



The State of New Hampshire
Department of Environmental Services



ARC

Robert R. Scott, Commissioner

28

October 1, 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 (NHDES) to enter into a Cooperative Project Agreement (CPA) with the Community College System of New Hampshire, White Mountains Community College (WMCC), Berlin NH (VC# 216952-B004) totaling \$123,574 for the replacement of one (1) Commercial Driver's License (CDL) training truck, effective upon Governor and Council approval through December 31, 2026. 100% New Hampshire Volkswagen Environmental Mitigation Trust funds.

EXPLANATION

The New Hampshire Volkswagen Beneficiary Mitigation Plan provides that 20 percent of New Hampshire's allocation of the Volkswagen Mitigation Trust (VW Trust) funds will be utilized to replace state entity-owned vehicles. During an open solicitation from July 7 to August 12, 2025, NHDES received nine (9) eligible vehicle replacement proposals from five (5) public entities. All proposals were selected for funding, with one (1) proposal subsequently withdrawn. Please see Attachment A for the list of proposals selected for funding.

NHDES requests approval to enter into a Cooperative Project Agreement (CPA) with WMCC in an amount not to exceed \$123,574 for the replacement of one (1) CDL training truck. Being an important vehicle used in the training courses for CDL students at WMCC, the engine model year (EMY) 1998 truck has been in active use for 27 years. Though the odometer has been replaced several times, the course instructor estimates the truck has accumulated over 900,000 miles in its lifetime. Heavy usage extends beyond on-road driving for the truck, with over 840 hours of annual engine use during training courses. Due to the vehicle's age and extensive use, repairs have become more frequent and costly to keep the truck functional. In the last few years, repair costs have exceeded \$4,000 for tire replacements and fixes to the air tanks and starter. Repairs needed if the vehicle isn't replaced include those for the clutch, rear end and brakes, with an estimated total cost of nearly \$11,000. The truck's cab is also suffering from extensive rust. In order to reduce maintenance and repair costs, improve fuel efficiency, and train new CDL students on the features found on more modern trucks, WMCC has prioritized the replacement of this truck with a new EMY 2025 truck.

The CPA specifies that the funds will be used to fully fund the replacement of one (1) CDL training truck and additionally clarifies the tasks to be completed to ensure funds are used in compliance with the

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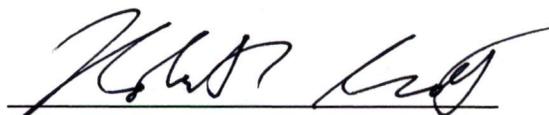
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Kelly A. Ayotte
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terms of the VW Trust. NHDES will not be holding VW Trust funds in its accounts; all funds will be transferred directly from the trustee, Wilmington Trust, to WMCC, who will administer the project.

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

We respectfully request your approval.

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

Robert R. Scott
Commissioner

COOPERATIVE PROJECT AGREEMENT
Between
The STATE OF NEW HAMPSHIRE, Department of Environmental Services,
And
The COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "State"), and the Community College System of New Hampshire, acting through White Mountains Community College, (hereinafter "CCSNH"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 24, 2015, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date"), unless no such approval is required, in which case the Project Agreement shall become effective on the date the Project Agreement is signed by the State Agency and shall end on December 31, 2026. If the provision of services by CCSNH precedes the Effective date, all services performed by CCSNH shall be performed at the sole risk of CCSNH and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay CCSNH for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred by CCSNH prior to the Effective date, that would otherwise be allowable, shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: NH Volkswagen Trust State Agency Vehicle Replacement Project with White Mountains Community College

D. The following individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Jack Wade
Address: 29 Hazen Dr, Concord, NH 03301-0095
Phone: 603-271-5552

CCSNH Project Administrator

Name: McKenzie Harrington
Address: 26 College Drive, Concord, NH 03301
Phone: 603-230-3547

E. The following individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Jack Wade
Address: 29 Hazen Dr, Concord, NH 03301-0095

CCSNH Project Director

Name: Paul Mundell
Address: 2020 Riverside Drive, Berlin, NH 03570

Phone: 603-271-5552

Phone: 603-342-3095

F. Total State funds in the amount of \$123,574 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse CCSNH for costs exceeding the amount specified in this paragraph.

