



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

2015-05-12 10:07:04



May 12, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** Grant Agreement with Oyster River Cooperative School District, 30 Coe Drive, Durham, NH 03824 (Vendor Code #177504) in an amount not to exceed \$55,000 to help fund the purchase of three new high-efficiency diesel school buses, effective upon Governor and Council approval through September 30, 2015. Funding is 100% Federal.

Funding is available in the account as follows:

	<u>FY 2015</u>
03-44-44-443010-2278-072-500572	\$55,000
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 for projects that reduce harmful emissions produced by older diesel vehicles. As stipulated in the DERA Act, 70% of DERA funds are to be used for national competitive grants with the remaining 30% allocated to the states for pass-through grants. Using this 30%, the NH Clean Diesel Grant Program funds projects that reduce the need for idling, replace or repower off-road equipment and replace on road vehicles with newer, cleaner vehicles that meet more stringent emission standards. Oyster River Cooperative School District applied for federal funding to replace three older school buses under EPA's competitive *National Clean Diesel Rebate Program: 2014 School Bus Replacement Funding Opportunity*. EPA approved Oyster River's grant application but ran out of funds, whereupon EPA requested that DES fund the project under the NH Clean Diesel Grant Program. Because Oyster River Cooperative School District's grant request successfully underwent EPA's grant selection process and is consistent with NH Clean Diesel Grant Program goals, DES complied with EPA's request and is awarding this Sole Source grant.

With this agreement, DES will provide a grant of \$55,000 to Oyster River Cooperative School District to help fund the replacement of three diesel school buses in operation since 2000, 2001 and 2002.



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.

A handwritten signature in black ink that reads "Thomas S. Burack". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas S. Burack
Commissioner

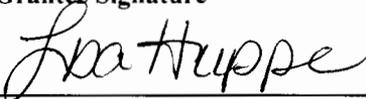
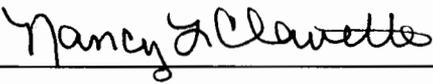
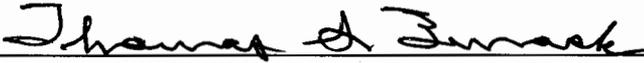
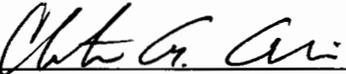
Subject: Oyster River Cooperative School District School Bus Replacement

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: Oyster River Cooperative School District		1.4 Grantee Address 33 Coe Drive, Durham, NH 03824	
1.5 Effective Date Upon G&C approval	1.6 Completion Date September 30, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$55,000
1.9 Grant Officer for State Agency Thomas S. Burack, Commissioner NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 6958	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Lisa Huppe, Director of Transportation	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>04/15/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Nancy L. Clavette, Notary Public</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>5/12/15</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

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

7. RECORDS AND ACCOUNTS.

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

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

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

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

Project Title: NH Clean Diesel Grant Agreement with
Oyster River School District – Replacement School Buses

This Scope of Services describes activities that have been agreed to between the Department of Environmental Services (DES) and Oyster River Cooperative School District, (Vendor Code # 221361) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program.

The project activities will be carried out by Oyster River Cooperative School District (hereinafter referred to as Oyster River), 36 Coe Drive, Durham, NH 03824

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2015.

DES and Oyster River will undertake under this Agreement the purchase three Class 7 school buses.

For the purposes of this Agreement, DES and Oyster River agree as follows:

1. DES shall assign the appropriate staff to coordinate this project with Oyster River.
2. Oyster River agrees to purchase three new school buses as replacements to existing equipment currently in use. The replacement school buses will be put in service within 60 days of scrapping of the replaced school bus.
3. Replacement school buses will meet EPA emission standards in place for 2014 and newer model year heavy-duty school buses.
4. Replacement school buses must be of the same vehicle class as the original vehicle and operate in the same manner over similar routes as the original school bus.
5. DES agrees to reimburse Oyster River a rebate of \$55,000 for the purchase of three school buses. Engineering, project management, or other personnel costs are not eligible expenses.
6. Oyster River agrees to provide DES the following information for the existing school buses to be replaced:
 - a. Annual miles driven
 - b. Annual fuel use
 - c. Annual idling hours
 - d. VIN Engine
 - e. Model Year
 - f. Gross Vehicle Weight
 - g. Vehicle Class
 - h. Manufacturer
 - i. Location(s) of school routes

7. The replaced school buses will be taken out of service no later than 15 days following the placement into service of the replacement vehicle.
8. Oyster River agrees to certify that the replaced school buses each accumulated at least 10,000 miles or more over the most recent 12 months or have been in use for at least three days per week during the current school year.
9. Oyster River agrees to use the replacement school buses in normal service for a period of no less than five (5) years. In the event that Oyster River sells, trades, or surpluses the replacement school buses within five years of the effective date of this contract, the pro-rated depreciated incremental rebate provided by DES will be reimbursed to the State of New Hampshire as specified in the table below:

Project: Oyster River Replacement Rebate

	Percent Value Remaining	Total Program Cost	Value to be Returned to DES (100% Share)
Year 1 value	20	\$11,000.00	\$11,000.00
Year 2 value	16	\$8,800.00	\$8,800.00
Year 3 value	12.8	\$7,040.00	\$7,040.00
Year 4 value	10.2	\$5,632.00	\$5,632.00
Year 5 value	8.2	\$4,505.60	\$4,505.60
Year 10 value	0	\$0.00	\$0.00

Note: Depreciation of total project cost calculated with the double declining balance formula based on a total project cost of \$55,000 for a period of 10 years and a scrap value of \$0 at the end of ten years.

