



The State of New Hampshire  
**Department of Environmental Services**

**Clark B. Freise, Assistant Commissioner**



March 8, 2017

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 enter into a Grant Agreement with Olde Port Tours, LLC, Portsmouth, NH (Vendor Code #277813) in an amount not to exceed \$45,992 to partially fund the installation of two diesel marine engines effective upon Governor and Council approval through September 30, 2017. Funding is 100 percent Federal.

Funding is available in the account as follows:

	<u>FY 2017</u>
03-44-44-443010-2278-072-500572	\$45,992
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

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. As stipulated in DERA, 70 percent of DERA funds are to be used for national competitive grants with the remaining 30 percent allocated to the states for pass-through grants. Using this 30 percent, NHDES' Clean Diesel Grant Program funds projects that reduce diesel engine emissions, including engine replacements. The replacement engines must meet more stringent emissions standards.

Olde Port Tours, LLC applied, along with four other applicants, for federal funds under the NHDES program. Olde Port, LLC and two other applications were approved. The application scoring criteria and scores are presented in Attachment A. NHDES will provide a grant not to exceed \$45,992 to Olde Port Tours, LLC to help fund the replacement of two diesel marine engines in its tour boat, the *Heritage*. This grant covers 40 percent of the total replacement cost of \$114,980.

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.

Clark B. Freise  
Assistant Commissioner

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

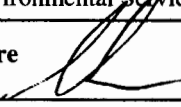
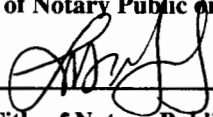

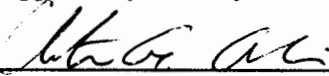
Subject: Olde Port Tours, LLC Engine Replacement Project

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> Olde Port Tours, LLC		<b>1.4 Grantee Address</b> 64 Ceres Street, Portsmouth, NH 03801	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> 9/30/2017	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$45,992
<b>1.9 Grant Officer for State Agency</b> Elizabeth Strachan, Transportation Analyst NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271- 8330	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Andrew Cole, Member/Manager	
<b>1.13 Acknowledgment:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>2/16/17</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 		<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>LISA GAINTY</b> NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXP AUG. 14, 2018</div>	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Lisa Gainty Notary Store Manager</u>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Clark Freise, Asst. Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>2/22/2017</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u>  </u> / <u>  </u> / <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 by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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 of 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 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 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**

Project Title: NH Clean Diesel Grant Program Agreement with  
Olde Port Tours, LLC– Marine Engine Replacement

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Olde Port Tours, LLC in Portsmouth, NH (Vendor Code # 277813) 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 Olde Port Tours, LLC (hereinafter referred to as Olde Port Tours), 64 Ceres Street, Portsmouth, NH 03801.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2017, with additional reporting requirements through January 2021.

NHDES and Olde Port Tours will undertake under this Agreement for the replacement of two marine engines.

For the purposes of this Agreement, NHDES and Olde Port Tours agree as follows:

1. NHDES shall assign the appropriate staff to coordinate this project with Olde Port Tours.
2. Olde Port Tours shall install two replacement engines in a 1963 custom built tour boat currently in use.
3. The replacement engines shall meet Environmental Protection Agency's Tier 3 emission standard for 2015 and newer model year marine compression-ignition engines.
4. The replacement engines' horsepower must be the same as, or no greater than 25 percent more than, that of the replaced engines, and boat must operate in the same manner as when operated by the replaced engines.
5. NHDES shall reimburse Olde Port Tours 40 percent of the eligible expenses, or \$45,992, whichever is less.
6. Eligible expenses under this grant include the cost of the replacement engines, and labor and any additional parts necessary to complete the installation of the engines.

