

## **Terms and Conditions**

### **1. MassEVIP Fleets Electric Vehicle(s) Funding**

#### **A. Agreement Duration/Timeline**

- i. Grantee has up to 180 calendar days after the effective date of this Agreement to register with the Massachusetts Registry of Motor Vehicles the MassEVIP vehicle(s).
- ii. Grantee shall request MassDEP's approval of any extension of the 180 day timeframe by notifying MassDEP in writing at least 7 days prior to the end of the 180 day timeframe if the MassEVIP vehicle(s) will not be registered within 180 calendar days following the effective date of this Agreement. Grantee shall include documentation in any such request to show the reason for the delay, the efforts made by Grantee to avoid the delay, and a timeline by which the MassEVIP vehicle(s) will be registered. Grantee's request for an extension will not be deemed granted unless approved in writing by MassDEP.
- iii. Grantee shall operate each MassEVIP vehicle for a minimum of 3 full consecutive years following the date of first registration.
- iv. If Grantee leases MassEVIP vehicle(s), the minimum term of the lease shall be 36 months.
- v. In the event that Grantee wishes to make any changes to the application as set forth in Attachment A, Grantee shall notify MassDEP in writing and receive written approval from MassDEP prior to execution of any amended purchase agreement with the vendors for the MassEVIP vehicle(s).

#### **B. MassEVIP Vehicle(s) Costs**

- i. MassEVIP Fleets grant combined with funding from other sources shall not exceed 100% of the cost paid for the MassEVIP vehicle(s).
- ii. Funding from MassEVIP Fleets cannot be combined with grants from the Massachusetts Green Communities Division for a single MassEVIP vehicle.
- iii. Funding from MassEVIP Fleets is for new MassEVIP vehicles (s), not ordered until after an approval letter is received from MassDEP.

#### **C. MassEVIP Vehicle Registration and Insurance Coverage**

- i. Grantee shall obtain and maintain a valid registration through the Massachusetts Registry of Motor Vehicles for a minimum of 3 full consecutive years for each MassEVIP vehicle and provide a copy of the current vehicle registration to MassDEP upon request.
- ii. Adequate insurance coverage as required by law for MassEVIP vehicle(s) shall be provided by Grantee through third party coverage or self-insurance. Grantee shall provide proof of such coverage to MassDEP upon request.

#### **D. MassEVIP Vehicle Promotion**

Grantee agrees to promote MassEVIP vehicle(s) to employees, visitors and the general public via various strategies, for example: wrapping the MassEVIP vehicle(s) with graphics; hosting ride and drive events; including MassEVIP vehicle(s) in community events; providing education on the proper operation of MassEVIP vehicle(s); circulating flyers, internal/external newsletters and webpages, e-mails; etc. Grantee shall provide proof of such promotion to MassDEP upon request.

#### **E. MassEVIP Vehicle(s) Operation and Training**

Upon acquisition of the MassEVIP vehicle(s), Grantee agrees to require all pertinent personnel to attend a training session on the operation and maintenance of the MassEVIP vehicle(s).

F. MassDEP Verification of MassEVIP Vehicle(s)

Grantee agrees to allow MassDEP access to the MassEVIP vehicle(s) during normal business hours so that MassDEP can verify the registration, maintenance, and use of the MassEVIP vehicle(s).

G. Data Provision and Record Requirements

For a minimum of 3 full consecutive years after the MassEVIP vehicle(s) are first registered, Grantee shall collect data on the operation, maintenance and usage, e.g., hours of use, electric miles driven, gas miles driven (if applicable), kilowatt hours charged, downtime, and maintenance costs, if available. Upon request by MassDEP and within a reasonable time, Grantee shall prepare and submit such data or records to MassDEP, in a format specified by MassDEP.

H. MassEVIP Vehicle Maintenance Requirements

Grantee shall maintain the MassEVIP vehicle(s) in accordance with the manufacturer's recommended procedures and specifications for a minimum period of 3 full consecutive years following the first registration of the MassEVIP vehicle(s). Grantee agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty. Grantee shall keep records of its maintenance efforts and will make those records available to MassDEP upon request.

2. MassEVIP EV Charging Station(s) Funding

A. Agreement Duration/Timeline

- i. Grantee has up to 180 calendar days after the effective date of this Agreement to make the EV charging station(s) operational.
- ii. Grantee shall request MassDEP's approval of any extension of the 180 day timeframe by notifying MassDEP in writing at least 7 days prior to the end of the 180 day timeframe if the EV charging station(s) will not be operational within 180 calendar days following the effective date of this Agreement. Grantee shall include documentation in any such request to show the reason for the delay, the efforts made by Grantee to avoid the delay, and a timeline by which the EV charging station(s) will be operational. Grantee's request for an extension will not be deemed granted unless approved in writing by MassDEP.
- iii. Grantee shall operate and maintain EV charging station(s) for a minimum of 3 full consecutive years following the date the EV charging station(s) are operational.
- iv. In the event that Grantee wishes to make any changes to the application as set forth in Attachment A, Grantee shall notify MassDEP in writing and receive written approval from MassDEP prior to execution of any amended purchase agreement with the vendors for the EV charging station(s).