10. Oyster River agrees to
 - a. Register the replacement school buses in accordance with NH law;
 - b. Maintain the replacement school buses in accordance with manufacturer recommendations;
 - c. Not make modifications of the emission controls system on the replacement school buses or engines; and,
 - d. Be available for follow-up inspection of the school buses and related documents for three years after receipt, if requested by DES.
11. Oyster River agrees to scrap the school buses being replaced or render them permanently disabled. The replaced bus may be permanently disabled by:
 - a. Drilling a minimum ½” diameter hole completely through the engine block, and
 - b. Cutting the chassis rail in half.
12. Oyster River agrees to supply proof of scrappage for each bus that must be provided with the payment request. Scrappage documentation must include photos or JPEG images of the following:
 - a. Side profile of the bus
 - b. Vehicle Identification Numbers (VIN)

- c. The engine tag that includes engine serial number and engine family number (if available)
- d. Chassis rail cut in half
- e. Engine block, prior to hole being drilled
- f. Engine block, after hole has been drilled

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

13. Oyster River shall supply a letter on their letterhead confirming the scrappage requirements have been met for each bus. The letter must be signed by the authorized representative listed on the rebate application forms. The letter must include:
- The date the bus has been scrapped
 - The engine model year, engine family name and VIN
 - The name and contact information for the entity that scrapped the bus, if other than the applicant.
14. Oyster River shall submit **Quarterly Project Status Reports** to DES within 15 days after end of the each quarter, beginning with the Effective Date of the Agreement for a period of one year following vehicles acquisitions. Quarterly Project Status Reports shall include sufficient information for DES to estimate the emissions reductions attributable to the buses replacement, including but not limited to:
- a. The amount of fuel used during the preceding quarter and
 - b. The number of miles the vehicle was used in the preceding quarter
 - c. The estimated amount of idling the vehicle experienced in the preceding quarter.
15. Oyster River shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Oyster River shall complete all activities, reports, and work products specified herein.
16. 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.
17. Should Oyster River terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A through the completion date of September 31, 2015, Oyster River will reimburse the State of New Hampshire for any funds received.

**EXHIBIT B
PAYMENT SCHEDULE**

1. Payments under this agreement are not to exceed \$55,000.
2. DES will reimburse Oyster River for eligible expenses in the amount approved by the Governor and Executive Council provided Oyster River is in compliance with all recordkeeping and reporting requirements in Exhibit A.
 - a. Invoices may be submitted for reimbursement upon payment and shall include the following:
 - i. Payment request on Oyster River letterhead with the VIN, engine model year, vehicle class, engine manufacturer, fuel type and cost of the new school bus;
 - ii. A copy of all vendor invoices;
 - iii. A copy of cancelled checks or other documents verifying payment;
 - iv. A copy of the new bus registration;
 - v. Proof of scrappage as per Exhibit A; Section 13; and,
 - vi. Contact information for any questions related to reimbursement requests.
 - vii. Certification by Provider that the replaced school bus accumulated at least 10,000 miles or more over the most recent 12 months or had been in use at least three days per week during the current school year.
 - b. DES will process completed invoices within 30 days of receipt. Evidence of new vehicle registration and old vehicle scrappage must be provided prior to invoice processing.
3. All obligations of DES 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.

For the purposes of this agreement, the following section of the Grant Agreement shall be waived:

- 17. Insurance and Bond.

Certificate of Authority

I, **Susan Caswell, Business Administrator** for the **Oyster River Cooperative School District**, do hereby certify that **Lisa Huppe** is authorized to execute any documents that may be necessary to enter into a contract with the New Hampshire.

IN WITNESS THEREOF, I have hereunto set my hand as the **Business Administrator** of **Oyster River Cooperative School District**, the 16 day of March, 2015.



Signature of Certifying Officer

Notarization

State of **New Hampshire**

County of **Strafford**

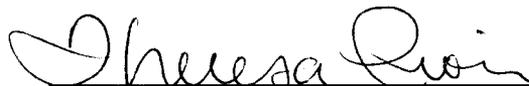
On this the 16 day of March, 2015, before me, Theresa Proia
(Notary Justice/Justice of Peace)

personally appeared Susan Caswell who acknowledged herself to
(Printed Name of Certifying Officer)

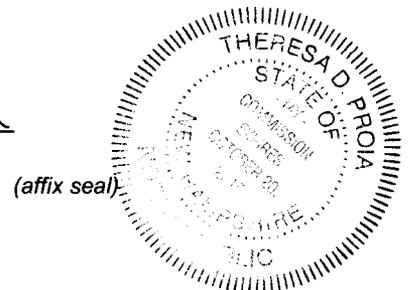
be the **Business Administrator**, of **Oyster River Cooperative School District**

and that she, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Notary Justice/Justice of Peace



Commission Expires: 10/20/15