Check if applicable

CCSNH will cost-share 0% of total costs during the term of this Project Agreement.

Federal funds paid to CCSNH under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to CCSNH as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 24, 2015, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the Community College System of New Hampshire dated June 24, 2015 is/are hereby amended to add in the following provision:

H. Check if applicable

State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by CCSNH in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and CCSNH regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the Community College System of New Hampshire, acting through White Mountains Community College and the State of New Hampshire, acting through the Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:
Community College System of New Hampshire
Name: Mark Rubinstein
Title: Chancellor
Signature and Date:
Mark Rubinstein 09/09/25

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date:
Robert R. Scott 10/21/25

By An Authorized Official of:
New Hampshire Office of Attorney General

Name: Keely Lovato

Title: Attorney

Signature and Date:

Keely Lovato 10/07/2025

By An Authorized Official of:
New Hampshire Governor and Exec. Council

Name: _____

Title: _____

Signature and Date:

EXHIBIT A – Scope of Work

- A. Project Title:** NH Volkswagen Trust State Agency Vehicle Replacement Project with White Mountains Community College
- B. Project Period:** Effective date of this agreement to December 31, 2026.
- C. Objectives:** The replacement of one (1) diesel-powered Commercial Driver License (CDL) training truck.
- D. Scope of Work:**

This Scope of Work describes activities that have been agreed to between the New Hampshire Department of Environmental Services (hereinafter NHDES) and White Mountains Community College (hereinafter WMCC) regarding the use of Volkswagen Mitigation Trust Funds to replace one (1) WMCC vehicle.

The purpose of this Cooperative Project Agreement (CPA) is to fully fund the replacement of one (1) WMCC diesel vehicle to train CDL students and reduce air pollution. Funds are available via New Hampshire's Volkswagen Mitigation Trust Agreement for State Beneficiaries (VW Trust). Total funding shall not exceed \$123,574 or 100 percent of the project cost, whichever is less. Funds shall be available to WMCC upon approval by the Governor and Executive Council through December 31, 2026.

For the purposes of this CPA, NHDES and WMCC agree to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with WMCC.
2. The Scope of Work consists of the replacement of the replacement of one (1) engine model year (EMY) 1998 Mack CH diesel truck ("existing vehicle") with one (1) EMY 2026 Freightliner M2 106 Plus diesel truck ("replacement vehicle"), or with the prior written approval of NHDES, the existing vehicle may be replaced with a comparable make/model vehicle.
3. VW Trust shall reimburse WMCC up to 100 percent of eligible expenses, or \$123,574, whichever is less.
4. Eligible expenses shall include:
 - a. Cost of the replacement vehicle (including cab, chassis and body);
 - b. Cost of the direct replacement of vehicle accessories that are necessary for the function of the vehicle for its intended use and that existed on the vehicle being replaced (e.g., plow frames, wings and blades on a plow truck, hydraulic systems, load cover).
5. Ineligible expenses shall include, but are not limited to:
 - a. Optional vehicle components or add-ons (e.g., racks, lights, toolboxes, etc.);
 - b. Vehicle registration;
 - c. Scrappage of existing vehicle, engineering or project management; and
 - d. Personnel costs.
6. WMCC shall provide the following information on the existing vehicle to be replaced to NHDES:
 - a. Annual miles driven
 - g. Vehicle Class

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

7. WMCC shall not take delivery of the replacement vehicle prior to written approval from NHDES that the proposed vehicle replacement is eligible under the terms of this CPA and the terms of the VW Trust requirements.
8. The existing vehicle shall be taken out of service no later than 30 days from the replacement vehicle being placed into service.
9. WMCC shall use the replacement vehicle in normal service for a period of no less than five (5) years. In the event that WMCC sells or surpluses the replacement vehicle within five years of the effective date of this CPA, WMCC shall follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse NHDES in accordance with the depreciation table below.

