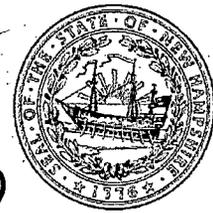




The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

5B

April 14, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Diesel Emissions Reduction Act (DERA) State Clean Diesel grant (PO# 1100308) to the Town of Durham, NH (VC#177383-B001), by extending the completion date to September 30, 2026 from September 30, 2025, effective upon Governor & Council approval through September 30, 2026. This is a no cost time extension. The original grant was approved by Governor & Council on June 26, 2024, Item #137. 45% federal DERA funds, 55% Volkswagen Trust funds.

EXPLANATION

We are requesting approval of this no-cost time amendment in order to provide the Town of Durham additional time to complete the agreed upon project to replace two (2) engine model year 2015 refuse trucks. Extension of the completion date to September 30, 2026 will allow the Town of Durham the time necessary to procure the new electric refuse trucks and associated charging infrastructure, whose availability has been negatively impacted due to manufacturer building and supply chain delays.

To date, no funds of the \$723,681 DERA 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: 00A00749-2022-009
Project Title: NH Clean Diesel Program Agreement with
Town of Durham – Refuse Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00749
(Awarded September 23, 2021)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Agreement (hereinafter called the Amendment) dated this 3rd day of MARCH, 2025, is by and between the New Hampshire Department of Environmental Services (NHDES) and the Town of Durham, NH (hereinafter referred to as the Grantee), 100 Stone Quarry Drive, Durham NH 03824.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 26, 2024, the Grantee agreed to undertake the replacement of two (2) refuse 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:

- 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 September 30, 2025 to September 30, 2026.
- 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.
- 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 Durham, NH

By _____

(Signature of Certifying Officer)

Todd I. Selig

Town Administrator, Town of Durham, NH

Notarization

State of New Hampshire

County of Stafford

On 3/3/25, before me, Rachel M. Deane
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Todd I. Selig, who
Printed Name of Certifying Officer

acknowledged him/herself to be the Town Admin, of Town of Durham
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.

RACHEL M. DEANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 19, 2026

Rachel M. Deane
Notary Public or Justice of the Peace

(affix seal)

Commission Expires: May 19, 2026

The State of New Hampshire
Department of Environmental Services

By: Robert R. Scott
Robert R. Scott, Commissioner

Approved by Attorney General this 21st day of April 2025, as to form, substance and execution.

Office of Attorney General

Melissa Fales, Melissa Fales, Assistant Atty. General

Certificate of Authority

(Town Council Vote – Durham, NH)

Town Council Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of Durham, NH
(Municipality name & address)

I, Joe Friedman, Chair Pro Tem, of the Town/City of Durham, do
(Name & Title) Tem Town Councilor (Municipality)

hereby certify that at a City Council vote held on April 15, 2024, granted
(Date of vote)

Durham the authority to enter into a NH Clean Diesel Program Grant
(Municipality) (Title of Grant)

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

Todd I. Selig, Administrator is duly authorized to enter into said agreement on
(Name & Title)

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

execute any documents which may, in their judgement, be desirable or necessary to effect the
purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as Chair Pro Tem of and for
(Title) Town Councilor

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

Joe Friedman
(Print name)

[Signature]
(Signature)

3/10/25
(Date of 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 Durham 8 Newmarket Road Durham, NH 03824-2898		Member Number: 160	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	
<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	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease -- Each Employee	
			Disease -- Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: With regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302					By: <i>Mary Beth Purcell</i>
					Date: 3/21/2025 mpurcell@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Town of Durham 8 Newmarket Road Durham, NH 03824-2898	160	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	
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 3/21/2025 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

701100308

May 30, 2024

APPROVED G & C

DATE 06/26/2024

ITEM # 137

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the Town of Durham, NH (VC# 177383-B001) totaling \$723,681 for partial funding of two (2) Electric Refuse Truck replacements and the installation of two (2) Direct Current Fast Charging (DCFC) stations to serve them, effective upon Governor and Council approval through September 30, 2025. 45% Federal Funds, 55% Volkswagen Environmental Mitigation Trust Fund (VW Trust Fund).

