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The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

April 24, 2020

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 the Town of Lyndeborough, NH, (VC # 159896-B001) for \$66,066 for the partial funding of a diesel fire truck replacement, effective upon Governor and Council approval through May 1, 2021. 60% Federal Funds, 40% VW Settlement Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-443010-2278-072-500572	\$66,066
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 and rebuild of older diesel engines. The new/rebuilt engines must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has \$790,000 available for grants.

A request for proposal (RFP) was conducted from October 9 through November 12, 2019. Eight entities applied for funding. Six proposals were approved for funding (see Attachment A for the scoring results). The Town of Lyndeborough requested partial funding to replace a diesel fire truck.

The DERA program has a mandatory minimum cost share requirement for a replacement vehicle project of 75 percent. NHDES will provide the requested amounts of grants of \$66,066 or not more than 25 percent of the total replacement cost (\$280,000) to the Town of Lyndeborough for the replacement of a fire truck.

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

APR 17 2020


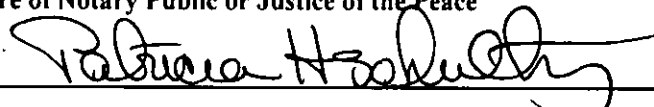
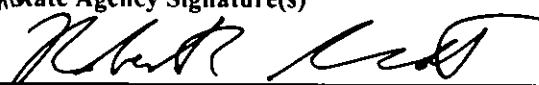

Subject: Town of Lyndeborough, NH Truck Replacement Project AIR RESOURCES DIVISION

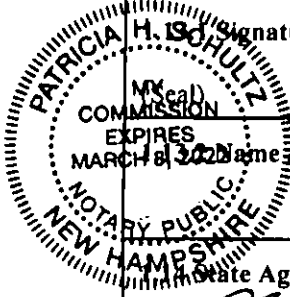
**GRANT AGREEMENT**

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: Town of Lyndeborough, NH		1.4 Grantee Address 9 Citizens Hall Road, Lyndeborough, NH 03082	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 5/1/2021	1.7 Audit Date N/A	1.8 Grant Limitation \$66,066
1.9 Grant Officer for State Agency Jessica Wilcox, Grant Manager NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 6751	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Brian Smith, Fire Chief	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>04/14/2020</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.			
1.14 Signature of Notary Public or Justice of the Peace 			
Name & Title of Notary Public or Justice of the Peace <u>PATRICIA H SCHULTZ NOTARY Public</u> EXPIRES MARCH 8 2022			
1.15 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>6/3/2020</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, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

**12. TERMINATION.**

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

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

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

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

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

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

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

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

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

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

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

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

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

**EXHIBIT A**  
**PROJECT SCOPE OF WORK**

Grant Number: 00A00175-2019-005

Project Title: NH Clean Diesel Program Agreement with  
Town of Lyndeborough, NH – Truck Replacement Project  
Subgrant Program for Diesel Emissions Reduction Projects  
Federal Award Identification Number (FAIN): 00A00175  
(Awarded August 9, 2019)

CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and the Town of Lyndeborough, NH (Vendor Code # 159896-B001) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA). The project activities will be carried out by the Town of Lyndeborough, NH (hereinafter referred to as Lyndeborough), 9 Citizens Hall Road, Lyndeborough, NH 03082.

This agreement will become effective upon approval by Governor and Council. The project completion date is May 1, 2021, with additional reporting requirements through January 2026.

NHDES and Lyndeborough will undertake under this Agreement the replacement of a tanker truck.

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

1. NHDES shall assign the appropriate staff to coordinate this project with Lyndeborough.
2. Lyndeborough shall purchase a tanker truck as a replacement for a model year (MY) 1984 International S-1900 tanker truck identified as 82T2.
3. The replacement truck will be powered by a MY 2019 or newer EPA certified heavy-duty diesel engine.
4. The replacement truck must be of the same vehicle class as the original truck and operate in the same manner over similar routes as the replaced truck.
5. NHDES shall reimburse Lyndeborough 25 percent of the eligible expenses, or \$66,066, whichever is less.
6. By September 30, 2020 Lyndeborough shall provide NHDES with documentation showing the vehicle has been ordered and shall provide copies of any invoices and payments or deposits made to date.

