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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

April 6, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with Two Devine Lobster Company, LLC, Hampton Falls, NH (VC# 346061-B001) totaling $38,000 for partial funding of a commercial fishing boat marine engine replacement, effective upon Governor and Council approval through September 30, 2021. 45% Federal Funds, 55% VW Settlement Funds.

Funding is available in the account as follows:

	FY 2021
03-44-44-443010-2278-072-500572	$38,000
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of marine diesel engines. The new engine must meet more stringent emissions standards. 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 October 1 through November 16, 2020. Seventeen entities applied for funding. Two proposals were approved for funding (see Attachment A for the scoring results). Two Devine Lobster Company requested partial funding to replace one diesel marine engine powering a commercial fishing boat.

Two Devine Lobster Company's project will replace the engine in a 1999 Magna Marine commercial fishing vessel. The existing engine, which operates in a saltwater environment, is in fair condition, has 10,200 hours of operation, has some rust beginning to show and is starting to burn oil. Additional wear is put on the engine through its use as a fishing vessel when it is frequently put in and out of gear to maintain a position over a particular fishing area. As the estimated life of this type of engine is 10,000 to 12,000 hours, it must soon undergo a major rebuild or be replaced. Because this engine is the sole available power source for the boat, it is essential that it be reliable.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

The DERA program has a mandatory minimum cost share requirement for an engine replacement project of 60 percent. NHDES will provide a grant of $38,000 or 40 percent, whichever is less, of the total replacement cost (estimated at $95,000) to Two Devine Lobster Company, LLC for the replacement of a marine engine.

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: Two Devine Lobster Company, LLC
Commercial Fishing Boat Marine Engine 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: Two Devine Lobster Company, LLC		**1.4 Grantee Address** 10 Mill Lane, Hampton Falls, NH 03844	
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** $38,000.00
1.9 Grant Officer for State Agency Jessica Wilcox, Transportation Program Specialist NH Department of Environmental Services		**1.10 State Agency Telephone Number** (603) 271-6751	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Chris Devine, Member	

1.13 Acknowledgment: State of New Hampshire, **County of** Rockingham

On 2/19/2021, 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)

Patrick J. Devine
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES October 7, 2025
NOTARY PUBLIC

1.13.2 Name & Title of Notary Public or Justice of the Peace

Patrick J Devine

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:** 4/7/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Contractor Initials CMD
Date 2/19/21

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

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

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

9. **DATA: RETENTION OF DATA; ACCESS.**

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

Contractor Initials CMD
Date 2/19/21

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

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

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

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

12. **TERMINATION.**

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

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

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

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

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

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

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or 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 AMD
Date 2/19/21

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00175-2020-002
Project Title: NH Clean Diesel Program Agreement with
Two Devine Lobster Company, LLC
Commercial Fishing Boat Marine Engine Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00175
(Awarded September 21, 2020)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Two Devine Lobster Company, LLC in Hampton Falls, NH (Vendor Code #346061) for a commercial fishing boat marine engine 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 in Hampton Falls, NH by the Two Devine Lobster Company, LLC (hereinafter referred to as Two Devine Lobster Company), 10 Mill Lane, Hampton Falls, NH 03844.

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

NHDES and Two Devine Lobster Company will undertake under this Agreement the replacement of a commercial fishing boat marine engine.

For the purposes of this Agreement, NHDES and Two Devine Lobster Company agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with Two Devine Lobster Company.

2. Two Devine Lobster Company shall replace a diesel engine in a 1999 Magna Marine Boat (Commercial Fishing Vessel) currently in use.

3. The replacement engine shall meet the Environmental Protection Agency's Tier 3 or Tier 4 emission standards for 2021 and newer model year marine compression-ignition engines.

4. The replacement engine horsepower must be the same as, or no greater than 25 percent more than, that of the replaced engine, and the boat must operate in the same manner as when operated by the replaced engine.

Grantee initials CMD
Date 2/19/21

5. NHDES shall reimburse Two Devine Lobster Company 40 percent of the eligible expenses, or $38,000.00, whichever is less.

6. Eligible expenses under this grant include the cost of the replacement engine, and labor and any additional parts necessary to complete the installation of the engine.

