason	Mason	Withdrew	NA
Town of Hancock	Hancock	Withdrew	NA
Town of Claremont	Claremont	Withdrew	NA
Oyster River School District	Durham	Withdrew	NA
Not Selected			
Town of Hollis	Hollis	\$50,000	60
Town of Pembroke	Pembroke	\$43,750	57
Town of Farmington	Farmington	\$150,000	55
Additional Competitive Round			
Fall Mountain River School District	Langdon	\$23,750	79
S & J Transportation Service Truck 366	Lee	\$35,000	69
R&K Enterprises, LLC	New Durham	\$30,000	67
Not Selected in Additional Round			
D&L Transit, LLC	Westmoreland	\$20,000	56
Proulx Oil and Propane	Epping	\$37,750	58

ATTACHMENT A (CON'T)

Detailed Scoring Results

Project	Env. Benefit	Cost Effectiveness	Populated Area	Operation in NH	Government Entity	Potential for Success	Other Benefit	Econ. Disadvantaged Community	Clean Fuel	Total
Waste Management-1	24	19	13	15	0	5	4	4	2	86
Waste Management-2	24	19	13	15	0	5	4	4	2	86
Waste Management-3	24	19	13	15	0	5	4	4	2	86
Waste Management-4	24	19	13	15	0	5	4	4	2	86
Northcoast	30	20	12	11	0	5	4	1	0	83
Jalbert-2602	30	20	8	6	0	5	5	3	0	77
S&J-246	30	20	8	12	0	5	1	0	0	76
Jalbert-2701	29	19	3	6	0	5	5	5	0	72
S&J-232	24	20	8	12	0	5	1	0	0	70
Jalbert-2603	23	19	8	6	0	5	5	3	0	69
Banstead	8	18	6	15	10	5	3	2	0	67
S&J-255	18	20	8	12	0	5	1	0	0	64
Mason	7	17	6	15	10	5	3	1	0	64
Claremont	5	11	10	15	10	5	3	5	0	64
Oyster River Sc. Dist.	5	5	15	15	10	4	5	0	5	64
Hancock	7	13	6	15	10	5	4	3	0	63
FMRS D	11	18	15	14.5	10	4	0	5	2	80
S&J-336	25	20	7	12	0	5	0	0	0	69
R&K	21	18	5	13.5	0	5	5	0	0	68
Not Selected										
Hollis	7	14	6	15	10	5	3	0	0	60
Pembroke	5	12	8	15	10	4	3	0	0	57
Farmington	7	5	6	15	10	5	4	3	0	55
D&L	5	5	15	15	7	5	2	2	0	56
Proulx	12	16	9	13.5	0	5	3	0	0	59

ATTACHMENT A (CON'T)

Reviewers

Name	Agency/Organization	Title	Years of Experience
Elizabeth Strachan	NHDES Air Resources Division Technical Services Bureau Mobile Source Section	Transportation Analyst	2
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	25
Alexis LaBrie	NH Office of Strategic Initiatives	Energy Analyst	1
Joseph Doiron	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	1.5
Rebecca Ohler	NHDES Air Resources Division Technical Services Bureau	Administrator of Technical Services Bureau	30