



New Hampshire Fish and Game Department

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Region 3

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Web site: <http://www.wildlife.state.nh.us>

Glenn Normandeau
Executive Director

July 8, 2015

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

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a sole source contract with Yankee Fishermen's Cooperative Association (Vendor Code 267028), Seabrook, NH 03874 in the amount of \$276,200 in order to provide shoreside infrastructure support for New Hampshire's commercial groundfish fleet from date of Governor and Council approval through June 30, 2020. 100% federal funds.

Funds to support this request are anticipated to be available in the following account in FY 2016 upon the availability and continued appropriation of funds in the future operating budget.

03 75 75 753020-22880000	Marine Resources Program	
		<u>FY 16</u>
020-07500-22880000-072-500572	Grants-Federal	\$276,200

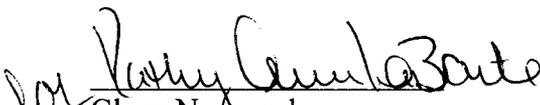
Explanation

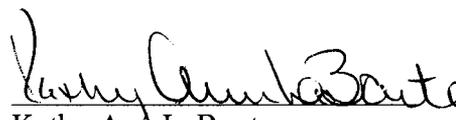
In September 2012, Acting Secretary of Commerce Rebecca Blank declared the Northeast multispecies groundfish fishery a commercial fishery failure under Section 312(a) of the Magnuson-Stevens Act as a result of 50-75% reductions in quotas of some groundfish species. In 2014, Congress appropriated \$75 million for federal fisheries disasters across the country and \$32.8 million of those funds were allocated to the Northeast multispecies groundfish fishery. NH Fish and Game Department received \$1,136,400 in the form of a State Specific Grant to distribute to NH's groundfish industry to help address both the immediate needs and the long term viability of its small boat groundfish fleet, for-hire fleet, and infrastructure.

NH Fish and Game's Marine Fisheries Division worked with NH's groundfish industry to develop a spend plan for these funds that included direct assistance to commercial, party and charter boat owners that rely on groundfish as well as funds for infrastructure that supports their businesses.

This contract will provide funds to Yankee Fishermen's Cooperative Association to help maintain their operation that provides support of NH's commercial groundfish harvesters. The funds will be used to replace an aging truck, fork lift and docks as well as provide for needed maintenance on their facility in Seabrook and a small amount of funds for general operational expenses.

Respectfully Submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

Subject:

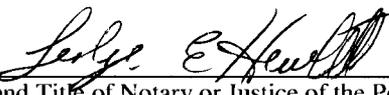
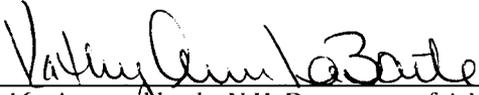
Shoreside Infrastructure support for NH commercial groundfishermen -YCEA

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 225 Main Street, Durham, NH 03824	
1.3 Contractor Name Yankee Fishermen's Cooperative Association ^{NP}		1.4 Contractor Address Ocean Blvd., Rte 1A, PO Box 2240, Seabrook, NH 03874	
1.5 Contractor Phone Number 603-474-9850	1.6 Account Number 20-07500-22880000-072	1.7 Completion Date June 30, 2020 ^{NP}	1.8 Price Limitation \$276,200
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2741	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Neal Pike, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/29/15</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]  ^{comp rep 10/18/18}			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lester E. Hewitt</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>SS CP</u> On: <u>7/8/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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

EXHIBIT A
PROJECT SCOPE OF WORK

Project Title: Shoreside Infrastructure support for
Yankee Fisherman's Cooperative Association

This Scope of Services describes activities that have been agreed to between the New Hampshire Fish and Game Department (NHFG) and Yankee Fisherman's Cooperative Association, Seabrook, NH (YFCA) to provide shoreside infrastructure support for New Hampshire's commercial groundfish fleet through use of funds made available by NOAA Fisheries through the State Specific Grant portion of the Greater Atlantic Fisheries Disaster funds program. Though this program, NHFG will provide YFCA with funds to purchase equipment and to replace doors and siding on the YFCA's building in Seabrook, NH.

The project activities will be carried out by Yankee Fisherman's Cooperative Association., 725 Ocean Blvd, Seabrook, NH 03874

This agreement will become effective upon approval by Governor and Council. The project completion date is June 30, 2020 ("Completion Date").

For the purposes of this Agreement, NHFG and YFCA agree as follows:

1. NHFG will extend a conditional grant to YFCA in the amount of \$276,200 as purchase money for YFCA to acquire the following equipment:
 - A. Truck - Peterbilt Model 337 truck with an 18 foot Morgan Bay refrigerated van body. Specifications are found in Appendix 1.
 - B. Forklift - Caterpillar GP20CN5 4,000 lb. capacity LP Pneumatic Tire Lift Truck (compact). Specifications are found in Appendix 1.
 - C. Docks - Heavy duty Sullfloat system docks -- one 8 ft. X 50 ft. section connected to 5 ft X 144 ft. section with 3 ft. X 3 ft. gusset at transition. Specifications are found in Appendix 1.
 - D. ice vats
 - E. fish totes
 - F. oil furnace, siding and new garage doors for installation at the YFCA facility at 725 Ocean Blvd., Seabrook, NH
2. YFCA may use any remaining funds for YFCA operational expenses, including loan payments, provided that YFCA provides records of such costs to NHFG within 30 days of incurring the expense, provided, however, that such operational costs shall not exceed \$55,000 in the aggregate.
3. YFCA agrees to purchase the items listed in #1 by June 30, 2016 and will provide NHFG copies of the invoices for these items within 30 days following each purchase. Each invoice must include a detailed description and quantity of the items purchased, including the vehicle identification numbers of any motorized vehicles purchased (items 1A and 1B).

