



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



October 4, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend an agreement (PO# 1055548) with the Town of Rollinsford, NH (VC # 177509-B002) by extending the end date to March 31, 2018 from September 30, 2017 for the purpose of purchasing a new fire truck, effective upon G&C approval through March 31, 2018. No additional funding is involved in this time extension. 100% federal funds. The original agreement was approved by G&C on April 14, 2017, item# 50.

EXPLANATION

NHDES is requesting approval of this **RETROACTIVE** amendment in order to provide the necessary time to complete the project. The amendment request is necessary because the delivery of the fire truck will not take place until early February 2018. This amendment will allow the required time for the grantee to receive the truck, register the new truck, and destroy the old truck per the requirements of the agreement. The request is retroactive primarily because the equipment supplier was unable to fulfill the purchase order by the deadline in the agreement. A revised delivery date was not known until September 13, 2017, rendering NHDES unable to complete a time extension before the last G&C meeting in September.

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding for projects that reduce harmful emissions produced by older diesel engines. NHDES awarded the Town of Rollinsford funds to assist with the purchase a new fire truck to replace an existing older fire truck. To date none of the original grant award of \$109,336 has been spent.

We respectfully request your approval.

Robert R. Scott,
Commissioner

Agreement for Services with Town of Rollinsford, NH

Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 25th Day of SEPTEMBER 2017 is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Town of Rollinsford, NH (Rollinsford).

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on April 19th, 2017, Rollinsford agreed to perform certain services upon the terms and conditions specified in that Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, Rollinsford and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - a. The Completion Date listed in 1.6 of the General Provisions shall be changed from September 30, 2017 to March 31, 2018.
2. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.
3. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

Initial SMH
Date 9/25/17

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this day and year first above written.

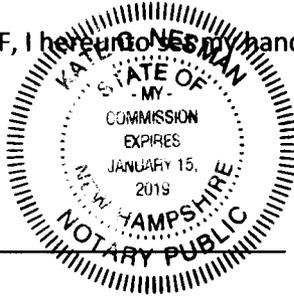
Signature: Suzanne M. Huard
Suzanne Huard, Select Board, Chair

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On this the 25 day of Sept, 2017, before the undersigned officer, personally appeared Suzanne Huard who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

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



Kate Nesman

My Commission Expires: 1/15/2019

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Robert R. Scott
Robert R. Scott, Commissioner

Approved by the Attorney General this 9 day of October, 2017.

OFFICE OF ATTORNEY GENERAL

By [Signature]

Town of Rollinsford
Certificate of Authorization

The Town of Rollinsford certifies that Suzanne Huard is authorized to enter into an agreement between the State of New Hampshire and the Town of Rollinsford pertaining to the DES _____.

In witness whereof, I hereby sign the Certificate of Authorization.

Kate Nesman
Signature

Joan Clark Town Clerk
Name, Title

Notarization

State of New Hampshire, County of Merrimack. On September 25, 2017
Date

before me, Andrea Cass, the undersigned officer,
Name of Notary or Justice of the Peace

personally appeared Kate Nesman who acknowledged herself to be the Town Clerk of the Town of Rollinsford New Hampshire, and that she ~~is~~ Town Clerk 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.

AM Cass
Notary Public or Justice of the Peace



Commission Expires: Sept 17, 2019



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.

<i>Participating Member:</i>		<i>Member Number:</i>	<i>Company Affording Coverage:</i>		
Town of Rollinsford 667 Main Street PO Box 309 Rollinsford, NH 03869		281	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)	1/1/2017	1/1/2018	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease -- Each Employee	
				Disease -- Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 1/24/2017 tdenver@nhprimex.org
NH DES Air Resources Division 29 Hazen Dr, PO Box 95 Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services

Elizabeth Stratton



Clark B. Freise, Assistant Commissioner

March 17, 2017

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

APPROVED G & C

DATE 4/19/17
ITEM # 50

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the Town of Rollinsford, NH (Vendor Code #177509-B002) in an amount not to exceed \$109,336 to partially fund the purchase of a new fire truck, effective upon Governor and Council approval through September 30, 2017. Funding is 100% Federal.