7. Eligible expenses under this grant include the cost of the truck only.
8. 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.
9. Lyndeborough shall provide NHDES with the following information on the truck to be replaced prior to purchasing the new vehicle:
 

a. Annual miles driven	d. Vehicle Identification Number (VIN)	g. Vehicle Class
b. Annual fuel use and fuel type	e. Engine Model Year	h. Engine Manufacturer
c. Annual idling hours	f. Gross Vehicle Weight Rating (GVWR)	i. Engine Serial Number
		j. Engine Family Number
		k. Description of routes or typical use
10. The replaced truck shall be taken out of service no later than 15 days following the placement into service of the replacement vehicle.
11. The replaced truck will be scrapped within 90 days from the date the replacement is put in to service.
12. Lyndeborough shall use the replacement truck in normal service for a period of no less than five (5) years. In the event that Lyndeborough sells or surpluses the replacement truck within five years of the effective date of this contract Lyndeborough 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: Lyndeborough Truck Replacement Grant**

	Percent Value Remaining	Total Grant per Truck	Value to be Returned to NHDES
Year 1 value	20	\$66,066.00	\$13,213.00
Year 2 value	16	\$66,066.00	\$10,571.00
Year 3 value	12.8	\$66,066.00	\$8,456.00
Year 4 value	10.2	\$66,066.00	\$6,739.00
Year 5 value	7.6	\$66,066.00	\$5,021.00

Note: Depreciation of grant is calculated based on a grant of \$66,066.00.

13. Lyndeborough shall:
  - a. Register the replacement truck in accordance with New Hampshire law;
  - b. Maintain the replacement truck in accordance with manufacturer recommendations;

Grantee initials BS7  
Date 4-14-20

- c. Not make modifications of the emission controls system on the replacement truck or engines; and,
  - d. Make the truck and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.
14. Lyndeborough shall scrap the truck being replaced or render it permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engine and the chassis with a two week (minimum) advance notice of the event. The replaced truck may be permanently disabled by:
  - a. Creating a minimum 3" diameter hole completely through the engine block; and
  - b. Cutting the chassis rail in half.
15. Lyndeborough shall supply documentation confirming the scrappage requirements have been met for the truck. 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 truck was scrapped;
  - b. The engine model year, engine family name, engine serial number, and VIN for the truck;
  - c. The name and contact information for the entity that scrapped the truck, if other than the grantee; and
  - d. Photographic images of the following for each truck:
    - i. Side profile of the truck;
    - ii. Vehicle Identification Number (VIN);
    - iii. The engine tag that includes the engine serial number and engine family number (if available);
    - iv. Chassis rail cut in half;
    - v. Engine block prior to destruction; and
    - vi. Engine block after destruction.

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

16. Lyndeborough 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 replacement, including:
  - a. The amount of fuel used during the preceding quarter;
  - b. The number of miles the vehicle was used in the preceding quarter; and
  - c. The estimated amount of idling experienced in the preceding quarter.
17. Lyndeborough shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to:
  - a. The amount of fuel used during the preceding year;

- b. The number of miles the vehicle was used in the preceding year; and
  - c. The estimated amount of idling the vehicle experienced in the preceding year.
18. Lyndeborough shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Lyndeborough shall complete all activities, reports, and work products specified herein.
19. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.
20. Should Lyndeborough terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Lyndeborough will reimburse the State of New Hampshire for any funds received.



**EXHIBIT B  
PAYMENT SCHEDULE**

- 1) Payments under this agreement are not to exceed \$66,066 or 25 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Lyndeborough for eligible expenses provided Lyndeborough 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 Lyndeborough letterhead with the following information for the replacement vehicle and the replaced vehicle:
    - i) Vehicle Identification Number (VIN);
    - 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 registration;
  - e) Proof of scrappage as per Exhibit A; Sections 13-14; and
  - f) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) A copy of all vendor invoices must be submitted by September 30, 2020. Requests submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

**EXHIBIT C  
SPECIAL REQUIREMENTS**

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

# Town of Lyndeborough Certificate of Authorization

The Town of Lyndeborough certifies that Fire Chief Brian Smith is authorized to enter into an agreement between the State of New Hampshire and the Town of Lyndeborough, pertaining to the DERA Grant.

