



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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August 10, 2021

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 Eversource Energy Service Company, INC., Manchester, NH (VC# 177150-R005) totaling \$387,190 for partial funding of a vehicle replacement project, effective upon Governor and Council approval through September 30, 2022. 62.5% Federal Funds, 37.5% VW Settlement Funds.

Funding is available in the account as follows:

	<u>FY 2022</u>
03-44-44-443010-2278-072-500572	\$387,190
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 vehicles with older diesel 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 approximately \$500,000 available for grants under this Request for Proposals.

A request for proposals was conducted from February 8 through March 8, 2021. Seven entities applied for funding (see Attachment A for the scoring results). Eversource Energy requested partial funding to replace eight (8) 2009 model year International Navistar 4400 SBA trucks. (See Attachment B for a list of vehicles)

Eversource Energy's existing bucket trucks operate an average of 12,369 miles per year, however they idle 6-8 hours per day to power the aerials, increasing the emissions in highly-populated and economically disadvantaged communities. Additionally, these vehicles have an average existing mileage of about 152,000 miles with the highest mileage truck having almost 184,000 miles. This project will

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2

replace the vehicles with diesel bucket trucks equipped with battery-powered aerials that will eliminate the majority of the idling time.

The DERA program has a mandatory minimum cost share requirement for a vehicle replacement project of 25 percent. NHDES will provide a grant of \$387,190 or 25 percent, whichever is less, of the total replacement cost (estimated at \$2,326,939) to Eversource Energy for the replacement of eight (8) utility trucks.

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.



Robert R. Scott
Commissioner

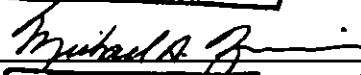

Subject: Eversource Truck Replacement Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. 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: Eversource Energy Service Company, INC.		1.4 Grantee Address 80 W. Pennacook St., Manchester, NH	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2022	1.7 Audit Date N/A	1.8 Grant Limitation \$387,190
1.9 Grant Officer for State Agency Jessica Wilcox, Transportation Program Specialist 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 Michael Rorison, Director - Fleet Asset Management	
1.13 Acknowledgment: State of <u>Connecticut</u> , County of <u>Hartford</u> On <u>7/20/21</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>Demina Russo</u>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Demina Russo Analyst Conn. exp 6-30-23</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: <u>J. McAnis</u> Attorney, On: <u>8/17/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

Contractor Initials MM
Date 7/20/21

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

Contractor
Initials *AM*
Date 7/22/21

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.

Contractor	
Initials	<i>hm</i>
Date	7/20/21

**EXHIBIT A
PROJECT SCOPE OF WORK**

Grant Number: 00A00175-2020-05
Project Title: NH Clean Diesel Program Agreement with
Eversource Energy – Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00175
(Awarded September 21, 2020)
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 Eversource Energy (Vendor Code # 177150 R013) 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 Eversource Energy (hereinafter referred to as Eversource), 80 W. Pennacook St., Manchester, NH.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2022, with additional reporting requirements through 2027.

NHDES and Eversource will undertake under this Agreement the replacement of 8 trucks.

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

1. NHDES shall assign the appropriate staff to coordinate this project with Eversource.
2. Eversource shall purchase 8 trucks as replacements for model year (MY) 2009 International Navistar 4400 SBA trucks.
3. The replacement trucks will be powered by MY 2023 or newer EPA certified heavy-duty diesel engines.
4. The replacement trucks must be of the same vehicle class as the original trucks and operate in the same manner over similar routes as the replaced trucks, unless otherwise approved by the EPA.
5. NHDES shall reimburse Eversource 25 percent of the eligible expenses, or \$387,190, whichever is less.
6. Eligible expenses under this grant include the cost of the trucks 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. Eversource 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. Engine Family Number
 - k. 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 replacements are put in to service.
11. Eversource shall use the replacement trucks in normal service for a period of no less than five (5) years. In the event that Eversource sells or surpluses the replacement trucks within five years of the effective date of this contract Eversource 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: Eversource Truck Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	\$387,190	\$77,438
Year 2 value	16	\$387,190	\$61,950
Year 3 value	12.8	\$387,190	\$49,560
Year 4 value	10.2	\$387,190	\$39,493
Year 5 value	7.6	\$387,190	\$29,426

Note: Depreciation of grant is calculated based on a total grant of \$387,190 for 8 vehicles.

