



CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

January 17, 2020

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

REQUESTED ACTION

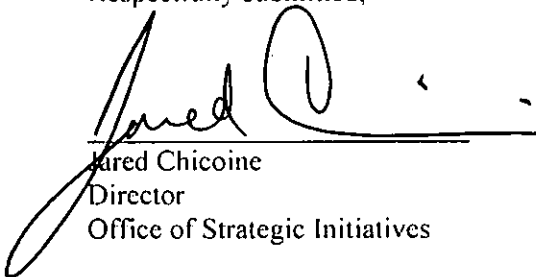
Authorize the Office of Strategic Initiatives (OSI) to enter into a Contract Agreement (CONTRACT) with the Manchester Transit Authority (MTA) Manchester, NH, in the amount not to exceed \$750,000.00 to utilize funding from the Volkswagen Environmental Mitigation Trust (Trust) to partially fund the purchase and replacement of MTA diesel school buses to reduce air pollution, effective upon Governor & Executive Council approval, through June 30, 2021. 100% Volkswagen Funds.

EXPLANATION

OSI requests approval to enter into a CONTRACT with MTA, in an amount not to exceed \$750,000.00. The CONTRACT specifies that the funds will be used to partially fund the purchase and replacement of MTA diesel school buses. The CONTRACT also clarifies the tasks to be completed to ensure funds are used in compliance with the terms of the Trust. The Office of Strategic Initiatives will not be holding any of the Volkswagen Environmental Mitigation Trust funds in its accounts. All funds will be transferred directly from Wilmington Trust to MTA directly. These projects will be administered by MTA.

In the event Volkswagen Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Jared Chicoine
Director
Office of Strategic Initiatives

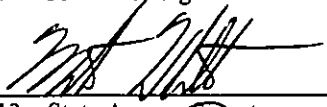
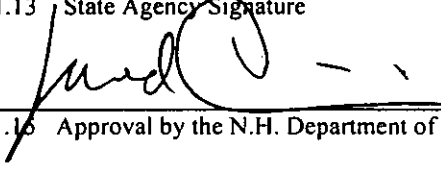

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

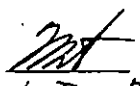
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, 3 rd Floor Concord, New Hampshire 03301	
1.3 Contractor Name Manchester Transit Authority		1.4 Contractor Address 110 Elm St, Manchester, NH 03101	
1.5 Contractor Phone Number (603) 623-8801	1.6 Account Number	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$750,000.00
1.9 Contracting Officer for State Agency Jared Chicoine		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature  Date: 10-Jan-2020		1.12 Name and Title of Contractor Signatory Michael Whitten, Executive Director	
1.13 State Agency Signature  Date: 1/16/2020		1.14 Name and Title of State Agency Signatory Jared Chicoine, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/16/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 10-Jan-2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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 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.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

1. Contract Agreement (CONTRACT) between the New Hampshire Office of Strategic Initiatives (hereinafter OSI) and the Manchester Transit Authority (hereinafter MTA) regarding use of Volkswagen Mitigation Trust Funds to replace certain MTA school buses.
2. The purpose of this CONTRACT is to partially fund the replacement of MTA diesel school buses to reduce air pollution. Funds are available via New Hampshire's Volkswagen Mitigation Trust Agreement for State Beneficiaries (VW Trust). Total funding shall not exceed \$750,000.00. Funds shall be available to MTA upon approval by the Governor and Executive Council through June 30, 2021.
3. The parties to this CONTRACT are OSI and MTA. The New Hampshire Department of Environmental Services (NHDES) will be the recipient of certain data on behalf of or in conjunction with OSI as specified within this CONTRACT, per the terms of a separate agreement between OSI and NHDES.
4. This CONTRACT may be terminated for good cause by either of the parties or by agreement of the parties if both parties agree, with the provision for orderly termination of the project. Termination of the CONTRACT 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.
5. This CONTRACT will become effective upon approval by Governor and Council through June 30, 2021, with reporting requirements to continue as specified herein.