7. Engineering, project management, personnel costs, or any equipment or parts not directly associated with the installation of the replacement engines are not eligible expenses.
8. Olde Port Tours shall provide NHDES the following information on the existing engines:
  - a. Annual operating hours
  - b. Annual fuel use
  - c. Engine Serial Number
  - d. Engine Model Year
  - e. Engine Manufacturer
9. Olde Port Tours must certify that the engines to be replaced had accumulated at least 1,000 or more operating hours over the most recent 12 months. This information must be submitted to and accepted by NHDES prior to any work proceeding on the engines replacement.
10. The replaced engines shall be scrapped within 90 days of the installation of the replacement engines.
11. Olde Port Tours shall use the replacement engines in normal service for a period of no less than five (5) years. In the event that Olde Port Tours sells or surpluses the boat and/or engines within five years of the effective date of this contract, the pro-rated depreciated incremental rebate provided by NHDES will be reimbursed to the State of New Hampshire as specified in the table below:

**Project: Olde Port Tours Engine Replacement**

	Percent Value Remaining	Total Program Cost	Value to be Returned to NHDES
Year 1 value	20.0	\$9,198.36	\$9,198.36
Year 2 value	16.0	\$7,358.69	\$7,358.69
Year 3 value	12.8	\$5,886.95	\$5,886.95
Year 4 value	10.2	\$4,691.16	\$4,691.16
Year 5 value	7.6	\$3,495.38	\$3,495.38

Note: Depreciation of the value of the grant calculated based on a total grant of \$45,992. Recipient is also subject to disposition requirements indicated in federal regulation OMB 2CFR 200.313.

12. Olde Port Tours shall:
  - a. Register the boat using the engines in accordance with New Hampshire law;
  - b. Maintain the new engines in accordance with manufacturer recommendations;
  - c. Not make modifications of the emission controls system on the engines; and
  - d. Make the boat available for follow-up inspection of the boat and engines and related documents (including maintenance records) for five years from the date of grant approval, if requested by NHDES.

13. Olde Port Tours shall scrap the engines being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines with a two week (minimum) advance notice of the event. The replaced engines may be permanently disabled by:

a. Drilling a minimum 3" diameter hole completely through the engine block

14. Olde Port Tours shall supply proof of scrappage for the engines prior to or with the request for payment. Scrappage documentation must include photographic images of the following:

- a. The destroyed engine block (before and after), and
- b. The engine tag (showing serial number, engine family number, and engine model year) for each engine.

Scrappage may be completed by Olde Port Tours or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

15. Olde Port Tours shall supply a letter on their letterhead confirming the scrappage requirements have been met. The letter must be signed by the authorized representative listed on the grant application forms. The letter must include:

- The date the engines were scrapped;
- The engines model year, engines family name and serial number; and
- The name and contact information for the entity that scrapped the engines, if other than the grantee.

16. Olde Port Tours shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of the each calendar quarter, following the Effective Date of the Agreement for a period of one year following engine replacement. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the replacement, including but not limited to:

- a. The amount of fuel used during the preceding quarter; and
- b. The number of operating hours the engines were used in the preceding quarter;

17. Olde Port Tours shall submit information to NHDES by January 15<sup>th</sup> of each year, beginning one year from the last quarterly report, for a period of three years including but not limited to:

- c. The amount of fuel used during the preceding year;
- d. The number of operating hours the boat was used in the preceding year; and
- e. The estimated amount of idling the engines experienced in the preceding year.

18. Olde Port Tours shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Olde Port Tours shall complete all activities, reports, and work products specified herein.

19. 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.

20. Should Olde Port Tours terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Olde Port Tours will reimburse the State of New Hampshire for any funds received.



**EXHIBIT B**  
**PAYMENT SCHEDULE**

1. Payments under this agreement are not to exceed \$45,992 or 40 percent of eligible project costs, whichever is less.
2. NHDES will reimburse Olde Port Tours for eligible expenses provided Olde Port Tours 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 Olde Port Tours letterhead with the engine model year, serial number, engine manufacturer, fuel type and cost of the replacement engines;
  - b. A copy of all vendor invoices;
  - c. A copy of cancelled checks or other documents verifying payment;
  - d. A copy of the boat registration;
  - e. Proof of scrappage as per Exhibit A; Sections 13 - 15; and,
  - f. Contact information for any questions related to reimbursement requests.
4. NHDES will process complete invoices within 30 days of receipt.
5. Any request for payment must be submitted by September 30, 2017. Requests submitted after this date will 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.