Funding is available in the account as follows:

	<u>FY 2017</u>
03-44-44-443010-2278-072-500572	\$109,336
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding for projects that reduce harmful emissions produced by older diesel engines. As stipulated in DERA, 70 percent of DERA funds are to be used for national competitive grants with the remaining 30 percent allocated to the states for pass-through grants. Using this 30 percent, NHDES' Clean Diesel Grant Program funds projects that reduce diesel engine emissions, including diesel vehicle replacement. The replacement truck must be equipped with an engine that meets more stringent emissions standards than the original engine.

The Clean Diesel Grant Program issued a request for applications for use of the DERA funds. The Town, along with three other applicants, applied for federal funds under the NHDES program. The Town and two other applications were approved. The application scoring criteria and scores are presented in Attachment A. The Town requested partial funding to replace a greater than 20 year old fire truck. Emissions from the current vehicle may adversely impact sensitive receptors such as young children and the elderly during community events. Replacement of the truck will reduce the impact to these receptors significantly. These funds reduce the overall cost of the new truck to the Town. NHDES will provide a grant not to exceed \$109,336 to cover 25 percent of the total replacement cost of \$437,341 with the Town providing the balance of \$328,005.

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

Clark B. Freise
Assistant Commissioner

Subject: Town of Rollinsford, NH Fire 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 Rollinsford, NH		1.4 Grantee Address PO Box 309, Rollinsford, NH 03869	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2017	1.7 Audit Date N/A	1.8 Grant Limitation \$109,336
1.9 Grant Officer for State Agency Elizabeth Strachan, Transportation Analyst NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 8330	
1.11 Grantee Signature <i>Suzanne M. Huard</i>		1.12 Name & Title of Grantee Signor Suzanne M. Huard, Select Board, Chair	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>2/22/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfied and 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 <i>Andrea M. Cass</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Andrea M. Cass, Tax Collector, Notary Public</i>			
1.14 State Agency Signature(s) <i>Clark Freise</i>		1.15 Name/Title of State Agency Signor(s) Clark Freise, Asst. Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>John G. ...</i> Attorney, On: <u>3/28/17</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 of modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

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

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

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

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

EXHIBIT A
PROJECT SCOPE OF WORK

Project Title: NH Clean Diesel Program Agreement with
Town of Rollinsford – Fire Truck Replacement Project

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and the Town of Rollinsford, NH (Vendor Code #177509B002) 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 Rollinsford (hereinafter referred to as Rollinsford), PO Box 309, Rollinsford, NH 03869.

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

NHDES and Rollinsford will undertake under this Agreement the replacement of one fire truck.

For the purposes of this Agreement, NHDES and Rollinsford agree as follows:

1. NHDES shall assign the appropriate staff to coordinate this project with Rollinsford.
2. Rollinsford shall purchase one fire truck as a replacement for a 1988 Spartan fire truck.
3. The replacement truck will be powered by a 2015 or newer EPA certified heavy-duty diesel engine.
4. The replacement truck must be of the same vehicle class as the original truck and operate in the same manner over similar routes as the replaced truck.
5. NHDES shall provide Rollinsford 25 percent of the eligible expenses, or \$109,336, whichever is less.
6. Eligible expenses under this grant include the cost of the fire truck only and do not include additional “optional” components or “add-ons” that significantly increase the cost of the vehicle.
7. Engineering, project management, or personnel costs are not eligible expenses.
8. Rollinsford shall provide NHDES with the following information on the truck to be replaced:

- a. Annual miles driven
- b. Annual fuel use
- c. Annual idling hours
- d. Vehicle Identification Number (VIN)
- e. Engine Model Year
- f. Gross Vehicle Weight
- g. Vehicle Class
- h. Engine Manufacturer
- i. Engine Serial Number
- j. Routes

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. Rollinsford shall use the replacement truck in normal service for a period of no less than five (5) years. In the event that Rollinsford sells or surpluses the replacement truck within five years of the effective date of this contract, the pro-rated depreciated amount provided by NHDES will be reimbursed to the State of New Hampshire as specified in the table below:

Project: Rollinsford Truck Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	\$21,867.01	\$21,867.01
Year 2 value	16	\$17,493.61	\$17,493.61
Year 3 value	12.8	\$13,994.89	\$13,994.89
Year 4 value	10.2	\$11,152.18	\$11,152.18
Year 5 value	7.6	\$8,309.46	\$8,309.46

Note: Depreciation of grant is calculated based on a grant of \$109,336. Recipient is also subject to disposition requirements indicted in federal regulation 2CFR 200.313.

