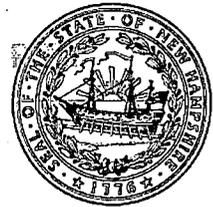




The State of New Hampshire
Department of Environmental Services



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89

Robert R. Scott, Commissioner

July 28, 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 Cora Beth Fisheries, LLC, South Hampton, NH (VC# 356099-B001) totaling \$40,000 for partial funding of a commercial fishing boat marine engine replacement project, effective upon Governor and Council approval through December 31, 2021. 62.5% Federal Funds, 37.5% VW Settlement Funds.

Funding is available in the account as follows:

| | |
|---|----------------|
| | <u>FY 2022</u> |
| 03-44-44-443010-2278-072-500572 | \$40,000 |
| 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 engines must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has approximately \$500,000 available for grants under this Request for Proposals.

A request for proposals was conducted from February 8 through March 8, 2021. Seven entities applied for funding (see Attachment A for the scoring results). Cora Beth Fisheries, LLC requested partial funding to replace two 1980 model year diesel marine engines powering a commercial fishing boat.

Cora Beth Fisheries, LLC's project will replace the engines in a party fishing and charter boat. The existing engines, which operate in a saltwater environment, each have 3,500-4,000 hours of operation since being rebuilt in 2018, and are showing signs of age. There is increasing rust on parts and they leak oil, fuel and coolant, requiring a great deal of supervision to ensure that they are not negatively impacting the coastal waters of Hampton Beach State Park.

The DERA program has a mandatory minimum cost share requirement for an engine replacement project of 60 percent. NHDES will provide a grant of \$40,000 or 40 percent, whichever is less, of the total replacement cost (estimated at \$100,000) to Cora Beth Fisheries, LLC for the replacement of two marine engines.

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

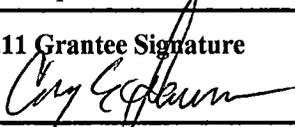
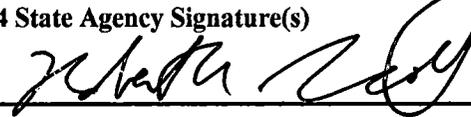
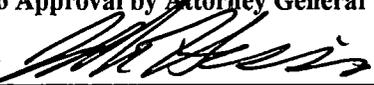
Subject: Cora Beth Fisheries, LLC
Commercial Fishing Boat Marine Engine Replacement Project

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: Cora Beth Fisheries, LLC | | 1.4 Grantee Address 21 Chase Road, South Hampton, NH 03827 | |
| 1.5 Effective Date Upon G&C approval | 1.6 Completion Date 12/31/2021 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$40,000.00 |
| 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 Cory Gauron, Manager | |
| 1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>06/08/2021</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace (Seal)  | |  | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Jordan Copeland, Notary Public / Supervisor at Peoples United Bank</u> | | | |
| 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: <u>8/4/2021</u> | | | |
| 1.17 Approval by the Governor and Council By: _____ On: / / | | | |

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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS AND ACCOUNTS.

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

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

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

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

10. CONDITIONAL NATURE OF AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

- 11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
PROJECT SCOPE OF WORK

Grant Number: 00A00175-2020-06
Project Title: NH Clean Diesel Program Agreement with
Cora Beth Fisheries, 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 Cora Beth Fisheries, LLC in South Hampton, NH (Vendor Code #356099) for two commercial fishing boat marine engines 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, NH by the Cora Beth Fisheries, LLC (hereinafter referred to as Cora Beth Fisheries), 21 Chase Road, South Hampton, NH 03827.

This agreement will become effective upon approval by Governor and Council. The project completion date is December 31, 2021, with additional reporting requirements through 2026.

NHDES and Cora Beth Fisheries will undertake under this Agreement the replacement of two commercial fishing boat marine engines.

For the purposes of this Agreement, NHDES and Cora Beth Fisheries agree to the requirements to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with Cora Beth Fisheries.
2. Cora Beth Fisheries shall replace two 1980 Detroit Model 8V92 550 horsepower diesel engines currently in use.
3. The replacement engines 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 engines horsepower must be the same as, or no greater than 25 percent more than, that of the replaced engines, and the boat must operate in the same manner as when operated by the replaced engines.