Funding is available in the account as follows:

03-44-44-443010-2278-072-500572

Dept. of Environmental Services, DERA Funds, Grants Federal

WK 12721898
RQ 241620

FY 2024
\$723,681

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) grants funding to states for projects that reduce harmful emissions produced by older diesel engines, including refuse truck replacements. The new engines must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's VW Trust Funds, NHDES has approximately \$1,300,000 available for grants. The first four rounds of request for proposals were conducted from July 15, 2022 through September 15, 2023. Eligible proposals were received from 14 applicants, all of which were selected for funding. Please see Attachment A for the scoring results.

The Town of Durham's project will replace two (2) model year 2015 Refuse Trucks with electric equivalents and install two (2) Direct Current Fast Charging (DCFC) stations to serve them. The current refuse trucks have each driven over 105,000 miles and have each been utilized for over 7,500 working hours. They have worked five days per week, eight hours per day, for nine years, in all weather conditions. The trucks have experienced significant wear and tear as the result of hoisting, storing, and transporting close to 20 tons of material per week across 1,900 collection points. Exposure to challenging weather conditions has accelerated rust and corrosion of the existing refuse trucks and their components requiring continued investment in major repairs. Numerous hydraulic, steel, and mechanical components are deteriorated and will require significant repairs in order to pass state inspections and maintain safe operating conditions. Although these trucks regularly undergo

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

72/3000

scheduled and preventative maintenance, it is quite common for at least one of the trucks to visit the Town's service bay weekly for unscheduled repair needs. The selective catalytic reduction systems, diesel particulate filters, and exhaust gas recirculation systems are no longer operating at optimal efficiency, which effectively forces the trucks to shut down during system malfunctions. Electrical issues have also become a routine occurrence, along with continued rusting and pitting of critical steel components. Specifically, the ejection ram and packing plates are deteriorated to the extent that modified electrical sensors have been mounted to the guide rails, to ensure they are working, though in a suboptimal manner. In the last twelve months, the first truck had its transmission, rear brakes, left tailgate and locking pistons replaced, and the second truck had its rear suspension springs, rear brake shoes, hydraulic line, and hose fittings replaced. There is only one (1) backup vehicle when either (or both) of these trucks are out of service, and both trucks require more repairs due to ongoing cracking and rusting of the truck body and issues with the front suspension, electrical, and emissions and after-treatment systems.

In preparation for the electric vehicle charging infrastructure, the Town of Durham Transfer Station Facility currently has a 400-ampere electrical panel and a three-phase power supply available. The two DCFC charging stations will be equipped with timing devices which will program the trucks to charge during off-peak hours, when electricity costs less. The Town has a solar array which produces approximately 860,000 kilowatt hours of electricity annually; this renewable energy is used to power all municipal facilities except the Wastewater Treatment Plant. Even with current energy usage, Durham realizes a surplus which will help power these DCFC stations.

The Town has conducted extensive research on this project and verified the viability of electric refuse trucks and DCFC infrastructure operating in climates even colder than NH. In addition, these new trucks will result in a safer working environment due to reduced risk of operator injury and significant reductions in tailpipe emissions and noise pollution which will benefit staff and the community.

The DERA program has a mandatory minimum cost share requirement for a diesel-to-electric vehicle replacement project of 55 percent. NHDES will provide a grant of \$723,681 or 45 percent, whichever is less, of the total replacement cost (estimated at \$1,608,180) to the Town of Durham for the procurement of two (2) electric refuse trucks and two (2) DCFC stations to serve them.

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

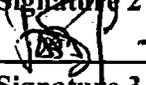
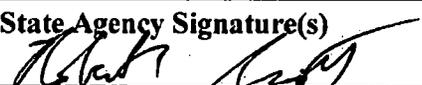
We respectfully request your approval.