12. Rollinsford 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. Rollinsford 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. Drilling a minimum 3" diameter hole completely through the engine block; and
 - b. Cutting the chassis rail in half.

14. Rollinsford shall supply proof of scrappage for the truck prior to or with the request for payment. Scrappage documentation must include photographic images of the following:
- Side profile of the truck;
 - Vehicle Identification Number (VIN);
 - The engine tag that includes the engine serial number and engine family number (if available);
 - Chassis rail cut in half;
 - Engine block prior to holes being drilled; and
 - Engine block after holes have been drilled.

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

15. Rollinsford shall supply a letter on their letterhead confirming the scrappage requirements have been met for the truck. The letter must be signed by the authorized representative listed on the grant application form. The letter must include:
- The date the truck was scrapped;
 - The engine model year, engine family name, engine serial number, and VIN; and
 - The name and contact information for the entity that scrapped the truck, if other than the grantee.
16. Rollinsford 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 one year 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 amount of fuel used during the preceding quarter;
 - The number of miles the vehicle was used in the preceding quarter; and
 - The estimated amount of idling experienced in the preceding quarter.
17. Rollinsford shall submit information 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 amount of fuel used during the preceding year;
 - The number of miles the vehicle was used in the preceding year; and
 - The estimated amount of idling the vehicle experienced in the preceding year.
18. Rollinsford shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Rollinsford shall complete all activities, reports, and work products specified herein.
19. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a

project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.

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

EXHIBIT B
PAYMENT SCHEDULE

1. Payments under this agreement are not to exceed \$109,336 or 25 percent of eligible project costs, whichever is less.
2. NHDES will reimburse Rollinsford for eligible expenses provided Rollinsford 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 Rollinsford letterhead with the VIN, engine and chassis model year, engine and chassis manufacturer, engine serial number, vehicle's class, fuel type and cost of the new truck;
 - 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 14-16; and
 - f. Contact information for any questions related to reimbursement requests.
4. NHDES will process completed invoices within 30 days of receipt.
5. Any request for payment must be submitted by September 30, 2017. Requests submitted after this date will be denied.
6. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

EXHIBIT C
SPECIAL REQUIREMENTS

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

Town of ROLLINSFORD
Certificate of Authorization

The Town of ROLLINSFORD, NH certifies that SUZANNE M. HUARI is authorized to enter into an agreement between the State of New Hampshire and the Town of ROLLINSFORD, NH pertaining to the DES DEFA APPLICATION/AWARD.

In witness whereof, I hereby sign the Certificate of Authorization.

Kate Nesman
Signature

Kate Nesman Town Clerk Town Clerk
Name, Title

Notarization

State of New Hampshire, County of STRAFFORD ~~Merrimack~~. On 1/17/2017,
Date

before me, Andrea Cass, the undersigned officer,
Name of Notary or Justice of the Peace

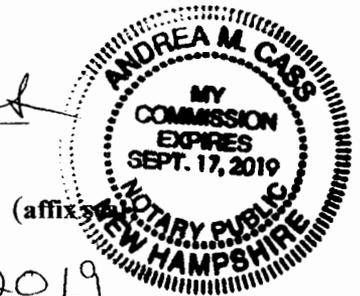
personally appeared Kate Nesman who acknowledged herself to be the Town Clerk

of the Town of Rollinsford New Hampshire, and that she ~~is~~ ^{is} Town Clerk 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.

Andrea M. Cass
Notary Public or Justice of the Peace



Commission Expires: Sept 17, 2019



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 Rollinsford 667 Main Street PO Box 309 Rollinsford, NH 03869	Member Number: 281	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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	1/1/2017	1/1/2018	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 1/24/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH DES Air Resources Division 29 Hazen Dr, PO Box 95 Concord, NH 03305			

ATTACHMENT A

2016/2017 New Hampshire Clean Diesel Grant Program

Applications and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Old Porte Tours	Portsmouth	\$45,992	76
Town of Rollinsford	Rollinsford	\$109,336	78
Lady Tracey Ann	Seabrook	\$41,432	71
Taylor Phillips (not selected for funding)	Rye	\$28,000	63

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

*Other benefits include: water quality (change from 2-stroke to 4-stroke engine); education potential; safety; assisting community, and tax benefit.