The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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March 23, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **retroactive** Grant Agreement with the City of Berlin, NH (VC# 177362-B003) in the amount of $44,076 for partial funding for replacement of a truck and snow blower, effective as of August 1, 2020 through September 30, 2021, upon Governor and Council approval. 45% Federal Funds, 55% VW Settlement Funds.

Funding is available in the account as follows:

	FY 2021
03-44-44-443010-2278-072-500572 Dept. of Environmental Services, DERA Funds, Grants Federal	$44,076

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 equipment. The new diesel engines must meet more stringent emissions standards. This requested action is **retroactive**. The initial project manager left employment with Berlin during the summer of 2020, prior to completion of the grant agreement and approval by the Executive Council. NHDES subsequently contacted the City Manager who assumed responsibility for this project to continue development of the Agreement. NHDES learned that the former project manager had ordered the equipment before he left because he thought he had clearance to do so. The equipment required a long lead time for delivery and he wanted to ensure that reliable equipment would be available for municipal trash and snow removal services during the winter season.

Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has $750,000 available for grants. A request for proposal (RFP) was conducted from April 9 through June 3, 2020. Sixteen entities applied for funding. Seven proposals

were approved for funding (see Attachment A for the scoring results). The City of Berlin requested partial funding to replace a diesel truck and a diesel snow blower.

The existing truck, which is 22 years old and has 151,186 miles, is rusted and burns an extreme amount of oil. The existing snow blower, which is also 22 years old and has 5,287 hours of use, has several frame cracks and leaking fuel lines. The replacement snow blower was delivered in early December 2020 and the truck is due to be delivered in March 2021. Neither piece of equipment had been paid for as of January 7, 2021.

The DERA program has a mandatory minimum cost share requirement for replacement vehicle and non-road equipment projects of 75 percent. NHDES will provide the lesser of $44,076 or 25 percent of the total replacement cost ($176,305) to the City of Berlin for the replacement of the truck and snow blower.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available General Funds will not be requested to support this program.

We respectfully request your approval.

Robert R. Scott
Commissioner

Subject: City of Berlin, NH Truck & Snow Blower Replacement Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: City of Berlin, NH		**1.4 Grantee Address** 168 Main S., Berlin, NH 03570	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** 9/30/2021	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $44,076
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** James Wheeler, City Manager	

1.13 Acknowledgment: State of New Hamashire **, County of** Coos

On 12 11 12020 **,** 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 SUSAN TREMBLAY, Notary Public
My Commission Expires February 6, 2024

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: **Attorney, On:** 3/24/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Contractor Initials JAW
Date 12/1/20

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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS AND ACCOUNTS.

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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA; ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

10. CONDITIONAL NATURE OF AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

Contractor Initials JAW
Date 12/1/20

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 subgranteed 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 of modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

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

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

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any

third parties and this Agreement shall not be construed to confer any such benefit.

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

Contractor
Initials JAW
Date 12/1/20

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00175-2019-010
Project Title: NH Clean Diesel Program Agreement with
City of Berlin, NH – Truck & Snow Blower 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 City of Berlin, NH (Vendor Code # 177362 B003) 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 City of Berlin, NH (hereinafter referred to as Berlin), 168 Main St., Berlin, NH 03570.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2021, with additional reporting requirements through January 2026.

NHDES and Berlin will undertake under this Agreement the replacement of a truck and a snow blower.

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

1. NHDES shall assign the appropriate staff to coordinate this project with Berlin.

2. Berlin shall purchase a truck as a replacement for a model year (MY) 1999 Freightliner L7501 garbage packer and a snow blower as a replacement for a MY 1999 RPM Tech LM-220 275 horsepower snow blower.

3. The replacement truck and snow blower will be powered by a MY 2021 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 Berlin 25 percent of the eligible expenses, or $44,076, whichever is less.

6. Eligible expenses under this grant include the purchase cost of the truck and the snow blower only.

Grantee initials JAW
Date 12/1/20

7. Other expenses including, but not limited to, "optional" components or "add-ons" to the vehicles, vehicle registrations, scrappage of replaced vehicles, engineering, project management, and personnel costs are not eligible expenses.

8. Berlin shall provide NHDES with the following information on the truck and snow blower to be replaced prior to purchasing the new vehicle and snow blower:

   a. Annual miles driven/operating hours
   b. Annual fuel use and fuel type
   c. Annual idling hours
   d. Vehicle Identification Number (VIN)
   e. Engine Model Year
   f. Gross Vehicle Weight Rating (GVWR)
   g. Vehicle Class
   h. Engine Manufacturer
   i. Engine Serial Number
   j. Engine Family Number
   k. Description of routes or typical use

9. The replaced truck and snow blower shall be taken out of service no later than 15 days following the placement into service of the replacement vehicle and snow blower.