MP
6/29/15

4. NHFG is granted a purchase money security interest or other lien on the items purchased under this agreement to secure YFCA's obligations hereunder, including, without limitation those specified in paragraphs 8, 12 and 13 below.
5. By July 1, 2016, YFCA will provide NHFG a complete accounting of all the expenditures made with the grant funds.
6. Any motor vehicles purchased with these grant funds will be registered in New Hampshire in the name of YFCA.
7. YFCA shall maintain the items purchased listed in 1A-C in accordance with manufacturer recommendations, and shall properly secure and insure them, naming NHFG as an additional insured through the Completion Date of this contract. YFCA shall submit to NHFG an insurance binder for the items purchased listed in 1A-C naming NHFG as an additional insured by January 31 of each year through the duration of this contract, for an amount corresponding to the depreciation schedule in paragraph 8.
8. YFCA agrees to use the items listed in 1A-C solely for their intended purpose for a period of no less than five years. In the event that YFCA ceases to exist and/or sells, trades, or surpluses the equipment before the Completion Date of this contract, the depreciated¹ total project cost will be reimbursed to the State of New Hampshire as specified in the table below:

<i>Project: Truck</i>	<i>Percent Value Remaining</i>	<i>Depreciated Total Project Value</i>	<i>Value to be Returned to NHFG</i>
<i>Year 1 Value</i>	40.0	\$42,404	\$42,404
<i>Year 2 Value</i>	24.0	\$25,443	\$25,443
<i>Year 3 Value</i>	14.4	\$15,266	\$15,266
<i>Year 4 Value</i>	8.6	\$9,159	\$9,159
<i>Year 5 Value</i>	5.2	\$5,496	\$5,496
<i>Value After Year 5</i>	0%	\$0	\$0

<i>Project: Forklift</i>	<i>Percent Value Remaining</i>	<i>Depreciated Total Project Value</i>	<i>Value to be Returned to NHFG</i>
<i>Year 1 Value</i>	40.0	\$14,072	\$14,072
<i>Year 2 Value</i>	24.0	\$8,443	\$8,443
<i>Year 3 Value</i>	14.4	\$5,066	\$5,066
<i>Year 4 Value</i>	8.6	\$3,039	\$3,039
<i>Year 5 Value</i>	4.4	\$1,559	\$1,559
<i>Value After Year 5</i>	0%	\$0	\$0

<i>Project: Docks</i>	<i>Percent Value Remaining</i>	<i>Depreciated Total Project Value</i>	<i>Value to be Returned to NHFG</i>
<i>Year 1 Value</i>	40.0	\$13,050	\$13,050
<i>Year 2 Value</i>	24.0	\$7,830	\$7,830
<i>Year 3 Value</i>	14.4	\$4,698	\$4,698
<i>Year 4 Value</i>	8.6	\$2,819	\$2,819
<i>Year 5 Value</i>	3.8	\$1,228	\$1,228
<i>Value After Year 5</i>	0%	\$0	\$0

¹ Depreciation of total project cost calculated with the double declining balance formula based on an estimated total project cost period of 5 years and scrap value of the truck, forklift and docks at the end of 5 years.

MP
6/29/01

9. YFCA shall not use grant funds for any costs not specified in Exhibit A, Scope of Work of this Agreement.
10. YFCA shall complete all activities, reports, and work products specified in Exhibit A, Scope of Work of this Agreement.
11. The Agreement may be amended only with the mutual written consent of both NHFG and YFCA.
12. Should YFCA terminate this Agreement prior to completion of all obligations specified in Exhibit A through the Completion Date, YFCA will repay the State of New Hampshire for any grant funds received.
13. NHFG may terminate this Agreement prior to the Completion Date for failure by YFCA to comply fully with the terms hereof. In such event, YFCA shall repay the State of New Hampshire for any grant funds received.

NP
6/28/15

EXHIBIT B
PAYMENT SCHEDULE

1. Payments under this agreement are not to exceed \$276,200.
2. NHFG will provide the State Specific Grant portion of the Greater Atlantic Fisheries Disaster funds program to YFCA, in the amount approved by the Governor and Executive Council, following approval of the agreement by the Governor and Executive Council.
3. At any time during the life of this agreement, NHFG may review all invoices for reconciliation between all project costs incurred by YFCA and all payments made to date.
4. All obligations of NHFG and the State of New Hampshire are contingent upon availability and continued appropriation of funds.

EXHIBIT C
SPECIAL PROVISIONS

NHFG is waiving the insurance request in contract requirement 14.1.

