



The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

76

September 12, 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 Capt & Capt Fisheries, LLC, Lee, NH (VC# 506639-B001) totaling \$107,200 for partial funding for the replacement of two (2) Model Year (MY) 1995 marine engines for a commercial fishing boat, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows:

|   |                |
|---|----------------|
|   | <u>FY 2025</u> |
| 03-44-44-443010-2278-072-500572                             | \$107,200      |
| Dept. of Environmental Services, DERA Funds, Grants Federal |                |

**EXPLANATION**

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of marine diesel engines. The new engines must meet more stringent emissions standards. Utilizing federal EPA funds, NHDES has made approximately \$650,000 available for grants. The first round of the Request for Proposals was conducted from April 12, 2024 through May 24, 2024. Twelve entities submitted eligible proposals, nine of which were selected for funding (see Attachment A for the scoring results).

Under this Agreement, Capt & Capt Fisheries will replace two (2) marine engines in a commercial fishing vessel. In the three years that Capt & Capt Fisheries has owned the vessel, the engines have accumulated approximately 3,500 hours of operation. The MY 1995 engines are nearly three decades old, and experience frequent oil and antifreeze leaks due to failed gaskets and O-rings. In cold weather, the engines tend to smoke and emit diesel exhaust fumes. This is especially impactful to the densely populated neighborhoods of Seabrook where the vessel operates from. Due to the age of the engines, replacement parts are becoming increasingly difficult to source and repair times are lengthy, and they are nearing time for a major rebuild or replacement. Capt & Capt Fisheries has prioritized replacement because these engines are the sole power source for the boat and are increasingly becoming unreliable.

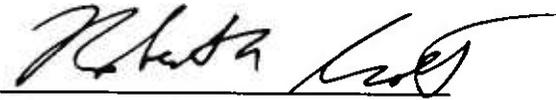
The DERA program has a mandatory minimum cost share requirement for an engine replacement project of 60 percent. NHDES will provide a grant of \$107,200 or 40 percent, whichever is less, of the total replacement cost (estimated at \$268,000) to Capt & Capt Fisheries, LLC for the replacement of two (2) marine engines.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2

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.

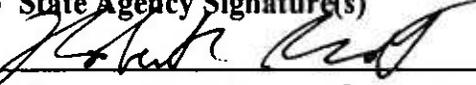
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

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.

|  |  |  |   |
|--|--|--|---|
| <b>1.1. State Agency Name</b><br>Department of Environmental Services  |  | <b>1.2. State Agency Address</b><br>29 Hazen Drive<br>Concord, NH 03301                  |   |
| <b>1.3. Grantee Name</b><br>Capt & Capt Fisheries, LLC   |  | <b>1.4. Grantee Address</b><br>53 Old Mill Rd<br>Lee, NH 03861                           |   |
| <b>1.5 Grantee Phone #</b><br>603-418-5900   | <b>1.6. Account Number</b><br>03-44-44-443010-2278-072 | <b>1.7. Completion Date</b><br>09/30/26  | <b>1.8. Grant Limitation</b><br>\$107,200 |
| <b>1.9. Grant Officer for State Agency</b><br>Jack Wade, Transportation Analyst  |  | <b>1.10. State Agency Telephone Number</b><br>603-271-8468                               |   |
| 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." |  |  |   |
| <b>1.11. Grantee Signature 1</b><br>  |  | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Curran Hanagan Owner                |   |
| <b>Grantee Signature 2</b>   |  | <b>Name &amp; Title of Grantee Signor 2</b>  |   |
| <b>Grantee Signature 3</b>   |  | <b>Name &amp; Title of Grantee Signor 3</b>  |   |
| <b>1.13 State Agency Signature(s)</b><br>   |  | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner |   |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>   |  |  |   |
| By:   |  | Assistant Attorney General, On: 10/15/2024   |   |
| <b>1.16. Approval by Governor and Council (if applicable)</b>  |  |  |   |
| 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

- 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 intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  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**

1. 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 NHDES with their Unique Entity Identifier (UEI) Number.
  