B. EV Charging Station(s) Hardware and Location Requirements

Grantee shall install EV charging station(s) that:

- i. are hard-wired Level 2 EV charging station(s);
- ii. are UL listed (certified to Underwriters Laboratories, Inc. standards);
- iii. are able to charge EVs produced by multiple manufacturers;

- iv. are new installations, and not ordered until after an approval letter is received from MassDEP; and
- v. are in an area that is owned or controlled by the Grantee.

**C. EV Charging Station(s) Costs**

- i. The grant amount listed on the first page of this Agreement shall be used for acquisition of the EV charging station(s), including:
  - a) a console wired into the electrical supply;
  - b) a cable and connector to plug into the EV;
  - c) cable management strategy (e.g., coil, retractable, etc.);
  - d) mounting, either pedestal or wall (Pedestal: hard-wired to a permanent pole or box. Wall: hard-wired to a wall and typically includes a mounting plate.);
  - e) separate payment module;
  - f) upgrading electric supply;
  - g) construction costs related to installation;
  - h) signage and pavement painting;
  - i) shipping/freight; and
  - j) electrician costs to connect EV charging station(s) to electric power.
- ii. Grantee shall provide funds, either directly from Grantee or another source, to cover the remaining cost of the EV charging station(s), all of the installation costs, and operating and maintenance costs for a minimum of 3 full consecutive years after EV charging station(s) are operational.
- iii. Costs not covered include:
  - a) land/parking space purchase or lease;
  - b) software subscription;
  - c) warranty;
  - d) taxes;
  - e) internet connection or cell signal;
  - f) planning or permitting for the project;
  - g) bollards, curbs, wheel stops, setbacks, bumper guards;
  - h) electricity consumption and demand charges;
  - i) preventative and corrective maintenance on EV charging station(s); and
  - j) any other required costs not covered by Paragraph 2.C.i. above.
- iv. Funding from multiple MassDEP EVIP programs cannot be combined for a single EV charging station.
- v. Funding from MassDEP EVIP programs cannot be combined with grants from the Massachusetts Green Communities Division for a single EV charging station and installation.
- vi. MassEVIP grant combined with funding from other sources shall not exceed 100% of the cost paid for the EV charging station(s).

**D. EV Charging Station(s) Parking Requirements**

- i. The parking space(s) and EV charging station(s) shall be reserved for applicant-owned EV use only.
- ii. For each port installed, one parking space shall be designated for plug-in EV use only and marked clearly through visible signage, examples of which are provided in

Attachment C. Grantee shall actively enforce this requirement. Grantee is encouraged to paint the pavement of the parking area to indicate the parking space is designated for plug-in EVs.

- iii. The parking space(s) and EV charging station(s) shall be located such that the connector from each EV charging station can easily reach a plug-in EV parked in the associated parking space.
- iv. The EV charging station(s) parking space(s) and area around the EV charging station(s) shall be maintained, including snow removal and general cleaning.

E. EV Charging Station(s) Insurance Coverage

Adequate property and casualty insurance coverage for each EV charging station shall be provided by Grantee through third party coverage or self-insurance. Grantee shall provide proof of such coverage to MassDEP upon request.

F. Training on the Operation and Maintenance of EV Charging Station(s)

Upon installation of the EV charging station(s), Grantee agrees to require all pertinent personnel to attend a training session on the operation and maintenance of the equipment.

G. MassDEP Verification of EV Charging Station(s)

Grantee agrees to allow MassDEP access to the EV charging station(s) during normal business hours so that MassDEP can verify the installation, maintenance, and use of the EV charging station(s).

H. EV Charging Station(s) Data Reporting and Recordkeeping Requirements

For a minimum of 3 full consecutive years after the EV charging station(s) are operational, Grantee shall collect data on the operation, maintenance and usage, e.g., hours of use, number of sessions, number of unique users, kilowatt hours charged, downtime, and maintenance costs, if available. Upon request by MassDEP and within a reasonable time, Grantee shall prepare and submit such data or records to MassDEP, in a format specified by MassDEP.

I. EV Charging Station(s) and Electrical Infrastructure Maintenance Requirements

Grantee shall maintain the EV charging station(s) and land-based electrical infrastructure in order to provide proper electrical supply for the operation of the EV charging station(s) for the duration of the 3 full consecutive year in-service period. Grantee shall maintain such EV charging station(s) and infrastructure in accordance with the manufacturer's recommended procedures and specifications and agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty. If the electrical infrastructure fails such that proper electrical supply required for the operation of the EV charging station(s) is not provided, Grantee shall contact either the vendor that performed the installation of the EV charging station(s), if such vendor also performed work on the electrical infrastructure, or another vendor/electrician of Grantee's choice. Grantee shall ensure that all necessary repairs to EV charging station(s), electrical infrastructure and electrical supply are completed within 14 calendar days of Grantee having knowledge of failure. Grantee shall keep records of its maintenance efforts and will make those records available to MassDEP upon request.