12. Eversource 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 
 Date 7/20/21

- 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. Eversource shall scrap the trucks 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 trucks may be permanently disabled by:
- a. Creating a minimum 3” diameter hole completely through the engine blocks; and
 - b. Cutting the chassis rail in half.
14. Eversource 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:
- a. The date the trucks were scrapped;
 - b. The engine model year, engine family name, engine serial number, and VIN for the trucks;
 - c. The name and contact information for the entity that scrapped the trucks, if other than the grantee; and
 - d. Photographic images of the following for the trucks:
 - i. Side profiles of the trucks;
 - ii. Vehicle Identification Numbers (VINs);
 - iii. The engine tags that includes the engine serial numbers and engine family numbers (if available);
 - iv. Chassis rail cut in half;
 - v. Engine blocks prior to destruction; and
 - vi. Engine blocks after destruction.

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

15. Eversource 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 vehicle acquisition. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the truck replacements, including:
- a. The amount of fuel used during the preceding quarter;
 - b. The number of miles the vehicles were used in the preceding quarter; and
 - c. The estimated amount of idling experienced in the preceding quarter.
16. Eversource 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 vehicles were used in the preceding year; and

Grantee initials
 Date 7/20/21


c. The estimated amount of idling the vehicles experienced in the preceding year.

17. Eversource shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Eversource 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 Eversource terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Eversource will reimburse the State of New Hampshire for any funds received.

Grantee initials Am
Date 7/20/21

**EXHIBIT B
PAYMENT SCHEDULE**

- 1) Payments under this agreement are not to exceed \$387,190 or 25 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Eversource for eligible expenses provided Eversource 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 Eversource letterhead with the following information for the replacement vehicles and the replaced vehicles:
 - i) Vehicle Identification Numbers (VINs);
 - ii) Engine and vehicle model year;
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Engine family number;
 - vi) Vehicle's class;
 - vii) Fuel type; and
 - viii) 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 registrations;
 - e) Proof of scrappages 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 30, 2022. 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.

Grantee initials 
Date 7/20/21

**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 7/20/21

Certificate of Authority

I, Stephen J Driscoll, of Eversource Energy, do hereby certify that
Printed Name of Certifying Officer Title Name of Company

Michael Rorison is authorized to execute any documents that may be necessary
Printed Name of Person Authorized to sign

to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Vice President - Ops Services,
Office/Position of Certifying Officer

of Eversource Energy, this 20 day of July, 2021.
Name of Company

Stephen J. Driscoll
Signature of Certifying Officer

Notarization

State of Connecticut

County of Hartford

On 7-20-21, before me, Demi M Russo,
Date Name of Notary or Justice of the Peace

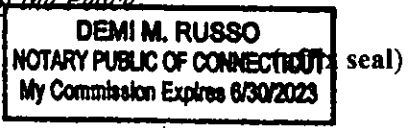
the undersigned officer, personally appeared Stephen J Driscoll, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Vice President, of Eversource,
Office/Position Name of Company

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.

Demi M Russo

Notary Public or Justice of the Peace



Commission Expires: _____

State of New Hampshire

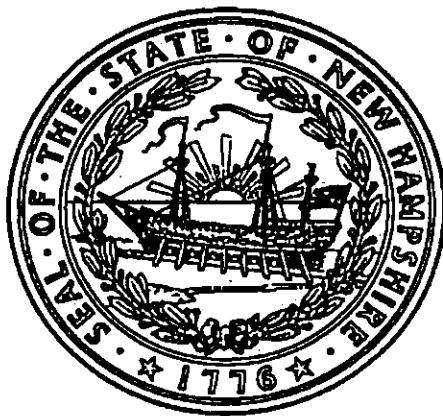
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EVERSOURCE ENERGY SERVICE COMPANY is a Connecticut Profit Corporation registered to do business in New Hampshire as EVERSOURCE ENERGY SERVICE COMPANY, INC. on March 26, 1990. 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: 150299

Certificate Number: 0005412304



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2021.

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

William M. Gardner
Secretary of State



247 Station Drive
Westwood, MA 02090
(781) 441-8929

Bruce.Birtwell@eversource.com

Bruce A. Birtwell
Manager Corporate Insurance

August 17, 2021

NH Department of Environmental Services
(NHDES)
Attn: Jessica Wilcox, Grant Manager
29 Hazen Dr.
Concord, NH 03302-0095

Re: NH Clean Diesel Program Agreement – Truck Replacement Project

The General Liability insurance program maintained by Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Products and Completed Operations, Employer's Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy companies also have in place catastrophic Excess Liability insurance for losses that exceed the self-insured layer.

The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in New Hampshire is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the self-insured layer, Public Service Company of New Hampshire dba Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify The state of New Hampshire and NH Department of Environmental Services (NHDES) as well as provide insurance protection as required for the above captioned permit.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (781) 441-8929.