2. Amend Subparagraph 17.1.2 to read "Property and indemnity 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"

Grantee Initials CF  
Date 8/20/24

**EXHIBIT B**  
**SCOPE OF SERVICES**

Grant Number: 00A01382-2023-006  
Project Title: NH Clean Diesel Grant Program Agreement with  
Capt & Capt Fisheries, LLC  
Commercial Fishing Vessel Marine Engines Replacement Project  
Subgrant Program for Diesel Emissions Reduction Projects  
Federal Award Identification Number (FAIN): 00A01382  
(Awarded to NHDES February 13, 2024)  
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 Capt & Capt Fisheries, LLC (Vendor Code #B001-506639) for two Commercial Fishing Vessel Marine Engines that operate out of Seabrook, NH to reduce diesel emissions in the State using funds available via the New Hampshire Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out in Seabrook, NH by Capt & Capt Fisheries, LLC (hereinafter referred to as "the Recipient").

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

NHDES and the Recipient will undertake under this Agreement the replacement of two (2) Commercial Fishing Vessel Marine Engines.

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 two (2) Model Year (MY) 2024 Scania DI13 086M Diesel Marine Engines ("replacement units") as replacements for the two (2) MY 1995 Deutz BF8M1015MC Diesel Marine Engines ("existing units") identified in their proposal to the Request for Proposals or, with prior written approval from NHDES, the existing units may be replaced with comparable makes/models. The Request for Proposals and the Recipient's proposal are incorporated into the Agreement by reference.
3. The replacement units shall be MY 2024 or newer as specified in the project proposal.
4. The replacement units shall meet the Environmental Protection Agency's Tier 3 or Tier 4 emission standards for 2021 and newer MY marine compression-ignition engines.

Grantee Initials CF  
Date 8/20/24

5. The replacement units' horsepower must be the same as, or no greater than 25 percent more than that of the existing units', and the vessel must operate in the same manner as when operated by the existing units.
6. NHDES shall reimburse the Recipient 40 percent of the eligible expenses, or \$107,200, whichever is less.
7. Eligible expenses under this grant include the cost of only: the replacement units and labor, and any additional parts necessary to complete the installation of the replacement units.
8. Ineligible expenses include, but are not limited to: "optional" components or "add-ons" to the units, vessel registration, scrappage of existing units, engineering, project management, and personnel costs.
9. The Recipient shall provide NHDES with the following information on the existing units prior to purchasing the replacement units:
  - a. Annual operating hours
  - b. Annual fuel use and fuel type
  - c. Annual idling hours
  - d. Description of routes or typical use
  - e. Engine Model Year
  - f. Engine Manufacturer
  - a. Engine Serial Number
10. The existing units shall be taken out of service no later than 15 days following the placement into service of the replacement units.
11. The existing units will be scrapped within 90 days from the date the replacement units are put into service.
12. 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.

**Project: Capt & Capt Fisheries LLC Marine Engines Replacement**

|              | Percent Value Remaining | Value to be Returned to NHDES |
|--------------|-------------------------|-------------------------------|
| Year 1 value | 20                      | \$21,440                      |
| Year 2 value | 16                      | \$17,152                      |
| Year 3 value | 12.8                    | \$13,722                      |
| Year 4 value | 10.2                    | \$10,934                      |
| Year 5 value | 7.6                     | \$8,147                       |

*Note: calculation is based on a maximum reimbursement value of \$107,200. If total reimbursements are less than \$107,200, the value to be returned to NHDES will be reduced proportionately.*

Grantee Initials CF  
Date 8/20/24

13. The Recipient shall:
  - a. Register the vessel using the engines in accordance with New Hampshire law;
  - b. Maintain the replacement units in accordance with manufacturer recommendations;
  - c. Not make modifications of the emissions controls systems on the replacement units; 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.
  