NP
6/29/15

APPENDIX 1



McDevitt Trucks, Inc. M700

c/o Bob Mahegan

Tewksbury, Massachusetts United States 01876
Phone: (978) 851-9902
Fax: (978) 858-3705
Email:

SEABROOK, New Hampshire United States 03874
Phone: (603) 474-9850
Fax:
Contact Email:
Prepared for: PETER KENDALL

Vehicle Summary

Model:	Model 337	Fr Axle Load (lbs):	10000
Type:	Full Truck	Rr Axle Load (lbs)	20000
Description:	Yankee Fisheries	G.C.W. (lbs):	26000
Intended Serv..	Application Refrigerated Freight	Road Conditions: Class A (Highway)	100
		Class C (Off-Hwy)	0
	Body	Class D (Off-Road)	0
Type:	Van	Maximum Grade:	6
Length (ft):	22	Wheelbase (in):	238
Height (ft):	13.5	Overhang (in):	99 70001
		Cab to Axle (in):	168.2
	Trailer	Cab to EOF (in):	267.9
No. of Trailer Axles:	0	Overall Comb. Length (in):	328
Type:			
Height (ft):	0.0	United States Registry	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
	Restrictions		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____



Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/26/2015 3:34:36 PM
Effective Date: Jan 1, 2015
Prepared by: ID: bobmahegan2

Complete

Model Number: Model 337
Quote/DTPO/CO: Q53470067
Version Number: 30 11

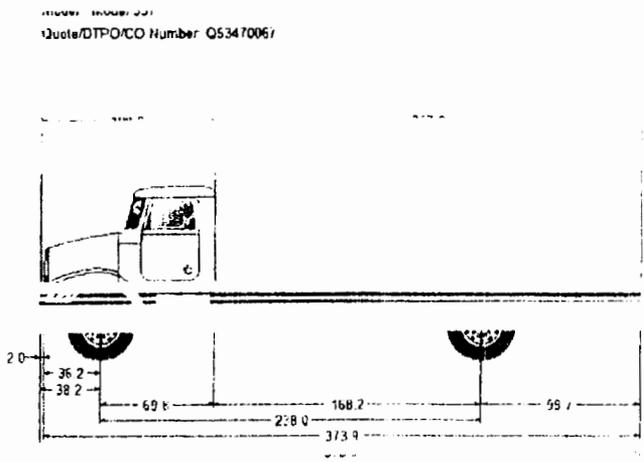


McDevitt Trucks, Inc. M700
 505 East St.

Tewksbury, Massachusetts United States 01876
 Phone: (978) 851-9902
 Fax: (978) 858-3705
 Email:

SEABROOK, New Hampshire United States 03874
 Phone: (603) 474-9850
 Fax:
 Contact Email:
 Preparation: PETER KENNEDY

Horizontal Dimensions



Unpublished options may require review/approval.
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Prepared by: ID: bobmahegan2 Version Number: 30.11



McDevitt Trucks, Inc. M700

c/o Bob Mahegan

Tewksbury, Massachusetts United States 01876
Phone: (978) 851-9902
Fax: (978) 858-3705
Email:

SEABROOK, New Hampshire United States 03874
Phone: (603) 474-9850
Fax:
Contact Email:
Prepared for: PETER KENDALL

Fuel Tanks

Eq1 C Len



Top View	Right Side Available Space	45.60 in.	Current Wheelbase Space	238
Side View	Left Side Available Space	144.00 in.	Required Wheelbase Space	172

Wheelbase	238
Wheelbase	227
Del Tank Rd	140

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/26/2015 3:34:58 PM **Complete** Model Number: Model 337
 Effective Date: Jan 1, 2015 Quote/DTPO/CO: Q53470067
 Manufacturer: Manufacturer



McDevitt Trucks, Inc. M700

c/o Bob Mahegan

Tewksbury, Massachusetts United States 01876
Phone: (978) 851-9902
Fax: (978) 858-3705

SEABROOK, New Hampshire United States 03874
Phone: (603) 474-9850
Fax:

Prepared for: PETER KENDALL

Data	Code	Description	Weight
Base Model			
0003371	O	Model 337	10,215
0007200	O	Other Community	0
0093160	O	Refrigerated Freight Truck or tractor used in over-the-road hauling of refrigerated freight. Pickup to delivery distance is typically over 100 miles and annual mileage is typically over 60,000 miles per year. Operation is typically on-highway.	0
0098170	O	United States Registry	0
Configuration			
0200700	O	Not Applicable	0
0210260	O	Class 6 Chassis Weight Rating 26,000 lb GVWR Hydraulic Brake Chassis requires 8,000/10,000 lb Front Axle and can not exceed 20,000 lb Rear Axle (Rear Axle will be derated to a maximum of 18,000 lb). Air Brake Chassis requires 10,000 lb Front Axle and can not exceed 21,000 lb Rear Axle. Contact your local state agency regarding	0
Frame & Equipment			
0515010	O	10-5/8in Steel Rails 326-384 in 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	532
0613090	O	Three-Piece Crossmembers	0
0644090	S	EOF Square without Xmbr For use with body builder installed crossmember	0
Front Axle & Equipment			
1011090	S	Dana Spicer E1002I 10,000 lb	0
1111180	S	Taper Leaf Springs, Shocks 10,000 lb	0

For use with 10,000 to 13,200 lb. axle ratings.

Unpublished options may require review/approval.