Sincerely,

Bruce A Birtwell



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2021

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 Marsh USA Inc. 1155 Avenue of the Americas New York, NY 10036-2774 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED Public Service Company of New Hampshire dba Eversource Energy 107 Selden Street Berlin, CT 06037	INSURER A: Associated Electric & Gas Insurance Services Limited MAIC # 3190004
	INSURER B: Liberty Mutual Fire Insurance Company 23035
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** NYC-010974498-08 **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.

INER LTR	TYPE OF INSURANCE	ADD/CHGR (IND) (RWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AS2-691-530271-011	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BOODY INJURY (Per person) \$ BOODY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		XL5043710P	03/15/2021	03/15/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/M <input checked="" type="checkbox"/> 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	Excess Workers Compensation		WC5041610P (CT,NH)	05/01/2021	05/01/2022	Limit: \$ Stutory SR: \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NH Clean Diesel Program Agreement with Eversource - Truck Replacement Project
Certificate holder is included as Additional Insured where required by written contract with respect to Excess Liability subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER NH Department of Environmental Services (NHDES) Attn: Jessica Wilcox, Grant Manager 29 Hazen Drive Concord, NH 03302-0005	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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0000521 SP 0176 -C01-P00521-I

**NH Department of Environmental Services
(NHDES)**

**Attn: Jessica Wilcox, Grant Manager
29 Hazen Drive
Concord, NH 03302-0095**



ATTACHMENT A

2020 New Hampshire Clean Diesel Grant Program

February 2021 Round 1 Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Eversource	Manchester, Keene, Berlin, Rochester, Tilton	\$387,190	71
Cora Beth Fisheries	Hampton Beach	\$40,000	71
Not Selected			
Town of Barrington	Barrington	\$40,000	68
Remi-Sons, Inc.	Rockingham County	\$43,100	57
Town of Goffstown	Goffstown	\$49,000	53
Town of Mont Vernon Fire Department	Mont Vernon	\$62,000	49
Town of Swanzey	Swanzey	\$150,000.00	Withdrawn

Detailed Scoring Results

Project	Cost Effectiveness of Emissions Reductions	Populated Areas & Sensitive Receptors	Economically Disadvantaged	Operation in NH	Government Entity	Clarify of Proposal & Potential for Success	Other Benefit	Clean Fuel	Total
Eversource	12	15	8	15	0	10	3	8	71
Cora Beth Fisheries	30	10	2	15	0	9	5	0	71
Not Selected									
Town of Barrington	16	10	1	15	10	15	1	0	68
Remi-Sons, Inc.	22	5	2	15	0	12	1	0	57
Town of Goffstown	5	10	2	15	10	10	1	0	53
Town of Mont Vernon Fire Department	5	8	0	15	10	10	1	0	49

ATTACHMENT A (CON'T)

Reviewers

Name	Agency/Organization	Title	Years of Experience
Jessica Wilcox	NHDES Air Resources Division Technical Services Bureau	Grants Manager	3
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	30
Lisa Cota-Robles	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	2
Timothy White	NHDES Air Resources Division Technical Services Bureau	Mobile Source Section Supervisor	5

ATTACHMENT B

2020 New Hampshire Clean Diesel Grant Program

February 2021 Round 1 - Eversource Project

List of Replacement Vehicles

Unit Number	Model Year	Make	Model	Current Mileage	Annual Miles	Annual Fuel and Type	Annual Idling	Engine Model Year	GVWR	Vehicle Class	Engine Manufacturer
0694171	2009	INTERNATIONAL	4400	149,151	12,532	2238 gallons (diesel)	737 hours	2009	33,000	7	International MaxxForce DT
0694172	2009	INTERNATIONAL	4400	164,920	14,074	2513 gallons (diesel)	828 hours	2009	33,000	7	International MaxxForce DT
0694175	2009	INTERNATIONAL	4400	175,543	14,832	2649 gallons (diesel)	873 hours	2009	33,000	7	International MaxxForce DT
0694177	2009	INTERNATIONAL	4400	167,178	14,187	2534 gallons (diesel)	835 hours	2009	33,000	7	International MaxxForce DT
0694170	2009	INTERNATIONAL	4400	183,710	15,295	2731 gallons (diesel)	900 hours	2009	33,000	7	International MaxxForce DT
0694173	2009	INTERNATIONAL	4400	106,058	8,903	1590 gallons (diesel)	524 hours	2009	33,000	7	International MaxxForce DT
0694174	2009	INTERNATIONAL	4400	90,524	7,756	1385 gallons (diesel)	456 hours	2009	33,000	7	International MaxxForce DT
0694176	2009	INTERNATIONAL	4400	176,753	14,851	2652 gallons (diesel)	874 hours	2009	33,000	7	International MaxxForce DT

Average Mileage 151,730