

The State of New Hampshire OCT18'22 PM 1:18 R

Department of Environmental Services

Robert R. Scott, Commissioner

September 15, 2022

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



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REQUESTED ACTION

Authorize the Department of Environmental Services to execute a **RETROACTIVE** no-cost time extension of a Diesel Emissions Reduction Act (DERA) State Clean Diesel grant (PO# 1079797) to Eversource Energy Inc. (VC# 177150-R005), Manchester, NH, to extend the completion date to March 31, 2023, from September 30, 2022 upon G&C approval. No additional funding is involved in this time extension. The original grant was approved by G&C on September 15, 2021, Item #62. 62.5% federal DERA funds, 37.5% Volkswagen Trust funds.

EXPLANATION

We are requesting approval of this **RETROACTIVE** no-cost extension to provide Eversource Energy Inc. additional time to complete the agreed upon project to replace eight (8) engine model year 2009 utility trucks serving New Hampshire customers. This request is late because of the time it took to obtain necessary documentation from the grantee which did not allow sufficient time for NHDES staff to process the amendment before the September 7, 2022 cutoff date for the last G&C meeting in September. Extension of the completion date to March 31, 2023, will allow Eversource Energy, Inc. the time necessary to procure the new trucks that have been ordered, but whose delivery has been delayed due to manufacturer building and supply chain delays.

To date, no funds of the \$387,190 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: 00A00175-2020-05
Project Title: NH Clean Diesel Program Agreement with
Eversource Energy Service Company, Inc., Vehicle Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00175
(Awarded September 21, 2020)

CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Agreement (hereinafter called the Amendment) dated this 312 day of 2022, is by and between the New Hampshire Department of Environmental Services (NHDES) and Eversource Energy Service Company, Inc., (hereinafter referred to as the Grantee), 80 W. Pennacook St., Manchester, NH.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on September 15, 2021, the Grantee agreed to undertake the replacement of 8 bucket trucks upon the terms and conditions specified in the Agreement and in consideration of payment by NHDES of a certain sum as specified therein; and

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

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

- 1. <u>Amendment and Modification of Agreement</u>: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from September 30, 2022 to March 31, 2023.
 - (B) The date referenced in Section 5 of Exhibit B of the Agreement shall be changed from September 30, 2022 to March 31, 2023.
- 2. <u>Effective Date of Amendment</u>: 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.

EVERSOURCE ENERGY SERVICE COMPANY, INC.
By Oan Religneti.
(Signature of Certifying Officer)
Donna Pelligrinelli
Sr. Analyst – Fleet Operations
Notarization
State of Connecticut
County of Hart Ford
on August 31, 2022 before me, Kursten I Callanay
Date Name of Notary or Justice of the Peade
the undersigned officer, personally appeared Donna Pellavialli who
acknowledged him/herself to be the Sr. Analyst of Eversource
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.
Notary Public or Justice of the Peace
Commission Expires: KIRSTEN L CALLOWAY Notary Public Connecticut My Commission Expires Jun 30, 2027
THE STATE OF NEW HAMPSHIRE
Department of Environmental Services
Department of Environmental Services
By: Jaro Coll
Robert R. Scott, Commissioner
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Approved by Attorney General this $\frac{1}{2}$ day of $\frac{2}{2}$ day of $\frac{2}{2}$ as to form, substance and execution.
OFFICE OF ATTORNEY GENERAL
and the said

Certificate of Authority

1 Stephen I Doncevie	of	Eversource Energy	do
Printed Name of Certifying Officer Title	01 _	Name of Company	do
hereby certify that Donna Pelligrinelli Printed Name of Person Authorized to that may be necessary to enter into a contract with In witness whereof, I have hereunto set my hand a of Eversource Energy, this 3/2 da Name of Company	sign the State as the	ice Prosition of Certifying	Senice
Notarizat	Rue Signature	of Servising Officer	4
An angaliant			
State of Connecticut County of Hartfard On August 31, 2022, before me, Kurs	Hen L C	alloway ustice of the Peace	
the undersigned officer, personally appeared Printe	d Name of C	who ertifying Officer	
acknowledged him/herself to be the Vice Presidence Office.	Position,	of EVELSIVECE Name of Company	<u> </u>
and that she/he, being authorized to do so, execute			
purposes therein contained.			
In witness hereof, I hereunto set my hand a	alla	naus	_
	My Co	Michary Pubhaffix seal Connecticut mmission Expires Jun 30, 20	
Commission Expires		and any in the state of the sta	