14. 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 with a two-week (minimum) advance notice of the event. The existing units shall be permanently disabled by:
  - a. Creating a minimum 3-inch diameter hole completely through the engine blocks
  
15. 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 the existing units were scrapped;
  - b. The engine model year, engine family name, and engine serial numbers;
  - c. The name and contact information for the entity that scrapped the existing units, if other than Grantee; and
  - d. The following photographic images of the existing units, clearly labeled:
    - i. The engine tag that includes the engine serial number and engine family number (if available);
    - ii. Engine blocks prior to destruction; and
    - iii. Engine blocks 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.

16. 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> (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 15<sup>th</sup>). Quarterly Reports shall include sufficient information for NHDES to know the status of the units' replacement 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 the replacement units' order and delivery, with estimates of delivery and in-use dates of the replacement units not yet procured and put in service;
  - b. A description of the units' 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 hours each unit (existing and replacement, as applicable) were used in the preceding calendar quarter; and

Grantee Initials CF  
Date 8/20/24

- e. The estimated amount of idling experienced by each unit (existing and replacement, as applicable) in the preceding calendar quarter.
17. The Recipient shall submit three **Annual Project Status Reports** ("Annual Reports") to NHDES by January 15<sup>th</sup> 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 (diesel gallons) used by the units during the preceding calendar year;
  - b. A description of the units' service status and maintenance (scheduled and unscheduled) during the preceding calendar year;
  - c. The number of hours the units were used in the preceding calendar year; and
  - d. The estimated amount of idling the units experienced in the preceding calendar year.
18. 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 CF  
Date 8/20/24

**EXHIBIT C**  
**METHOD OF PAYMENT**

- 1) Payments under this Agreement are not to exceed \$107,200 or 40 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 provisions of this Grant Agreement, including the 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) Engine model year;
    - ii) Engine manufacturer;
    - iii) Engine serial number;
    - iv) Fuel type; and
    - v) Cost of units' replacements.
  - b) A copy of all vendor invoices;
  - c) A copy of cancelled checks or other documents verifying payment;
  - d) Proof of scrappage as per Exhibit B; Sections 14-15; and
  - e) 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 the Completion Date in Section 1.7 of this Grant Agreement. 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 of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Todd Herberhush hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*

Capt + Capt Fisheries I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on Aug 20, 2024,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Curtan Flanagan (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Capt + Capt Fisheries with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
**remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 8/20/24

**ATTEST:** Todd Herberhush Managing Partner  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2024

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>Insurance Solutions Corporation<br>60 Westville Rd<br>Plaistow NH 03865 |  | <b>CONTACT NAME:</b> Pam Brewster<br><b>PHONE (A/C, No, Ext):</b> (603) 382-4600<br><b>FAX (A/C, No):</b> (603) 382-2034<br><b>E-MAIL ADDRESS:</b> pbrewster@isc-insurance.com                  |  |
| <b>INSURED</b><br>Capt & Capt Fisheries LLC<br>5 River St.<br>Seabrook NH 03874            |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Atlantic Specialty Insurance<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|  |  | <b>NAIC #</b><br>27154  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL247158668      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|------------------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GENL. AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                              |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                       |           |          |                              |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |                              |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | Covered under P & I Coverage |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                    |
| A        | Protection & Indemnity   |           |          | B5JX57088                    | 3/18/2024               | 3/18/2025               | Limit of Liability \$1,000,000<br>Crew - 1 FT/PT   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>NH Department of Environmental Services<br>29 Hazen Dr PO Box 95<br>Concord, NH 03302 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Keith Maglia/PDB <i>K.M. Maglia</i> |
|--|---|

# 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 CAPT & CAPT FISHERIES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 09, 2021. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 875776