5. NHDES shall reimburse Cora Beth Fisheries 40 percent of the eligible expenses, or \$40,000, whichever is less.
6. Eligible expenses under this grant include the cost of the replacement engines, and labor and any additional parts necessary to complete the installation of the engines.
7. Other expenses including, but not limited to “optional” components or “add-ons” to the engines, registration, scrapping of replaced engines, engineering, project management, and personnel costs are not eligible expenses.
8. Cora Beth Fisheries shall provide NHDES with the following information on the engines to be replaced prior to purchasing the new engines:
 - 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. Cora Beth Fisheries must certify that the engines to be replaced have 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 replacement of the engines.
10. The replaced engines shall be taken out of service no later than 15 days following the placement into service of the replacement engines.
11. The replaced engines will be scrapped within 90 days from the date the replacements are put into service.
12. Cora Beth Fisheries shall use the replacement engines in normal service for a period of no less than five (5) years. In the event that Cora Beth Fisheries discontinues use of, sells or surpluses the replacement engines within five years of the effective date of this contract Cora Beth Fisheries 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: Cora Beth Fisheries Marine Engine Replacement Grant

| | Percent Value Remaining | Total Grant | Value to be Returned to NHDES |
|--------------|-------------------------|-------------|-------------------------------|
| Year 1 value | 20 | \$40,000 | \$8,000 |
| Year 2 value | 16 | \$40,000 | \$6,400 |
| Year 3 value | 12.8 | \$40,000 | \$5,120 |

Grantee initials CG
Date 6/8/21

| | | | |
|--------------|------|----------|---------|
| Year 4 value | 10.2 | \$40,000 | \$4,080 |
| Year 5 value | 7.6 | \$40,000 | \$3,040 |

Note: Depreciation of grant is calculated based on a grant of \$40,000

13. Cora Beth Fisheries shall:
 - a. Register the boat using the engines in accordance with New Hampshire law;
 - b. Maintain the replacement engines in accordance with manufacturer recommendations;
 - c. Not make modifications of the emission controls system on the replacement engines; and,
 - d. Make the engines 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. Cora Beth Fisheries shall scrap the engines being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines with a two week (minimum) advance notice of the event. The replaced engines may be permanently disabled by:
 - a. Creating a minimum 3” diameter hole completely through the engine blocks

15. Cora Beth Fisheries shall supply documentation confirming the scrappage requirements have been met for the engines. 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 engines were scrapped;
 - b. The engine model year, engine family name and engine serial numbers;
 - c. The name and contact information for the entity that scrapped the engines, if other than the grantee; and
 - d. Photographic images of the following for the engines:
 - i. Engine blocks prior to destruction; and
 - ii. Engine blocks after destruction.
 - iii. The engine tags that includes the engine serial number and engine family number (if available);

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

16. Cora Beth Fisheries 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 replacements, including:
 - a. The amount of fuel used during the preceding quarter;
 - b. The number of hours the engines were operated in the preceding quarter; and
 - c. The estimated amount of idling experienced in the preceding quarter.

Grantee initials CG
 Date 6/8/21

- d. A discussion or description of any significant maintenance or operational issues associated with the replacement engines.
17. Cora Beth Fisheries 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 engines were operated in the preceding year; and
 - c. The estimated amount of idling the engines experienced in the preceding year.
 - d. A discussion or description of any significant maintenance or operational issues associated with the replacement engines.
18. Cora Beth Fisheries shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Cora Beth Fisheries 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 Cora Beth Fisheries terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Cora Beth Fisheries will reimburse the State of New Hampshire for any funds received.

EXHIBIT B
PAYMENT SCHEDULE

- 1) Payments under this agreement are not to exceed \$40,000 or 40 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Cora Beth Fisheries for eligible expenses provided Cora Beth Fisheries 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 Cora Beth Fisheries letterhead with the following information for the replacement engines and the replaced engines:
 - 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 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 December 31, 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.

