



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

February 11, 2019

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

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

Funding is available in the account as follows:

03-44-44-443010-2278-072-500572
Dept. of Environmental Services, DERA Funds, Grants Federal

FY 2019
\$590,657

EXPLANATION

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

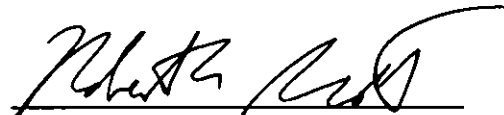
A request for proposal (RFP) was conducted from October through December 2018. Twelve entities applied for funding for nineteen projects. Six proposals and thirteen individual projects were approved for funding (see Attachment A for the scoring results). New Hampshire Northcoast Corp. requested partial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

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

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

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

We respectfully request your approval.

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

Robert R. Scott
Commissioner

Subject: New Hampshire Northcoast Corporation Locomotive Engine Rebuild Project JAN 16 2019 *SM*

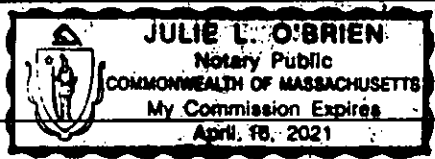
GRANT AGREEMENT

AIR RESOURCES DIVISION

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: New Hampshire Northcoast Corp.		1.4 Grantee Address 368 Route 16, P.O. Box 429, Ossipee, NH 03864	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2019	1.7 Audit Date N/A	1.8 Grant Limitation \$69,282
1.9 Grant Officer for State Agency Jessica Wilcox, Grant Manager NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 6751	
1.11 Grantee Signature <i>Jeanne-Marie Boylan</i>		1.12 Name & Title of Grantee Signor Jeanne-Marie Boylan, Treasurer	
1.13 Acknowledgment: State of <u>Massachusetts</u> , County of <u>Suffolk</u> On <u>01/14/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Julie L. O'Brien</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Julie L. O'Brien, Exec. Asst.</u>			
1.14 State Agency Signature(s) <i>Robert R. Scott</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>2/14/19</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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

Grant Number: 00A00032-2018-001
Project Title: NH Clean Diesel Program Agreement with
New Hampshire Northcoast Corp. – Locomotive Engine Rebuild and Idle Reduction
Technology Installation
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00032
(Awarded August 28, 2017 and August 27, 2018)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and New Hampshire Northcoast Corporation (Vendor Code #156085-B001) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out by the New Hampshire Northcoast Corp. (hereinafter referred to as Northcoast), 368 Route 16, P.O. Box 429, Ossipee, NH 03864.

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

Under this agreement Northcoast will undertake the rebuilding of the existing unregulated locomotive engine to an EPA Tier 0+ standard and installation of anti-idling technology.

For the purposes of this Agreement, NHDES and Northcoast agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with Northcoast.
2. Northcoast shall rebuild the locomotive engine from the 6P38-2 locomotive identified as NHN#3825 to Tier 0+ standards and install an AESS System NLimit anti-idling technology.
3. The engine shall be rebuilt to meet EPA engine emissions certification level Tier 0+.
4. The rebuilt engine will be placed in the same locomotive and operate in a similar manner to the current locomotive operation.
5. NHDES shall reimburse Northcoast 40 percent of the eligible expenses, or \$69,282, whichever is less.
6. Eligible expenses under this grant include labor and materials for rebuilding the engine and the engine transport costs.

7. Other expenses including, but not limited to “optional” components or “add-ons” to the vehicle, vehicle registration, scrappage of replaced vehicle, engineering, project management, and personnel costs are not eligible expenses.
8. Northcoast shall provide NHDES with the following information on the engine to be rebuilt prior to any work being completed:
 - a. Annual hours operated
 - b. Annual fuel use and fuel type
 - c. Annual idling hours
 - d. Engine Model Year
 - e. Engine Manufacturer
 - f. Engine Serial Number
 - g. Description of routes or typical use
9. Northcoast shall use the rebuilt engine in normal service for a period of no less than five (5) years. In the event that Northcoast sells or surpluses the rebuilt engine within five years of the effective date of this contract Northcoast shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the State of New Hampshire in accordance with the depreciation table below.