Robert R. Scott
Commissioner

GRANT AGREEMENT

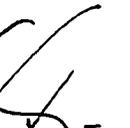
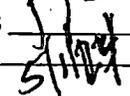
The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

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 Durham		1.4. Grantee Address 100 Stone Quarry Drive, Durham NH 03824	
1.5. Grantee Phone # 603-868-5578	1.6. Account Number 03-44-44-443010-2278-072	1.7. Completion Date 9/30/2025	1.8. Grant Limitation \$723,681
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 Richard Reine, Director of Public Works	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Todd I. Selig, Administrator	
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: 6/4/2024	
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 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 board of employees of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials 
 Date 

- 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.

[Handwritten signature]
[Handwritten date]

EXHIBIT A
SPECIAL PROVISIONS

1. Federal Funds paid under this Agreement are from a Grant 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 Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Unique Entity Identifier (UEI) number.

2. Amend Subparagraph 9.4 to read: "On and after the Effective Date all data which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur."

Grantee Initials

Date


5/1/24

EXHIBIT B
SCOPE OF SERVICES

Grant Number: 00A00749-2022-009
Project Title: NH Clean Diesel Program Agreement with
Town of Durham – Refuse Truck Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Numbers (FAINs): 00A00175 & 00A00749
(Awarded to NHDES August 9, 2019 & September 23, 2021, respectively)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Town of Durham (Vendor Code #177383-B001) for two (2) Electric Refuse Trucks and two (2) Direct Current Fast Charging (DCFC) stations that will operate in Durham, NH to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

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

This Agreement will become effective upon approval by NH Governor and Council. The project completion date is September 30, 2025, with additional reporting requirements. The Request for Proposals (RFP) and the Recipient’s response to the RFP are incorporated into the Agreement by reference.

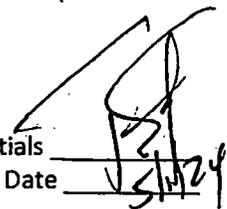
NHDES and the Recipient will undertake under this Agreement the replacement of two (2) Diesel Refuse Trucks with two (2) Electric Refuse Trucks and the installation of two (2) Direct Current Fast Charging stations to serve them.

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 electric Refuse Trucks (“replacement units”) as replacements for the two (2) MY 2015 Freightliner M2 diesel Refuse Trucks (“existing units”) identified in their response to the Request for Proposals. The replacement units must be the same make(s), model(s), and specifications as proposed or, with prior written approval from NHDES, may be replaced with comparable make(s) and model(s).
 - a. The replacement units shall be MY 2024 or newer electric Refuse Trucks, as specified in the project proposal.
 - b. The replacement units must be the same gross vehicle weight class as the existing units or, with written approval from NHDES, may be replaced with smaller class units.
 - c. The replacement units must perform the same function as the existing units, over the same or similar routes noted in the Recipient’s response to the RFP.
3. The Recipient shall purchase, install, and maintain two (2) Direct Current Fast Charging stations (“DCFC stations”) to charge the replacement units, as identified in their response to the Request for Proposals. The

Grantee Initials

Date

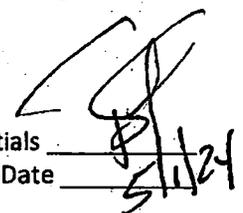
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Recipient shall obtain written approval from NHDES for the make(s), model(s), and specifications of the DCFC stations, prior to purchase.

