



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



76

March 3, 2023

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 S&J Transportation Services, Inc., Lee, NH (VC# 157099-B001) totaling \$153,237 for partial funding of two drayage truck replacements, effective upon Governor and Council approval through September 30, 2024. 45% Federal Funds, 55% VW Settlement Funds.

Funding is available in the account as follows:

	<u>FY 2023</u>
03-44-44-443010-2278-072-500572	\$153,237
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 drayage trucks. 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 \$1,500,000 available for grants.

The first two rounds of request for proposals (RFP) were conducted from July 15, 2022, through November 1, 2022. Nine entities applied for funding. Six proposals were approved for funding (see Attachment A for the scoring results). S&J Transportation requested partial funding to replace two drayage trucks.

S&J Transportation's project will replace two 2007 Freightliner Class 8 truck tractors. These are high mileage and high load vehicles registering 685,068 and 541,037 odometer miles respectively. The vehicles run throughout New Hampshire with shipping container deliveries from the ports of Boston and Portland to importers and exporters throughout the state, including congested urban areas. Due to their age and high power demands the vehicles are showing signs of worn internal engine components causing low compression, as well as rusting and rotting frame rails, wiring, and

suspension components. Replacing both vehicles will result in fuel cost savings, greater reliability, and decreased emissions. In addition, the new vehicles will be instrumental in driver safety, retention, and attraction.

The DERA program has a mandatory minimum cost share requirement for a drayage replacement project of 50 percent. NHDES will provide a grant of \$153,237 or 50 percent, whichever is less, of the total replacement cost (estimated at \$306,474 total for both vehicles) to S&J Transportation for the replacement of the two drayage trucks.

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

We respectfully request your approval.

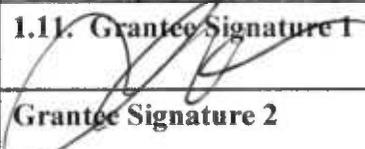
A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

Robert R. Scott
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3. Grantee Name S&J Transportation Services, Inc.		1.4. Grantee Address 251 Calef Highway, Lee, NH 03824	
1.5. Grantee Phone # 978-265-5537	1.6. Account Number 03-44-44-443010-2278 -612	1.7. Completion Date 9/30/2024	1.8. Grant Limitation \$153,237
1.9. Grant Officer for State Agency Ricky DiCillo, Grants Coordinator		1.10. State Agency Telephone Number 603-271-8330	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 James P. Daley III, President	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 3/7/2023	
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or on signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, 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 OR 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 of employee of the Grantee, and no representative, officer or 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 interest 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, workmen'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 B 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 or 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
 - 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 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 of 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, if required or by the signing State Agency.
 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 intend 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.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

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 JP08
Date 2/14/23

EXHIBIT B
SCOPE OF SERVICES

Grant Number: 00A00749-2022-001
Project Title: NH Clean Diesel Program Agreement with
S&J Transportation Services, Inc. – Drayage Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00749
(Awarded to NHDES September 23, 2021)
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 S&J Transportation Services, Inc. (Vendor Code #B001-157099) for two drayage trucks that operate throughout New Hampshire 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 Lee, NH by S&J Transportation Services, Inc. (hereinafter referred to as "the Recipient").

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2024, with additional reporting requirements through 2028.

NHDES and the Recipient will undertake under this Agreement the replacement of 2 drayage trucks.

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

1. NHDES shall assign the appropriate staff to coordinate this project with the Recipient.
2. The Recipient shall purchase and operate 2 model year (MY) 2022 Freightliner diesel trucks ("replacement units") as replacements for the 2 MY 2007 Detroit diesel trucks ("existing units") identified in their proposal to the Request for Proposals. The Request for Proposals and the Recipient's proposal are incorporated into the Agreement by reference.
3. The replacement units will be MY 2022 or newer units as specified in the project proposal.
4. The replacement units must be the same class as the existing units or, with written approval from NHDES, may be replaced with a smaller class unit. The replacement units must operate in the same manner over similar routes as the existing units.
5. NHDES shall reimburse the Recipient 50 percent of the eligible expenses, or \$153,237, whichever is less.
6. Eligible expenses under this grant include the cost of only: the replacement units and attachments, accessories, modifications, or auxiliary apparatuses necessary to make the replacement units usable for the purpose for which it is acquired.

