The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 10, 2024

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 the City of Berlin, NH (VC# 177362-B003) totaling $460,000 for partial funding of one (1) Fire Truck replacement, effective upon Governor and Council approval through June 30, 2025. 100% NH Volkswagen Environmental Mitigation Trust Funds.

EXPLANATION

The New Hampshire Volkswagen Beneficiary Mitigation Plan provides that 50 percent of New Hampshire's allocation of the national Volkswagen settlement funds will be used for the replacement of state and municipal vehicles and equipment to reduce overall diesel emissions and specifically to alleviate excess nitrogen oxide emissions caused by Volkswagen violations. Of that allocation, approximately 60 percent will be utilized to replace eligible vehicles owned by municipal governments. Through a Granite State Clean Fleets Request for Proposals (RFP), conducted from June 9, 2023, through October 13, 2023, NHDES received 32 qualifying proposals and is awarding grants to 16 applicants. Please see Attachment A for ranking and scores.

Under this Agreement, the City of Berlin will replace a model year 1998 Class 8 diesel Fire Truck. The truck is over 25 years old and has accumulated over 80,000 miles and 13,000 working hours. In December 2023, the fire truck was taken out of service for an extended period due to drivetrain repairs. The engine and transmission are nearing the end of their useful life, affecting performance and reliability. The front suspension requires regular repair, and the rear differential needs to be reset on a recurring basis. Due to the age of the truck, parts availability is limited. The City of Berlin is prioritizing the replacement of this vehicle as its duties are crucial to emergency response and life safety scenarios.

Pursuant to the NH Volkswagen Environmental Mitigation Trust (the VW Trust) and the Granite State Clean Fleets RFP, recipients must provide a 20% match for eligible diesel replacement projects. NHDES will provide the City of Berlin a grant of $460,000 or 80% of eligible project costs, whichever is less,

for the replacement of the MY 1998 Class 8 diesel Fire Truck. All payments will be transferred directly from the VW Trust to the grantee upon NHDES approval of invoices.

This Agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the VW Trust 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 City of Berlin		**1.4. Grantee Address** 168 Main Street Berlin, NH 03570	
1.5 Grantee Phone # 603-752-7532	**1.6. Account Number** N/A	**1.7. Completion Date** 06/30/2025	**1.8. Grant Limitation** $460,000
1.9. Grant Officer for State Agency Vanessa Partington, 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** Phillip Warren, City Mgr./Public Works Dir.	
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:** Melissa Fiske, **Assistant Attorney General, On:** 4 17 24			
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

Grantee Initials

Date 2.19.21

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.

Grantee Initials

Date

EXHIBIT A
SPECIAL PROVISIONS

1. Amend Subparagraph 9.4 to read: "On and after the Effective Date all data 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."

Grantee Initials _____
Date 2-14-24

EXHIBIT B
SCOPE OF SERVICES

Grant Number: NH-VW-2023-01-008
Project Title: NH Volkswagen Environmental Mitigation Trust - Granite State Clean Fleets with City of Berlin – Fire Truck Replacement Project
Subgrant Program for New Hampshire Government Entities to Reduce Diesel Emissions

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and City of Berlin (Vendor Code #177362-B003) for the replacement of one (1) Fire Truck that will operate in Berlin, NH to reduce diesel emissions in the State using funds available via the Granite State Clean Fleets Grant Program, funded by the New Hampshire VW Environmental Mitigation Trust.

The project activities will be carried out in Berlin, NH by the City of Berlin (hereinafter referred to as "the Recipient").

This agreement will become effective upon approval by NH Governor and Council. The project completion date is June 30, 2025, with additional reporting requirements.

NHDES and the Recipient will undertake under this Agreement the replacement of one (1) Model Year (MY) 1998 Class 8 diesel Fire 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 one (1) MY 2024 Class 8 diesel Fire Truck ("replacement unit") as replacement for the one (1) MY 1998 Class 8 diesel Fire Truck ("existing unit") identified in their proposal to the Request for Proposals. The Recipient shall obtain written approval from NHDES for the make, model, and specifications of the replacement unit, prior to purchase. The Request for Proposals and the Recipient's proposal are incorporated into the Agreement by reference.

3. The replacement unit will be MY 2024 or newer, as specified in the project proposal.

4. The replacement unit must be the same class as the existing unit or, with written approval from NHDES, may be replaced with a smaller class unit. The replacement unit must operate in the same manner over similar routes as the existing unit.

5. NHDES shall reimburse the Recipient 80 percent of the eligible expenses, or $460,000, whichever is less.

6. Eligible expenses under this grant include the cost of only: the replacement unit and attachments, accessories, modifications, or auxiliary apparatuses necessary to make the replacement unit 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, scrappage of existing unit, engineering, project management, and personnel costs.