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

  
\_\_\_\_\_  
*Signature*

Russ Boland, Town Administrator  
\_\_\_\_\_  
*Name, Title*

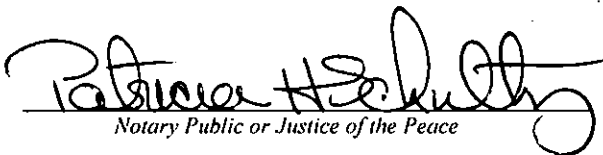
## Notarization

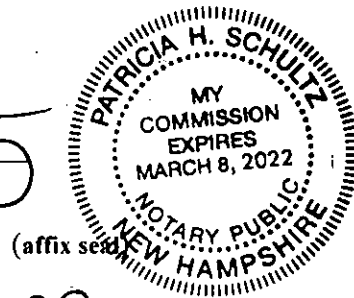
State of New Hampshire, County of Hillsborough. On January 21, 2020  
*Date*

before me, Patricia H. Schultz, the undersigned officer,  
*Name of Notary or Justice of the Peace*

personally appeared Russ Boland who acknowledged himself to be the Town Administrator of the Town of Lyndeborough, New Hampshire, and that he, Town Administrator being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

  
\_\_\_\_\_  
*Notary Public or Justice of the Peace*



Commission Expires: March 8, 2022

- V. **Town Administrator Report:** The DERA grant for the Volvo has been filed and we received documentation they are in receipt of it. Now we are waiting to see how that plays out.

There was correspondence with Chris Brown in regard to logging and Intent to Cut, and he is well aware of the that before he starts logging he has to submit a plan but his latest email said he had not figured it out and stated he will keep the Board informed.

T/A Boland had a conversation with Walter Holland about Memorial Day and he said they are trying to make a decision whether they will have a limited ceremony but will know more by the May 20, 2020 Selectman's meeting and if there is a total cancelation that will give us plenty of time to notify everybody.

The Highway Department effective May 11<sup>th</sup> will go to a 10-hour shifts. They have most of the roads graded. They will be working on Salisbury Road with Mount Vernon next week. The two teams will be working together with Mount Vernon paving their end. T/A Boland questioned Selectman Douglas as to where the pavers are in Francéstown. Selectman Douglas said they are off-site and a contractor is finishing up. Chairman Chamberlain stated there are holes in Wilton Road that need to be addressed before they pave it because it is down into the base. They need to cut it out and replace what is there in-kind which involves putting gravel back, compacting it and putting two inches of asphalt down so there is not a weak point. Selectman McQuade suggested that they should let it settle before they pave it.

There is a little glitch in the DERA Grant in regards to the Fire Department; T/A Boland spoke to Board members independently and noted that this is why meeting minutes are so important. The State of New Hampshire sent back to the Fire Chief the minutes of the January 15 along with the Certificate of Authorized signed by me and notarized on January 21, 2020. If you refer to the minutes of January 15 at the bottom of the page, it says Selectman McQuade made a motion, Selectman Douglas seconded to allow T/A Boland to sign off on the DERA Clean Diesel program and to allow Fire Chief Smith to make contact with them. Everyone T/A Boland spoke to recollected that the motion was to authorize the Fire Chief and myself to sign off on the grant so in consultation with Chief Smith, I had him contact his D.E.R.A contact because he said he thought T/A Boland could just sign it but that would entail it coming back to the Town going through the resigning process, reauthorization and re-notarization and a new motion tonight won't do it either because then they will turn around and say that you signed it prior to having the authorization. So seeing that everyone had the same recollection that the motion was to give us equal authority, I propose the motion in your packet that I make a motion to clarify the motion made; seconded and passed on January 15, 2020 authorizing T/A Boland to sign off on the DERA Clean Diesel Program and to allow Brian Smith to contact them. This motion and vote are on Page 1 of the January 15, 2020 minutes. The true intention, clarification of the motion was to allow either of T/A Boland or Fire Chief Brian Smith to sign any needed documents including the contract with DERA Grant Program. Chairman Chamberlain recollection is that we said either/or can do it similar to signing off on the Dump Truck. Selectman Douglas stated that the intent was that either one of them could do it. The Fire Chief's contact at DES said if you saw fit to make a clarification motion similar to this, it would provide clarification and we would not have to go through the process of signing the contract again. T/A Boland said that if it needs to be accelerated, he will contact Lisa. We have until September to get all the final paperwork in and told them they could anticipate in on the 21<sup>st</sup> after your next meeting.