Project: Northcoast Truck Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	\$69,282.00	\$13,856.40
Year 2 value	16	\$69,282.00	\$11,085.12
Year 3 value	12.8	\$69,282.00	\$8,868.10
Year 4 value	10.2	\$69,282.00	\$7,066.76
Year 5 value	7.6	\$69,282.00	\$5,265.43

Note: Depreciation of grant is calculated based on a grant of \$69,282.00.

10. Northcoast shall:
 - a. Register the rebuilt engine in accordance with New Hampshire law or industry best practices;
 - b. Maintain the rebuilt engine in accordance with manufacturer recommendations;
 - c. Not make modifications of any emission controls on the rebuilt engine; and,
 - d. Make the engine and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.
11. Northcoast shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of the each calendar quarter, beginning the Effective Date of the Agreement for a period of two year following rebuilt engine being put back into service. Quarterly Project Status Reports shall include sufficient information for

Grantee initials DMB
Date 1/19/19

NHDES to estimate the emissions reductions attributable to the engine rebuild, including:

- a. The amount of fuel used during the preceding quarter;
 - b. The number of hours the engine was used in the preceding quarter;
 - c. The estimated amount of idling experienced in the preceding quarter; and
 - d. The estimated amount of idle reduction gained from the anti-idling technology.
12. Northcoast shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to:
- a. The amount of fuel used during the preceding year;
 - b. The number of hours the engine was used in the preceding year; and
 - c. The estimated amount of idling hours the engine experienced in the preceding year.
13. Northcoast shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Northcoast shall complete all activities, reports, and work products specified herein.
14. 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.
15. Should Northcoast terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Northcoast will reimburse the State of New Hampshire for any funds received.

**EXHIBIT B
PAYMENT SCHEDULE**

- 1) Payments under this agreement are not to exceed \$69,282 or 40 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Northcoast for eligible expenses provided Northcoast 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 Northcoast letterhead with the following information for the rebuilt engine:
 - i) Locomotive identification;
 - ii) Engine and locomotive model year;
 - iii) Engine and locomotive manufacturer;
 - iv) Engine serial number;
 - v) Fuel type; and
 - vi) Cost of the rebuild
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) A letter stating when the new engine was put into service;
 - e) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) Invoices must be submitted by September 15, 2019. Requests submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

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

Certificate of Authority

I, Dean M. Boylan, Jr., President of New Hampshire Northcoast Corp., a New Hampshire corporation, do hereby certify that Jeanne-Marie Boylan is authorized to execute any and all documents that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the President of New Hampshire Northcoast Corp., this 19th day of December 2018.

Dean M. Boylan Jr.

Dean M. Boylan, Jr.
President, Duly Authorized

Notarization

*Commonwealth of Massachusetts
County of Suffolk*

On December 19, 2018, before me, Julie O'Brien, the undersigned officer, Dean M. Boylan, Jr., personally appeared and acknowledged himself to be the President of New Hampshire Northcoast Corp. and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

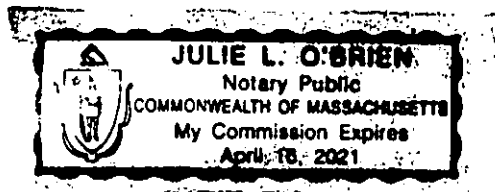
In witness hereof, I hereunto set my hand and official seal.

Julie O'Brien

Notary Public

(affix seal)

Commission Expires: April 16, 2021



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 NEW HAMPSHIRE NORTHCOAST CORP. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 12, 1986. 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: 92653

Certificate Number : 0004216847



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of November A.D. 2018.

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

William M. Gardner
Secretary of State

Client#: 81310

NEWHAMPS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2018

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

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

PRODUCER: Frenkel & Company, 260 Franklin Street, Suite 1510, Boston, MA 02110. CONTACT NAME, PHONE (A/C, No, Ext): 617.742.2444, FAX (A/C, No):, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Steadfast Insurance Company, NAIC #: 26387. INSURED: New Hampshire Northcoast Corp., PO Box 429, Ossipee, NH 03864. INSURER B:, INSURER C:, INSURER D:, INSURER E:, INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR HWQ, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Railroad Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.