Grantee Initials _____
Date 2/14/24

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

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

9. The Recipient shall use the replacement unit in normal service for a period of no less than five (5) years. In the event that the Recipient sells or surpluses the replacement unit within five years of the effective date of this contract, the Recipient shall reimburse the State of New Hampshire in accordance with the depreciation table below.

Project: City of Berlin - Fire Truck Replacement Grant

	Percent Value Remaining	Value to be Returned to NHDES
Year 1 value	20	$92,000
Year 2 value	16	$73,600
Year 3 value	12.8	$58,880
Year 4 value	10.2	$46,920
Year 5 value	7.6	$34,960

Note: calculation is based on a maximum reimbursement value of $460,000 for one (1) Fire Truck. If the total reimbursement is less than $460,000, the value to be returned to NHDES will be reduced proportionately.

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

11. The existing unit shall be taken out of service no later than 30 days following the placement into service of the corresponding replacement unit.

12. The existing unit will be scrapped within 90 days from the date the replacement is put into service.

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

Grantee Initials _____

Date 7/14/17

14. The Recipient shall supply documentation to NHDES confirming the scrappage requirements have been met for the 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:
    a. The date the existing unit was scrapped;
    b. The engine model year, engine family name, engine serial number, and Vehicle Identification Number (VIN) for the existing unit;
    c. The name and contact information for the entity that scrapped the existing unit; and
    d. Photographic images of the existing unit, clearly labeled:
        i. Side profile of the unit;
        ii. 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 the replacement unit. 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 replacement and destruction of the existing unit, to know if the replacement unit is in service, and to estimate the emissions reductions attributable to the project, including:
    a. The status of the 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 (existing and replacement, as applicable) during the preceding calendar quarter;
    d. The number of miles each unit (existing and replacement, as applicable) was used in the preceding calendar quarter; and
    e. The estimated amount of idling experienced by each unit (existing and replacement, as applicable) in the preceding calendar quarter.

16. The Recipient shall submit three **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. A description of the replacement unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar year;
    b. The amount of fuel (diesel gallons) used by the replacement unit during the preceding calendar year;
    c. The number of miles the replacement unit was used in the preceding calendar year; and
    d. The estimated amount of idling experienced by the replacement unit in the preceding calendar year.

Grantee Initials _____
Date 2.14.24

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.

Grantee Initials _____

Date 2021/4/27

EXHIBIT C
METHOD OF PAYMENT

1. Payments under this agreement are not to exceed $460,000 or 80 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 the vehicle's registration;
   c. A copy of all vendor invoices;
   d. A copy of cancelled checks or other documents verifying payment;
   e. Contact information for any questions related to reimbursement requests;
   f. Proof of scrappage as per Exhibit B; Sections 12-14; and
   g. Contact information for any questions related to reimbursement requests.

4. NHDES will process complete invoices within 45 days of receipt. Funds transferred directly from the Volkswagen Mitigation Trust are subject to approval by Trust administrators.

5. Invoices must be submitted by the project completion date. 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.

Grantee Initials (J)
Date 2/14/24

Certificate of Authority *(City Council Vote - Municipality))*

City Council Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of City of Berlin 168 Main St Berlin NH
(Municipality name & address)

I, Shelli Fortin, City Clerk, of the Town/City of Berlin, do
(Name & Title) *(Municipality)*

hereby certify that at a City Council vote held on 2/5/2024, granted
(Date of vote)

City of Berlin the authority to enter into a Granite State CleanPools Grant
(Municipality) *(Title of Grant)*

Agreement with the New Hampshire Department of Environmental Services, Air Resources Division, which is a reimbursement project only, and voted that

Phillip Warren, Jr. is duly authorized to enter into said agreement on
(Name & Title)

behalf of the Town/City of Berlin, NH and is further authorized to
(Municipality)

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 City Clerk of and for
(Title)

the Town/City of Berlin, NH.
(Municipality)

Shelli Fortin, Shelli Fortin 2/14/2024
(Print name) *(Signature)* *(Date of signature)*

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:*
City of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability** (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2023	7/1/2024	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property** (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	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
			By: Mary Beth Purcell
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 2/16/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

