The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 25, 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 Town of Loudon, NH (VC# 177431-B002) totaling $94,358 for partial funding of replacement of a plow truck and a wheeled loader, 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:

	FY 2023
03-44-44-443010-2278-072-500572 Dept. of Environmental Services, DERA Funds, Grants Federal	$94,358

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 wheeled loaders and plow 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). The Town of Loudon requested partial funding to replace a wheeled loader and a plow truck.

The Town of Loudon's project will replace a 2001 Caterpillar loader and a 2003 International Class 8 plow truck. The plow truck is used for road maintenance in the town, and the loader is used at the town's transfer station to load trucks and to move recyclables and trash. Both units continue to run but are leaking fluids and showing their age through decreasing performance and damaged apparatus. The plow truck is 20 years old and is nearing 100,000 miles on the odometer. The loader is over 20 years old and has accumulated over 15,000 hours. It is experiencing low oil pressure in the engine and transmission, and component failure. Due to their age and use, both are showing signs of rotting frame rails, body mounts and wiring. Both units are increasingly becoming unreliable due to more expensive and frequent repair and maintenance needs. The proposed new loader is 25% more fuel efficient than the existing unit, and the proposed new plow truck is 33% more fuel efficient than the existing truck. Replacing these units will result in fuel cost savings, greater reliability during storm events and daily tasks, and decreased emissions.

The DERA program has a mandatory minimum cost share requirement for a diesel replacement project of 75 percent. NHDES will provide a grant to the Town of Loudon of $94,358 or 25 percent of the total replacement cost for the plow truck and the wheeled loader (estimated at $377,430 total for both units), whichever is less.

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

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 Town of Loudon		**1.4. Grantee Address** 55 S. Village Rd Loudon, NH 03307	
1.5 Grantee Phone # 603-892-4477	**1.6. Account Number** 03-44-44-443010-2278 -072	**1.7. Completion Date** 9/30/2024	**1.8. Grant Limitation** $94,358
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** Russ Pearl, Road Agent	
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:** 5/15/2023			
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 upon 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

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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.

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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.

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EXHIBIT B
SCOPE OF SERVICES

Grant Number: 00A00749-2022-004
Project Title: NH Clean Diesel Program Agreement with
Town of Loudon – Loader & Plow 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 Town of Loudon (Vendor Code #B001-177431) for a wheeled loader and a plow truck that operate in Loudon, NH 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 Loudon, NH by Town of Loudon (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 1 wheeled loader and 1 plow truck.

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 1 model year (MY) 2023 Hyundai Tier 4 loader and 1 MY 2023 Freightliner Class 8 plow truck ("replacement units") as replacements for the 1 MY 2001 Caterpillar Tier 2 loader and the 1 MY 2003 International Class 8 plow truck ("existing units") respectively identified in their proposals submitted in response to the Request for Proposals. The Request for Proposals and the Recipient's proposals are incorporated into the Agreement by reference.

3. The replacement units will be MY 2023 or newer units as specified in the project proposals.

4. The replacement loader must have a horsepower of no greater than 40% of the existing unit and the replacement plow truck must be the same weight class, or, with written approval from NHDES, may be a smaller weight class. The replacement units must operate in the same manner fulfilling similar duties as the respective existing units. The replacement plow truck must operate over similar routes as the existing unit.

5. NHDES shall reimburse the Recipient 25 percent of the eligible expenses, or $94,358, whichever is less.

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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 purposes for which they are acquired.

7. Ineligible expenses include, but are not limited to: "optional" components or "add-ons" to the units, registration, scrappage of existing units, engineering, project management, and personnel costs.

8. The Recipient shall provide NHDES with the following information on the existing units prior to purchasing the replacement units:

   a. Annual hours of operation (loader) and Annual miles driven (truck)
   b. Annual fuel use and fuel type
   c. Annual idling hours
   d. Vehicle Identification Number (VIN; truck) or Equipment Product Identification Number (PIN; loader)
   e. Engine Model Year
   f. Engine Tier (loader only)
   g. Gross Vehicle Weight Rating (GVWR) (truck only)
   h. Vehicle weight class (truck only)
   i. Engine Manufacturer
   j. Engine Serial Number
   k. Engine Family Number
   l. Usage of selective catalytic reduction and/or diesel particulate filter (loader only)
   m. Description of typical use and, for the plow truck, description of routes

9. Each existing unit shall be taken out of service no later than 15 days following the placement into service of its respective replacement units.

10. Each existing unit will be scrapped within 90 days from the date its respective 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 the replacement units 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.