CERTIFICATE HOLDER: NHDES, 29 Hazen Dr., PO Box 95, Concord, NH 03302. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]


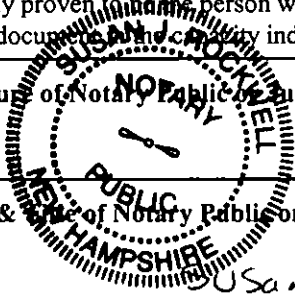
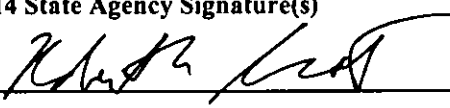
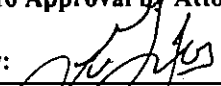
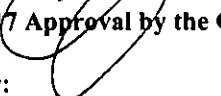
Subject: Jalbert Leasing, Inc. d/b/a C & J Bus Lines Coach Bus Replacement Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Jalbert Leasing, Inc.		1.4 Grantee Address 185 Grafton Drive, Portsmouth, NH 03801	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2019	1.7 Audit Date N/A	1.8 Grant Limitation \$393,750
1.9 Grant Officer for State Agency Jessica Wilcox, Grant Manager NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 6751	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Jamie Lesniak, Vice President	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>1/21/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)  <u>Susan Rockwell</u>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Susan Rockwell, Notary Public</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: / /			
1.17 Approval by the Governor and Council By:  On: / /			

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

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

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

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee 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

Grant Number: 00A00032-2018-002
Project Title: NH Clean Diesel Program Agreement with
Jalbert Leasing, Inc. – Coach Bus Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00032
(Awarded August 28, 2017 and August 27, 2018)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Jalbert Leasing, Inc. in Portsmouth, NH (Vendor Code #156196-B001) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out by the Jalbert Leasing, Inc. (hereinafter referred to as Jalbert), 185 Grafton Drive, Portsmouth, NH 03801.

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

NHDES and Jalbert will undertake under this Agreement the replacement of three coach buses.

For the purposes of this Agreement, NHDES and Jalbert agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with Jalbert.
2. Jalbert shall purchase three coach buses as a replacement for three model year (MY) 2007 MCI D4500 coach buses identified on the application as Bus 2602, Bus 2603, and Bus 2701.
3. The replacement buses will be powered by a MY 2018 or newer EPA certified heavy-duty diesel engine.
4. The replacement buses must be of the same vehicle class as the original buses, operate in the same manner over similar routes as the replaced buses, and not be scheduled for replacement prior to December 2021.
5. NHDES shall reimburse Jalbert 25 percent of the eligible expenses, or \$393,750, whichever is less.
6. Eligible expenses under this grant include the cost of the coach buses only.

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

Project: Jalbert Bus Replacement Grant

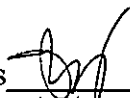
	Percent Value Remaining	Total Grant per Bus	Value to be Returned to NHDES
Year 1 value	20	\$131,250.00	\$26,250.00
Year 2 value	16	\$131,250.00	\$21,000.00
Year 3 value	12.8	\$131,250.00	\$16,800.00
Year 4 value	10.2	\$131,250.00	\$13,387.50
Year 5 value	7.6	\$131,250.00	\$9,975.00

Note: Depreciation of grant is calculated based on a grant of \$131,250.00 for each bus.

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

Grantee initials

Date


1/2/2019

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

Scrapage may be completed by Jalbert or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

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

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

**EXHIBIT B
PAYMENT SCHEDULE**


- 1) Payments under this agreement are not to exceed \$393,750 or 25 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Jalbert for eligible expenses provided Jalbert 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 Jalbert letterhead with the following information for each replacement vehicle:
 - i) Vehicle Identification Number (VIN);
 - ii) Engine and vehicle model year;
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Vehicle's class;
 - vi) Fuel type; and
 - vii) Cost of vehicle replacement.
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) A copy of the new bus registrations;
 - e) Proof of scrappage as per Exhibit A; Sections 13-14; and
 - f) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) Invoices must be submitted by September 15, 2019. Requests submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

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

Grantee initials

Date


12/20/19

Certificate of Authority

I, James M. Talbert President of Talbert Leasing, Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Jamie Lesniak is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the President
Office/Position of Certifying Officer
of Talbert Leasing, Inc., this 13 day of December, 2018
Name of Company