Project: WMCC Vehicle Replacement

| | Percent Value Remaining | Value to be Returned to NHDES |
|--------------|----------------------------|----------------------------------|
| Year 1 value | 20 | \$24,715 |
| Year 2 value | 16 | \$19,772 |
| Year 3 value | 12.8 | \$15,817 |
| Year 4 value | 10.2 | \$12,605 |
| Year 5 value | 7.6 | \$9,392 |

Note: calculation is based on a maximum reimbursement value of \$123,574 for one (1) vehicle. If the total reimbursement is less than \$123,574, the value to be returned to NHDES will be reduced proportionately.

This section shall not apply in the case of a total loss due to collision, fire or other accident.

10. WMCC shall:
 - a. Register the replacement vehicle in accordance with New Hampshire law;
 - b. Maintain the replacement vehicle in accordance with manufacturer recommendations;
 - c. Make no modifications to the emission controls system on the replacement vehicle or engine; and
 - d. Make the vehicle and any operation and service documents (including maintenance records) available for follow-up inspection for five years from the date of its placement in service, if requested by NHDES.
11. The replaced vehicle shall be scrapped as defined in Attachment 1 to this CPA within 90 days from the date the replacement is put into service. Scrappage may be completed by WMCC or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary WMCC documentation provided. NHDES shall be allowed the opportunity to witness the destruction of the vehicle engine and chassis by WMCC providing a two-week (minimum) advance notice of the event to NHDES.

12. WMCC shall submit to NHDES documentation confirming the scrappage requirements have been met including:
 - a. The date the vehicle was disabled/scrapped;
 - b. Confirmation of the engine model year, engine family name, engine serial number, and VIN;
 - c. The name and contact information for the entity that scrapped the vehicle, if other than WMCC; and
 - d. Photographic images of the following:
 1. Side profile of the vehicle;
 2. VIN;
 3. The engine tag that includes the engine serial number and engine family number (if available);
 4. Chassis rails cut in half;
 5. Engine block prior to 3" hole being made; and
 6. Engine block after 3" hole has been made.

13. WMCC shall not use grant funds for any costs not specified in this Exhibit A - Scope of Work. WMCC shall complete all activities, reports, and work products specified herein.

E. Deliverables Schedule:

1. WMCC shall submit **Quarterly Project Status Reports** to NHDES within 15 days after the end of each calendar quarter, beginning from the Effective Date of the CPA for a period of two years following vehicle acquisition. Quarterly Reports are due January 15th, April 15th, July 15th, and October 15th (e.g., if the Effective Date were in August, then the first report would cover activities through September, as part of the July- September calendar quarter, and would be due October 15th). Quarterly Reports shall be made utilizing a template provided by NHDES, and include sufficient information for NHDES to know the status of the vehicle replacement and destruction of the existing vehicle, to know if the replacement vehicle is in service, and to estimate the emissions reductions attributable to the project, including:
 - a. The status of the replacement vehicle's order and delivery, with estimates of delivery and in-use dates of the replacement vehicle not yet procured and put in service;
 - b. A description of each vehicle'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 vehicle (existing and replacement, as applicable) during the preceding calendar quarter;
 - d. The number of miles or hours each vehicle (existing and replacement, as applicable) was used in the preceding calendar quarter; and
 - e. The estimated amount of idling experienced by each vehicle (existing and replacement, as applicable) in the preceding calendar quarter.

2. WMCC shall submit **Annual Project Status Reports** to NHDES by January 15th of each year, beginning one year from the last quarterly report, for a period of three years including, but not limited to, the following:
 - a. A description of the vehicle's service status and maintenance (scheduled and unscheduled) during the preceding year;
 - b. The amount of fuel used during the preceding calendar year;
 - c. The number of miles or hours the vehicle was used in the preceding calendar year; and

d. The estimated hours of idling the vehicle experienced in the preceding calendar year.