State of New Hampshire **Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EVERSOURCE ENERGY SERVICE COMPANY is a Connecticut Profit Corporation registered to do business in New Hampshire as EVERSOURCE ENERGY SERVICE COMPANY, INC. on March 26, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 150299

Certificate Number: 0005850387



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of August A.D. 2022.

David M. Scanlan

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/18/2022

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or 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 t	to the	Cen	lificate holder in lieu of s			s).			
PRODUCER				CONTA NAME:	ст				
Marsh USA Inc. 1166 Avenue of the Americas				PHONE (A/C, N	o Ext):		FAX (A/C, No):		
New York, NY 10036-2774				E-MAIL ADDRE					
Attn: NewYork.Certs@marsh.com Fax: 2	12-948	-0500		7100136		ISURER(8) AFFOR	RDING COVERAGE		NAIC#
				INSURER A : Associated Electric & Gas Insurance Services Limited 319					
INSURED	•					utual Fire Insurance			23035
Eversource Energy Service Company 107 Selden Street				INSURE					
Berlin, CT 06037				INSURE					1
				INSURE					
		***		INSURE					
COVERAGES CER	TIFIC	CATI	E NUMBER:		-011377478-01		REVISION NUMBER:		N.
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INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICI	es describei	D HEREIN IS SUBJECT TO		
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OWNED SCHEDULED							BODILY (NJURY (Per accident)	s	
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DED X RETENTION \$ 1,000,000							PER OTH-	\$	
AND EMPLOYERS' LIABILITY Y/N	ļ							. 8	
ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A	i					E.L. EACH ACCIDENT	\$ 27	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1				E.L. DISEASE - EA EMPLOYEE		
T T			INCOME OF THE P		05.01.0000	05.04.0000	E.L. DISEASE - POLICY LIMIT	\$	Clabelone
A Excess Workers Compensation			WC5041611P (CT,NH)		05/01/2022	05/01/2023	Limit:		Statutory
							SIR:	l	500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL RE: Work on Route 195 NH Department of Environmental Services (NHDES) is inc primary and non-contributory over any existing insurance a required by written contract and subject to policy terms and	cluded a	es Add ited to	itional Insured where required by wr	ritten conti	ract with respect	to Excess Liability	subject to policy terms and conditi		
CERTIFICATE HOLDER	-			CANO	ELLATION	r _{ic}		550	
NH Department of Environmental Services (NHDES) Ricky DiCitlo 29 Hazen Orive PO Box 95				THE	EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
Concord, NH 03302-0095				AUTHO	RIZEO REPRESI		Marsh USA	1 7-	ec.
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247 Station Drive Westwood, MA 02090 (781) 441-8929

Bruce hirtwell@eversource.com

Bruce A. Birtwell Managar Corporate Insurance

August 18, 2022

NH Department of Environmental Services (NHDES) Attn: Ricky DiCillo 29 Hazen Dr., PO Box 95 Concord, NH 03302-0095

Re: NH Clean Diesel Program Agreement - Truck Replacement Project

The General Liability insurance program maintained by Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Products and Completed Operations, Employer's Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy companies also have in place catastrophic Excess Liability insurance for losses that exceed the self-insured layer.

The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in New Hampshire is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the self-insured layer, Public Service Company of New Hampshire dba Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify The state of New Hampshire and NH-Department of Environmental Services (NHDES) as well as provide insurance protection as required for the above captioned permit.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (781) 441-8929.