Signature of Certifying Officer

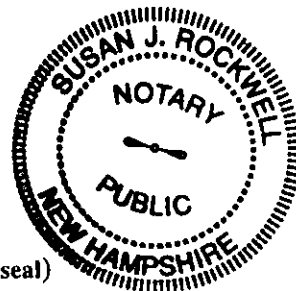
Notarization

State of New Hampshire
County of Rockingham
On December 13th 2018, before me, Susan J. Rockwell,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared James M. Talbert, who
Printed Name of Certifying Officer
acknowledged him/herself to be the President, of Talbert Leasing, Inc.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public or Justice of the Peace



(affix seal)

Commission Expires: SUSAN J. ROCKWELL
Notary Public - New Hampshire
My Commission Expires July 22, 2020

State of New Hampshire

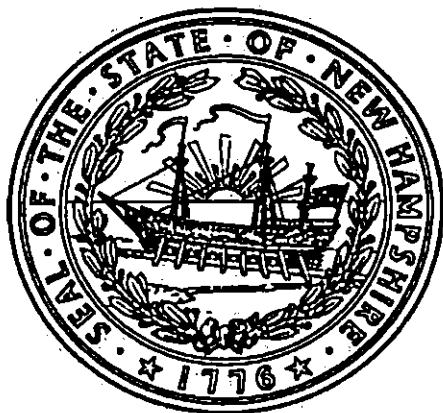
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JALBERT LEASING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 13, 1986. 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: 96616

Certificate Number: 0004221282



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of December A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KT

DATE (MM/DD/YYYY)
12/31/2018

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

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

PRODUCER Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	CONTACT NAME: PHONE (A/C, No, Ext): 781-642-8000 FAX (A/C, No): 781-647-3670 E-MAIL ADDRESS: certifiaterquest@esia.com PRODUCER CUSTOMER ID #: JALBE-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Jalbert Leasing, Inc. dba C&J Bus Lines 185 Grafton Drive Portsmouth, NH 03801	INSURER A: Excelsior Insurance Co	
	INSURER B: Protective Insurance Co	
	INSURER C: Associated International Ins C 27189	
	INSURER D: Admiral Insurance Company 24856	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

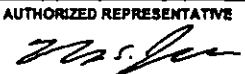
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CBP 8219360	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			TG000127	01/01/2018	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Physical Damage			BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ PP/Service \$ 1,000 Charter/Transit \$ 20,000			
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TG000130	01/01/2018	01/01/2020	EACH OCCURRENCE \$ 4,900,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						AGGREGATE \$ Follow Form
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCC-500-5006573-2018A	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Excess Liability			BEX09613914-05	01/01/2019	01/01/2020	Occ/Agg \$ 5,000,000
A	Equip Fltr			CBP 8219360 DED: \$1,000	01/01/2019	01/01/2020	Scheduled 273,646

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of New Hampshire Department of Environmental Services/ Air Resources Division is included as an additional insured in regards to the General Liability where required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

STATNH2 State of New Hampshire Dept of Environmental Services Air Resources Division 29 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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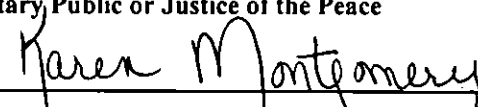



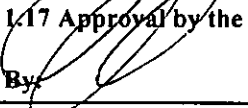
Subject: Town of Barnstead, NH Plow Truck Replacement Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Barnstead, NH		1.4 Grantee Address 108 South Barnstead Road, Barnstead, NH 03225	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2019	1.7 Audit Date N/A	1.8 Grant Limitation \$37,625
1.9 Grant Officer for State Agency Jessica Wilcox, Grant Manager NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 6751	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Richard Duane, Chairman of the Board of Selectmen	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>1/30/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Karen Montgomery, Notary Public</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/14/19</u>			
1.17 Approval by the Governor and Council By:  On: <u>1/1/19</u>			

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

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

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

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.

RD
1/30/19

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00032-2018-004
Project Title: NH Clean Diesel Program Agreement with
Town of Barnstead, NH – Plow Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00032
(Awarded August 28, 2017 and August 27, 2018)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and the Town of Barnstead, NH (Vendor Code #177211-B001) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out by the Town of Barnstead, NH (hereinafter referred to as Barnstead), 108 South Barnstead Road, Barnstead, NH 03225.