4. All DCFC station equipment installed shall meet the following minimum requirements:
 - a. Is new and unused and is not refurbished or remanufactured;
 - b. Is free from faults and defects;
 - c. Employs the most current technology commercially available;
 - d. Includes the unit and all cables, connectors, interfaces, and any other items necessary for full operation at the designated site;
 - e. Includes all standard manufacturer accessories;
 - f. Is factory calibrated (as applicable) prior to or during installation in accordance with the Original Equipment Manufacturer (OEM) standards;
 - g. Has a minimum 5-year warranty;
 - h. Has the ability to stop the flow of power when not in use and has over-current protection to prevent vehicles from drawing too much power;
 - i. Is certified by the Underwriters Laboratories, Inc. (UL), or equivalent safety standard;
 - j. Complies with all National Electric Code and Federal Communications Commission regulations for safety and operation requirements;
 - k. Is rated to withstand reasonably expected extreme weather conditions including temperature extremes, wind, ice, snow, heavy rain, and high winds, and is protected from malfunctions due to condensation;
 - l. Is rated to withstand flooding if the project area is within a flood zone;
 - m. Includes barriers or other mechanisms to prevent damage from snow removal equipment or vehicles;
 - n. Is installed with the most current software version available and software upgrades are able to be performed, as needed;
 - o. Includes screen displays that are readable in all light levels, including in direct sunlight and at night;
 - p. Is designed and maintained to be tamper-proof to the extent feasible;
 - q. Has a cord management system that prevents the cord from lying on the ground or becoming entangled;
 - r. Is capable of providing a full charge to the replacement units during the typical period of unit inactivity; and
 - s. Shall be operational at least 97 percent of the time annually, based on a schedule of 24 hours per day and seven days per week.

Though not an eligible cost under the grant, it is strongly recommended that the Recipient procure a 5-year service contract in order to meet 97 percent operational requirement and address any system or maintenance issues that may arise.

5. Installation of the DCFC stations shall comply with all state and local energy and building code requirements.
6. All electrical work shall be completed by properly licensed electricians.
7. The Recipient shall coordinate with the electric utility serving the designated site before work on this Agreement begins to determine whether the utility can cover any portion of project costs, through rebates,

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reimbursements, funding assistance or other means. The Recipient shall complete project work in a manner that enables receipt of these monies. The Recipient shall share this information with NHDES.

8. The Recipient shall supplement the total eligible cost of the project through any rebates and reimbursements from its utility or third party, prior to requesting reimbursement from NHDES, to the best of their ability. If NHDES has previously reimbursed the Recipient for such expense(s), the Recipient shall return any supplemental funds received for the same expense to NHDES.
9. NHDES shall reimburse the Recipient 45 percent of the eligible expenses, minus any eligible expenses paid by the utility or third party, or \$723,681, whichever is less.
10. Eligible expenses include:
 - a. Replacement units: 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.
 - b. DCFC stations: eligible expenses under this grant include the cost of the purchase and installation of one electric vehicle charging station per vehicle, including the unit and charging cable(s), mount, and/or pedestal, other necessary parts and accessories, and five-year warranty.
11. Ineligible expenses:
 - a. Replacement Units: ineligible expenses include but are not limited to: "optional" components or "add-ons" to the units, vehicle registration, scrappage of existing units, engineering, project management, and personnel costs.
 - b. DCFC stations: ineligible expenses include, but are not limited to: power distribution to the pedestal, electrical panels and their installation, upgrades to existing electrical panels or electrical service, transformers and their installation, wiring/conduit and its installation, electricity, operation and maintenance, stationary energy storage systems that power the equipment (e.g., batteries) and their installation, on-site power generation systems that power the equipment (e.g., solar and wind power generation equipment) and their installation, and any expenses covered by the utility or a third party through rebates or reimbursements.
12. 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	g. Vehicle Class
b. Annual fuel use and fuel type	Number (VIN)	h. Engine Manufacturer
c. Annual idling hours	e. Engine Model Year	i. Engine Serial Number
	f. Gross Vehicle Weight Rating (GVWR)	j. Engine Family Number
		k. Description of routes or typical use
13. The existing units shall be taken out of service no later than 15 days following the placement into service of each corresponding replacement unit.
14. The existing units shall be scrapped within 90 days from the date each replacement unit is put into service.