Certificate Number: 0006754573



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**ATTACHMENT A**

**2023-24 New Hampshire Clean Diesel Grant Program  
Final Scoring Results and Funding Amounts of Eligible Proposals**

| <b>Grant Applicant</b>             | <b>Project Location</b> | <b>Funding Amount</b> | <b>Score</b> |
|------------------------------------|-------------------------|-----------------------|--------------|
| Town of Lancaster                  | Lancaster               | \$61,470              | 119          |
| Town of Newport                    | Newport                 | \$40,500              | 96           |
| Yellow Bird Fishing Charters LLC   | Hampton                 | \$99,600              | 92           |
| Capt & Capt Fisheries LLC          | Seabrook                | \$107,200             | 92           |
| Abenaki Ski Area/Town of Wolfeboro | Wolfeboro               | \$57,500              | 86           |
| Loon Mountain Resort               | Lincoln                 | \$159,865             | 76           |
| Town of Plainfield                 | Plainfield              | \$66,675              | 73           |
| Town of Lee                        | Lee                     | \$50,769              | Withdrawn    |
| Town of Plymouth                   | Plymouth                | \$20,000              | Withdrawn    |

**Detailed Scoring Results**

| <b>Applicant</b>                   | <b>Cost Effectiveness Of Emission Reductions</b> | <b>Percent Operation in NH</b> | <b>Project Benefits an Environmental Justice Community or Population</b> | <b>Greenhouse Gas Emission Reductions</b> | <b>Clarity of Proposal &amp; Potential for Success</b> | <b>Project Benefits an Area Populated by Sensitive Receptors</b> | <b>Total Base Score</b> | <b>Replacement with Alternative Fuel</b> | <b>Government Entity</b> | <b>Additional Benefits</b> | <b>Final Score</b> |
|------------------------------------|--|--------------------------------|--|---|--|--|-------------------------|--|--------------------------|----------------------------|--------------------|
| <b>Maximum</b>                     | 45   | 20                             | 10   | 10  | 10   | 5  | 100                     | 25                                       | 10                       | 5                          | 140                |
| Town of Lancaster                  | 29   | 20                             | 8  | 9   | 10   | 4  | 79                      | 25                                       | 10                       | 5                          | 119                |
| Town of Lee                        | 35   | 20                             | 3  | 5   | 9  | 5  | 76                      | 25                                       | 10                       | 5                          | 116                |
| Town of Newport                    | 39   | 20                             | 9  | 1   | 9  | 4  | 82                      | 0  | 10                       | 4                          | 96                 |
| Yellow Bird Fishing Charters LLC   | 45   | 20                             | 5  | 10  | 4  | 4  | 88                      | 0  | 0                        | 4                          | 92                 |
| Capt & Capt Fisheries LLC          | 45   | 20                             | 5  | 10  | 5  | 4  | 89                      | 0  | 0                        | 3                          | 92                 |
| Abenaki Ski Area/Town of Wolfeboro | 43   | 20                             | 5  | 3   | 3  | 2  | 75                      | 0  | 10                       | 1                          | 86                 |
| Loon Mountain Resort               | 25   | 20                             | 6  | 1   | 7  | 4  | 63                      | 10                                       | 0                        | 3                          | 76                 |
| Town of Plainfield                 | 25   | 20                             | 2  | 3   | 9  | 2  | 61                      | 0  | 10                       | 2                          | 73                 |
| Town of Plymouth                   | 7  | 20                             | 4  | 2   | 10   | 3  | 46                      | 0  | 10                       | 4                          | 60                 |

## Reviewers

| Name               | Agency/Organization                                  | Title   | Years of Experience |
|--------------------|--|---|---------------------|
| Jessica Wilcox     | NHDES Air Resources Division<br>Tech Services Bureau | Tech Services<br>Administrator                      | 8                   |
| Jennifer Galbraith | NHDES Air Resources Division<br>Tech Services Bureau | Climate and Energy<br>Program Manager               | 8                   |
| Lucy St. John      | NHDOT Bureau of Planning &<br>Community Assistance   | Senior Planner                                      | 9                   |
| Jonathan LaBier    | NHDES Air Resources Division<br>Tech Services Bureau | Granite State Clean<br>Cities Coalition<br>Director | 2                   |
| Andrea Olsson      | NHDAS Bureau of Purchase and<br>Property             | Fleet Administrator                                 | 2                   |