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Complete

Model Number:
Quote/DTPO/CO
Version Number:

Model 337
Q53470067
30.11



Item	Code	Description	Weight
2922780	O	Spin-On Fuel Filter Frame Mounted Heated In addition to the fuel filter supplied with the engine. Includes fuel water separator on Models 330, 337, and 348.	0
3114270	S	High Efficiency Cooling System Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 307/300/307: 1170 sq in, 309/300: 1001 sq in, 302/300: 1010 sq in, 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in.	0
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. DPF/SCR RH under cab. Includes cab entry RH under cab and full round stainless steel exhaust guard.	0
3381770	O	Curved Tip Standpipe(s)	0
3387910	O	45in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	5
Transmission & Equipment			
4051710	O	Allison 2500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Allison Shift Performance, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes dash mounted indicator light when the transmission fluid, filter or and/or requiring PTO operation)	-170
4210320	O	1710 HD Driveline, Two Midship Bearings	100
4250720	O	Allison FuelSense Not Desired	0
4256880	O	Allison 6-Speed Configuration	0
4256920	O	Dash Mounted Push Button Shifter	0
Air & Trailer Equipment			
4510750	S	Bendix AD-IS Air Dryer with Heater dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0
4520420	O	Berg Pull Cord Drain Valve(s) - All Air Tanks	0

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Data	Code	Description	Weight
1353500	S	PHP10 Aluminum LMS Hubs 11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.	0
1380240	O	Dana Spicer Wide Track IPO Std, Front Axle improved turning radius.	5
1380260	S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
Rear Axle & Equipment			
1513260	S	Dana Spicer P20060S 20,000 lb	0
1616220	S	PHP10 Aluminum LMS Hubs 350,000 miles for bearings & seals.	0
1631310	S	Parking Brakes (Axle Package)	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	15
1680500	S	SEMI-AUTOMATIC braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected or Not Available Single Brake Line (model 607)	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Inc automatic slack adjusters & outboard mounted brake drums.	0
1706170	O	Ratio 6.17 Rear Axle	0
1811200	O	Peterbilt Air Trac 20,000 lb Light Weight	24
1922260	O	Dash Mtd Dump Switch With Indicator Light For suspension	2
2073304	O	PACCAR PX-7 300@2600 GOV@2600 660@1600 (2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL]	540

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Prepared by:	ID: bobmahegan2		Version Number:	30 11



Data	Code	Description	Weight
		N21340 P005 120...Hard Maximum Speed Limit	
		N21350 P001 80...Maximum Accelerator Pedal Vehicle Speed	
		N21360 P110 0....Accelerator Lower Droop	
		N21370 P059 80...Maximum Cruise Speed	
		N21380 P111 0....Cruise Control Lower Droop	
		N21410 N202 0....Maximum Cycle Distance	
		N21420 N206 10...Maximum Active Distance	
		N21430 N201 0....Reserve Speed Limit Offset	
		N21440 P015 Yes..Engine Protection Shutdown	
		N21450 P026 No...Gear Down Protection	
		N21470 P062 No...Cruise Control Auto Resume	
		N21480 P068 No...Auto Engine Brake in Cruise	
		N21500 N209 0....Expiration Distance	
		N21510 P520 Yes..Enable Idle Shutdown Park Brake Set	
		N21520 P030 5....Timer Setting	
		N21540 P234 60...Timer For Impending Shutdown Warning	
		N21550 P516 35...Engine Load Threshold	
		N21570 P031 No...Idle Shutdown Manual Override	
		N21590 P230 Yes..Enable Hot Ambient Automatic Override	
		N21610 P172 40...Low Ambient Temperature Threshold	
		N21630 P171 80...High Ambient Temperature Threshold	
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091372	O	Eff EIST NA Expiration Miles	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2521090	O	Immersion Type Pre-Heater 110-120V Located Center Left Hand Under Cab. Phillips	2
2522050	S	PACCAR 12V Starter	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA Introduced stud type terminals. Standard copper battery cables and terminals ought (00) or larger to reduce resistance.	62
2621090	S	DM Advantage ON/OFF Fan Clutch	0
2723210	S	18.7 CFM Air Compressor Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2812210	O	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0

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Data	Code	Description	Weight
4543320	S	Steel Painted Air Tanks	0
		the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	
Tires & Wheels			
5006820	O	FF: YO 14Ply 11R22.5 RY023 Diameter = 41.4 inches; SLR = 19.3 inches	-2
5210620	S	FF: Accur Stl Armor 50408PK 22.5X8.25 PHP10-2 hand holes	0
5310620	S	RR: Accur Steel Armor 50408PK 22.5X8.25	0
Fuel Tanks			
5532190	O	23in Aluminum 100 Gallon Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel	-106
5603100	O	Location RH BOC 100 Gallon	0
5652880	O	DEF Tank Mounted RH BOC	0
		right-hand (passenger) side of the vehicle. Note, some retail fuel distributors have chosen to standardize on DEF dispenser panels oriented to the left-hand (driver) side of the vehicle. Please verify your selection for DEF tank mounting.	
5652990	O	Standard DEF To Fuel Ratio 2:1 Or Greater	0
Battery Box & Bumper			
6010030	O	Aluminum Battery Box LH Under Cab, Non-Slip Step Includes diamond pattern block shaped cover in traditional/vocational	-55
6034620	O	Rubber Battery Pad In Bottom Of (1) Battery Box (Mat in box that holds batteries only)	2
6034620	O	Heavy Duty Battery Box Step Reinforcement For use with one battery box only - specify which battery box with	2