EXHIBIT B

Scope of Services

1. OSI shall assign the appropriate staff to coordinate this project with MTA.
2. The Scope of Work consists of replacement of existing MTA diesel school buses under the terms and specifications in **Attachment 1**.
3. VW Trust shall reimburse MTA approximately fifty-two (52) percent of eligible expenses, or \$750,000.00, whichever is less.
4. Eligible expenses shall include:
 - a. Cost of replacement school buses (including cab, chassis and body)
 - b. Cost of the direct replacement of vehicle accessories that are legally necessary for the operation of the vehicle for its intended use as a school bus and that existed on the vehicle being replaced and for which the case can be made that they are necessary.
5. Ineligible expenses shall include, but are not limited to:
 - a. Optional vehicle components or add-ons (such as racks, lights, tool boxes, etc.);
 - b. Vehicle registration;
 - c. Scrappage of replaced vehicle, engineering or project management; and
 - d. Personnel costs
6. MTA shall provide the following information on the school buses to be replaced to OSI and NHDES:

<ol style="list-style-type: none">a. Annual miles drivenb. Annual fuel use and fuel typec. Annual idling hoursd. Vehicle Identification Number (VIN)e. Engine Model Year	<ol style="list-style-type: none">f. Gross Vehicle Weight Rating (GVWR)g. Vehicle Classh. Engine Manufactureri. Engine Serial Numberj. Description of routes or typical use
--	---

7. MTA shall not take delivery of a replacement school bus prior to written approval from OSI that the proposed school bus replacement is eligible under the terms of this CONTRACT and the terms of the VW Trust requirements.
8. The replaced school bus shall be taken out of service no later than 15 days of the replacement school bus being placed into service.
9. MTA shall use the replacement school buses in normal service for a period of no less than five (5) years. In the event that MTA sells or surpluses a replacement school bus within five years of the effective date of this CONTRACT, MTA shall follow the guidelines set forth in 2 CFR §200.313, and shall reimburse OSI in accordance with the following double declining balance depreciation formula:

Year School Bus is Sold	Percent of funding to be returned to NHOSI
1	20.0
2	16.0
3	12.8
4	10.2
5	8.2

This section shall not apply in the case of a total loss due to collision, fire or other accident.

10. MTA shall:

- a. Register the replacement school bus in accordance with New Hampshire law;
- b. Maintain the replacement school bus in accordance with manufacturer recommendations;
- c. Make no modifications to the emission controls system on the replacement school bus or engine; and
- d. Make the school bus and any operation and service documents (including maintenance records) available for follow-up inspection for five years from date of its placement in service, if requested by OSI.

11. All replaced school buses shall be scrapped as defined in Attachment 1 to this CONTRACT within 120 days from the date the replacement is put into service. OSI and NHDES shall be allowed the opportunity to witness the destruction of the school bus engine and chassis by MTA providing a two week (minimum) advance notice of the event.

12. MTA shall submit to OSI and NHDES documentation confirming the scrappage requirements have been met including:

- a. The date the school bus was disabled/scrapped;
- b. Confirmation of the engine model year, engine family name, engine serial number, and VIN;

Exhibits A, B & C
 Initials *mt*
 Date *10-30-2020*
 Page 3 of 6

- c. The name and contact information for the entity that scrapped the school buses, if other than MTA; and
- d. Photographic images of the following:
 - Side profile of the school bus;
 - Vehicle Identification Number (VIN);
 - The engine tag that includes the engine serial number and engine family number (if available);
 - Chassis rail cut in half;
 - Engine block prior to hole being burned, drilled or punctured; and
 - Engine block after hole has been burned, drilled or punctured.

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

13. MTA shall submit **Quarterly Project Status Reports** to OSI and NHDES within 15 days after the end of each calendar quarter, beginning with the effective date of the CONTRACT for a period of one year following acquisition of the school buses. Quarterly Project Status Reports shall be in a mutually agreed upon format and include sufficient information for NHDES to estimate the emissions reductions attributable to any school bus replaced under the terms of this CONTRACT, including the following for each school bus:
 - a. The amount of fuel used during the preceding quarter;
 - b. The number of miles or hours the school bus was used in the preceding quarter; and
 - c. The estimated hours of idling experienced in the preceding quarter.
14. MTA shall submit **Annual Project Status Reports** to OSI and NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of four years including, but not limited to, the following for each school bus:
 - a. The amount of fuel used during the preceding year;
 - b. The number of miles or hours the school bus was used in the preceding year; and
 - c. The estimated hours of idling the school bus experienced in the preceding year.
15. MTA shall not use grant funds for any costs not specified in this scope of work. MTA shall complete all activities, reports, and work products specified herein.