**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.

Modification to section 17.1.2 – comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in the amount of \$1,000,000 for bodily injury or death any one incident, and \$5,000 for property damage in any one incident; and

Certificate of Authority

I, Jacelyn Gauron, Member,
of Cora Beth Fisheries, LLC
*Printed Name of Certifying
Officer Title Name of Company*

do hereby certify that Cory Gauron 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 Cora Beth Fisheries, LLC, this 25th day of
June, 2021.
Name of Company


Signature of Certifying

Officer

Notarization

State of Massachusetts

County of Essex

On 6/25/2021, before me,
Alyssa Merchant,

*Date
the Peace*

Name of Notary or Justice of

the undersigned officer, personally appeared

Jacelyn Gauron, who
Printed Name of Certifying Officer

acknowledged him/herself to be the member,

of Cora Beth Fisheries, 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.

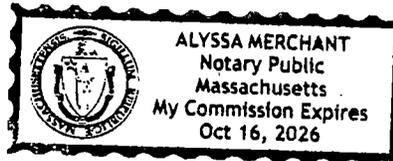
Alyssa Merchant

Notary Public or Justice of the Peace

(affix seal)

Commission Expires:

10/16/2026



State of New Hampshire

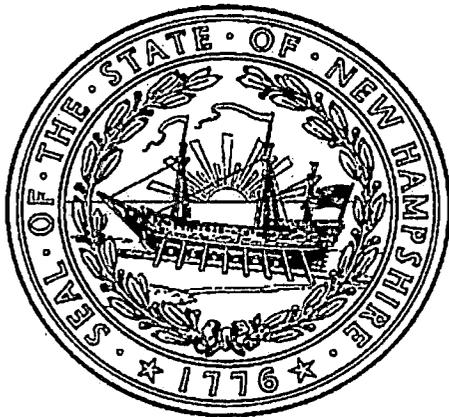
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORA BETH FISHERIES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 30, 2020. 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: **836588**

Certificate Number: **0005374795**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

MARINE CERTIFICATE OF INSURANCE

| | |
|---|--|
| PRODUCER: GALLAGHER CHARTER LAKES 3940 Peninsular Drive SE, Ste 100 Grand Rapids, MI 49546-6107 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|--|

| | |
|---|--|
| INSURED: Cora Beth Fisheries LLC Cory Gauron Jacelyn Gauron 21 Chase Rd South Hampton, NH 03827 | COMPANY A AFFORDING COVERAGE: Great American Insurance Group |
|---|--|

COVERAGES:
 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.

| Type of Insurance | Policy Number | Policy Effective | Policy Expiration | Limits |
|----------------------|---------------|------------------|-------------------|-----------|
| LIABILITY COVERAGE | GIV0000264 | 4/6/2021 | 4/6/2022 | 1,000,000 |
| LIABILITY DEDUCTIBLE | GIV0000264 | 4/6/2021 | 4/6/2022 | 1,000 |
| MEDICAL PAYMENTS | GIV0000264 | 4/6/2021 | 4/6/2022 | 25,000 |

DESCRIPTION:
 1980 53' Yank Boat Works 620873

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:
 NH Department of Environmental Services - Air Resources Division - Technical Services Bureau
 Attn: Jessica Wilcox, Transportation Program Specialist
 PO Box 95
 Concord, NH 03301-0095

Authorized Agent:  **Date:** June 30, 2021

Insurance Company: **Great American Insurance Group**
 Administered by: Gallagher Charter Lakes



Policy Number: **GIV0000264**

This policy will take effect on: 4/6/2021 and will end on: 4/6/2022
 beginning and ending at 12:01 am EST.

COMMERCIAL MARINE INSURANCE – Policy Declarations Page

Renewal:

Named Insured Under This Policy:

Agency Name & Address:

| | |
|--|--|
| Cora Beth Fisheries LLC Cory Gauron Jacelyn Gauron 21 Chase Rd South Hampton, NH 03827 | Brown & Brown Insurance Agency of Virginia Inc dba Ocean Marine Insurance Agency 33 College Hill Road Bldg #10 Warwick RI 02886 |
|--|--|

Insured Property:

| Name | Year | Length | Make | Model | Hull ID # |
|---------------------|------|--------|-----------------|-----------------------|-----------|
| Lady Courtney Alexa | 1980 | 53 | Yank Boat Works | Single Deck Passenger | 620873 |

