



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

June 11, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a grant agreement with Clarke Distributors Inc. Keene, New Hampshire (VC # 227446) in an amount not to exceed \$50,000 to support the purchase of two diesel delivery trucks, effective upon Governor and Council approval through September 30, 2013. Funding is 100% Federal.

Funding is available in account as follows. Funding for FY 2014 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2014</u>
03-44-44-443010-2278-072-500573	\$50,000
Dept Environmental Services, DERA Funds, Grants- Federal	

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding for State Clean Diesel Programs to support projects that reduce harmful emissions produced by older diesel vehicles. New Hampshire's State Clean Diesel Grant Program includes projects that reduce emissions by minimizing idling time, converting to lower emission fuels, and replacing highway vehicles with newer ones that meet more stringent emission standards.

With this agreement, DES will provide up to \$50,000 to Clarke Distributors Inc. to help fund the early replacement of two delivery vehicles. These vehicles travel over 20,000 miles per year each in an area of the state that experiences air quality alert days based on excess particulate matter. The replacement vehicles will meet EPA 2012 emission standards and emit 99% less particulate matter. DES issued a request for proposals in April 2013. Clarke submitted the only eligible proposal and was approved for funding by the program administrator based on its consistency with State Clean Diesel Grant program goals which include reducing particulate matter in the near non-attainment area of Cheshire County. As with prior solicitations, funds are allocated

on a first come, first served basis. DES will provide 25% of the \$200,000 for two replacement vehicles. In accordance with program requirements, Clarke will replace two diesel vehicles ahead of their scheduled replacement date and will permanently removed the replaced vehicles from service.

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

We respectfully request your approval.



Thomas S. Burack
Commissioner

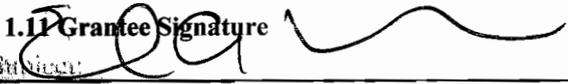
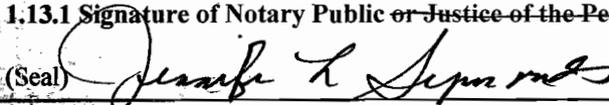
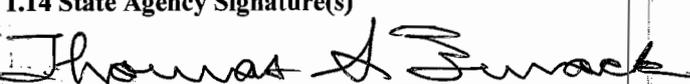
Subject: DERA -- Clarke Distributors Replacement Trucks -- 2013

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Clarke Distributors Inc.		1.4 Grantee Address 472 Winchester St. PO Box 624 Keene, NH 03431	
1.5 Effective Date Upon G&C approval	1.6 Completion Date September 30, 2013	1.7 Audit Date N/A	1.8 Grant Limitation \$50,000
1.9 Grant Officer for State Agency Felice Janelle		1.10 State Agency Telephone Number 271-4848	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Edward A. Coppola <i>General Manager</i>	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On <u>5/31/2013</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 <i>Jennifer Symonds - Notary Public</i>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>6/13/13</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and

 5/31/13

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 OR 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, workmen'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 of 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 workers' 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 18.1 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 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

Project Title: NH Clean Diesel Grant Agreement with
Clarke Distributors, Inc. – Replacement Vehicles

This Scope of Services describes activities that have been agreed to between the Department of Environmental Services (DES) and Clarke Distributors Inc., Keene, NH to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program.

The project activities will be carried out by Clarke Distributors Inc. (hereinafter referred to as Clarke), 472 Winchester Street, P.O. Box 624, Keene, NH 03431.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2013.

DES and Clarke will undertake under this Agreement the purchase two class 8a delivery trucks.

For the purposes of this Agreement, DES and Clarke agree as follows:

1. Clarke agrees to purchase new trucks as early replacements to existing equipment.
2. Replacement trucks will meet EPA emission standards in place for 2012 or newer model year heavy-duty trucks.
3. DES agrees to reimburse Clarke up to 25% of the cost of the replacement vehicles and associated equipment. Engineering, project management, or other personnel costs are not eligible expenses.
4. The replaced trucks will be taken out of service no later than 15 days following the placement into service of the replacement vehicle.
5. Clarke agrees to use the replacement truck in normal service or a period of no less than ten (10) years. In the event that Clarke sells, trades, or surpluses the replacement trucks within ten years of the effective date of this contract, the pro-rated, per vehicle, depreciated incremental cost provided by DES will be reimbursed to the State of New Hampshire as specified in the table below:

Project: Clarke Truck Replacement	Percent Value Remaining	Depreciated Total Project Value	Value to be Returned to DES (25% Share)
Year 1 Value	20.0	\$10,000.00	\$2,500.00
Year 2 Value	16.0	\$8,000.00	\$2,000.00
Year 3 Value	12.8	\$6,400.00	\$1,600.00
Year 4 Value	10.2	\$5,120.00	\$1,280.00
Year 5 Value	8.2	\$4,096.00	\$1,024.00
Year 6 Value	6.6	\$3,276.80	\$819.20
Year 7 Value	5.2	\$2,621.44	\$655.36
Year 8 Value	4.2	\$2,097.15	\$524.29
Year 9 Value	3.4	\$1,677.72	\$419.43
Year 10 Value	2.7	\$1,342.18	\$335.54
Value After Year 10	0%	\$0	\$0

¹ Depreciation of total project cost calculated with the double declining balance formula based on a total project cost of \$50,000 period of 10 years, and scrap value of \$5,000 at the end of ten years.

7. Clarke agrees to maintain the replacement trucks in accordance with manufacturer recommendations.
8. Prior to vehicle purchase, Clarke shall provide documents supporting equipment and vendor selection, including:
 - a. A minimum of three written vendor quotations for a vehicle that is the performance equivalent of the vehicle or equipment that is to be replaced; **or:**
 - b. A copy of the Request for Proposals (RFP) solicitation utilized to select the vendor, including:
 - (1) documentation the RFP was properly advertised using avenues likely to reach all potential bidders,
 - (2) a short narrative description of the competitive bid process including dates and where the RFP was posted and length of response period, and
 - (3) a description of the results of the competitive bid process including the number and copies of the responses received; **or:**
 - c. Documentation indicating that the selected equipment will be purchased in accordance with specifications, price, and from a vendor specified in a State of NH and purchase agreement (municipalities and qualified transit providers only).
9. Clarke shall submit an **Initial Project Report** to DES within 30 days of the Effective Date of the Agreement that includes the following information:
 - a. Documentation verifying that the truck replaced is an “early replacement,” and would not have occurred during the project period through normal attrition. Supporting evidence should include verification by the Clarke fleet manager stating that the vehicles being replaced have useful life left.
 - b. Specifications and condition of the trucks that are to be replaced including:
 - i. Truck make and model,

- ii. Year of manufacture,
 - iii. Vehicle Identification Number,
 - iv. Engine serial number and horsepower rating,
 - v. Average annual vehicle mileage or service hours,
 - vi. Total vehicle mileage,
 - vii. Fuel type and annual fuel use.
 - c. Specifications for the replacement trucks being purchased, including:
 - i. Truck make and model,
 - ii. Year of manufacture,
 - iii. Vehicle Identification Number (when available),
 - iv. Engine serial number (when available) and horsepower rating,
 - v. Fuel type
 - vi. Gross Vehicle Weight Rating.
10. Clarke shall submit Quarterly **Project Status Reports** to DES within 15 days after end of the each quarter, beginning with the Effective Date of the Agreement for a period of one year following the date when replacement vehicle are placed in service. Quarterly Project Status Reports shall contain the following:
- a. Financial Accounting: Documentation shall be provided detailing replacement vehicle and associated equipment costs. This should include items noted in Attachment B, part 2.a.
 - b. Project Milestones: A description of all activities of programmatic significance, including but not limited to:
 - i. Delivery and/or placement into service of replacement truck, including date(s).
 - ii. Copy of vehicle registration.
 - iii. Any issues that have surfaced in the reporting period, and explanation of why project milestones are not met, where applicable.
 - c. Environmental Impact: Include sufficient information for DES to estimate the emissions reductions attributable to the truck replacement, including but not limited to:
 - i. The amount of fuel used during the preceding quarter,
 - ii. The number of miles the vehicle was used in the preceding quarter, and,
 - iii. An estimate of the number of hours the equipment idled during the preceding quarter.
 - iv. Any operational issues with the new vehicles.
11. Clarke agrees to scrap the vehicles being replaced in such a way that the vehicle's engines are rendered permanently inoperable. Clarke shall provide DES with documentation verifying that the replaced truck has been rendered inoperable and scrapped, including, but not limited to a signed statement from the operator of the scrap facility that includes the Vehicle Identification Numbers and photographs that document the method used to destroy the engine. Alternatively, Clarke may invite DES staff to witness the engine destruction.

12. Clarke shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Clarke shall complete all activities, reports, and work products specified herein.
13. 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.
14. Should Clarke terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A through the completion date of September 30, 2013, Clarke will reimburse the State of New Hampshire for any funds received.

