



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



January 23, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a Grant Agreement with Goffstown Truck Center, Inc., Goffstown, NH (Vendor # 174108) to accept thirty-eight (38) fuel operated heaters along with their installation on school buses by W.C. Cressey and Son, Inc. with a total grant value of \$88,502 which will be paid directly to W.C. Cressey and Son, Inc. by the DES, effective upon Governor and Council approval through September 30, 2013. 100% Federal Funds.

EXPLANATION

The Environmental Protection Agency (EPA) has allocated funding to the State via the Diesel Emission Reduction Act (DERA) amendment to the Energy Policy Act of 2005. DES has entered into a Cooperative Agreement with the EPA to apply technology to diesel engines that reduces idling or emissions, or to replace diesel vehicles and/or engines with less polluting equipment. The State DERA program plan includes a project that builds on the Department's voluntary Clean School Bus Program by supplying equipment that reduces idling through the use of fuel operated heaters.

DES entered into an agreement with a vendor (W.C. Cressey and Son, Inc., G&C approved August 8, 2012 item #89) for the purpose of providing fuel operated heaters for a minimum of seventy-five (75) buses to New Hampshire school transportation providers. The attached agreement grants only the value of the equipment. Reimbursement will be made to the vendor that supplies them under a separate agreement.

This Agreement stipulates that the recipient is provided fuel operated heaters via the State's DERA program for an approved list of buses within their fleet. The recipient is responsible for arranging receipt and installation with the DES-selected vendor and for providing follow-up information relative to the effectiveness of the installed equipment.

Fuel operated heaters use only a small amount of fuel to maintain engine and passenger comfort heat while the bus is not running, thereby reducing the need to idle. This function is

consistent with the DERA programmatic goals because idling school buses are a source of harmful diesel emissions exposure to children.

DES circulated open solicitations in 2011 and 2012 to provide 100% of the cost to purchase and install diesel emission control technology consisting of either fuel operated heaters or diesel oxidation catalyst mufflers. Both public and private school bus operators were eligible and interested parties were asked to complete and submit School Bus Retrofit Fleet Data forms. Goffstown Trucking Center, Inc. was an applicant and provided a list of thirty-eight buses meeting eligibility requirements that will be equipped with fuel operated heaters.

These agreements have been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.


Thomas S. Burack
Commissioner

Subject: DERA – School Bus Heaters for Goffstown Truck Center, Inc.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

| | | | |
|---|--|---|---|
| 1.1 State Agency Name NH Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095 | |
| 1.3 Grantee Name: Goffstown Truck Center, Inc. | | 1.4 Grantee Address 62 E. Union St., Goffstown, NH 03045 | |
| 1.5 Effective Date Upon G&C approval | 1.6 Completion Date September 30, 2013 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$88,502 |
| 1.9 Grant Officer for State Agency Felice Janelle | | 1.10 State Agency Telephone Number (603) 271- 4848 | |
| 1.11 Grantee Signature <i>Donald Ball</i> | | 1.12 Name & Title of Grantee Signor Donald Ball, Regional Director of Maintenance | |
| 1.13 Acknowledgment: State of New Hampshire, County of Hillsborough On <u>2/14/2013</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Terr E. Modesto</i> TERRI E. MODESTO, Notary Public My Commission Expires January 11, 2017 | | | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Terr E. Modesto Terminal Manager</i> | | | |
| 1.14 State Agency Signature(s) <i>Thomas S. Burack</i> | | 1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner | |
| 1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>2/26/13</u> | | | |
| 1.17 Approval by the Governor and Council By: _____ On: <u> / /</u> | | | |

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"), pursuant to RSA 21-O, 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 A (the scope of work being 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 or 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 general 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 such 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 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, papers, 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 OF 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 or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests 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, worker'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 A 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 of 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 AND BOND.**

17.1 The Grantee shall, at its sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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 or 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.

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.

EXHIBIT A
PROJECT SCOPE OF WORK

Project Title: NH Clean Diesel Grant Agreement with
Goffstown Truck Center, Inc.

This Scope of Services describes activities that have been agreed to between the Department of Environmental Services (DES), Goffstown Truck Center, Inc., and W.C. Cressey & Son Inc., hereinafter referred to as the Vendor. The activities described in this agreement will reduce diesel emissions in the State of New Hampshire through use of funds made available by New Hampshire Clean Diesel program (also known as the New Hampshire 2009 Diesel Emissions Reduction Act or DERA program).

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2013.

DES and the Vendor will undertake under this Agreement, the purchase and installation of 38 fuel operated heaters (FOH) in school buses owned by Goffstown Truck Center, Inc. (Goffstown). These buses are in service in Bedford (SAU 25), Goffstown (SAU 19), Rochester (SAU 54) and Weare (SAU 24). Project activities will take place in New Hampshire.