Sincerely,

Bruce A Birtwell



The State of New Hampshire

Department of Environmental Services



Robert R. Scott, Commissioner

August 10, 2021

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

APPROVED G & C

DATE 158 eptember 202

ITEM# 62

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with Eversource Energy Service Company, INC., Manchester, NH (VC# 177150-R005) totaling \$387,190 for partial funding of a vehicle replacement project, effective upon Governor and Council approval through September 30, 2022. 62.5% Federal Funds, 37.5% VW Settlement Funds.

Funding is available in the account as follows:

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

Dept. of Environmental Services, DERA Funds, Grants Federal

FY 2022 \$387,190

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including replacement of vehicles with older diesel engines. The new engines must meet more stringent emissions standards. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has approximately \$500,000 available for grants under this Request for Proposals.

A request for proposals was conducted from February 8 through March 8, 2021. Seven entities applied for funding (see Attachment A for the scoring results). Eversource Energy requested partial funding to replace eight (8) 2009 model year International Navistar 4400 SBA trucks. (See Attachment B for a list of vehicles)

Eversource Energy's existing bucket trucks operate an average of 12,369 miles per year, however they idle 6-8 hours per day to power the aerials, increasing the emissions in highly-populated and economically disadvantaged communities. Additionally, these vehicles have an average existing mileage of about 152,000 miles with the highest mileage truck having almost 184,000 miles. This project will

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

replace the vehicles with diesel bucket trucks equipped with battery-powered aerials that will eliminate the majority of the idling time.

The DERA program has a mandatory minimum cost share requirement for a vehicle replacement project of 25 percent. NHDES will provide a grant of \$387,190 or 25 percent, whichever is less, of the total replacement cost (estimated at \$2,326,939) to Eversource Energy for the replacement of eight (8) utility trucks.

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

We respectfully request your approval.

Robert R. Scott Commissioner

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 Env	vironmental Services	1.2 State Agency Addres 29 Hazen Drive, Con	s cord, NH 03302-0095			
1.3 Grantee Name: Eversource Energy Service	ce Company, INC.	1.4 Grantee Address 80 W. Pennacook St., N	Manchester, NH			
1.5 Effective Date Upon G&C approval	1.6 Completion Date 9/30/2022	I.7 Audit Date N/A	1.8 Grant Limitation \$387,190			
1.9 Grant Officer for State Jessica Wilcox, Transportat NH Department of Environ	ion Program Specialist	1.10 State Agency Telephone Number (603) 271- 6751				
1.11 Grantee Signature	į.	1.12 Name & Title of Grs Michael Rorison, Director				
77	te of Commental	County of Have	Hord			
or satisfactorily proven to be executed this document in th	the person whose name is see capacity indicated in bloc	Bed .				
(Seal)	Public or Justice of the Pe	. «	} 			
1.13.2 Name & Title of Not	ary Public or Justice of th	e Peace				
Demim Russo	Axabrist Ex	nn. D. 4-30-23				
1.14 State Agency Signature	e(s)	1.15 Name/Title of	State Agency Signor(s)			
Meth	Cal	Robert R. Scott, Co	ommissioner			
I.16 Approval by Attorney	General's Office (Form, S	ubstance and Execution)				
Ву:	bess	Attorney, On: 8/17/7	2021			
1.17 Approval by the Gover	nor and Council					
By:		On: / /	·			

Contractor Initials MMM

Date 7/2-/2

- 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").
- 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: YOUCHERS: 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. <u>COMPLIANCE BY GRANTEE WITH LAWS AND REGULEATIONS.</u> 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 pennit 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.

II. 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

Page 2 of 9

Contractor/ Initials////
Date 7/20/2/

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 Granice; 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

- 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 SURCONTRACTS. 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 subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmiess 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 assignce 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
- 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 of 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 assignces. 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 елу

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.

Page 3 of 9

Contractor Initials:

EXHIBIT A PROJECT SCOPE OF WORK

Grant Number: 00A00175-2020-05 Project Title: NH Clean Diesel Program Agreement with Eversource Energy - Truck Replacement Project Subgrant Program for Diesel Emissions Reduction Projects Federal Award Identification Number (FAIN): 00A00175 (Awarded September 21, 2020) 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 Eversource Energy (Vendor Code # 177150 R013) 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 by Eversource Energy (hereinafter referred to as Eversource), 80 W. Pennacook St., Manchester, NH.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2022, with additional reporting requirements through 2027.