**EXHIBIT C**  
**SPECIAL REQUIREMENTS**

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.

CERTIFICATE OF AUTHORITY

I, Andrew J. Cole hereby certify that I am the sole member of  
Olde Port Tours, LLC and have  
been the sole member since 2002.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on  
this certification as evidence that I have full authority to bind the LLC.

Signed: \_\_\_\_\_

Date: 1/18/17

State of New Hampshire, County of Rockingham.

On this the 18<sup>th</sup> day of January 2017, before me Anthony Richard Conti, Esq.,  
the undersigned officer, personally appeared Andrew J. Cole, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he/she executed the same for the purposes therein  
contained. In witness whereof, I hereunto set my hand and official seal.

ANTHONY RICHARD CONTI  
Notary Public, New Hampshire  
My Commission Expires Feb 28, 2019

Anthony Richard Conti, Esq.

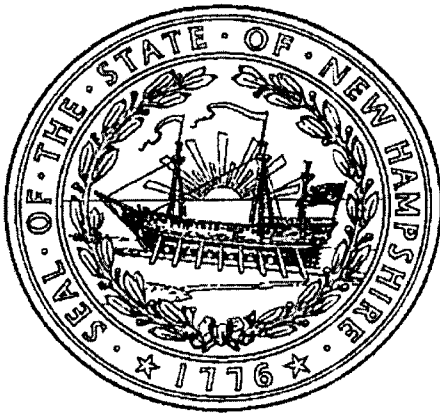
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OLDE PORT TOURS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 21, 2002. 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: 409984



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of January A.D. 2017.

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

William M. Gardner  
Secretary of State



## ATTACHMENT A

### 2016/2017 New Hampshire Clean Diesel Grant Program

#### Applications and Funding Amounts

<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Funding Amount</b>	<b>Score</b>
Olde Port Tours	Portsmouth	\$45,992	76
Town of Rollinsford	Rollinsford	\$109,336	78
Lady Tracey Ann	Seabrook	\$27,751	71
Taylor Phillips (not selected for funding)	Rye	\$28,000	63

<b>Criteria</b>	<b>Points</b>	<b>Olde Port</b>	<b>Rollinsford</b>	<b>Lady Tracey</b>	<b>Taylor Phillips</b>
New Hampshire based	15	15	15	15	15
% operate in NH	10	9	10	9	9
Number of vehicles/engines involved	5	3	2	3	3
Proximity to populated areas and sensitive receptors	20	14	18	10	10
Miles/Hours per year	10	7	6	4	5
Prior project experience or demonstrated ability to complete grant	5	5	5	5	4
Percent reduction in emissions	10	6	10	6	6
Total reduction in emissions	10	3	1	6	7
Cost Effectiveness	5	4	1	3	4
Other benefit*	10	10	10	10	0
	100	76	78	71	63

## ATTACHMENT A (CON'T)

\*Other benefits include: water quality (change from 2-stroke to 4-stroke engine) and education potential for Olde Port; safety, assisting community, tax benefit for the Town of Rollinsford; water quality (change from 2-stroke to 4-stroke engine) for the Lady Tracey

### Reviewer/Selector

Name	Agency/Organization	Title	Years of Experience
Elizabeth Strachan	NHDES Air Resources Division Technical Services Bureau Mobile Source Section	Transportation Analyst	<1
Timothy White	NHDES Air Resources Division Technical Services Bureau Mobile Sources Section	Supervisor of Mobile Sources Section	<1
Rebecca Ohler	NHDES Air Resources Division Technical Services Bureau Mobile Sources Section	Administrator of Technical Services Bureau	28