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Data	Code	Description	Weight
6040550	S	Aftertreatment RH U/C Alum Non-Slip Cab Entry	0
6541200	O	Steel Styled Aero Bumper Chrome Two Tow Pins	0
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6930500	O	Drivers Armrest - RH Only Required in Model 587 with Evolution LX seats. Optional with Evolution ST and Rolltek Seats.	2
6939470	S	High Back Driver	0
6939470	S	Vinyl Driver	0
6939570	S	Vinyl Passenger	0
7000015	S	Adjustable Steering Column - Tilt Only Steering wheel with Retrolux Edge	0
7036120	S	Interior Grey/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0
7210540	S	Day Cab Rear Window	0

Effective Date: 01/01/2015 09:00 AM **Complete** Model Number: Model 337
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Data	Code	Description	Weight
7322010	S	Combo Fresh Air Heater/Air Conditioner Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7410040	O	Outside Sunvisor - Stainless Steel	4
7511010	O	Stainless Steel Mirrors 7x16 with Heat Element Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	2
7564110	O	Power Package Includes power door locks and power windows. Mounted under cab.	0
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7725745	O	ConcertClass w/CD, Bluetooth Phone/Audio/Sat	10
7749500	O	Sirius Satellite Radio Service Provider Option designates Sirius Satellite Radio - subscription required (888-539-7474).	0
7850210	O	Plug-In Auto Reset Circuit Breaker	0
7850710	O	Center Console w/ Storage, Cup Holder and 2-12V power outlets. Also includes clipboard under the lid, hanging file folder capability, pen/pencil tray and additional storage in the bottom of the console, accessible in the front.	0
7851480	S	Peterbilt Electric Windshield Wipers with intermittent feature.	0
7900090	O	Triangle Reflector Kit Shipped Loose	13
7900270	O	5 lb 3A:40bc Fire Extinguisher Cab Mounted	8
		AIR RESTRICTION INDICATOR Mounted on air cleaner or intake piping.	0
8071870	S	Main Instrumentation Panel w/Graphics Display Includes speedometer with tripodometer, tachometer with hourmeter and gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED Passive headlights and marker lights, day mode flush headlights only, intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0

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 Prepared by: ID: bobmahegan2 Version Number: 30.11



Data	Code	Description	Weight
8111110	S	Headlights Composite Fender Mounted	0
8120980	S	(5) Marker Lights, Aero LED Light Emitting Diodes	0
Paint			
		Base Coat/Clear Coat	
		N85020 A - P3230EB VIPER BLUE EF	
		N85400 HOOD TOP P3230EB VIPER BLUE EF	
		N85500 CAB ROOF P3230EB VIPER BLUE EF	
		N85200 FRAME N0001EA BLACK	
		N85300 FENDER P3230EB VIPER BLUE EF	
8531320	O	Axalta Two Stage Effect - Metallic/Pearl Cab/Hood & Sleeper Only	0
9408905	O	Medium Duty Emissions Surcharge	0
Miscellaneous			
9409960	O	Presentation Created Using Featured Spec	0
Total Weight			10262

Prices and Specifications Subject to Change Without Notice.

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Prepared by:	ID: bobmahegan2		Version Number:	30.11

DN-0242478-3

Created: 3/26/2015

Revised: 3/26/2015

Configuration: GVSR09118102FS
Reference:

Sales Representative:

Customer
MCDEVITT TRUCKS

Contacts
BOB MAHEGAN

Ship To
MIDDLESEX TRUCK & COACH

TEWKSBURY, MA 01876

f. 978-858-3705

BOSTON, MA 02119

Customer Number: 5755
Terms: UPON DELIVERY

Ship to:
p.

Shipping Method: Delivery/Driveaway

GVSR09118102 MORGAN REFRIGERATED VAN BODY 18 FT NOMINAL PA - Morgantown

Body Dimensional Information

Chassis Information

Inside Height	86	Make	PETERBILT	Year	2015
Inside Length	211.00	Model	330/337/348	WB	238
Rear Door Opening (W x H)	88W X 76.38H	Color	WHITE	FOB	164
		Rear Axle	Single (1)	Vert Exh	No

Note: Body dimensional information above for reference only. These dimensions may change based on any special pricing items included in this quotation.

Specifications

*** Special Pricing items included shown in *italics below* ***

[DN-0242478-3]

SUBFRAME	3" I BEAM CROSSMEMBERS 12" CENTERS WITH 4" JUNIOR LONGRAIL MYLAR TAPE IS APPLIED BETWEEN ALL STEEL SUBFRAME COMPONENTS AND EXTRUDED ALUMINUM LOWER BOTTOM RAILS TO PREVENT CORROSION EXTRA CROSSMEMBERS LOCATE (4) EXTRA CROSSMEMBERS AT REAR ON 6 IN. CENTERS	1 1 4 1
MOUNTING	FULL MOUNT-U BOLT MUDFLAPS-MORGAN 24" X 36" BLACK	1 1
FLOOR	ALUMINUM-EXTRUDED HAT-ANTI-SKID	1
REAR DOOR	WHITING TEMP GUARD 88"WIDE X 76 3/8" HIGH OPENING	1
REAR FRAME	HEADER SUB-COMPONENT FOR REEFER WITH OVERHEAD DOOR STAINLESS STEEL 12 25 HIGH FOAM DAMS FOR OVERHEAD DOOR REAR	1 1 1
SKINS-SIDES	.040 ALUMINUM PREPAINTED WHITE	1