ATTACHMENT 1

Projects shall conform to all relevant requirements of the VW Trust including the following:

Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Buses)" shall mean vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 14,001 lbs. used for transporting people.

"Scrapped" shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any eligible vehicle will be replaced as part of an eligible project, scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half.

Eligible Buses include 2009 engine model year or older class 4-8 school buses, shuttle buses, or transit buses.

Eligible Buses must be scrapped.

Eligible Buses may be Repowered with any new diesel or Alternate Fueled or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Bus Mitigation Action occurs or one engine model year prior.

EXHIBIT C

Payment Terms

1. Requests for payment shall be submitted on MTA letterhead to OSI and NHDES and shall include:
 - a. The following information for both the new and replaced school buses:
 - Vehicle Identification Number;
 - Engine and vehicle model year;
 - Engine and vehicle manufacturer;
 - Engine serial number;
 - Vehicle class; and
 - Fuel type;
 - b. A copy of all vendor invoices;
 - c. Documentation verifying payment to the vendor;
 - d. Contact information for any questions related to reimbursement requests.
2. A copy of the new school bus registration and proof of scrappage of the replaced school bus shall be submitted to OSI and NHDES within 120 days of the new school bus being put into service.
3. OSI will submit appropriate forms to the Trustee of the VW Trust requesting release of funds to MTA within 15 days of receiving a request for payment, provided MTA is in compliance with all recordkeeping and reporting requirements in the Scope of Work.
4. All obligations of OSI and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

CERTIFICATE OF VOTE

I, Michael Whitten hereby certify that I am duly elected Member/Officer
(Name)
of Manchester Transit Authority, a municipal transit authority established pursuant to the laws of the State
of New Hampshire (RSA 38-A). I hereby certify the following is a true copy of a vote taken at a meeting
of the Board of Directors/members, duly called and held on 26-Apr, 20 16, at which a
quorum of the Directors/members were present and voting.

VOTED: That Michael Whitten, Executive Director, is duly authorized to enter into contracts or
(Name and Title)
agreements on behalf of Manchester Transit Authority with the State of New Hampshire and any
(Name of Municipal Transit Authority)
of its agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I HEREBY CERTIFY that said vote has not been amended or repealed and remains in full force and effect
as of the date of the contract to which this certificate is attached. This authority
remains valid until June 30, 2021. I further certify that it is understood that the State of New Hampshire
(Contract termination date)
will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s)
indicated and that they have full authority to bind the municipal transit authority. To the extent that there
are any limits on the authority of any listed individual to bind the municipal transit authority in contracts
with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary/Officer of the corporation
this 10 day of January, 20 20.

[Signature]
Member/Officer

STATE OF NH
COUNTY OF Merrimack

On this 10 day of January, 20 20, before me, Mike Whitten the
undersigned Officer, personally appeared 118 Elm St. Manchester, NH who acknowledged her/himself
to be a Executive Director of Manchester Transit Authority, a municipal transit authority and that
(Title of position)
she/he as such being authorized to do so, executed the foregoing instrument for the purposes therein
contained.

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

[Signature]
Notary Public/Justice of the Peace

Commission Expiration Date: 1/28/20

RYAN P RENAULD-SMITH
Notary Public, State of New Hampshire
My Commission Expires Jan. 28, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2020

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan PHONE (A/C, No, Ext): (803) 869-3218 FAX (A/C, No): (803) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
INSURED Manchester Transit Authority 110 Elm St Manchester NH 03101-2716		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL, BA & Umb **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2002970	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 100,000 GENERAL AGGREGATE \$ 100,000 PRODUCTS - COMP/OP AGG \$ 100,000 Sexual Abuse Coverage \$ 1,000,000
A	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		PHPK2002958	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB682743	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Office of Strategic Initiatives 107 Pleasant Street Johnson Hall Concord NH 03301	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 
--	--