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

8. Two Devine Lobster Company shall provide NHDES with the following information on the engine to be replaced prior to purchasing the new engine:

   a. Annual operating hours
   b. Annual fuel use and fuel type
   c. Annual idling hours
   d. Engine Model Year
   e. Engine Manufacturer
   f. Engine Serial Number
   g. Description of routes or typical use

9. Two Devine Lobster Company must certify that the engine to be replaced has accumulated at least 1,000 operating hours over the most recent 12 months. This information must be submitted to and accepted by NHDES prior to any work proceeding on the engine replacement.

10. The replaced engine shall be taken out of service no later than 15 days following the placement into service of the replacement engine.

11. The replaced engine will be scrapped within 90 days from the date the replacement is put into service.

12. Two Devine Lobster Company shall use the replacement engine in normal service for a period of no less than five (5) years. In the event that Two Devine Lobster Company discontinues use of, sells or surpluses the replacement engine within five years of the effective date of this contract Two Devine Lobster Company 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: Two Devine Lobster Company Marine Engine Replacement Grant

	Percent Value Remaining	Total Grant	Value to be Returned to NHDES
Year 1 value	20	$38,000.00	$7,600.00
Year 2 value	16	$38,000.00	$6,080.00

Grantee initials CMD

Date 2/19/21

Year 3 value	12.8	$38,000.00	$4,864.00
Year 4 value	10.2	$38,000.00	$3,876.00
Year 5 value	7.6	$38,000.00	$2,888.00

Note: Depreciation of grant is calculated based on a grant of $38,000.00

13. Two Devine Lobster Company shall:
    a. Register the boat using the engine in accordance with New Hampshire law;
    b. Maintain the replacement engine in accordance with manufacturer recommendations;
    c. Not make modifications of the emission controls system on the replacement engine; and,
    d. Make the engine 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. Two Devine Lobster Company shall scrap the engine 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 engine may be permanently disabled by:
    a. Creating a minimum 3" diameter hole completely through the engine block

15. Two Devine Lobster Company shall supply documentation confirming the scrappage requirements have been met for the engine. 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 engine was scrapped;
    b. The engine model year, engine family name and engine serial number;
    c. The name and contact information for the entity that scrapped the engine, if other than the grantee; and
    d. Photographic images of the following for the engine:
        i. Engine block prior to destruction; and
        ii. Engine block after destruction.
        iii. The engine tag that includes the engine serial number and engine family number (if available);

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

16. Two Devine Lobster Company 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 engine replacement. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the engine replacement, including:
    a. The amount of fuel used during the preceding quarter;
    b. The number of hours the engine was operated in the preceding quarter; and

Grantee initials CWD
Date 2/12/21

c. The estimated amount of idling experienced in the preceding quarter.
d. A discussion or description of any significant maintenance or operational issues associated with the replacement engine.

17. Two Devine Lobster Company 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 hours the engine was operated in the preceding year; and
    c. The estimated amount of idling the engine experienced in the preceding year.
    d. A discussion or description of any significant maintenance or operational issues associated with the replacement engine.

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

Grantee initials CWD
Date 2/19/21

EXHIBIT B
PAYMENT SCHEDULE

1) Payments under this agreement are not to exceed $38,000 or 40 percent of eligible project costs, whichever is less.

2) NHDES will reimburse Two Devine Lobster Company for eligible expenses provided Two Devine Lobster Company is in compliance with all requirements in Exhibit A.

3) Invoices may be submitted for reimbursement upon payment and shall include the following:
   a) Payment request on Two Devine Lobster Company letterhead with the following information for the replacement engine and the replaced engine:
      i) Engine model year;
      ii) Engine manufacturer;
      iii) Engine serial number;
      iv) Fuel type; and
      v) Cost of engine 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 engine 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) 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 CWD
Date 2/19/21

EXHIBIT C
SPECIAL REQUIREMENTS

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

Grantee initials CMD
Date 2/19/21

Certificate of Authority

I, Troy Collins, Member of Two Devine Lobster Company, LLC do
Printed Name of Certifying Officer *Title* *Name of Company*

hereby certify that Christopher Devine is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Member,
Office/Position of Certifying Officer
of Two Devine Lobster Company, LLC, this 8 day of March, 2021.
Name of Company

Signature of Certifying Officer

Notarization

State of New Hampshire
County of Rockingham
On 3/8/2021, before me, Jesse Higgins,
Date *Name of Notary or Justice of the Peace*

the undersigned officer, personally appeared Troy Collins, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Member, of Two Devine Lobster Company, LLC
Office/Position *Name of Company*
and that she/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public or Justice of the Peace