NHDES and Eversource will undertake under this Agreement the replacement of 8 trucks.

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

- 1. NHDES shall assign the appropriate staff to coordinate this project with Eversource.
- 2. Eversource shall purchase 8 trucks as replacements for model year (MY) 2009 International Navistar 4400 SBA trucks.
- 3. The replacement trucks will be powered by MY 2023 or newer EPA certified heavyduty diesel engines.
- 4. 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, unless otherwise approved by the EPA.
- 5. NHDES shall reimburse Eversource 25 percent of the eligible expenses, or \$387,190, whichever is less.
- 6. Eligible expenses under this grant include the cost of the trucks only.

Grantee initials //2 /2/2/

Page 4 of 9

- 7. Other expenses including, but not limited to "optional" components or "add-ons" to the vehicle, vehicle registration, scrappage of replaced vehicle, engineering, project management, and personnel costs are not eligible expenses.
- 8. Eversource shall provide NHDES with the following information on the trucks to be replaced prior to purchasing the new vehicles:

 - b. Annual fuel use and fuel type
 - c. Annual idling hours
 - a. Annual miles driven d. Vehicle Identification Number (VIN)
 - e. Engine Model Year
 - f. Gross Vehicle Weight Rating (GVWR)
- g. Vehicle Class
- h. Engine Manufacturer
- i. Engine Serial Number
- j. Engine Family Number
- k. Description of routes or typical use
- 9. The replaced trucks shall be taken out of service no later than 15 days following the placement into service of the replacement vehicles.
- 10. The replaced trucks will be scrapped within 90 days from the date the replacements are put in to service.
- 11. Eversource shall use the replacement trucks in normal service for a period of no less than five (5) years. In the event that Eversource sells or surpluses the replacement trucks within five years of the effective date of this contract Eversource 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: Eversource Truck Replacement Grant

	Percent Value		Value to be Returned
	Remaining	Total Grant	to NHDES
Year I value	20	\$387,190	\$77,438
Year 2 value	16	\$387,190	\$61,950
Year 3 value	12.8	\$387,190	\$49,560
Year 4 value	10.2	\$3.87,190	\$39,493
Year 5 value	7.6	\$387,190	\$29,426

Note: Depreciation of grant is calculated based on a total grant of \$387,190 for 8 vehicles.

12. Eversource shall:

- a. Register the replacement trucks in accordance with New Hampshire law;
- b. Maintain the replacement trucks in accordance with manufacturer recommendations;
- c. Not make modifications of the emission controls system on the replacement trucks or engines; and,

Grantee initials Im

Date 7/2-/2/

Page 5 of 9

- d. Make the trucks and related documents (including maintenance records) available for follow-up inspection for five years from date of grant approval, if requested by EPA or NHDES.
- 13. Eversource shall scrap the trucks being replaced or render them permanently disabled. NHDES shall be allowed the opportunity to witness the destruction of the engines and the chassis with a two week (minimum) advance notice of the event. The replaced trucks may be permanently disabled by:
 - a. Creating a minimum 3" diameter hole completely through the engine blocks; and
 - b. Cutting the chassis rail in half.
- 14. Eversource shall supply documentation confirming the scrappage requirements have been met for the trucks. The documentation must be signed by the authorized representative listed on the grant application form or other duly authorized representative. The documentation must include:
 - a. The date the trucks were scrapped;
 - b. The engine model year, engine family name, engine serial number, and VIN for the trucks;
 - c. The name and contact information for the entity that scrapped the trucks, if other than the grantee; and
 - d. Photographic images of the following for the trucks:
 - i. Side profiles of the trucks;
 - ii. Vehicle Identification Numbers (VINs);
 - iii. The engine tags that includes the engine serial numbers and engine family numbers (if available);
 - iv. Chassis rail cut in half;
 - v. Engine blocks prior to destruction; and
 - vi. Engine blocks after destruction.