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15. The Recipient shall use the replacement units and DCFC stations 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 or DCFC station 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: Town of Durham Refuse Truck Grant

	Percent Value Remaining	Value to be Returned to NHDES per one-to-one replacement unit and DCFC station combination
Year 1 value	20	\$72,368
Year 2 value	16	\$57,895
Year 3 value	12.8	\$46,316
Year 4 value	10.2	\$36,908
Year 5 value	7.6	\$27,500

Note: calculation is based on a maximum reimbursement value of \$361,841 for one (1) Refuse Truck and one (1) DCFC station combination, which totals \$723,681 for (2) Refuse Trucks and (2) DCFC stations. If total reimbursements are less than \$723,681, the value to be returned to NHDES will be reduced proportionately.

16. The Recipient shall:
- Register each replacement unit in accordance with New Hampshire law;
 - Maintain each replacement unit in accordance with manufacturer recommendations;
 - Not make modifications to any replacement unit; and
 - Make each replacement unit-related and DCFC station-related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.
17. The Recipient shall scrap the existing units or render each existing unit 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:
- Creating a minimum 3-inch diameter hole completely through the engine block; and
 - Cutting the chassis rail in half.
18. The Recipient shall supply documentation to NHDES confirming the scrappage requirements have been met for each existing unit within two weeks of the event. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:
- The date each existing unit was scrapped;
 - The engine model year, engine family name, engine serial number, and Vehicle Identification Number (VIN) for each existing unit;
 - The name and contact information for the entity that scrapped each existing unit; and
 - Photographic images for each existing unit, clearly labeled as:

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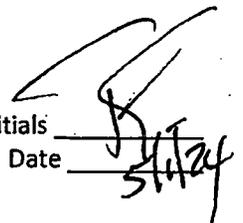
- i. Side profile of the unit;
- ii. VIN;
- iii. The engine tag that includes the engine serial number and engine family number (if available);
- iv. Chassis rail cut in half;
- v. Engine block prior to destruction; and
- vi. Engine block after destruction.

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.

19. 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 both replacement units and installation of both DCFC stations. 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 and DCFC stations are in service, and to estimate the emissions reductions attributable to the project, including:
- a. Existing units (until the replacement units are procured and put in service):
 - i. A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar quarter;
 - ii. The amount of fuel (diesel gallons) used by each unit during the preceding calendar quarter;
 - iii. The number of miles each unit was used in the preceding calendar quarter; and
 - iv. The estimated amount of idling experienced by each unit in the preceding calendar quarter.
 - b. Replacement units:
 - i. 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;
 - ii. A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar quarter;
 - iii. The number of kilowatt-hours (kWh) used by each unit during the preceding calendar quarter; and
 - iv. The number of miles each unit was used in the preceding calendar quarter.
 - c. DCFC stations:
 - i. The status of each DCFC station's order and delivery, with estimated date(s) of delivery, installation, commissioning, and full operation.
 - ii. The Recipient shall notify NHDES within one calendar week of DCFC stations on the site becoming fully operational.
 - iii. the Recipient shall submit quarterly reports, the initial of which shall include a description of how this information is derived. Subsequent quarterly and annual reports need not include such description unless there are changes. The reports shall contain data on that site's operation and usage, including, but not limited to:
 - (a) Station address, city, state, zip code;
 - (b) Station activation date;
 - (c) Station ID and Plug ID(s);
 - (d) Session ID, date, and start/end times;
 - (e) Total time plugged in;
 - (f) Total time spent charging;

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- (g) Total energy dispensed (kWh);
- (h) Max power output (kWh);
- (i) Equipment malfunctions and steps taken to correct;
- (j) Routine maintenance conducted;
- (k) Percent of time vehicles connected to a charger are charging (over reporting timeframe);
- (l) Peak kW draw in the reporting period by date and time;
- (m) Electrical demand charges incurred;
- (n) Percentage of time during the reporting period that each DCFC station was operational;
- (o) Downtime and an explanation of planned and unplanned downtime, during the preceding calendar quarter;
- (p) Every fourth quarterly report shall include the operational status, demonstrating that the DCFC stations met the requirement of being operational at least 97 percent of the time annually. If any DCFC station did not meet the operational requirement, the Recipient shall include an explanation as to why it did not; and
- (q) Any other information pertinent to the successful operation of the site.