10. The replaced truck and snow blower will be scrapped within 90 days from the date the replacements are put in to service.

11. Berlin shall use the replacement truck and snow blower in normal service for a period of no less than five (5) years. In the event that Berlin sells or surpluses the replacement truck or snow blower within five years of the effective date of this contract Berlin 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: Berlin Truck & Snow Blower Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	$44,076.00	$8,815.00
Year 2 value	16	$44,076.00	$7,052.00
Year 3 value	12.8	$44,076.00	$5,641.00
Year 4 value	10.2	$44,076.00	$4,495.00
Year 5 value	7.6	$44,076.00	$3,349.00

Note: Depreciation of grant is calculated based on a grant of $44,076.00.

12. Berlin shall:
    a. Register the replacement truck and snow blower in accordance with New Hampshire law;
    b. Maintain the replacement truck and snow blower in accordance with manufacturer recommendations;

Grantee initials JAW
Date 12/1/20

c. Not make modifications of the emission controls system on the replacement truck and snow blower or engines; and,
d. Make the truck and snow blower and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.

13. Berlin shall scrap the truck and snow blower being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines and the chassis with a two week (minimum) advance notice of the event. The replaced truck and snow blower 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.

14. Berlin shall supply documentation confirming the scrappage requirements have been met for the truck and snow blower. 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 and snow blower were scrapped;
    b. The engine model year, engine family name, engine serial number, and VIN for the truck and snow blower;
    c. The name and contact information for the entity that scrapped the truck and snow blower, if other than the grantee; and
    d. Photographic images of the following for the truck and snow blower:
        i. Side profiles of the truck and snow blower;
        ii. Vehicle Identification Numbers (VIN);
        iii. The engine tags that includes the engine serial number and engine family number (if available);
        iv. Chassis rails cut in half;
        v. Engine blocks prior to destruction; and
        vi. Engine blocks after destruction.

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

15. Berlin 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 and snow blower replacements, including:
    a. The amount of fuel used during the preceding quarter;
    b. The number of miles/operating hours the vehicle and snow blower were used in the preceding quarter; and
    c. The estimated amount of idling experienced in the preceding quarter.

16. Berlin 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:

Grantee initials JAW

Date 12/1/20

a. The amount of fuel used during the preceding year;
b. The number of miles/operating hours the vehicle and snow blower were used in the preceding year; and
c. The estimated amount of idling the vehicle and snow blower experienced in the preceding year.

17. Berlin shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Berlin shall complete all activities, reports, and work products specified herein.

18. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.

19. Should Berlin terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Berlin will reimburse the State of New Hampshire for any funds received.

Grantee initials JAW

Date 12/1/20

EXHIBIT B
PAYMENT SCHEDULE

1) Payments under this agreement are not to exceed $44,076 or 25 percent of eligible project costs, whichever is less.

2) NHDES will reimburse Berlin for eligible expenses provided Berlin 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 Berlin letterhead with the following information for the replacement vehicle and snow blower and the replaced vehicle and snow blower:
      i) Vehicle Identification Numbers (VIN);
      ii) Engine, vehicle, and snow blower model years;
      iii) Engine, vehicle, and snow blower manufacturers;
      iv) Engine serial numbers;
      v) Engine family numbers;
      vi) Vehicle's class and snow blower's horsepower and Tier level
      vii) Fuel type; and
      viii) The purchase cost of vehicle and snow blower replacements.
   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 and snow blower registrations;
   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) Invoices must be submitted by September 30, 2021. Requests submitted after this date may be denied.

6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

Grantee initials TAW
Date 12/1/20

EXHIBIT C
SPECIAL REQUIREMENTS

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

Grantee initials JAW

Date 12/1/20

EXHIBIT A
PROJECT SCOPE OF WORK

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Project Title: NH Clean Diesel Program Agreement with
City of Berlin, NH – Truck & Snow Blower Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00175
(Awarded August 9, 2019)
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The project activities will be carried out by the City of Berlin, NH (hereinafter referred to as Berlin), 168 Main St., Berlin, NH 03570.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2021, with additional reporting requirements through January 2026.

NHDES and Berlin will undertake under this Agreement the replacement of a truck and a snow blower.

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

1. NHDES shall assign the appropriate staff to coordinate this project with Berlin.

2. Berlin shall purchase a truck as a replacement for a model year (MY) 1999 Freightliner L7501 garbage packer and a snow blower as a replacement for a MY 1999 RPM Tech LM-220 275 horsepower snow blower.

3. The replacement truck and snow blower will be powered by a MY 2021 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 Berlin 25 percent of the eligible expenses, or $44,076, whichever is less.