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

NHDES and Barnstead will undertake under this Agreement the replacement of a plow truck.

For the purposes of this Agreement, NHDES and Barnstead agree to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with Barnstead.
2. Barnstead shall purchase one plow truck as a replacement for a model year (MY) 2001 International DT 466 HT plow truck.
3. The replacement truck will be powered by a MY 2019 or newer certified heavy-duty diesel engine.
4. The replacement truck must be of the same vehicle class as the original truck, operate in the same manner over similar routes as the replaced truck, and not be scheduled for replacement prior to December 2021.
5. NHDES shall reimburse Barnstead 25 percent of the eligible expenses, or \$37,625, whichever is less.
6. Eligible expenses under this grant include the cost of the plow truck only.

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

Project: Barnstead Plow Truck Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	\$37,625.00	\$7,525.00
Year 2 value	16	\$37,625.00	\$6,020.00
Year 3 value	12.8	\$37,625.00	\$4,816.00
Year 4 value	10.2	\$37,625.00	\$3,837.75
Year 5 value	7.6	\$37,625.00	\$2,859.50

Note: Depreciation of grant is calculated based on a grant of \$37,625.

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

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

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

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

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

Grantee initials RD
Date 1/30/19

**EXHIBIT B
PAYMENT SCHEDULE**

- 1) Payments under this agreement are not to exceed \$37,625 or 25 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Barnstead for eligible expenses provided Barnstead 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 Barnstead letterhead with the following information for the replacement vehicle:
 - i) Vehicle Identification Number (VIN);
 - ii) Engine and vehicle model year;
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Vehicle Class;
 - vi) Fuel type; and
 - vii) Cost of vehicle replacement.
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) A copy of the new vehicle registration;
 - e) Proof of scrappage as per Exhibit A; Sections 13-14; and
 - f) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) Any invoices must be submitted by September 15, 2019. Requests submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

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

Town of Barnstead
Certificate of Authorization

The Town of Barnstead certifies that Richard Duane, Chairman of the Board of Selectmen, is authorized to enter into an agreement between the State of New Hampshire and the Town of Barnstead pertaining to the DES DERA Grant.

In witness whereof, I hereby sign the Certificate of Authorization

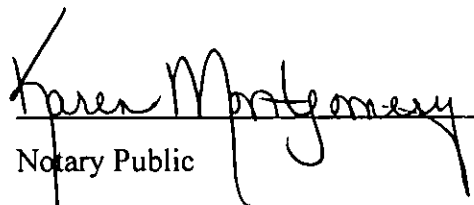


Richard Duane, Chairman

Notarization

State of New Hampshire, County of Belknap. On December 18, 2018, before me, Karen Montgomery, the undersigned officer, personally appeared Richard Duane who acknowledged himself to be the Chairman Board of Selectmen, of the Town of Barnstead, New Hampshire, and that he, Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public

Commission Expires: November 18, 2020





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Barnstead P.O. Box 11 Center Barnstead, NH 03225		Member Number: 112	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive. P.O. Box 95 Concord, NH 03302-0095			By: <i>Tammy Downer</i>
			Date: 1/9/2019 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

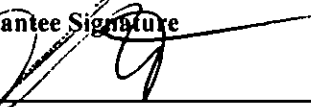
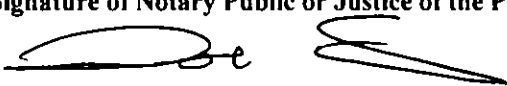
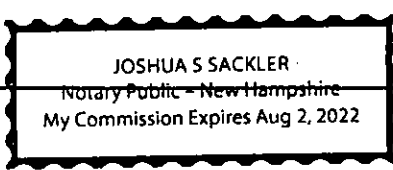
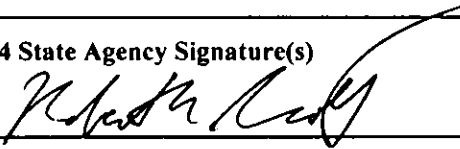