**VOTE:** Selectman Douglas moved, Selectman McQuade seconded the motion that is in writing, verbally communicated to us on this date by the Town Administrator Russ Boland as written verbatim: "I make a motion to clarify the motion made; seconded and passed on January 15, 2020

authorizing T/A Boland to sign off on the DERA Clean Diesel Program and to allow Brian Smith to contact them. This motion and vote are on page one of the January 15, 2020 minutes. The true intention/clarification of the motion was to allow either T/A Boland or Fire Chief Brian Smith to sign any needed documents including the contract with DERA Grant Program. Chair Chamberlain-Yes, Selectman Douglas-Yes, Selectman McQuade-Yes. Motion passed 3-0.

T/A Boland learned in the last day that Emergency First Responders, Police Officers and Fire Fighters are going to receive Hazardous Duty Pay starting on May 4, 2020, however, it is still in the planning formation and we have not received any solid final information. Full-time employees, defined as over 30 hours per week, will receive \$300 per week and a part-time employee either Police or Fire will receive \$150 per week and non-certified medical people at the Fire Department will receive \$50 per week. This is in the formation stage and the list server will be lit up with all the managers and Town Administrators trying to figure out how this is going to work. We would be reimbursed by the State, it is not part of NH Retirement System, but we do not have that concern because we do not have any full-time Group II employees. The taxes and benefits would have to come from the Town and be reimbursed from the GOFERR from the State. There are a lot of unanswered questions and the Police Department is going to run up \$600 per week and does not know about the Fire Department but could be over \$1000 per week and it is an 8-week period and none of this is budgeted now. I talked to our auditor and she says there is a way for us to account for that and wanted to make the Board aware. I don't have a lot of information or solid information at this point but I will keep you up to date as we move along.

You all have in your packets the budget at the 33% mark of the year, we are 33% spent. The revenues at the 33% mark we are 22% received. That is not as bad as that sounds as we get a lot of the revenues, or have in years past, received the revenues in the middle or toward the end of the year. As far as the expenses we are at 23% at 33% of the year, although good, we cannot celebrate that too much because many of our projects, such as paving, come at the end of the year. We are keeping an exceptionally close eye on that.

Selectman Douglas the support from the Federal Government through the State such as the Block Grant and Rooms and Meals, my understanding as of yesterday, it is highly likely that the money for this year is going to come in. The problem for the State is going to be in 2021 and asked if that was T/A Boland's understanding. T/A Boland replied yes as their Fiscal Year starts in July and stated we have received our second quarter Block Grant. Selectman Douglas stated we need very cognizant of this when we set the budgets this year because he understands the money will not be there next year. Chairman Chamberlain stated it was definitely going to be a concern for the revenues next year and personally is not convinced we are going to get everything this year and T/A Boland expressed he shared this fear.

Selectman Douglas asked T/A Boland to recite to the other Board members the concerns what we talked about in brief on 501(c)(3) with the Ambulance Association. T/A stated that the Ambulance Association failed to file with the Attorney General's Charitable Trust Unit the 501(c)(3) paperwork. Selectman Douglas has been following this carefully and is very concerned about it. There have been emails going back and forth but no one is taking responsibility, no one is standing up and saying I have the paperwork let's file it. To the contrary, they have had several resignations, one was Rob Cole and he sent an email stating that he is no longer associated with them and recommends they file the paperwork. T/A Boland sent an email back to the Town Administrator in Wilton and he said it was not him but a gentleman out of Temple named Paul Jordan who has the paperwork. It is a mess and he does not know if anyone is really handling it at this point. Selectman Douglas said the paperwork has not been filed as appropriate and put us on notice that if it was not followed through with, we will be put on notice

What they should have taken was the Friday 8-11 a.m. The whole point of having the early one was to counter act the fact that Sunday was not available any more. T/A Boland stated he would include all the towns.