Insured Dinghy(s):

| Year | Length | Make | Serial # |
|------|--------|------|----------|
| | | | |

Insured Trailer(s):

| Year | Make | Serial # |
|------|------|----------|
| | | |

This declarations page and any endorsements are to be inserted in and form part of your policy. If a change effective date appears at the top of the declarations, then this declarations page replaces any previous declarations on that date. This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below, in your policy, or as indicated by endorsement.

| Parts | Coverages | Amount of Insurance | Elected Deductible | Premium | Endorsements |
|----------------------|------------------------------|---------------------|--------------------|-------------------|--|
| A | Physical Damage-Agreed Value | 125,000 | 5,000 | \$2,584.00 | Breach of Warranty Captain & Crew Limitation (3) Primary/Noncontributory w/WOS |
| B | Liability Coverage | 1,000,000 | 1,000 | \$2,051.00 | |
| C | Medical Payments | 25,000 | 0 | Included | |
| B | Pollution Liability | 1,000,000 | 1,000 | Included | |
| F | Personal Property | 5,000 | 250 | \$50.00 | |
| D | Uninsured Boater | 1,000,000 | 1,000 | Included | |
| A | Towing | 2,500 | 0 | Included | |
| | Endorsements/Charges | 0 | 0 | \$1,400.00 | |
| Unit Premium: | | | | \$6,085.00 | |

Loss Payee: We will make payment for part A physical damage to the Insured and:

Peoples United Bank, 1 Center St, Exeter, NH, 03833

Navigation Limits:

Navigation and Passenger Capacity to be determined by the vessel's Coast Guard Certificate of Inspection

Layup Warranty: It is warranted that the insured vessel(s) be laid-up from: 11/1 to 4/1 Ashore at New Hampshire Port Authority, 555 Market St, Portsmouth, NH, 03801

The insured vessel will be principally moored or berthed at:

New Hampshire Port Authority, 555 Market St, Portsmouth, NH, 03801

Countersigned 3/20/2021, at Grand Rapids, MI by:

, Agent.

ATTACHMENT A

2020 New Hampshire Clean Diesel Grant Program

February 2021 Round 1 Final Scoring Results and Funding Amounts

| Grant Applicant | Location/Town | Funding Amount | Score |
|-------------------------------------|---|-----------------------|--------------|
| Cora Beth Fisheries | Hampton Beach | \$40,000 | 71 |
| Eversource | Manchester, Keene, Berlin, Rochester, Tilton | \$387,190 | 71 |
| Not Selected | | | |
| Town of Barrington | Barrington | \$40,000 | 68 |
| Remi-Sons, Inc. | Rockingham County | \$43,100 | 57 |
| Town of Goffstown | Goffstown | \$49,000 | 53 |
| Town of Mont Vernon Fire Department | Mont Vernon | \$62,000 | 49 |
| Town of Swanzey | Swanzey | \$150,000.00 | Withdrawn |

Detailed Scoring Results

| Project | Cost Effectiveness of Emissions Reductions | Populated Areas & Sensitive Receptors | Economically Disadvantaged | Operation in NH | Government Entity | Clarify of Proposal & Potential for Success | Other Benefit | Clean Fuel | Total |
|-------------------------------------|---|--|-----------------------------------|------------------------|--------------------------|--|----------------------|-------------------|--------------|
| Cora Beth Fisheries | 30 | 10 | 2 | 15 | 0 | 9 | 5 | 0 | 71 |
| Eversource | 12 | 15 | 8 | 15 | 0 | 10 | 3 | 8 | 71 |
| Not Selected | | | | | | | | | |
| Town of Barrington | 16 | 10 | 1 | 15 | 10 | 15 | 1 | 0 | 68 |
| Remi-Sons, Inc. | 22 | 5 | 2 | 15 | 0 | 12 | 1 | 0 | 57 |
| Town of Goffstown | 5 | 10 | 2 | 15 | 10 | 10 | 1 | 0 | 53 |
| Town of Mont Vernon Fire Department | 5 | 8 | 0 | 15 | 10 | 10 | 1 | 0 | 49 |

ATTACHMENT A (CON'T)

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 |