Subject: S&J Transportation Services, Inc. Drayage Truck Replacement Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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

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

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

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

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

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

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

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

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

Project: S&J Truck Replacement Grant

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

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

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

Grantee initials JPPZ
Date 2/6/19

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

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

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

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

**EXHIBIT B
PAYMENT SCHEDULE**

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

**EXHIBIT C
SPECIAL REQUIREMENTS**

Subparagraph 17.1.2 shall be amended to read as follows:

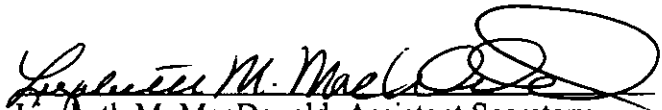
Comprehensive public liability insurance against all claims of bodily injury, death or property damage, in amounts no less than \$1,000,000 for bodily injury or death any one incident and \$500,000 for property damage in any one incident.

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

CERTIFICATE OF AUTHORITY

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

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

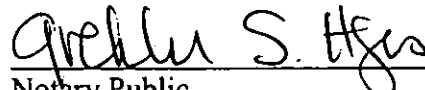

Lizabeth M. MacDonald, Assistant Secretary

NOTARIZATION

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

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

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



Notary Public
Print Name: _____
My Commission Expires _____



State of New Hampshire

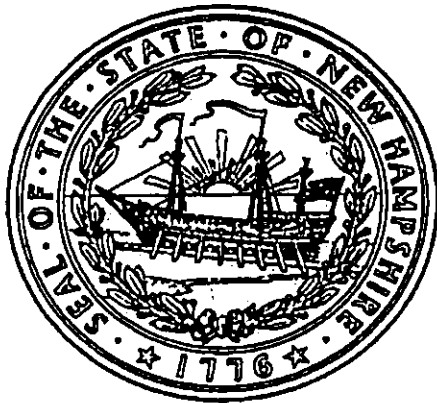
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that S. & J. TRANSPORTATION SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 17, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 157893

Certificate Number : 0004367567



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State



S&JTRAN-01

KCORBIN

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

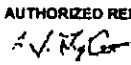
PRODUCER Transportation Insurance Advisors LLC 463 Mountain View Drive, Suite 208 Colchester, VT 05446	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (802) 448-4600 FAX (A/C, No): (802) 654-9930 E-MAIL ADDRESS: _____
INSURED S & J Transportation Services, Inc. 251 Calef Highway Lee, NH 03861	INSURER(S) AFFORDING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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			CLA 0368080-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage			CAA 0368081-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WPA-5027679-18	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Motor Truck Cargo			MXI93079492	12/31/2018	12/31/2019	\$2,500 Deductible 300,000
A	Trailer Interchange			CAA 0368081-18	12/31/2018	12/31/2019	\$1,000 Deductible 40,000

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

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

2017/2018 New Hampshire Clean Diesel Grant Program

Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Waste Management Truck 1	Rochester	\$75,000	86
Waste Management Truck 2	Rochester	\$75,000	86
Waste Management Truck 3	Rochester	\$75,000	86
Waste Management Truck 4	Rochester	\$75,000	86
New Hampshire Northcoast Corp	Ossipee	\$69,282	83
Jalbert Leasing, Inc. Bus 2602	Portsmouth	\$131,250	77
S&J Transportation Services Truck 246	Lee	\$30,000	76
Jalbert Leasing, Inc. Bus 2701	Portsmouth	\$131,250	72
S&J Transportation Service Truck 232	Lee	\$30,000	70
Jalbert Leasing, Inc. Bus 2603	Portsmouth	\$131,250	69
Town of Barnstead	Barnstead	\$40,000	67
S&J Transportation Services Truck 255	Lee	\$30,000	64
Town of Hancock	Hancock	\$70,000	63
Not Selected			
Town of Hollis	Hollis	\$50,000	60
Town of Pembroke	Pembroke	\$43,750	57
Town of Farmington	Farmington	\$150,000	55
Town of Mason	Mason	Withdrew	NA
Town of Claremont	Claremont	Withdrew	NA
Oyster River School District	Durham	Withdrew	NA

ATTACHMENT A (CON'T)

Detailed Scoring Results

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

ATTACHMENT A (CON'T)

Reviewers

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