

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



5M

BA

November 21, 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 to amend a Volkswagen Environmental Mitigation Trust grant to the Town of Lee, NH (VC# 177231-B003), by extending the completion date to December 31, 2025 from December 31, 2024, effective upon Governor & Council approval through December 31, 2025. This is a no-cost time extension. The original grant was approved by Governor & Council on May 1, 2024, Item #113. 100% Volkswagen Environmental Mitigation Trust funds.

EXPLANATION

We are requesting approval of this no-cost grant amendment in order to provide the Town of Lee additional time to complete the agreed upon project to replace one (1) engine model year (EMY) 1995 plow truck and one (1) EMY 1998 plow truck. Extension of the completion date to December 31, 2025 will allow the Town of Lee the time necessary to procure the new plow trucks, whose availability has been negatively impacted due to manufacturer building and supply chain delays.

To date, no funds of the \$371,295 Volkswagen Environmental Mitigation Trust grant have been spent. In the event grant funds become no longer available, general funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, substance and execution.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

AMENDMENT No. 1

Grant Number: NH-VW-2023-01-025
Project Title: NH Volkswagen Environmental Mitigation Trust – Granite State Clean Fleets
Grant Agreement with the Town of Lee
Two (2) Plow Trucks Replacement Project
Subgrant Program for New Hampshire Government Entities to Reduce Diesel Emissions

This Agreement (hereinafter called the Amendment) dated this 31st day of October, 2024, is by and between the New Hampshire Department of Environmental Services (NHDES) and the Town of Lee, NH (hereinafter referred to as the Grantee), 249 Calef Highway, Lee, NH 03861.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 1, 2024, the Grantee agreed to undertake the replacement of two (2) plow trucks upon the terms and conditions specified in the Agreement and in consideration of payment by NHDES of a certain sum as specified therein; and

WHEREAS, the Grantee and NHDES have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from December 31, 2024 to December 31, 2025.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Town of Lee

By [Signature]
(Signature of Certifying Officer)
Steve Bullek
Director of Public Works

Notarization

State of New Hampshire

County of Stafford

On 10/31/2024, before me, Robert Andrew Robertson
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Steve Bullek, who
Printed Name of Certifying Officer

acknowledged him/herself to be the DPW Director of Lee, NH
Office/Position Name of Municipality

and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

[Signature]
Notary Public or Justice of the Peace



(affix seal)

Commission Expires: July 19, 2028

The State of New Hampshire
Department of Environmental Services

By: [Signature]
Robert R. Scott, Commissioner

Approved by Attorney General this 22 day of November, as to form, substance and execution.

Office of Attorney General

[Signature]
Keely Lovato



TOWN OF LEE
 Office of the Select Board
 249 Calef Road
 Lee, New Hampshire 03861
 (603) 659-5414

Certificate of Authority

Select Board Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of Lee, 249 Calef Highway, Lee, NH 03861

I, Rebecca Hawthorne, Chair of the Town of Lee Select Board, do hereby certify that at a Lee Select Board meeting held on October 21, 2024 the Lee Select Board voted to grant Lee the authority to enter into the NH Volkswagen Environmental Mitigation Trust – Granite State Clean Fleets Grant Agreement with the New Hampshire Department of Environmental Services, Air Resources Division, which is a reimbursement project only, and voted that Steven Bullek, Lee Dept. of Public Works Director, is duly authorized to enter into said agreement on behalf of the Town of Lee, 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 THEREOF, I have hereunto set my hand as Chair of the Lee Select Board of and for the Town of Lee, NH.

Rebecca Hawthorne,  _____ October 21, 2024
 (Signature)

STATE OF NEW HAMPSHIRE





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: Town of Lee 249 Calef Highway Lee, NH 03861		Member Number: 218	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 10/31/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 28, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 5/1/24

ITEM # 113

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the Town of Lee, NH (VC# 177231-B003) totaling \$371,295 for partial funding of two (2) plow truck replacements, effective upon Governor and Council approval through December 31, 2024. 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 Town of Lee will replace one (1) model year (MY) 1995 and one (1) MY 1998 Class 8 diesel Plow Truck. The duties of these two trucks include plowing and salting/sanding all town roads and supporting town maintenance projects such as culvert work and hauling materials. Each truck has accumulated nearly 90,000 miles. Both the MY 1995 and 1998 trucks are experiencing mechanical issues which have inhibited the Town's ability to perform winter duties. These trucks are nearing 30 years old and are experiencing excessive body corrosion and frame issues, which require constant welding. Both trucks have also recently begun to experience transmission problems. The Town is prioritizing both trucks for replacement due to their increasing unreliability.