Depreciation Table: Town of Loudon		**Replacement Loader**	**Replacement Plow Truck**
	Percent Value Remaining	Value to be Returned to NHDES	Value to be Returned to NHDES
Year 1 value	20	$8,400	$10,472
Year 2 value	16	$6,720	$8,377
Year 3 value	12.8	$5,376	$6,702
Year 4 value	10.2	$4,284	$5,341
Year 5 value	7.6	$3,192	$3,979

Note: calculation is based on a maximum reimbursement value of $42,000 for the Loader and $52,358 for the plow truck. If reimbursements are less than these maximum values, the value to be returned to NHDES will be reduced proportionately.

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12. The Recipient shall:
    a. Register the replacement plow truck in accordance with New Hampshire law;
    b. Maintain the replacement units in accordance with manufacturer recommendations;
    c. Not make modifications to the replacement units including their engines; and,
    d. Make the replacement units and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.

13. The Recipient shall scrap the existing units or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines and chassis with a two-week (minimum) advance notice of the event. The existing units may be permanently disabled by:
    a. Creating a minimum 3-inch diameter hole completely through the engine blocks; and
    b. Cutting the chassis rails in half.

14. The Recipient shall supply documentation to NHDES confirming the scrappage requirements have been met for the existing units 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:
    a. The date each existing unit was scrapped;
    b. The Product Identification Number (PIN) or Vehicle Identification Number (VIN) as applicable and the engine model year, engine family name, and engine serial number for each existing unit;
    c. The name and contact information for the entity that scrapped each existing unit; and
    d. The following photographic images of the following for each existing unit, clearly labeled:
        i. Side profile of the unit;
        ii. PIN/VIN;
        iii. The engine tag that includes the engine serial number and engine family number (if available);
        iv. Chassis rail cut in half;
        v. Engine block prior to destruction; and
        vi. Engine block after destruction.

    Scrappage 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 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:
    a. The status of each replacement unit's order and delivery, with estimates of delivery and in-use dates of the replacement unit not yet procured and put in service;
    b. A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar quarter;
    c. The amount of fuel (diesel gallons) used by each unit during the preceding calendar quarter;
    d. The number of hours each loader was used in the preceding calendar quarter;

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e. The number of miles each plow truck was used in the preceding calendar quarter; and
f. The estimated amount of idling each unit experienced 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:
    a. The amount of fuel used by each unit during the preceding calendar year;
    b. A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar year;
    c. The number of hours the loader was used in the preceding calendar year;
    d. The number of miles the plow truck was used in the preceding calendar year; and
    e. 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.

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EXHIBIT C
METHOD OF PAYMENT

1) Payments under this agreement are not to exceed $94,358 or 25 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) Product Identification Number (PIN; loaders) and Vehicle Identification Number (VIN; trucks);
      ii) Engine and equipment/vehicle model year;
      iii) Engine and equipment/vehicle manufacturer;
      iv) Engine serial number;
      v) Engine family number;
      vi) Engine Tier and emissions reduction systems (i.e. SCR and DPF; loaders);
      vii) Vehicle's class (trucks);
      viii) Fuel type; and
      ix) 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.

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Certificate of Vote of Authorization

Grant Recipient: Town of Loudon, 55 S Village Road, Loudon, NH 03307

Board of Selectmen

I, Roger A. Maxfield of Town of Loudon do hereby certify that during a public vote on
(Name)

warrant articles which took place March 18, 2023 the Town of Loudon voted to enter into a
(Date of vote)

NH Clean Diesel Program grant agreement with the New Hampshire Department of Environmental Services, Air Resources Division, which is a reimbursement project only, and that

Russ Pearl, Road Agent is duly authorized to enter into said agreement on behalf of
(Name and Title)

the Town of Loudon, NH and is further authorized to execute any documents which may in their judgement be desirable or necessary to effect the purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of and for
(Title)

the Town of Loudon, NH.

Roger A. Maxfield, Roger A. Maxfield, 4-4-2023
(Printed Name) *(Signature)* *(Date)*

STATE OF NEW HAMPSHIRE

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Loudon 55 S. Village Road, Suite 1 Loudon, NH 03307	225	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2022 1/1/2023	1/1/2023 1/1/2024	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	$ 5,000,000 $ 5,000,000
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	1/1/2022 1/1/2023	1/1/2023 1/1/2024	Combined Single Limit (Each Accident) Aggregate	$5,000,000 $5,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2022 1/1/2023	1/1/2023 1/1/2024	X Statutory Each Accident Disease – Each Employee Disease – Policy Limit	$2,000,000 $2,000,000
X **Property (Special Risk includes Fire and Theft)**	1/1/2022 1/1/2023	1/1/2023 1/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301			By: Mary Beth Purcell Date: 12/5/2022 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

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