6. Eligible expenses under this grant include the purchase cost of the truck and the snow blower only.

Grantee initials JAW
Date 12/1/20

7. Other expenses including, but not limited to, "optional" components or "add-ons" to the vehicles, vehicle registrations, scrappage of replaced vehicles, engineering, project management, and personnel costs are not eligible expenses.

8. Berlin shall provide NHDES with the following information on the truck and snow blower to be replaced prior to purchasing the new vehicle and snow blower:

   a. Annual miles driven/operating hours
   b. Annual fuel use and fuel type
   c. Annual idling hours
   d. Vehicle Identification Number (VIN)
   e. Engine Model Year
   f. Gross Vehicle Weight Rating (GVWR)
   g. Vehicle Class
   h. Engine Manufacturer
   i. Engine Serial Number
   j. Engine Family Number
   k. Description of routes or typical use

9. The replaced truck and snow blower shall be taken out of service no later than 15 days following the placement into service of the replacement vehicle and snow blower.

10. The replaced truck and snow blower will be scrapped within 90 days from the date the replacements are put in to service.

11. Berlin shall use the replacement truck and snow blower in normal service for a period of no less than five (5) years. In the event that Berlin sells or surpluses the replacement truck or snow blower within five years of the effective date of this contract Berlin 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: Berlin Truck & Snow Blower Replacement Grant

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Year 5 value	7.6	$44,076.00	$3,349.00

Note: Depreciation of grant is calculated based on a grant of $44,076.00.

12. Berlin shall:
    a. Register the replacement truck and snow blower in accordance with New Hampshire law;
    b. Maintain the replacement truck and snow blower in accordance with manufacturer recommendations;

Grantee initials JAW

Date 12/1/20

c. Not make modifications of the emission controls system on the replacement truck and snow blower or engines; and,
d. Make the truck and snow blower and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.

13. Berlin shall scrap the truck and snow blower being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines and the chassis with a two week (minimum) advance notice of the event. The replaced truck and snow blower 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.

14. Berlin shall supply documentation confirming the scrappage requirements have been met for the truck and snow blower. 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 and snow blower were scrapped;
    b. The engine model year, engine family name, engine serial number, and VIN for the truck and snow blower;
    c. The name and contact information for the entity that scrapped the truck and snow blower, if other than the grantee; and
    d. Photographic images of the following for the truck and snow blower:
        i. Side profiles of the truck and snow blower;
        ii. Vehicle Identification Numbers (VIN);
        iii. The engine tags that includes the engine serial number and engine family number (if available);
        iv. Chassis rails cut in half;
        v. Engine blocks prior to destruction; and
        vi. Engine blocks after destruction.

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

15. Berlin 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 and snow blower replacements, including:
    a. The amount of fuel used during the preceding quarter;
    b. The number of miles/operating hours the vehicle and snow blower were used in the preceding quarter; and
    c. The estimated amount of idling experienced in the preceding quarter.

16. Berlin 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/operating hours the vehicle and snow blower were used in the preceding year; and
c. The estimated amount of idling the vehicle and snow blower experienced in the preceding year.

17. Berlin shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Berlin shall complete all activities, reports, and work products specified herein.

18. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.

19. Should Berlin terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Berlin will reimburse the State of New Hampshire for any funds received.

Grantee initials JAW

Date 12/1/20

EXHIBIT B
PAYMENT SCHEDULE

1) Payments under this agreement are not to exceed $44,076 or 25 percent of eligible project costs, whichever is less.

2) NHDES will reimburse Berlin for eligible expenses provided Berlin 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 Berlin letterhead with the following information for the replacement vehicle and snow blower and the replaced vehicle and snow blower:
      i) Vehicle Identification Numbers (VIN);
      ii) Engine, vehicle, and snow blower model years;
      iii) Engine, vehicle, and snow blower manufacturers;
      iv) Engine serial numbers;
      v) Engine family numbers;
      vi) Vehicle's class and snow blower's horsepower and Tier level
      vii) Fuel type; and
      viii) The purchase cost of vehicle and snow blower replacements.
   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 and snow blower registrations;
   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) Invoices must be submitted by September 30, 2021. Requests submitted after this date may be denied.