F. Budget and Invoicing Instructions:

1. Budget: \$123,574

| <i>Item Description</i> | <i>Estimated Cost</i> |
|--|-----------------------|
| One (1) EMY 2026 Freightliner M2 106 Plus diesel truck | \$123,574.00 |
| Maximum Funding Percentage | 100% |
| Maximum Funds: | \$123,574.00 |

2. Payment Schedule:

1. Requests for payment shall be submitted on WMCC letterhead to NHDES and shall include:
 - a. The following information for both the existing and replacement vehicles:
 - i. VINs;
 - ii. Engine and vehicle model years;
 - iii. Engine and vehicle manufacturers;
 - iv. Engine serial numbers;
 - v. Vehicle classes; and
 - vi. Fuel types;
 - b. A copy of all vendor invoices;
 - c. Documentation verifying payment to the vendor;
 - d. Contact information for any questions related to reimbursement requests.
2. A copy of the replacement vehicle's registration and proof of scrappage of the existing vehicle shall be submitted to NHDES within 90 days of the replacement vehicle being put into service.
3. NHDES will submit appropriate forms to the Trustee of the VW Trust requesting release of funds to WMCC within 45 days of receiving a request for payment, provided WMCC is in compliance with all recordkeeping and reporting requirements in the Scope of Services.
4. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.
5. This MOU may be terminated for good cause, or by agreement of the parties, with the provision for orderly termination of the project. Termination of the MOU shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.

This MOU will become effective upon approval by Governor and Executive Council through December 31, 2026, with reporting requirements to continue as specified herein.

ATTACHMENT 1

Projects shall conform to all relevant requirements of the VW Trust including the following:

“Class 4-7 Local Freight Trucks (Medium Trucks)” shall mean trucks, including commercial trucks, used to deliver cargo and freight (e.g., courier services, delivery trucks, box trucks moving freight, waste haulers, dump trucks, concrete mixers) with a Gross Vehicle Weight Rating (GVWR) between 14,001 and 33,000 lbs.

“Class 8 Local Freight, and Port Drayage Trucks (Eligible Large Trucks)” shall mean trucks with a GVWR greater than 33,000 lbs. used for port drayage and/or freight/cargo delivery (including waste haulers, dump trucks, concrete mixers).

“Scrapped” shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any eligible vehicle will be replaced as part of an eligible project, scrapped shall also include the disabling of the chassis by cutting the vehicle’s frame rails completely in half.

Eligible Large Trucks include 1992-2009 engine model year Class 8 Local Freight or Drayage.

Eligible Medium Trucks include 1992-2009 engine model year class 4-7 Local Freight trucks All replaced trucks must be scrapped.

Eligible Medium and Large Trucks may be Repowered with any new diesel or Alternate Fueled or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Mitigation Action occurs or one engine model year prior.

The replacement trucks must be of the same vehicle class as the original trucks and operate in the same manner over similar routes as the replaced trucks.

WMCC CPA Under Master Agreement for CCSNH

Final Audit Report

2025-09-09

| | |
|-----------------|--|
| Created: | 2025-09-09 |
| By: | McKenzie Harrington (MHarrington@ccsnh.edu) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzC6pqx_xke6sGdtDBaAFSxL4-vk-mxGE |

"WMCC CPA Under Master Agreement for CCSNH" History

-  Document created by McKenzie Harrington (MHarrington@ccsnh.edu)
2025-09-09 - 2:27:52 PM GMT- IP address: 137.103.98.192
-  Document emailed to Mark Rubinstein (mrubinstein@ccsnh.edu) for signature
2025-09-09 - 2:31:57 PM GMT
-  Email viewed by Mark Rubinstein (mrubinstein@ccsnh.edu)
2025-09-09 - 2:32:19 PM GMT- IP address: 44.203.238.114
-  Document e-signed by Mark Rubinstein (mrubinstein@ccsnh.edu)
Signature Date: 2025-09-09 - 3:45:42 PM GMT - Time Source: server- IP address: 64.72.31.83
-  Agreement completed.
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ATTACHMENT A

**New Hampshire Volkswagen Environmental Mitigation Trust
Summer 2025 State Vehicles Replacement Program**

List and Funding Amounts of Eligible Proposals

| Public Entity | Project Description | Funding Amount |
|---|--|-----------------------|
| NH Department of Safety | Replace one (1) tow truck | \$149,906 |
| NH Fish & Game Department | Replace one (1) dump truck and three (3) stocking trucks | \$558,134 |
| NH Judicial Branch | Replace one (1) box truck | \$117,000 |
| NH Department of Environmental Services | Replace one (1) dump truck | \$219,031 |
| White Mountains Community College | Replace one (1) CDL training truck | \$123,574 |
| NH Department of Safety | Replace one (1) mobile command center | Withdrawn |