DN-0242478-3

Created: 3/26/2015

Revised: 3/26/2015

GRAB HANDLE MOUNTED ON CURBSIDE AND ROADSIDE REAR 1
 CONSPICUITY TAPE INSTALLATION 1
 BOTH SIDES OF BODY, ACROSS REAR END PLATE, UNDERRIDE PROTECTOR, AND TWO INVERTED L'S ON THE 1
 UPPER OUTBOARD CORNERS.

Special Engineering SPR115905 24" DOCK EXTENSION WITH 2 STEP FIXED REAR AND BS-55 SIDE STEPS 1
Item

NOTES TO CUSTOMER: 1. PRICE BASED ON ROUND TRIP FREIGHT TO MORGAN CORP
 2. CHASSIS INFO TO BE VERIFIED - VIN # REQUIRED AT TIME OF ORDER

without notice, and may vary depending on options selected. Please contact Morgan for measurements for your particular truck body and chassis specifications.

NOTICE: Morgan Corporation manufactures all vehicles to conform to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of manufacture. Buyer/end-user is responsible for ensuring this vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories.

Morgan will give Customer a notice of release ("Release Notice") of their completed truck body units ("Vehicles") and Customer will remove, or authorize Morgan to remove, the Vehicles from Morgan's lot within five (5) days of the date thereof. After which time, and pursuant to Morgan's Standard Sales Agreement, Morgan shall not be responsible for any loss or damage thereto, for any reason, including, but not limited to, such loss or damage caused by fire, flood, storm, act of God, vandalism, accident, explosion, war, strike, civil or military authority, or any other similar causes

Notice that the Vehicles remain on Morgan's lot. Customer also agrees to pay Morgan for all costs incurred, after fourteen (14) days of the date of the Release Notice, to maintain the Vehicles in satisfactory (road-worthy) working order.

Morgan shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, commercial (economic) loss, or other direct, indirect, incidental, consequential, or special damages alleged to have been caused by any Morgan product, or any delay in delivery of such product.

accepted within 30 days. Morgan and MIDDLESEX TRUCK & COACH's Standard Sales Agreement Terms and Conditions apply to this quotation. Copies available upon request. Any additional or different terms proposed by Buyer are objected to and hereby rejected.

Estimated Tax: \$0.00

Sell Price Each: \$16,925.00

Acceptance of Proposal - The pricing, specifications, and conditions of this quotation document are as made as outlined above.

Pricing may or may not include an estimation of applicable sales tax.

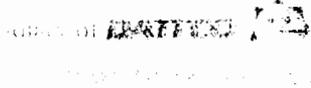
Total Quote Price: \$16,925.00

Customer Signature	Date of Acceptance:	Customer PO Number:
--------------------	---------------------	---------------------

#	PO #	Chassis VIN	Customer Unit #	Chassis Factory #
1				

* PO #, Chassis VIN #, and Chassis Expected Date are required when placing order with Morgan Corporation. Please provide if not listed above.

THERMO KING NORTHEAST



548 Spring Street
Windsor Locks, CT 06096
(860) 627-9015

1079 North Montello Street
Brockton, MA 02301
(508) 521-6032

McDevitt Peterbuilt
939 East St.
Tewksbury, Ma 01876
Tel: 978-994-5420
Attn: Bob 978-994-5420
bmahegan@mctrucks.com

Unit Quotation

This quotation is only for the Model: 2015 T-580R 50

End user: FRESH FISH

The total unit price includes the following

<u>Item</u>	<u>Price Each</u>
Standard Features...	
ETV (electronic throttling valve)	Included
Quick Temp Technology	Included
Double Digit Maintenance Savings/EMI	Included
Reciprocating Compressor	Included
EPA Tier 4 Compliance	Included
Smart Power Electric Standby 230/3/60 with plug	Included
Freight	Included
Dealer Options...	
Unit Installation @ TK Northeast	Included

Additional Options:

Top engine cover and screen with snow cover \$ 205.00

Currency: All prices are quoted in US Dollars

This quotation is in effect until June 30, 2015

Quote must be signed to place order

Terms: Payment due upon pick up

Quoted by:

Doug Kenyon
413-575-6757

Accepted by:

McDevitt Peterbuilt



McDevitt Trucks, Inc. M700

c/o Bob Mahegan

Tewksbury, Massachusetts United States 01876
Phone: (978) 851-9902
Fax: (978) 858-3705
Email:

SEABROOK, New Hampshire United States 03874
Phone: (603) 474-9850
Fax:
Contact Email:
Prepared for: PETER KENDALL

Customer Quote

Quantity Ordered: 1
Truck Price:
Dealer Options:
Equipment List Price:
Surcharges Not Subject to Discount:
Factory Freight Cost:
Total Equipment Price:

Miscellaneous

FET Tire Credit:	\$0	
Net Chassis FET:		\$0
State Tax:		\$0
Other:		\$0

Quotation Total: \$106,011

Total includes Middlesex Quote for 18' body #DN-0242478-3 and Thermoking unit T-580R 50 with Snow Cover

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Prepared by:	ID: bobmahegan2		Version Number:	30.11

QUOTATION



181 Lafayette Road
North Hampton, NH. 03862

PREPARED FOR

Customer: Yankee Fisherman Cooperative
Address: PO Box 2240
Seabrook, NH 03874
Attn: Mr. Peter Kendall

REFERENCE

Effective From: Tuesday, February 24, 2015
Effective To: Thursday, March 26, 2015
Quote #: 180545 Rev#1
Account Manager: Doug Barry
Direct Phone: 802-279-3002
E-mail: dbarry@tne-lift.com

TNE Equipment Key Advantages

Best In Class Equipment with Services You Can Count On



GP20CN5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)

HIGHLIGHTS

Uncompromising Performance

Engine

- K25 2.5L 4 Cylinder Gas & LPG Engine
- EPA Emission Compliant Fuel System
- LPG System & Horizontal Tank Bracket (LPG)
- Does not include LPG Tank

U.L. Approved Model

- Single Speed Powershift Automatic Transmission
- Transmission Oil Cooler
- Transmission Pressure Ports (Main, Torque Converter & Clutch)

Transmission Return To Neutral for Start

Designed for Maximum Runtime

Engine Protection System:

- Engine Coolant Temperature Cutback
- Transmission Oil Temperature Cutback
- Engine oil Pressure Cutback
- Brake Fluid Level Monitoring
- Periodic Maintenance Alerts

Isolated (Rubber mounted) Key Components:

- Hydraulic Control Valves
- Transmission
- Engine
- Radiator
- Exhaust System

- Secondary Lift Cylinders on Mast

Hydrostatic Power Steering

- Separate Brake and Inching Pedals
- Dual Fuel Injected Throttle Body (LPG)
- Multi Port Fuel Injection (Gas)
- Cyclone Air Filter





GP20CN5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)

- High Position Air Intake
- Aluminum Core Corrugated Fin Radiator
- Maintenance Free Battery
- Anti Restart Ignition Key Switch
- Fully Insulated Steel Engine Hood
- 500 Hour Service Intervals
- Quick and Convenient Daily Service Checks
- Standard Warranty (for MCFA sales territories only)
 - 1 year / 2,000 hour standard warranty
 - 2 year / 4,000 hour powertrain warranty
- Separate extended warranty for emissions components (US only)
- Parts fast or parts free guarantee (US & Canada only)

Superior Operator Comfort

- Tilt Steering Column With Mechanical Quick Return
- Elongated Grab Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control

Increased Operator Awareness

- High Visibility Mast
- Premium LCD/LED Display
 - Travel Direction Indicator
 - Combination Parking Brake and Fluid Level Warning
 - Transmission Oil Warning
 - Engine Oil Pressure Warning
 - Seat Belt Reminder
 - Diagnostic Warning
 - Alternator (Battery Charging Status) Warning
 - Low LPG Fuel Indicator (LPG Only)
 - Fuel Gauge (Gas)
 - Transmission Interlock Indicator
 - Mast Interlock Indicator
 - Engine Coolant Temperature Gauge
 - Combination Hour Meter & On Board Diagnostic Display
 - Service Indicator Light
 - Speedometer and Clock Display
 - Operator Passcode Functionality (Optional Activation)

Added Operator Protection

- Presence Detection System (PDS)
 - Transmission Interlock Indicator
 - Mast & Auxiliary Hydraulic Lockout
 - Parking Brake Warning
 - Seat Belt Reminder Warning
- Dual Action Parking Brake Handle



GP20CN5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)

KEY FEATURES & BENEFITS

ENHANCED PERFORMANCE	K21 and K25 purePOWER engines provide reliable performance in even the toughest conditions. They are engineered to produce minimal vibration, noise and emissions. The engine protection system (EPS) also monitors the entire system to ensure maximum production.
OPERATOR COMFORT	The operator compartment is designed with the comfort of the operator in mind. From the standard full suspension seat to the numerous features built in for noise and vibration reduction, the lift truck is made to allow the operator to perform at high levels for the entire shift without unnecessary fatigue or discomfort.
PRESENCE DETECTION SYSTEM	The PDS system standard on all Cat lift trucks ensures that the operator is operating the truck how it is supposed to be. Full transmission and hydraulic function lockout, accompanied by audible alarms, make sure that potential risks in operating the lift trucks are kept to a minimum.
STANDARD FEATURES TO PROTECT YOUR INVESTMENT	The truck comes equipped with premium standard features such as fuel saver mode, ground speed control, LED worklights and an underbelly screen to protect from debris underneath the truck.
PREMIUM LED/LCD DISPLAY	The standard premium display allows the operator to keep all of the systems of the forklift in check. If there should be an error, the operator is notified through one of the many icons that monitor truck performance. This helps prevent more damage to the truck and allows for quick rectification, preventing excessive downtime.

