



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

April 22, 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 a Grant Agreement with R and K Enterprise LLC, New Durham, NH (VC #303381-B001) totaling \$30,000 for partial funding of a marine engine replacement, effective upon Governor and Council approval through September 30, 2019. 57% Federal Funds, 43% VW Settlement Funds.

Funding is available in the account as follows:

| | |
|---|----------------|
| | <u>FY 2019</u> |
| 03-44-44-443010-2278-072-500572 | \$30,000 |
| 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 to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of engines. The new 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 2018 through March 2019. Sixteen entities applied for funding for 24 projects. Seven proposals and fifteen individual projects were approved for funding (see Attachment A for the scoring results). Four grant agreements under this program were approved by Governor and Executive Council on March 13, 2019 (Item #77). R and K Enterprise, LLC requested partial funding to replace a Tier I diesel marine engine with a Tier III lower emission marine engine.

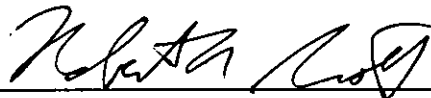
The DERA program has a mandatory cost share requirement for a marine engine replacement project of 60 percent. NHDES will provide a grant up to \$30,000 or 40 percent, whichever is less, to R and K Enterprise LLC for the replacement of a diesel marine engine.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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This agreement has 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

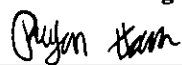


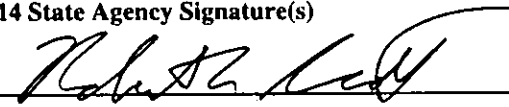

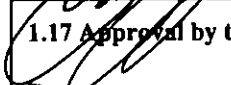
Subject: R and K Enterprise LLC Marine Engine Replacement Project

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: R and K Enterprise LLC | | 1.4 Grantee Address 69 North Shore Road, PO Box 72, New Durham, NH | |
| 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 \$30,000 |
| 1.9 Grant Officer for State Agency Jessica Wilcox, Grants 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 Ryan Ham, Manager | |
| 1.13 Acknowledgment: State of <u>MA</u> , County of <u>Essex</u> On <u>4/29/19</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)  | |  MELISSA T. GILBO NOTARY PUBLIC Commonwealth of Massachusetts My Commission Expires October 28, 2022 | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Melissa Gilbo</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>4/29/19</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 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: 00A00032-2018-010

Project Title: NH Clean Diesel Program Agreement with
R and K Enterprise LLC – Marine Engine 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 R and K Enterprise LLC in Portsmouth, NH (Vendor Code #303381-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 R and K Enterprises, LLC (hereinafter referred to as R and K), 69 North Shore Road, PO Box 72, New Durham, NH 03855.

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 R and K will undertake under this Agreement the replacement of a marine engine.

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

1. NHDES shall assign the appropriate staff to coordinate this project with R and K.
2. R and K shall replace a diesel engine in a 1990 Duffy Downeast fishing boat currently in use.
3. The replacement engine shall meet Environmental Protection Agency's Tier 3 emission standard for 2017 and newer model year marine compression-ignition engines.
4. The replacement engine horsepower must be the same as, or no greater than 25 percent more than, that of the replaced engine, and the boat must operate in the same manner as when operated by the replaced engine.
5. NHDES shall reimburse R and K 40 percent of the eligible expenses, or \$30,000, whichever is less.
6. Eligible expenses under this grant include the cost of the replacement engine, and labor and any additional parts necessary to complete the installation of the engine.

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

| | Percent Value Remaining | Total Grant | Value to be Returned to NHDES |
|--------------|-------------------------|-------------|-------------------------------|
| Year 1 value | 20 | \$30,000 | \$6,000.00 |
| Year 2 value | 16 | \$30,000 | \$4,800.00 |
| Year 3 value | 12.8 | \$30,000 | \$3,840.00 |
| Year 4 value | 10.2 | \$30,000 | \$3,060.50 |
| Year 5 value | 7.6 | \$30,000 | \$2,280.00 |

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

12. R and K shall:
 - a. Register the boat using the engine in accordance with New Hampshire law;
 - b. Maintain the new engine in accordance with manufacturer recommendations;
 - c. Not make modifications of the emission controls system of the new 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.

Grantee initials RRK
Date 04/22/2019

13. R and K shall scrap the engine being replaced or render it permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engine with a two week (minimum) advance notice of the event. The replaced engine may be permanently disabled by:
 - a. Creating a minimum 3" diameter hole completely through the engine block
14. R and K shall supply documentation confirming the scrappage requirements have been met for the engine. 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 engine was scrapped;
 - b. The engine model year, engine family name and engine serial number;
 - c. The name and contact information for the entity that scrapped the engine, if other than the grantee; and
 - d. Photographic images of the following:
 - i. The destroyed engine (before and after);
 - ii. The engine tag that includes the engine serial number and engine family number (if available);

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

15. R and K shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of each calendar quarter, beginning the Effective Date of the Agreement for a period of two years following engine replacement. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the engine replacement, including:
 - a. The amount of fuel used during the preceding quarter;
 - b. The number of hours the engine was used in the preceding quarter; and
 - c. A discussion or description of any significant maintenance or operational issues associated with the replacement engine.
16. R and K 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. A discussion or description of any significant maintenance or operational issues associated with the replacement engine.
17. R and K shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. R and K 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 R and K terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, R and K will reimburse the State of New Hampshire for any funds received.