7. Ineligible expenses include, but are not limited to: "optional" components or "add-ons" to the unit, vehicle registration, scrapping of existing unit, engineering, project management, and personnel costs.
8. The Recipient shall provide NHDES with the following information on each existing unit prior to purchasing each replacement unit:

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

	Percent Value Remaining	Value to be Returned to NHDES per unit
Year 1 value	20	\$15,324
Year 2 value	16	\$12,259
Year 3 value	12.8	\$9,807
Year 4 value	10.2	\$7,815
Year 5 value	7.6	\$5,823

Note: calculation is based on a maximum reimbursement value of \$153,237 for 2 Replacement Units divided evenly. If total reimbursements are less than \$153,237, the value to be returned to NHDES will be reduced proportionately.

12. The Recipient shall:
 - a. Register each replacement unit in accordance with New Hampshire law;
 - b. Maintain each replacement unit in accordance with manufacturer recommendations;
 - c. Not make modifications to any replacement unit including their engines; and,
 - d. Make each replacement unit 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.

Grantee Initials SPD
Date 2/14/23

13. The Recipient shall scrap each existing unit or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of each engine and chassis with a two-week (minimum) advance notice of the event. The existing units may be permanently disabled by:
- Creating a minimum 3-inch diameter hole completely through the engine block; and
 - Cutting the chassis rail in half.
14. The Recipient shall supply documentation to NHDES confirming the scrappage requirements have been met for each existing unit within two weeks of the event. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:
- The date each existing unit was scrapped;
 - The engine model year, engine family name, engine serial number, and Vehicle Identification Number (VIN) for each existing unit;
 - The name and contact information for the entity that scrapped each existing unit; and
 - The following photographic images of the following for each existing unit, clearly labeled:
 - Side profile of the unit;
 - VIN;
 - The engine tag that includes the engine serial number and engine family number (if available);
 - Chassis rail cut in half;
 - Engine block prior to destruction; and
 - Engine block after destruction.

Scrapage may be completed by the Recipient or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided to NHDES.

15. The Recipient shall submit **Quarterly Project Status Reports** ("Quarterly Reports") to NHDES, the first of which is due after the first full calendar quarter following the Effective Date of the Agreement and the last of which is due two years after acquisition of all replacement units. Quarterly Reports are due January 15th, April 15th, July 15th, and October 15th (e.g., if the Effective Date were in May, then the first full quarter following the Effective Date would be July-September, thus the first Quarterly Report would be due October 15th). Quarterly Reports shall include sufficient information for NHDES to know the status of the unit replacements and destruction of the existing units, to know if the replacement units are in service, and to estimate the emissions reductions attributable to the project, including:
- The status of each replacement unit's order and delivery, with estimates of delivery and in-use dates of each replacement unit not yet procured and put in service;
 - A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar quarter;
 - The amount of fuel (diesel gallons) used by each unit during the preceding calendar quarter;
 - The number of miles each unit was used in the preceding calendar quarter; and
 - The estimated amount of idling experienced by each unit in the preceding calendar quarter.
16. The Recipient shall submit **Annual Project Status Reports** ("Annual Reports") to NHDES by January 15th beginning the January following the last quarterly report. Annual Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the project, including:
- The amount of fuel used during the preceding calendar year;
 - A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar year;

- c. The number of miles each unit was used in the preceding calendar year; and
 - d. The estimated amount of idling each unit experienced in the preceding calendar year.
17. The Recipient shall not use grant funds for any costs not specified in this Exhibit B, Scope of Services. The Recipient 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. Should the Recipient terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit B, the Recipient will reimburse the State of New Hampshire for any funds received.