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 Town of Lee a grant of \$371,295 or 80% of eligible project costs, whichever is less, for

www.des.nh.gov

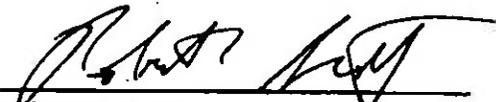
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2

the replacement of the two (2) Class 8 diesel Plow Trucks. 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. Should 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 Town of Lee		1.4. Grantee Address 249 Calef Highway Lee, NH 03861	
1.5. Grantee Phone # 603-659-6515	1.6. Account Number N/A	1.7. Completion Date 12/31/2024	1.8. Grant Limitation \$371,295
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 Steve Bullek, Director of Public Works	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Rebecca Hawthorne, Select Board	
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: 4/1/2024			
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 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. 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."

SDB RLK
Grantee Initials _____
Date 02/08/24

EXHIBIT B
SCOPE OF SERVICES

Grant Number: NH-VW-2023-01-025

Project Title: NH Volkswagen Environmental Mitigation Trust - Granite State Clean Fleets with
Town of Lee - Two (2) Plow Trucks 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 Town of Lee (Vendor Code #177231-8003) for replacement of two (2) Plow Trucks that operate in Lee, NH to reduce diesel emissions in the State using funds available via the Granite State Clean Fleets Grant Program, funded by the New Hampshire Volkswagen Environmental Mitigation Trust.

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

This agreement will become effective upon approval by NH Governor and Council. The project completion date is December 31, 2024, with additional reporting requirements.

NHDES and the Recipient will undertake under this Agreement the replacement of one (1) Model Year (MY) 1995 and one (1) MY 1998 Class 8 diesel Plow Trucks.

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

1. NHDES shall assign the appropriate staff to coordinate this project with the Recipient.
2. The Recipient shall purchase and operate two (2) MY 2025 Class 8 diesel Western Star 47X Plow Trucks ("replacement units") as replacements for the one (1) MY 1995 and one (1) MY 1998 Class 8 diesel Plow Trucks ("existing units") identified in their proposal to the Request for Proposals. The Request for Proposals and the Recipient's proposal are incorporated into the Agreement by reference.
3. The replacement units will be MY 2025 or newer units, as specified in the project proposal.
4. The replacement units must be the same class as the existing units or, with written approval from NHDES, may be replaced with smaller class units. The replacement units must operate in the same manner over similar routes as the existing units.
5. NHDES shall reimburse the Recipient 80 percent of the eligible expenses, or \$371,295, whichever is less.
6. Eligible expenses under this grant include the cost of only: the replacement units and attachments, accessories, modifications, or auxiliary apparatuses necessary to make the replacement units usable for the purpose for which they are acquired.
7. Ineligible expenses include but are not limited to: "optional" components or "add-ons" to the units, vehicle registration, scrapping of existing units, engineering, project management, and personnel costs.

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

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

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

Project:
Town of Lee – Two (2) Plow Trucks Replacement Grant

	Percent Value Remaining	Value to be Returned to NHDES per unit
Year 1 value	20	\$37,130
Year 2 value	16	\$29,704
Year 3 value	12.8	\$23,763
Year 4 value	10.2	\$18,936
Year 5 value	7.6	\$14,109

Note: calculation is based on a maximum reimbursement value of \$371,295 for two (2) Plow Trucks divided evenly. If total reimbursements are less than \$371,295, the value to be returned to NHDES will be reduced proportionately.

10. The Recipient shall:

- a. Register each replacement unit in accordance with New Hampshire law;
- b. Maintain each replacement unit in accordance with manufacturer recommendations;
- c. Not make modifications to any replacement unit including their engines or exhaust systems; and,
- d. Make each replacement unit and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by NHDES.

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

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

13. The Recipient shall scrap each existing unit or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of each engine and chassis with a two-week (minimum) advance notice of the event. The existing units 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.