**EXHIBIT B
PAYMENT SCHEDULE**

- 1) Payments under this agreement are not to exceed \$30,000 or 40 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse R and K for eligible expenses provided R and K is in compliance with all requirements in Exhibit A.
- 3) Invoices may be submitted for reimbursement upon payment and shall include the following:
 - a) Payment request on R and K letterhead with the following information for the replacement engine:
 - i) Engine model year;
 - ii) Engine manufacturer;
 - iii) Engine serial number;
 - iv) Fuel type; and
 - v) Cost of engine 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 registration;
 - e) Photographs of the new engine in place;
 - f) Proof of scrappage as per Exhibit A; Sections 13-14; and
 - g) 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 not 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, Kevin Ham Manager of RoadK Enterprise do LLC
Printed Name of Certifying Officer Title Name of Company

hereby certify that Ryan Ham 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 Manager
Office/Position of Certifying Officer
of RoadK Enterprise, this 2 day of April, 2019
Name of Company

[Signature]
Signature of Certifying Officer

Notarization

State of Massachusetts
County of Essex
On 4/2/19, before me, Melissa Gilbo
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Kevin Ham, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Manager, of RoadK Enterprise LLC
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.

[Signature]
Notary Public or Justice of the Peace

Commission Expires: 10/28/22 (affix seal)



State of New Hampshire

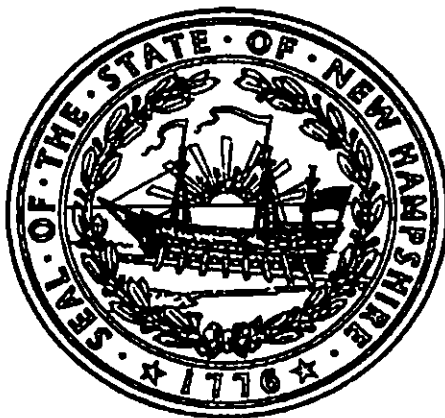
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that R AND K ENTERPRISE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 12, 2017. 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: 784152

Certificate Number: 0004484063



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2019

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 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 Insurance Solutions Corporation 60 Westville Rd Plaistow NH 03865 | CONTACT NAME: Pam Brewster PHONE (A/C No. Ext): (603) 382-4600 FAX (A/C No.): (603) 382-2034 E-MAIL ADDRESS: pbrewster@isc-insurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED R and K Enterprise LLC PO Box 72 New Durham NH 03855 | INSURER A: Atlantic Specialty Insurance NAIC # 27154 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL194240853 **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 INSD | SUBR WOOD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|---------------|-------------------------|-------------------------|--|
| A | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 85JZ54835 | 7/22/2018 | 7/22/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ Liability Deductible \$ \$500BI/\$1,000PD |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Property Insurance 1990 Duffy - 35' | | | 85JZ54835 | 7/22/2018 | 7/22/2019 | Vessel \$60,000 Deductible \$1,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Environmental Services
 ATT: Elizabeth Strachan
 Transportation Analyst Mobile Sources Div
 PO Box 95
 Concord, NH 03302

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

Keith Maglia/PDB

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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 Mason | Mason | Withdrew | NA |
| Town of Hancock | Hancock | Withdrew | NA |
| Town of Claremont | Claremont | Withdrew | NA |
| Oyster River School District | Durham | Withdrew | NA |
| Not Selected | | | |
| Town of Hollis | Hollis | \$50,000 | 60 |
| Town of Pembroke | Pembroke | \$43,750 | 57 |
| Town of Farmington | Farmington | \$150,000 | 55 |
| Additional Competitive Round | | | |
| Fall Mountain River School District | Langdon | \$23,750 | 79 |
| S & J Transportation Service Truck 366 | Lee | \$35,000 | 69 |
| R&K Enterprises, LLC | New Durham | \$30,000 | 67 |
| Not Selected in Additional Round | | | |
| D&L Transit, LLC | Westmoreland | \$20,000 | 56 |
| Proulx Oil and Propane | Epping | \$37,750 | 58 |

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 |
| FMRSD | 11 | 18 | 15 | 14.5 | 10 | 4 | 0 | 5 | 2 | 80 |
| S&J -336 | 25 | 20 | 7 | 12 | 0 | 5 | 0 | 0 | 0 | 69 |
| R&K | 21 | 18 | 5 | 13.5 | 0 | 5 | 5 | 0 | 0 | 68 |
| 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 |
| D&L | 5 | 5 | 15 | 15 | 7 | 5 | 2 | 2 | 0 | 56 |
| Proulx | 12 | 16 | 9 | 13.5 | 0 | 5 | 3 | 0 | 0 | 59 |

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 |