JESSE A. HIGGINS NOTARY PUBLIC EXP. 11/16/2021 NEW HAMPSHIRE

(Official Seal)

Commission Expires: 11/16/2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TWO DEVINE LOBSTER COMPANY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 16, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **807445**

Certificate Number: **0005238040**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of January A.D. 2021.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 843-606-5270 8884826844
Maritime Insurance International, Inc
3 Lockwood Drive
Suite 302A
Charleston, SC 29401

CONTACT NAME: Maritime Insurance
PHONE (A/C, No, Ext): 843-606-5270 FAX (A/C, No): 8884826844
E-MAIL ADDRESS: info@maritimeii.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westport Insurance Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 207-439-2889
J&D Thompson Marine Inc.
157 Governor Hill Road

Eliot, ME 03903

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR ✔ Marine Contractors Legal Liab ✔ Protection & Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✔		MAC1000860-00	04/20/2020	04/20/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Incl. in CSL
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Incl. in CSL
							MCLL & P&I	$ Incl. in CSL
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	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 is an Additional Insured per the terms & conditions of the policy.

CERTIFICATE HOLDER

NH Dept of Environmental Services
29 Hazen Drive
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 Nicky Crosby

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 843-606-5270 8884826844
Maritime Insurance International, Inc
3 Lockwood Drive
Suite 302A
Charleston, SC 29401

CONTACT NAME: Maritime Insurance
PHONE (A/C, No, Ext): 843-606-5270 FAX (A/C, No): 8884826844
E-MAIL ADDRESS: info@maritimeii.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westport Insurance Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 207-439-2889
J&D Thompson Marine Inc.
157 Governor Hill Road
Eliot, ME 03903

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY	✔		MAC1000660-01	04/20/2021	04/20/2022	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✔ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	✔ Marine Contractors Legal Liab						MED EXP (Any one person)	$ 10,000
	✔ Protection & Indemnity						PERSONAL & ADV INJURY	$ Incl. in CSL
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✔ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ Incl. in CSL
	OTHER:						MCLL & P&I	$ Incl. in CSL
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 is an Additional Insured per the terms & conditions of the policy.

CERTIFICATE HOLDER

NH Dept of Environmental Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

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AUTHORIZED REPRESENTATIVE Nicky Crosby

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ATTACHMENT A (CON'T)

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
First Student	8	5	15	15	8	5	3	4	0	**63**
Two Devine Lobster Company	18	17	6	14	0	2	5	0	0	**62**
Not Selected										
Town of Durham front end loader project	7	9	15	15	10	0	2	1	0	**59**
City of Keene	5	5	15	15	10	4	2	2	0	**58**
Waste Management	13	5	12	15	0	5	3	3	2	**58**
Town of Durham backhoe project	5	5	15	15	10	5	2	1	0	**58**
Town of Durham chipper project	5	9	15	15	10	0	2	1	0	**57**
Town of Durham sidewalk tractor project	5	6	15	15	10	0	2	1	0	**54**
Town of Shelburne	10	10	5	15	10	3	1	0	0	**54**
Town of Bradford	7	7	10	15	10	3	1	0	0	**53**
Town of Salem	5	5	5	15	10	5	2	0	0	**47**

Reviewers

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

ATTACHMENT A

2020 New Hampshire Clean Diesel Grant Program

Round 1 Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
First Student	Nashua, Bristol, and Derry	$426,592.50	63
Two Devine Lobster Company	Hampton Falls	$38,000	62
Not Selected			
Town of Durham front end loader project	Durham	$52,500	59
City of Keene	Keene	$180,000	58
Waste Management	Rochester	$180,000	58
Town of Durham backhoe project	Durham	$31,500	58
Town of Durham chipper project	Durham	$18,250	57
Town of Durham sidewalk tractor project	Durham	$42,500	54
Town of Shelburne	Shelburne	$30,298.75	54
Town of Bradford	Bradford	$82,847.75	53
Town of Salem	Salem	$54,313.46	47
SAU 20	Gorham	$21,750	Ineligible
SAU 88	Lebanon	$70,000	Withdrawn
Jaben Knapp Trucking	Haverhill	$40,750	Withdrawn
Town of Pittsfield	Pittsfield	$50,000	Withdrawn
Town of Pittsfield	Pittsfield	$50,000	Withdrawn
Town of Pittsfield	Pittsfield	$40,000	Withdrawn