STANDARD CONFIGURATION

CHASSIS	1	4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)
RATINGS & STANDARDS	1	UL Approved
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
CARRIAGE	1	36" Wide ITA Class II Hook Type Carriage
LOAD BACKREST	1	48" High Load Backrest Extension
HYDRAULIC ACTIVATION	1	3-Section Valve with Cowl Mounted Levers
TILT CYLINDERS	1	6°F/6°B Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive & Steer Tires
SEAT	1	Full -Suspension Vinyl Seat
PRODUCTIVITY OPTIONS	1	Ground Speed Control
SPECIAL APPLICATIONS OPTIONS	1	Fuel Saver Mode
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	2 Forward LED Working Lights With Guards Mounted to Overhead Guard
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray with Clipboard Holder
LANGUAGE MARKINGS	1	English Language Markings North/South America
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
HYDRAULIC STEEL SUPPLY LINES	1	Single Function Steel Supply Lines
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
PRODUCTIVITY OPTIONS	1	Steering Wheel Knob
ROTATOR ATTACHMENT	1	Roatator attachment
FORK SCALE	1	I-Forks

WARRANTY

GP20CN5: Standard Warranty - 12 Months, 2000 Hours Full Coverage: 24 Months, 4000 Hours Powertrain

SPECIFIED EQUIPMENT INVESTMENT

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>ACCEPTED</u>
1	CAT GP20CN5: 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)	\$35,179.00	\$35,179.00	
SPECIFIED INVESTMENT TOTAL: 1 UNITS			\$35,179.00	

Approved Trade in For Yale:

\$775.00

Net Price Delivered:

\$34,404.00

60 Month \$1.00 Buyout Lease:

\$477.87*

***Payment does not include tax. Subject to credit approval. Based on no money down. Documentations fees of \$100.00.**

SUGGESTED UPGRADES

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>ACCEPTED</u>
1	Amber Strobe Light - Mounted Below OHG	\$195.91	\$195.91	
1	Thermoformed Overhead Guard Cover	\$154.90	\$154.90	
1	Dual Panoramic Rear View Mirror Kit	\$168.57	\$168.57	

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to terms as set forth in "Terms For Acceptance of Proposal and Attachments"

Yankee Fisherman Cooperative

TNE Equipment

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Doug Barry

Printed name

Title/Position

Salesman

Title/Position

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.



April 17, 2015

Yankee Fisherman's Cooperative
Rt 14
Seabrook, NH

PROPOSAL

System Type: Heavy duty Sullfloat system- 19" +/- 1" deadload freeboard

<u>Dock sizes:</u>	(1) 8' x 50' section to connect to 5' x 144' with 3' x 3' gusset at transition	
	Sub-total, delivered, (2 trucks) off-load and install by others	\$30,030.00
<u>Misc.:</u>	-(28) Plastic rub block and 3/8" HEPC chain with PVC type pile guides \$62.00 each	\$ 1,736.00
	-193' + 2" x 4" side ride with vinyl fender & (1) corner bumper	\$ 886.00
	Total	<u>\$32,652.00</u>

Note: All above pricing does not include any applicable state or local tax.

PRICE INCLUDES:

- Freight to site, purchaser provides off-loading
- All docks delivered complete and ready for installation
- Hinged or monolithic connections
- 12" Galvanized mooring cleats and attachment hardware () per boat
- High impact resistant polyethylene floats with foam core
- Grade # 1, 2" x 6" deck, treated to AWPA use category 4B, CA (copper Azole) or equivalent
- .60 CCA pressure treatment in wood framing
- Stainless steel deck screws, #10 x 3"
- Mechanically laminated triple thick beams
- Anti-torsion truss system throughout

P.O. Box 639 • 3 Chancellor Lane • Warwick, NY 10990
845-986-7377 • F 845-986-8531 • meecosullivan.com

Math 508-665-9100

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 YANKEE FISHERMEN'S COOPERATIVE ASSOCIATION is a New Hampshire Consumer Cooperative Association formed under RSA 301-A on December 19, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of June, A.D. 2015

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

William M. Gardner
Secretary of State

Yankee Fishermen's Co-op

P.O. Box 2240

Seabrook, N.H. 03874

Phone: 603-474-9850

Fax: 603-474-9584

Fed Permit # 01478

I, John Makowsky, Secretary of Yankee Fishermen's Cooperative Association, do by certify that:

1: I am the duly elected Secretary of Yankee Fishermen's Cooperative Association.

2: The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Yankee Fishermen's Cooperative Association duly held on 6/11/2015.

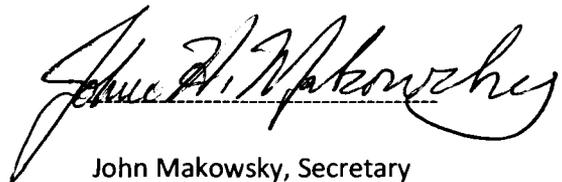
Resolved that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

Resolved that the President and Vice President are hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

3: The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 6/11/2015.

4: Neal Pike is duly the appointed President and James Willwerth is the duly appointed Vice President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Yankee Fishermen's Cooperative Association, this day of 6/30/2015.



John Makowsky, Secretary

State of New Hampshire, County of Rockingham.

On this day the 6/30/2015, before me John Makowsky the undersigned officer, personally appeared, _____, known to me (or satisfactory 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.



Leslye E. Heath COM. ST. 10/16/15