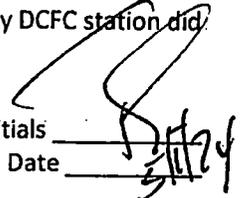
20. The Recipient shall submit three **Annual Project Status Reports** ("Annual Reports") to NHDES by January 15th beginning the January following the last quarterly report. Annual Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the project, including:

a. Replacement units:

- i. A description of each unit's service status and maintenance (scheduled and unscheduled) during the preceding calendar year;
- ii. The number of kWh used by each unit during the preceding calendar year; and
- iii. The number of miles each unit was used in the preceding calendar year.

b. DCFC stations:

- i. The Recipient shall submit annual reports, the initial of which shall include a description of how this information is derived. Subsequent reports need not include such description unless there are changes. The reports shall contain data on that site's operation and usage, including, but not limited to:
 - (a) Station address, city, state, zip code;
 - (b) Station activation date;
 - (c) Station ID and Plug ID(s);
 - (d) Session ID, date, and start/end times;
 - (e) Total time plugged in;
 - (f) Total time spent charging;
 - (g) Total energy dispensed (kWh);
 - (h) Max power output (kWh);
 - (i) Equipment malfunctions and steps taken to correct;
 - (j) Routine maintenance conducted;
 - (k) Percent of time vehicles connected to a charger are charging;
 - (l) Peak kW draw in the reporting period by date and time;
 - (m) Electrical demand charges incurred;
 - (n) Percentage of time during the reporting period that the DCFC stations were operational;
 - (o) Downtime and an explanation of planned and unplanned downtime, during the preceding calendar year;
 - (p) Every annual report shall include the operational status, demonstrating that the DCFC stations met the requirement of being operational at least 97 percent of the time. If any DCFC station did



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not meet the operational requirement, the Recipient shall include an explanation as to why it did not; and

(q) Any other information pertinent to the successful operation of the site.

21. The Recipient shall not use grant funds for any costs not specified in this Exhibit B, Scope of Services. The Recipient shall complete all activities, reports, and work products specified herein.

Grantee Initials _____

Date _____

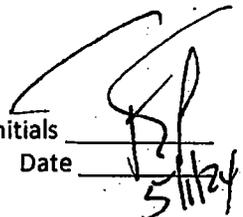
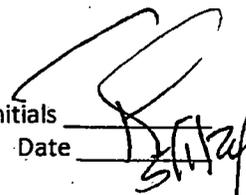
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EXHIBIT C
METHOD OF PAYMENT

1. Payments under this Agreement are not to exceed \$723,681 or 45 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 in this 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 and DCFC station (existing and replacement, as applicable):
 - i. Units:
 1. Vehicle Identification Number (VIN);
 2. Engine/electric motor and vehicle model year;
 3. Engine/electric motor and vehicle manufacturer;
 4. Engine/electric motor serial number;
 5. Vehicle's class;
 6. Fuel type; and
 7. Cost of unit replacement.
 - ii. DCFC stations:
 1. Make and model;
 2. Serial number;
 3. Voltage rating;
 4. Amperage rating;
 5. Number and type of charging connectors;
 - b. A copy of all vendor invoices;
 - c. A copy of cancelled check(s) or other documents verifying payment;
 - d. Proof of services rendered;
 - e. A copy of the five-year warranty for the DCFC stations with corresponding invoice and proof of payment.
 - f. A copy of each vehicle's registration;
 - g. Proof of scrappage as per Exhibit B; Sections 17-18; and
 - h. 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 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.

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Certificate of Authority

(Town Council Vote Durham)

Town Council Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of Durham

I, Sally Needell, Town Council Chair of the Town of Durham, do

hereby certify that at a Town Council vote held on April 15, 2024, granted

Durham the authority to enter into a NH Clean Diesel Grant

Agreement with the New Hampshire Department of Environmental Services, Air Resources

Division, which is a reimbursement project only, and voted that

Todd I. Selig, Administrator is duly authorized to enter into said agreement on

behalf of the Town of Durham, NH and is further authorized to

execute any documents which may, in their judgement, be desirable or necessary to effect the purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Council Chair of and for

the Town of Durham, NH.