Grantee Initials JPOAL
Date 2/14/23

EXHIBIT C
METHOD OF PAYMENT

- 1) Payments under this agreement are not to exceed \$153,237 or 50 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse the Recipient for eligible expenses provided the Recipient is in compliance with all recordkeeping and reporting requirements in Exhibit B.
- 3) Invoices may be submitted for reimbursement upon payment and shall include the following:
 - a) Payment request on the Recipient's letterhead with the following information for each unit (existing and replacement):
 - i) Vehicle Identification Number (VIN);
 - ii) Engine and vehicle model year;
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Engine family number;
 - vi) Vehicle's class;
 - vii) Fuel type; and
 - viii) Cost of unit replacement.
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) Contact information for any questions related to reimbursement requests;
 - e) Proof of scrappage as per Exhibit B; 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, 2024. Invoices 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.

CERTIFICATE

I, Lizabeth M. MacDonald, hereby certify that I am the duly elected/appointed Assistant Secretary of S. & J. Transportation Services, Inc. I hereby certify that the current attached Consent to Action dated February 13, 2023 authorizes the following officers or positions to bind the Corporation for contractual obligations: **President**.

I further certify that the following individuals currently hold the office or positions authorized: **James P. Daley, III**.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this Certificate.

DATED: February 13, 2023

ATTEST:


Lizabeth M. MacDonald, Assistant Secretary

**CONSENT TO ACTION
TAKEN IN LIEU OF SPECIAL MEETING
BY THE BOARD OF DIRECTORS**

OF

S. & J. TRANSPORTATION SERVICES, INC.

The undersigned, being the sole director of S. & J. Transportation Services, Inc. (the "Corporation") does hereby waive the necessity of providing a notice for a meeting and does hereby consent, pursuant to NH RSA 293-A:8.21, that the following actions be taken in lieu of a Special Meeting of the Directors, such actions to be effective immediately.

WHEREAS, the Corporation is applying for grants from the New Hampshire Department of Environmental Services; and

WHEREAS, the Corporation deems it to be in its best interests to obtain such grants;

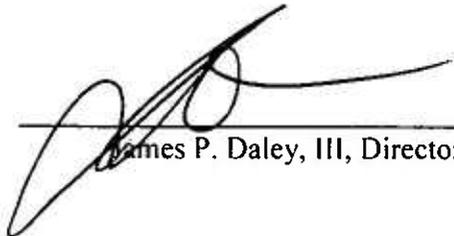
NOW, THEREFORE, BE IT

RESOLVED, that James P. Daley, III, President of the Corporation, be, and he hereby is, authorized, directed and empowered for, on behalf of and in the name of the Corporation to take all actions and to execute and deliver any and all documents necessary to apply for and obtain such grants including, but not limited to any contracts; and be it further

RESOLVED, that such officer be, and he hereby is, authorized, directed and empowered for, on behalf of and in the name of the Corporation, to take all other actions necessary to effectuate the foregoing.

The undersigned has read and approved this written action on the date indicated.

Dated: February 13, 2023



James P. Daley, III, Director

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that S. & J. TRANSPORTATION SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 17, 1991. 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: 157893

Certificate Number: 0005908762



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

Business Name:	S. & J. TRANSPORTATION SERVICES, INC.	Business ID:	157893.
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	09/17/1991	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	09/17/1991		
Principal Office Address:	251 CALEF HWY, LEE, NH, 03824, USA	Mailing Address:	251 Calef Hwy, Lee, NH, 03861, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	accounting@sjtrans.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / DEAL IN TRACTORS & TRAILERS RE TRUCKING & STORAGE	

Principals Information

Name/Title

Business Address

James P Daley III / President

251 Calef Hwy, Lee, NH, 03861, USA

James P Daley III / Director

251 Calef Hwy, Lee, NH, 03861, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: Lizabeth M. MacDonald Esquire

Registered Office 16 Acadia Lane, Exeter, NH, 03833, USA

Address:

Registered Mailing 16 Acadia Lane, Exeter, NH, 03833, USA

Address:

Trade Name Information

Business Name

Business ID

Business Status

Kwiki Express

Active

(/online/BusinessInquire/TradeNameInformation?
businessID=373152) 557594

KWIKI TRAILER TRANSPORT

Active

(/online/BusinessInquire/TradeNameInformation?
businessID=54684) 240458

Trade Name Owned By

Name

Title

Address

Trademark Information

Trademark Number Trademark Name

Business Address

Mailing Address

No records to view.