14. The Recipient shall supply documentation to NHDES confirming the scrappage requirements have been met for each existing unit within two weeks of the event. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:
- a. The date each existing unit was scrapped;
 - b. The engine model year, engine family name, engine serial number, and Vehicle Identification Number (VIN) for each existing unit;
 - c. The name and contact information for the entity that scrapped each existing unit; and
 - d. Photographic images of each existing unit, clearly labeled as the following:
 - 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 all replacement units. Quarterly Reports are due January 15th, April 15th, July 15th, and October 15th (e.g., if the Effective Date were in May, then the first full quarter following the Effective Date would be July-September, thus the first Quarterly Report would be due October 15th). Quarterly Reports shall include sufficient information for NHDES to know the status of the unit replacements and destruction of the existing units, to know if the replacement units are in service, and to estimate the emissions reductions attributable to the project, including:
- a. The status of each replacement unit's order and delivery, with estimates of delivery and in-use dates of each replacement unit not yet procured and put in service;
 - b. A description of each unit's (existing and replacement, as applicable) 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 know the status of the unit replacements and destruction of the existing units, to know if the replacement units are in service, and to estimate the emissions reductions attributable to the project, including:
- a. The amount of fuel (diesel gallons) used by each replacement unit during the preceding calendar year;
 - b. A description of each replacement unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar year;

- c. The number of miles each replacement unit was used in the preceding calendar year; and
- d. The estimated amount of idling experienced by each replacement unit 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.

Grantee Initials SPD RLH
Date 02/09/24

EXHIBIT C
METHOD OF PAYMENT

1. Payments under this agreement are not to exceed \$371,295 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 13-14; 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.

SDB
Grantee Initials RLH
Date 02/09/21

Certificate of Authority

Select Board Vote – Town of Lee

Certificate of Vote of Authorization

Grant Recipient: Town of Lee, 249 Calef Highway, Lee, NH 03861

I, **Katrin Kasper, Town of Lee Select Board Chair** do hereby certify that at a Select Board vote held on Wednesday January 3, 2024, granted the Town of Lee the authority to enter into a Granite State Clean Fleets Program Grant Agreement with the New Hampshire Department of Environmental Services, Air Resources Division; which is a reimbursement project only, and voted to grant **Rebecca Hawthorne, Town of Lee Select Board Vice Chair** and **Steve Bullek, Director of Public Works**, authority to enter into said agreement on behalf of the Town of Lee, NH and are 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 Select Board Chair and for
(Title)

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

Katrin Kasper [Signature] 03/06/24
(Print name) (Signature) (Date of signature)

STATE OF NEW HAMPSHIRE



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) 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, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex 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 Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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 Primex. 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: Town of Lee 249 Calef Hwy Lee, NH 03861		Member Number: 218	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Coverage Category	Effective Date	Expiration Date	Limit	Deductible
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 2,000,000 \$ 10,000,000
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident) Aggregate	\$2,000,000 \$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$2,000,000 \$2,000,000
<input checked="" type="checkbox"/>	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	Primex - NH Public Risk Management Exchange
NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Powell</i>
			Date: 10/31/2023 mpurcell@nhprimex.org
			Please direct inquiries to: Primex 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

Final Scoring Results and Funding Amounts of Eligible Proposals
(continued)

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 <i>Proposal is thoroughly developed, is complete, and directly addresses questions being asked. Project seems feasible within timeframe and budget.</i>	30
B	NO_x Reductions <i>Calculated using EPA's Diesel Emission Quantifier (DEQ).*</i>	15
C	PM_{2.5} Reductions <i>Calculated using EPA's Diesel Emission Quantifier (DEQ).*</i>	15
D	CO₂ Reductions <i>Calculated using EPA's Diesel Emission Quantifier (DEQ).*</i>	15
E	Environmental Justice <i>Project impacts and/or engages the population of an area disproportionately affected by diesel emissions and/or an area of Environmental Justice concern.</i>	15
F	Additional Benefits <i>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.</i>	10
Total		100
Bonus Criteria		Potential Points
H	Electrification Bonus <i>Project proposes technology which is powered exclusively by electricity provided by a battery, fuel cell, or the grid.</i>	25
I	Renewable Energy Source <i>Project integrates renewable energy technology (e.g. solar panels, hydro, wind).</i>	10
Final		135