Scrappage may be completed by Eversource or by a salvage yard or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

- 15. Eversource shall submit Quarterly Project Status Reports to NHDES within 15 days after the end of each calendar quarter, beginning the Effective Date of the Agreement for a period of two years following vehicle acquisition. Quarterly Project Status Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the truck replacements, including:
 - a. The amount of fuel used during the preceding quarter;
 - b. The number of miles the vehicles were used in the preceding quarter; and
 - c. The estimated amount of idling experienced in the preceding quarter.
- 16. Eversource 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:
 - a. The amount of fuel used during the preceding year;
 - b. The number of miles the vehicles were used in the preceding year; and

Grantee initials / San Date 7/20/2/

Page 6 of 9

- c. The estimated amount of idling the vehicles experienced in the preceding year.
- 17. Eversource shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Eversource shall complete all activities, reports, and work products specified herein.
- 18. 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 of the Agreement 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.
- 19. Should Eversource terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A, Eversource will reimburse the State of New Hampshire for any funds received.

Grantee initials / Date 7/20/2/

EXHIBIT B PAYMENT SCHEDULE

- 1) Payments under this agreement are not to exceed \$387,190 or 25 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse Eversource for eligible expenses provided Eversource is in compliance with all recordkeeping and reporting requirements in Exhibit A.
- 3) Invoices may be submitted for reimbursement upon payment and shall include the following:
 - a) Payment request on Eversource letterhead with the following information for the replacement vehicles and the replaced vehicles:
 - i) Vehicle Identification Numbers (VINs);
 - ii) Engine and vehicle model year:
 - iii) Engine and vehicle manufacturer;
 - iv) Engine serial number;
 - v) Engine family number;
 - vi) Vehicle's class;
 - vii) Fuel type; and
 - Cost of vehicle replacement.
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment;
 - d) A copy of the new truck registrations;
 - e) Proof of scrappages as per Exhibit A; Sections 13-14; and
 - f) 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 September 30, 2022. Requests 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.

Grantee initials Date 7/10/

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EXHIBIT C SPECIAL REQUIREMENTS

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire State Clean Diesel Grant Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Grantee initials /m |
Date 7/21/41

Page 9 of 9

Certificate of Authority of Eversource Energy, do hereby certify that Name of Company Michael Rorison is authorized to execute any documents that may be necessary Printed Name of Person Authorized to sign to enter into a contract with the State of New Hampshire. In witness whereof, I have hereunto set my hand as the Vice President - Ops Services Office/Position of Certifying Officer of Eversource Energy , this 20 day of July , 2021.

Name of Company **Notarization** , before me, Demi M Russo

Name of Notary or Justice of the Peace acknowledged him/herself to be the Vice Pricity of Eversion Office/Position 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. Notary Public or Justice of the Peace DEMI M. RUSSO NOTARY PUBLIC OF CONNECTION seal) My Commission Expires 6/30/2023

Commission Expires:

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 EVERSOURCE ENERGY SERVICE COMPANY is a Connecticut Profit Corporation registered to do business in New Hampshire as EVERSOURCE ENERGY SERVICE COMPANY, INC. on March 26, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 150299

Certificate Number: 0005412304



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of July A.D. 2021.

William M. Gardner

Secretary of State



247 Section Drive Westward, MA 02090 (781) 441-8929

Bruce, hirt well@eversource.com

Bruce A. Birtwell Missager Corporate Insurance

August 17, 2021

NH Department of Environmental Services (NHDES) Attn: Jessica Wilcox, Grant Manager 29 Hazen Dr. Concord, NH 03302-0095

Re: NH Clean Diesel Program Agreement - Truck Replacement Project

The General Liability insurance program maintained by Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Products and Completed Operations, Employer's Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy companies also have in place catastrophic Excess Liability insurance for losses that exceed the self-insured layer.

The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in New Hampshire is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the self-insured layer, Public Service Company of New Hampshire dba Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify The state of New Hampshire and NH Department of Environmental Services (NHDES) as well as provide insurance protection as required for the above captioned permit.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (781) 441-8929.