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ATTACHMENT A

**2022 New Hampshire Clean Diesel Grant Program
Final Scoring Results and Funding Amounts of Eligible Proposals**

Grant Applicant	Project Location	Funding Amount	Score
Windfield Alloy	Atkinson	\$175,200	96
S&J Transportation	Lee	\$153,237	86
Town of Loudon (Second of 2)	Loudon	\$42,000	82
Town of Barnstead	Barnstead	\$58,750	81
Town of Fitzwilliam	Fitzwilliam	\$55,475	72
Town of Loudon (First of 2)	Loudon	\$52,358	60
Town of Goffstown	Goffstown	\$315,000	Withdrawn
Town of Hudson	Hudson	\$206,250	Withdrawn

Detailed Scoring Results

Applicant	Cost Effectiveness Of Emission Reductions	Percent Operation in NH	Project Benefits an Environmental Justice Community or Population	Greenhouse Gas Emission Reductions	Clarity of Proposal & Potential for Success	Project Benefits an Area Populated by Sensitive Receptors	Total Base Score	Replacement with Alternative Fuel	Government Entity	Additional Benefits	Final Score
Maximum	45	20	10	10	10	5	100	25	10	5	140
Windfield Alloy	45	20	4	10	10	3	92	0	0	4	96
Town of Goffstown	6	20	4	10	9	4	53	25	10	5	93
S&J Transportation	44	16	5	4	10	4	83	0	0	3	86
Town of Loudon (2 of 2)	38	20	4	1	7	1	71	0	10	1	82
Town of Barnstead	36	20	5	3	5	1	70	0	10	1	81
Town of Fitzwilliam	25	20	7	1	7	1	61	0	10	1	72
Town of Loudon (1 of 2)	15	20	5	1	7	1	49	0	10	1	60
Town of Hudson	21	20	1	2	3	1	48	0	10	2	60

Reviewers

Name	Agency/Organization	Title	Years of Experience
Joe Fontaine	NHDES Air Resources Division Tech Services Bureau	Technical Programs Manager	32
Rebecca Ohler	NHDES Air Resources Division Tech Services Bureau	Tech Services Administrator	24
Lucy St. John	NHDOT Bureau of Planning & Community Assistance	Senior Planner	7
Timothy White	NHDES Air Resources Division Tech Services Bureau	Mobile Sources Section Supervisor	7
Phil Lamoreaux	NHDES Air Resources Division Tech Services Bureau	Climate and Energy Program Manager	1

Criteria	Points
A. Cost Effectiveness of Emissions Reductions Calculated using EPA's Diesel Emission Quantifier (DEQ) or Shore Power Emissions Calculator (for marine shore power projects only) and based upon the estimated lifetime emission reductions ¹ of NO _x and PM _{2.5} .	45
B. Percent Operation in NH Based on hours of operation or miles traveled within NH.	20
C. Project Benefits an Environmental Justice Community or Population Evaluated using EPA's EJScreen mapping tool for areas most affected by project's proposed emissions reductions (e.g. areas of operation, corporate offices, and lots/depots).	10
D. Greenhouse Gas Emission Reductions Calculated using the DEQ's or Shore Power Emissions Calculator (for marine shore power projects only) estimated lifetime reduction ¹ of CO ₂ emissions.	10
E. Clarity of Proposal & Potential for Success Based on clarity of application materials, applicant's experience with similar projects, and potential for successful completion of project on time and on budget.	10
F. Project Benefits an Area Populated by Sensitive Receptors Affected unit(s) operates a significant amount of time near groups of people disproportionately impacted by exposure to air pollution (e.g. children, the elderly, populations with underlying health issues).	5
Bonus Criteria	Points
G. Replacement with Alternative Fuel Up to 25 points awarded for electric; up to 15 points for compressed natural gas, propane, and plug-in hybrid electric.	25
H. Government Entity Whether or not the unit(s)/technology is owned by a municipality, state agency, school district, or state college/university or will be operated under a contract with one of these entities for no fewer than eight years following the effective date of the project.	10
I. Additional Benefits Other benefits created by project, including water quality, noise reduction, a plan to showcase the project, leveraging the project for future projects, environmental benefits beyond air quality, and more.	5