EXHIBIT B
PAYMENT SCHEDULE

1. Payments under this agreement are not to exceed \$50,000.
2. DES will reimburse Clarke for eligible expenses in the amount approved by the Governor and Executive Council, in accordance with the following schedule, provided Clarke is in compliance with all recordkeeping and reporting requirements in Exhibit A.
 - a. Invoices may be submitted for reimbursement upon payment and shall include the following:
 - i. A copy of all vendor invoices.
 - ii. A copy of cancelled checks or other documentation verifying payment;
 - iii. Contact information for any questions related to the reimbursement request.
 - b. DES will process completed invoices within 30 days of receipt. Evidence of new vehicle registration and old vehicle destruction must be provided prior to invoice processing.
3. At any time during the life of this agreement, DES may review all invoices for reconciliation between all project costs incurred by Clarke and all payments made to date.
4. All obligations of DES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

EXHIBIT C
SPECIAL REQUIREMENTS

Regarding Section 22 of the Contract, there are no Special Provisions.

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire Diesel Reduction 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.

CORPORATE RESOLUTION - AUTHORIZATION

Kary Shumway, the undersigned, of 472 Winchester Street, Keene, NH , certifies that he is the Treasurer of Clarke Distributors, inc., a corporation organized under the laws of New Hampshire, having its principal office at 472 Winchester Street, Keene, NH and that the following is a true copy of a resolution duly adopted by the board of directors of Clarke Distributors, inc. at a meeting held by them on May 24, 2013, where a quorum was present.

Resolved, that Ed Coppola, GM of Clarke Distributors, inc. , is hereby authorized to enter into a contract, grant agreement or sign other necessary documents with the State of New Hampshire Department of Environmental Services on behalf of Clarke Distributors, inc.

The undersigned further certifies that there is no provision in the articles of incorporation or the bylaws of Clarke Distributors, inc. limiting the power of the board of directors to pass the resolution described above and that the resolution is in conformity with the provisions of the articles of incorporation and the bylaws and this resolution has not been rescinded or modified.



Signature

5/24/13

Date

State of New Hampshire, County of Cheshire

I, Jennifer Symonds a Notary Public for said County and State do hereby certify that Kary Shumway personally appeared before me this day and acknowledged the due execution of this instrument.

Witness my hand and official seal, this the 24 day of May, 2013.



(official seal)



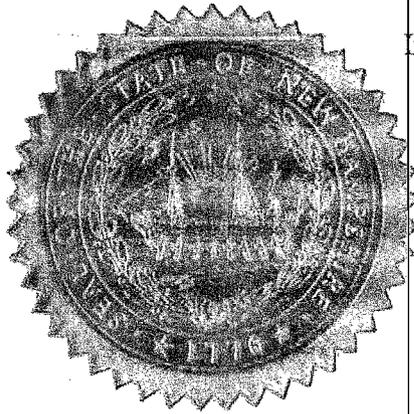
Notary Public

My commission expires Dec 14, 2016.

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 CLARKE DISTRIBUTORS INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 7, 1949. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of May, A.D. 2013

William M. Gardner
Secretary of State



NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

CERTIFICATE OF INSURANCE

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.

This is to certify that: Clarke Distributors, Inc
472 WINCHESTER ST, PO BOX 624
KEENE NH 03431-0624

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all thier terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY
	Continuous*		
	Extended		
	Policy Term		
WORKERS COMPENSATION	01/01/2013-01/01/2014	WC 000652	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: NH
			EMPLOYERS LIABILITY:
			Bodily Injury By Accident: 500,000 Each Accident
			Bodily Injury by Disease: 500,000 Policy Limit
			Bodily Injury by Disease: 500,000 Each Person
OTHER			
ADDITIONAL COMMENTS:			

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

CLARKE DISTRIBUTORS INC

ROBERT LACLAIRE

472 WINCHESTER ST, PO BOX 624

KEENE NH 03431-0624

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

Authorized Representative
603-224-7337
June 5, 2013

Concord, NH
Office

Phone Number

Date Issued

Attachment A
Clarke Distributors Inc., Keene, NH
DERA Grant Budget Estimate

Budget Item	State Funding 25%	Clarke Match 75%	Total Project Cost
Two Replacement Vehicles	\$ 50,000	\$ 150,000	
Total Project Cost	\$ 50,000	\$ 150,000	\$200,000