ATTACHMENT A

2023 Granite State Clean Fleets Grant Program via the NH Volkswagen Mitigation Trust Funds

In Response to RFP NH-VW-2023-01

Updated 1/31/2024

Final Scoring Results and Funding Amounts of Eligible Proposals

Grant Applicant	Location/Town	Funding Amount	Score
Selected			
University of New Hampshire	Durham	$40,037	107
Town of Pembroke	Pembroke	$684,970	95
City of Lebanon (Project 2 of 2)*	Lebanon	$1,397,192	94
City of Lebanon (Project 1 of 2)*	Lebanon	$1,397,192	91
Town of Hillsborough (Project 1 of 2)*	Hillsborough	$206,160	82
Town of Goshen	Goshen	$168,000	81
City of Berlin (Project 2 of 2)*	Berlin	$170,312	78
Town of Belmont (Project 1 of 2)*	Belmont	$207,520	76
Town of Lee (Project 2 of 2)*	Lee	$185,648	75
Town of Enfield	Enfield	$180,000	72
Town of Lee (Project 1 of 2)*	Lee	$185,648	72
Town of Hillsborough (Project 2 of 2)*	Hillsborough	$226,552	71
Town of Bennington	Bennington	$134,160	64
Town of Greenville	Greenville	$104,732	64
Town of Litchfield (Project 1 of 2)*	Litchfield	$239,900	64

Town of Plaistow	Plaistow	$949,982	64
Town of Farmington (Project 2 of 4)*	Farmington	$256,000	63
City of Berlin (Project 1 of 2)*	Berlin	$460,000	62
Town of Farmington (Project 1 of 4)*	Farmington	$216,000	62

Grant Applicant	Location/Town	Funding Amount	Score
Not Selected			
Town of Gorham	Gorham	$388,800	57
Town of Belmont (Project 2 of 2)*	Belmont	$202,412	56
Town of Litchfield (Project 2 or 2)*	Litchfield	$119,728	55
Town of Grantham	Grantham	$278,072	53
Town of Loudon (Project 2 of 2)*	Loudon	$123,800	51
Town of Farmington (Project 4 of 4)	Farmington	$680,000	50
Town of Loudon (Project 1 of 2)*	Loudon	$327,800	50
Town of Sunapee	Sunapee	$755,400	50
Town of Somersworth	Somersworth	$176,000	49
Town of Farmington (Project 3 of 4)*	Farmington	$136,000	47
Town of Fitzwilliam (Project 1 of 2)*	Fitzwilliam	$215,597	47
Town of Weare (Project 1 of 3)*	Weare	$224,000	44
Town of Barrington	Barrington	$172,000	43
Town of New Boston (Project 3 of 3)*	New Boston	$192,000	37
City of Franklin (Project 1 of 2)*	Franklin	$93,148	36

City of Franklin (Project 2 of 2)*	Franklin	$223,740	36
City of Laconia	Laconia	$207,200	36
Town of Fitzwilliam (Project 2 of 2)*	Fitzwilliam	$244,726	35
Town of Weare (Project 3 of 3)*	Weare	$224,000	34
Town of New Boston (Project 2 of 3)*	New Boston	$192,000	30
Town of Weare (Project 2 of 3)*	Weare	$224,000	29
Town of New Boston (Project 1 of 3)*	New Boston	$192,000	24
Town of Mont Vernon (Project 1 of 2)*	Mont Vernon	$822,634	14
Town of Mont Vernon (Project 2 of 2)*	Mont Vernon	$183,520	12

**Please note, while multiple units were included in many proposals, all unit replacements were scored individually, due to differing vehicle emissions data.*

Reviewers

Name	Agency/Organization	Title	Years of Experience
Rebecca Ohler	NHDES Air Resources Division Tech Services Bureau	Tech Services Administrator	25
Lucy St. John	NHDOT Bureau of Planning & Community Assistance	Senior Planner	8
Jessica Wilcox	NHDES Air Resources Division Tech Services Bureau	Mobile Sources Section Supervisor	6
Phil Lamoreaux	NHDES Air Resources Division Tech Services Bureau	Climate and Energy Program Manager	2

	Scoring Criteria	Potential Points
A	**Proposal Clarity & Project Readiness** *Proposal is thoroughly developed, is complete, and directly addresses questions being asked. Project seems feasible within timeframe and budget.*	30
B	**NO_x Reductions** *Calculated using EPA's Diesel Emission Quantifier (DEQ).**	15
C	**$PM_{2.5}$ Reductions** *Calculated using EPA's Diesel Emission Quantifier (DEQ).**	15
D	**CO_2 Reductions** *Calculated using EPA's Diesel Emission Quantifier (DEQ).**	15
E	**Environmental Justice** *Project impacts and/or engages the population of an area disproportionately affected by diesel emissions and/or an area of Environmental Justice concern.*	15
F	**Additional Benefits** *Project provides benefits in addition to air quality, such as project showcases, scalability, bidirectional charging capabilities, water quality, noise reduction, collaboration/cooperation with other service providers, and workforce development.*	10
	Total	**100**
	Bonus Criteria	**Potential Points**
H	**Electrification Bonus** *Project proposes technology which is powered exclusively by electricity provided by a battery, fuel cell, or the grid.*	25
I	**Renewable Energy Source** *Project integrates renewable energy technology (e.g. solar panels, hydro, wind).*	10
	Final	**135**