For the purposes of this Agreement, DES and Goffstown agree as follows:

1. DES shall assign the appropriate staff to coordinate this project with Goffstown.
2. Goffstown agrees to accept 38 FOH in school buses identified in this agreement. Goffstown will allow the Vendor access to these vehicles and allow installation.
3. The following vehicles are pre-approved vehicles qualifying for the installation of FOH. Substitutions may be made if approved by DES.

| Make, Model | Model Year | Number of Buses |
|----------------|------------|-----------------|
| AMER&CE | 2013 | 1 |
| AMER&CESBUS | 2013 | 4 |
| ICRP&CESBUS | 2013 | 1 |
| FRHT B2 106 CH | 2011 | 3 |
| FRHT B2 106 CH | 2010 | 8 |
| FRHT B2 106 CH | 2009 | 7 |
| AMER&IC | 2008 | 2 |
| ICRP&CESBUS | 2008 | 12 |
| | Total | 38 |

4. Goffstown agrees to use the buses in normal service for a period of no less than five (5) years.

5. The pro-rated, per vehicle, depreciated¹ cost of the heater will be reimbursed to the State of New Hampshire as specified in the table below in the event that Goffstown sells, trades, or surpluses the FOH heater equipped school bus within five years of the effective date of this contract.

| Project: Concord Fuel Operated Heater | Percent Value Remaining | Depreciated Total Project Value | Value to be Returned to DES (100% Share) |
|---------------------------------------|-------------------------|---------------------------------|--|
| Year 1 Value | 40.0 | \$931.60 | \$931.60 |
| Year 2 Value | 24.0 | \$558.96 | \$558.96 |
| Year 3 Value | 14.4 | \$335.38 | \$335.38 |
| Year 4 Value | 8.6 | \$201.23 | \$201.23 |
| Year 5 Value | 3.0 | \$69.84 | \$69.84 |
| Value After Year 5 | 0% | \$0 | \$0 |

6. Goffstown agrees to maintain the FOHs in accordance with manufacturer recommendations.
7. Goffstown shall submit a final **Project Final Report** to DES by December 31, 2014, or after one school year of operation, containing the following information:
 - a. Specifications and conditions of the each of the school buses that were equipped with a FOH including:
 - i. Bus make and model,
 - ii. Year of manufacture,
 - iii. Vehicle Identification Number,
 - iv. Vehicle mileage since installation of heater,
 - v. Fuel usage since installation of heater,
 - vi. Hours of heater operation,
 - vii. Date of FOH installation.
8. Goffstown agrees to provide additional information relative to the school buses that are equipped with FOHs for the operational life of those buses (5 years) as described in item 4 above.
9. Goffstown shall complete all activities, reports, and work products specified in this Exhibit A, Scope of Services and the Grant Agreement.
10. This agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination 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.

¹ Depreciation of total project cost calculated with the double declining balance formula based on a total cost of \$2,329 per heater, period of 5 years, and scrap value of \$232 at the end of five years.

EXHIBIT B
PAYMENT SCHEDULE

Goffstown Trucking Center, Inc. will not receive any payments under this grant. They will receive materials and services from the vendor. Value of these materials and services shall not exceed \$88,502.

**EXHIBIT C
SPECIAL REQUIREMENTS**

There are no Special Provisions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2012

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

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

| | | | |
|--|------------------------------------|----------------|--------|
| PRODUCER FRANKLIN CASE AGENCY LLC 5 WALTER FORAN BLVD SUITE 2010 FLEMINGTON, NJ 08822 | CONTACT NAME | | |
| | PHONE (A/C, No, Ext): 908-806-2531 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED GOFFSTOWN TRUCK CENTER INC. 62 EAST UNION STREET GOFFSTOWN, NH 03045 | INSURER A: NATIONAL INTERSTATE | | |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: 106886 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | STA 0000001-08 | 7/1/11 | 7/1/13 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP DED | | | STA 0000002-06 STX00000002-06 | 7/1/11 | 7/1/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB EXCESS LIAB | | | STX 0000001-06 | 7/1/11 | 7/1/13 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTION \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | SWC0341497-08 | 7/1/11 | 7/1/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

| | |
|---|---|
| CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES 29 HAZEN DRIVE. PO BOX 95 CONCORD, NH 03302 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ANTHONY FRANKLIN |
|---|---|

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Certificate of Authority

I, Gregg Stinson, V.P. Operations of Goffstown Truck Center Inc.
Printed Name of Certifying Officer Title Name of Company
Northern NE

hereby certify that Donald Ball is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Vice President of Operations
Office/Position of Certifying Officer
of Goffstown Truck Center, this 19 day of November, 2012
Name of Company



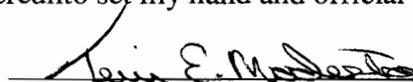
Signature of Certifying Officer

Notarization

State of _____
County of _____
On Nov. 19. 2012, before me, Terrin E. Modesto,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Gregg Stinson, who
Printed Name of Certifying Officer
acknowledged him/herself to be the V.P. Operations of Goffstown Truck Center
Office/Position Name of Company
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.

 **TERRI E. MODESTO, Notary Public**
Notary Public or Justice of the Peace My Commission Expires January 11, 2017

(affix seal)

Commission Expires: January 11, 2017

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOFFSTOWN TRUCK CENTER, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 10, 1970. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of November, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State