### 3. Payment Requests

Grantee shall complete and submit Attachment B *Payment Request Form* no later than 90 days after the date the MassEVIP vehicle(s) are registered and the EV charging station(s) (if applicable) are operational in order to request the release of funding for the MassEVIP vehicle(s) and EV charging station(s) (if applicable). The grant payment will be based on the final invoice or lease agreement for the MassEVIP vehicle(s) and final invoice for the EV charging station(s) (if applicable) submitted by Grantee. The grant payment may be less than the total grant amount listed on page 1 of this Agreement, and will not exceed the per vehicle grant amount or EV charging station grant amount listed on page 1 of this Agreement. MassDEP reserves the right to refuse payment if Grantee fails to submit timely documentation. Grantee may submit multiple payment requests if receiving a grant for multiple MassEVIP vehicles and EV charging station(s) (if applicable) and the MassEVIP vehicles are registered and EV charging station(s) (if applicable) become operational at different times. Once MassDEP has received all required documentation from Grantee for a payment request, MassDEP will release the grant funds to Grantee. It can take up to 45 days for the funds to be released. Information required by Attachment B includes, without limitation:

- A. the amount of funds that are the subject of the payment request for the MassEVIP vehicle(s) and EV charging station(s) and date(s) when EV charging station(s) were operational (if applicable);
- B. Massachusetts vehicle registration(s) for each MassEVIP vehicle;
- C. detailed final cost invoices or final lease agreements for the MassEVIP vehicle(s) listed in Attachment A that are the subject of the Payment Request;
- D. detailed final cost invoices for the EV charging station(s) listed in Attachment A that are the subject of the Payment Request (if applicable);
- E. pictures of MassEVIP vehicle(s) and the installed and operational EV charging station(s) (if applicable); and
- F. the party to whom the funds shall be directed.

Grantee agrees to provide MassDEP with any additional information requested by MassDEP as may be necessary.

If Grantee is subject to state public contracting laws, Grantee shall include with any payment request the following certification, "I hereby certify under the pains and penalties of perjury that Grantee has complied with all laws, regulations and other requirements applicable to the procurement and acquisition of the MassEVIP vehicle(s) and EV charging station(s) (if applicable) that are the subject of this Payment Request."

### 4. Noncompliance

Grantee agrees that it is required to keep the MassEVIP vehicle(s) and EV charging station(s) (if applicable) in service for a minimum of 3 full consecutive years after the MassEVIP vehicle(s) are first registered and EV charging station(s) (if applicable) become operational. In the event Grantee fails to comply with this requirement, the Commonwealth of Massachusetts and MassDEP shall, without limitation, have the right to require Grantee to return all or a portion of the MassEVIP Funds, such portion to be calculated *pro rata* based on the remaining portion of the required 3 full consecutive year in-service period.

MassDEP reserves the right to recover any funding provided to Grantee and/or pursue any other legal actions deemed appropriate if MassDEP determines that Grantee did not provide complete and accurate information or fails to meet the requirements or intent of the program.

The provisions of this paragraph shall in no way be construed to limit or prohibit the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable right, remedy, action or claim available under applicable federal or state laws and regulations for the failure of Grantee to meet any of its obligations including, without limitation, requiring Grantee to return MassEVIP funds grants hereunder.

5. Notices, Submissions and Requests

Except as otherwise provided in this Agreement, all notices, submissions and requests by Grantee shall be sent to [MassEVIP.MassDEP@mass.gov](mailto:MassEVIP.MassDEP@mass.gov).

6. Effective Date

The “Effective Date” of this Agreement is the date MassDEP signs [this Agreement] [the *Commonwealth of Massachusetts - Standard Contract Form*]. The sequence of signing will be Grantee followed by MassDEP.

7. Transfer

Grantee agrees that it may not transfer the MassEVIP vehicle(s) or EV charging station(s) (if applicable), except as follows. In the event of an unforeseen circumstance that requires Grantee to transfer ownership of one or more MassEVIP vehicle(s) or EV charging station(s), Grantee may request written pre-approval from MassDEP to transfer such ownership. The decision to approve such a request shall be in MassDEP’s sole and exclusive discretion, and Grantee shall provide MassDEP with all requested information and comply with all conditions imposed by MassDEP in connection with such approval. The Commonwealth of Massachusetts and MassDEP reserve all of their rights, remedies, actions and claims available under state and federal laws and regulations in the event of any inaccurate, misleading or fraudulent information provided by Grantee in connection with a request hereunder.

Attachment C

Parking Signage