6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

Grantee initials TGW
Date 12/1/20

EXHIBIT C
SPECIAL REQUIREMENTS

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

Grantee initials TMW

Date 12/1/20

City of Berlin

Certificate of Authorization

The City of Berlin certifies that James A. Wheeler is authorized to enter into an agreement between the State of New Hampshire and the City of Berlin pertaining to the DES DERA Grant

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

Signature

Shelli Fortin, City Clerk

Notarization

State of New Hampshire, County of Coos. On December 1, 2020 before me,

Susan Tremblay, the undersigned officer, personally appeared Shelli Fortin who acknowledged herself
Name of Notary

to be the City Clerk of the City of Berlin, New Hampshire, and that she, City Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

(affix seal)

Commission Expires:

SUSAN TREMBLAY, Notary Public
My Commission Expires February 6, 2024

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability (Occurrence Form)**	7/1/2020	7/1/2021	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	$ 5,000,000
	Any auto			Aggregate	$ 5,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2020	7/1/2021	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: Mary Beth Purcell
State of New Hampshire Department of Environmental Services 29 Hazen Dr, PO Box 95 Concord, NH 03302			Date: 10/19/2020 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

A RESOLUTION
2020-25

City of Berlin
NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty

A RESOLUTION authorizing the City Manager to apply for and accept a grant from the NH Department of Environmental Services Clean Diesel Grant Program for 25% (or up to $118,600.00) of the cost of replacing outdated Public Works equipment.

Resolved by the City Council of the City of Berlin as Follows:

Whereas, the New Hampshire Department of Environmental Services has grant funds available 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) for up to 25% of the cost of outdated equipment; and

Whereas, Berlin is in need of replacements for a 1999 Freightliner garbage packer and a 1999 snowblower and may further choose to replace a 2001 International salt truck.

Whereas, the grant specifies that the replaced truck(s) and snowblower shall be taken out of service no later than 15 days following the placement into service of the replacement vehicles and will be scrapped within 90 days from the date the replacements are put in to service.

Now Therefore Be It Resolved, by the Mayor and City Council that a grant in the amount of 25% or up to $118,600.00 is hereby authorized and upon receipt, such funds shall be appropriated to the Public Works Department for equipment replacement.

Be it further resolved that the terms of the grant agreement are accepted as presented and the City Manager is authorized to do all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

PASSED: 11/2/2020
November 2, 2020

ATTEST: Shelli Fortin
Shelli Fortin, City Clerk

APPROVED: _____
Paul Grenier, Mayor

A True Copy, Attest Shelli Fortin
City Clerk
Berlin, NH
Date 12/1/20

ATTACHMENT A
2019 New Hampshire Clean Diesel Grant Program
Round 2 Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Fall Mountain Regional School District	Langdon	$24,375	90
City of Berlin	Berlin	$118,600	82
Town of Barnstead	Barnstead	$46,250	75
Town of Lisbon	Lisbon	$19,659	73
Not Selected			
Town of Barrington	Barrington	$40,000	Withdrawn
Town of Salem	Salem	$31,446	Withdrawn
Eversource	Manchester	$282,982	Withdrawn
Town of Salem	Salem	$54,313	66
Town of Swanzey	Swanzey	$20,410	61
City of Dover	Dover	$61,797	59
Town of Lisbon	Lisbon	$14,620	59
Town of Farmington	Farmington	$34,467	58
Town of Lisbon	Lisbon	$13,706	55
Town of Lyndeborough	Lyndeborough	$41,527	51
Town of Swanzey	Swanzey	$22,035	51

ATTACHMENT A (continued)
Detailed Scoring Results

Project	Env. Benefit	Cost Effectiveness	Populated Area	Operation in NH	Government Entity	Potential for Success	Other Benefit	Econ. Disadvantaged Community	Clean Fuel	Total
Fall Mountain Regional School District	25	17	15	15	10	4	1	3	0	**90**
City of Berlin	30	9	7	15	10	5	1	5	0	**82**
Town of Barnstead	24	15	0	15	10	5	1	5	0	**75**
Eversource	21	8	15	15	0	5	5	3	3	**75**
Town of Lisbon	20	20	0	15	10	1	5	0	2	**73**
Town of Salem	21	13	10	15	10	4	0	0	0	**73**
Town of Barrington	20	13	3	15	10	5	0	0	0	**66**
Not Selected										
Town of Salem	16	10	10	15	10	4	1	0	0	**66**
Town of Swanzey	12	13	0	15	10	5	1	5	0	**61**
City of Dover	7	5	15	15	10	2	0	5	0	**59**
Town of Lisbon	10	16	0	15	10	1	5	0	2	**59**
Town of Farmington	14	11	3	15	10	5	0	0	0	**58**
Town of Lisbon	8	14	0	15	10	1	5	0	2	**55**
Town of Lyndeborough	12	7	1	15	10	5	1	0	0	**51**
Town of Swanzey	7	8	0	15	10	5	1	5	0	**51**

Reviewers

Name	Agency/Organization	Title	Years of Experience
Jessica Wilcox	NHDES Air Resources Division Technical Services Bureau Mobile Source Section	Grants Program Manager	3
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	28
Lisa Cota-Robles	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	2
Timothy White	NHDES Air Resources Division Technical Services Bureau	Mobile Source Section Supervisor	4