Sally Needell
(Print name)

Sally Needell
(Signature)

April 22, 2024
(Date of signature)

STATE OF NEW HAMPSHIRE

Rachel M. Deane 4/22/24
RACHEL M. DEANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 19, 2026



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 Durham 8 Newmarket Road Durham, NH 03824-2898	Member Number: 160	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<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	\$ 1,000,000
	7/1/2024	7/1/2025	General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	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 Concord, NH 03302					Date: 5/22/2024 mpurcell@nhprimex.org
					Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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 Durham 8 Newmarket Road Durham, NH 03824-2898	Member Number: 160	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease - Each Employee \$2,000,000 <input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302			Date: 1/30/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

ATTACHMENT A

2022 New Hampshire Clean Diesel Grant Program

Final Scoring Results and Funding Amounts of Eligible Proposals (Rounds 1-4)

Grant Applicant	Project Location	Funding Amount	Score
Town of Durham	Durham	\$723,681	112
Windfield Alloy	Atkinson	\$175,200	96
Town of Bradford	Bradford	\$101,000	89
S&J Transportation	Lee	\$141,676	86
Town of Loudon (2 of 2)	Loudon	\$42,000	82
Town of Barnstead	Barnstead	\$58,750	81
Town of Dalton	Dalton	\$61,045	80
Jalbert Leasing LLC	Portsmouth	\$171,250	75
Town of Loudon (1 of 2)	Loudon	\$52,358	60
Town of Bedford	Bedford	\$337,500	Withdrawn
Town of Enfield	Enfield	\$56,250	Withdrawn
Town of Fitzwilliam	Fitzwilliam	\$55,475	Withdrawn
Town of Goffstown	Goffstown	\$315,000	Withdrawn
Town of Hudson	Hudson	\$206,250	Withdrawn

Detailed Scoring Results

Applicant	Cost Effectiveness Of Emission Reductions	Percent Operation in NH	Project Benefits an Environmental Justice Community or Population	Greenhouse Gas Emission Reductions	Clarity of Proposal & Potential for Success	Project Benefits an Area Populated by Sensitive Receptors	Total Base Score	Replacement with Alternative Fuel	Government Entity	Additional Benefits	Final Score
Maximum	45	20	10	10	10	5	100	25	10	5	140
Town of Durham	25	20	9	4	10	4	72	25	10	5	112
Windfield Alloy	45	20	4	10	10	3	92	0	0	4	96
Town of Bradford	43	20	6	1	7	1	78	0	10	1	89
S&J Transportation	44	16	5	4	10	4	83	0	0	3	86
Town of Loudon (2 of 2)	38	20	4	1	7	1	71	0	10	1	82
Town of Barnstead	36	20	5	3	5	1	70	0	10	1	81
Town of Dalton	29	20	7	1	10	1	68	0	10	2	80
Jalbert Leasing LLC	45	7	8	2	9	3	74	0	0	1	75
Town of Loudon (1 of 2)	15	20	5	1	7	1	49	0	10	1	60

Reviewers

Name	Agency/Organization	Title	Years of Experience	Rounds Scored
Joe Fontaine	NHDES Air Resources Division Tech Services Bureau	Technical Programs Manager	32	1 & 2
Rebecca Ohler	NHDES Air Resources Division Tech Services Bureau	Tech Services Administrator	24	1, 2, 3, 4
Lucy St. John	NHDOT Bureau of Planning & Community Assistance	Senior Planner	8	1, 2, 3, 4
Timothy White	NHDES Air Resources Division Tech Services Bureau	Mobile Sources Section Supervisor	7	1 & 2
Jessica Wilcox	NHDES Air Resources Division Tech Services Bureau	Mobile Sources Section Supervisor	6	3, 4
Phil Lamoreaux	NHDES Air Resources Division Tech Services Bureau	Climate and Energy Program Manager	2	1, 2, 4

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