Sincerely

Bruce A Birtwell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MIMODAYYY) 05/05/2021

THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW. THIS CERTIFICATE OF I REPRESENTATIVE OR PRODUCER. IMPORTANT: If the certificate holds	ATIVEL NSURA AND T	Y OR NEGATIVELY AME INCE DOES NOT CONST HE CERTIFICATE HOLDE! ADDITIONAL INSURED, 1	IND, EXTEND OR ALT TTUTE A CONTRACT R. the policy(ies) must be	TER THE CO BETWEEN	OVERAGE AFFORDED THE ISSUING INSURE NAL INSURED: Provisio	BY THR(S), A	HE POLICIES AUTHORIZED be endorsed.
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ATTACHMENT A

2020 New Hampshire Clean Diesel Grant Program

February 2021 Round 1 Final Scoring Results and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Eversource	Manchester, Keene, Berlin, Rochester, Tilton	\$387,190	71
Cora Beth Fisheries	Hampton Beach	\$40,000	71
	Not Selected		
Town of Barrington	Barrington	\$40,000	68
Remi-Sons, Inc.	Rockingham County	\$43,100	57
Town of Goffstown	Goffstown	\$49,000	53
Town of Mont Vernon Fire Department	Mont Vernon	\$62,000	49
Town of Swanzey	Swanzey	\$150,000.00	Withdraw

Detailed Scoring Results

Project	Cost Effectiveness of Emissions Reductions	Populated Areas & Sensitive Receptors	Economically Disadvantaged	Operation in NH	Government Entity	Clarify of Proposal & Potential for Success	Other Benefit	Clean Fuel	Total
Eversource	12	15	8	15	0	10	3	8	71
Cora Beth Fisheries	30	10	2	15	0	9	5 _	0	71
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Town of Barrington	16	10	1	15	10	15	1	0	68
Remi-Sons, Inc.	22	5	2	15	0	12	1	0	57
Town of Goffstown	5	10	2	15	10	10	1	0	53
Town of Mont Vernon Fire Department	5	.8.	0	15	10	10	1	0	49

ATTACHMENT A (CON'T)

Reviewers

Name	Agency/Organization	Title	Years of Experience
Jessica Wilcox	NHDES Air Resources Division Technical Services Bureau	Grants Manager	3
Joseph Fontaine	NHDES Air Resources Division Technical Services Bureau	Technical Programs Manager	30
Lisa Cota- Robles	NH Office of Strategic Initiatives	Deputy Director/State Energy Program Administrator	2
Timothy White	NHDES Air Resources Division Technical Services Bureau	Mobile Source Section Supervisor	5_

. ATTACHMENT B

2020 New Hampshire Clean Diesel Grant Program

February 2021 Round 1 - Eversource Project

List of Replacement Vehicles

						r, e	1/2	Engine	1. 1		** *
Unit	Model			Current	Annual		Annual	Model	۶٠. °	Véhicle.	282 E
Number. ;	Year ;	Måke	Model	Mileage	Miles	Annual Fuel and Type	ldling.		ĞVWR		Engine Manufacturer
	2009	INTERNATIONAL	4400	149,151			737 hours		33,000		International MaxxForce DT
0694172	2009	INTERNATIONAL	4400	164,920			828 hours	1.	33,000		
0694175	2009	INTERNATIONAL	4400	175,543			873 hours		33,000		International MaxxForce DT
0694177	2009	INTERNATIONAL	4400	167,178		7.0					International MaxxForce DT
0694170		INTERNATIONAL	4400	183,710			835 hours		.33,000		International MaxxForce DT
0694173		INTERNATIONAL	4400				900 hours		33,000		International MaxxForce DT
		INTERNATIONAL		106,058	ĺ	1590 gallons (diesel)	524 hours		33,000		International MaxxForce DT
0694176			4400	90,524		1385 gallons (diesel)	456 hours	2009	33,000	_7	International MaxxForce DT
J0941/6	2009	INTERNATIONAL	4400	176,753	14,851	2652 gallons (diesel)	874 hours	2009	33,000	7	International MaxxForce DT

Average Mileage

151,730

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