Chairman Chamberlain stated that there is zero in the budget in the fuel for the Fire Department. T/A Boland indicated that it usually does not get reconciled every month and that it is an Administrative item. Chairman Chamberlain stated in the budget hearing it was discussed that they needed to do that, Selectman McQuade noted that there were supposed to be fuel slips. Chairman Chamberlain's concern if there is a bunch of stuff hanging out there it is difficult to see where we are at in the budget if we don't have those numbers.

VIII. Non-Public: RSA 91-A:3 II (c&l)

VOTE: Selectman McQuade moved, Selectman Douglas seconded to go into Non-Public Session under RSA 91-A:3 II (c&l). Roll Call: Chairman Chamberlain-Yes, Selectman Douglas-Yes Selectman McQuade-Yes. Motion carried 3-0.

VOTE: Selectman McQuade moved, Selectman Douglas seconded to exit the Non-Public Session at 8:54 p.m. Roll Call: Chairman Chamberlain-Yes, Selectman Douglas-Yes Selectman McQuade-Yes. Motion carried 3-0.

IX. Adjournment: 8:54 p.m.

VOTE: Selectman McQuade moved, Selectman Douglas seconded to adjourn at 8:54 p.m. Roll Call: Chairman Chamberlain-Yes, Selectman Douglas-Yes Selectman McQuade-Yes. Motion carried 3-0.

All scheduled items having been addressed, the public meeting was adjourned at 8:54 p.m.

Next regular meeting: May 20, 2020 at Citizens' Hall at 6:00 p.m.

Lisa Post, Transcriber

Chairman Mark Chamberlain Mark Chamberlain

Selectman Fred Douglas Fred Douglas

Selectman Richard McQuade Richard McQuade



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Town of Lyndeborough 9 Citizens' Hall Road Lyndeborough, NH 03082		<b>Member Number:</b> 228	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 1/6/2020    mpurcell@nhprimex.org
State of New Hampshire Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**ATTACHMENT A**

**2019 New Hampshire Clean Diesel Grant Program**

**Final Scoring Results and Funding Amounts**

<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Funding Amount</b>	<b>Score</b>
NH Division of Ports and Harbors	Portsmouth	\$35,000	95
Town of Whitefield	Whitefield	\$53,500	77
C&J - Jalbert Leasing, Inc.	Portsmouth	\$135,000	74
Pease Development Authority	Portsmouth	\$42,274	72
Town of Lyndeborough FD	Lyndeborough	\$66,066	63
Town of Salem	Salem	\$47,500	62
<b>Not Selected</b>			
D.F. Richard	Dover	\$43,000	54
Town of Farmington	Farmington	\$37,572	52



**ATTACHMENT A (CON'T)**

**Detailed Scoring Results**

<b>Project</b>	<b>Env. Benefit</b>	<b>Cost Effectiveness</b>	<b>Populated Area</b>	<b>Operation in NH</b>	<b>Government Entity</b>	<b>Potential for Success</b>	<b>Other Benefit</b>	<b>Econ. Disadvantaged Community</b>	<b>Clean Fuel</b>	<b>Total</b>
<b>NHDNCR Division of Ports and Harbors</b>	28	19	14	15	10	5	4	0	0	<b>95</b>
<b>Town of Whitefield</b>	15	18	7	15	10	5	2	5	0	<b>77</b>
<b>C&amp;J - Jalbert Leasing, Inc.</b>	22	20	13	6	0	5	4	4	0	<b>74</b>
<b>Pease Development Authority</b>	19	17	2	15	10	5	4	0	0	<b>72</b>
<b>Town of Lyndeborough FD</b>	10	14	3	15	10	4	4	3	0	<b>63</b>
<b>Town of Salem</b>	10	10	11	15	10	5	1	0	0	<b>62</b>
<b>Not Selected</b>										
<b>D.F. Richard</b>	11	16	10	13	0	1	0	1	2	<b>54</b>
<b>Town of Farmington</b>	10	7	3	15	10	4	2	1	0	<b>52</b>

**Reviewers**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Elizabeth Strachan	NHDES Air Resources Division Technical Services Bureau	Transportation Analyst	3
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	28
Joseph Doiron	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	4