



The State of New Hampshire
Department of Environmental Services



FEB 17 2016 10:47 AM

Thomas S. Burack, Commissioner

January 26, 2016

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 the City of Keene, NH, (Vendor Code #177417-B002) in an amount not to exceed \$6,000 to help fund the purchase of electric vehicle charging stations, effective upon Governor and Council approval through June 30, 2017. Funding is 100% inter-agency funds.

Funding is available in the account as follows:

03-44-44-443010-5925-073-500580	<u>FY 2016</u>
Dept. of Environmental Services, OEP Clean Cities, Grants Non-Federal	\$6,000

EXPLANATION

DES, utilizing funds from the New Hampshire Office of Energy and Planning, is offering grants to qualifying electric vehicle (EV) charging infrastructure projects in New Hampshire. The transportation sector accounts for almost half of all New Hampshire's air pollution emissions that contribute to smog and over a third of greenhouse gas emissions that contribute to global warming. The adoption and use of EVs represents an important strategy for maintaining and improving New Hampshire's air quality. With currently available funding, New Hampshire has the opportunity to establish an EV charging corridor throughout New Hampshire that will connect travelers to networks in neighboring states and set the stage for a network of charging stations that will support our residents and businesses from Boston to Montreal.

The City of Keene was one of four applicants for a grant. All applications were scored based on criteria, including location along a high-traffic corridor, potential for quick completion, and proximity to high priority locations (e.g., tourist destinations, large retail centers, large employment centers, etc.). DES will award grants to all four applicants (see Attachment A). With this agreement, DES will provide a grant of \$6,000 to the City of Keene. The City of Keene will use the funds to purchase, install, and maintain two EV charging stations. In the event that the funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval.

Thomas S. Burack
Commissioner

Subject: Rebate for Electric Vehicle Charging Station Purchase/Installation

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. 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: City of Keene		1.4 Grantee Address 3 Washington Street Keene, NH 03043	
1.5 Effective Date Upon approval	1.6 Completion Date June 30, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$6,000
1.9 Grant Officer for State Agency Joseph Fontaine		1.10 State Agency Telephone Number (603) 271-6794	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor Medard Kupczynski, City Manager	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Cheshire</u> On <u>1/12/16</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) <u>Barbara Kialapoli</u>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Barbara Kialapoli, Notary Public</u> My Commission Expires <u>October 21, 2020</u>			
1.14 State Agency Signature(s) <u>Thomas S. Burack</u>		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: <u>Robert M.</u> Attorney, On: <u>2/15/16</u>			
1.17 Approval by the Governor and Council By: _____ On: <u>1/1</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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or 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 Grant 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AIR RESOURCES DIVISION
INSTALLATION OF 2 ELECTRIC VEHICLE CHARGING STATIONS IN KEENE, NH**

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

The City of Keene will install two electric vehicle charging stations.

2. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents") in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions Grant Agreement Form*
- b. Exhibit A Statement of Work
- c. Exhibit B Payment Schedule –Fixed Price
- d. Exhibit C Special Provisions

3. OVERVIEW

Keene will purchase and install two Sema Connect Model 620-DP single-connector electric vehicle charging stations per its application. By accepting a grant from the New Hampshire Department of Environmental Services ("NH DES"), Keene agrees to properly maintain and allow public access to the charging stations on a 24 hour/7 day basis and keep the units in operation for at least one year. NH DES also requires that Keene provide four quarterly reports detailing charging stations usage and any pertinent information relating to their installation, maintenance and use.

4. TERM

4.1 Period of Performance

The Grant shall take effect after full execution by the parties. The Grant will begin on the Effective Date and extend through June 30, 2017.

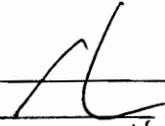
5. GRANT ADMINISTRATION

5.1 Keene GRANT MANAGER

Keene shall designate a Grant Manager who shall be responsible for all grant authorization and administration under the Grant. This person is:

Nancy Burridge, Fund Manager
City of Keene
3 Washington Street
Keene, NH 03043
Phone: 603-352-6550
Email: *NBurridge @ ci.Keene.NH.US*

Keene Scope of Services
Exhibit A

Initials 
Date 1.12.16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AIR RESOURCES DIVISION
INSTALLATION OF TWO ELECTRIC VEHICLE CHARGING STATIONS IN KEENE**

**EXHIBIT A
SCOPE OF SERVICES**

5.2 STATE GRANT MANAGER

The State shall designate a Grant Manager who shall function as the State's representative with regard to Grant administration. This person is:

Joseph Fontaine
New Hampshire Department of Environmental Services
Air Resources Division
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095
Tel: 603-271-6794 Fax: 603-271-1381
Email: Joseph.Fontaine@des.nh.gov

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AIR RESOURCES DIVISION**

INSTALLATION OF TWO ELECTRIC VEHICLE CHARGING STATIONS IN KEENE, NH

**EXHIBIT B
PAYMENT SCHEDULE**

1. INTRODUCTION

The New Hampshire Department of Environmental Services ("NH DES") shall pay a grant to the City of Keene ("Keene"). NH DES shall also not be liable for any grant costs exceeding the amount of the rebate.

2. COST

- A. Notwithstanding any other provision of this Grant, in no event shall the total rebate made by NH DES for fiscal year 2016 exceed \$6,000.
- B. DES will reimburse Keene for eligible expenses in the amount approved, in accordance with the following schedule, provided Keene is in compliance with all recordkeeping and reporting requirements in Exhibit A. Invoices may be submitted for reimbursement upon payment and shall include the following:
 - I. A copy of all vendor invoices.
 - II. A copy of cancelled checks or other documentation verifying payment;
 - III. Contact information for any questions related to the reimbursement request.
- C. At any time during the life of this agreement, DES may review all invoices for reconciliation between all project costs incurred by Keene and all payments made to date.
- D. All obligations of DES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

3. PAYMENTS

NH DES shall pay Keene within thirty (30) calendar days of the State's receipt and acceptance of invoices.

Keene Payment Schedule
Exhibit B

Initials
Date 11.12.16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AIR RESOURCES DIVISION
INSTALLATION OF TWO ELECTRIC VEHICLE CHARGING STATIONS IN KEENE, NH

EXHIBIT C
SPECIAL PROVISIONS

1.0 SPECIAL CONDITIONS

Paragraphs 15 and 17 of the General Provisions shall not apply to this Agreement.

Town of City of Keene
Certificate of Authorization

The City of Keene certifies that Medard Kopczynski,
City Manager is
authorized to enter into an agreement between the State of New Hampshire and the City
of Keene pertaining to the DES Rebate for Electric Vehicle Charger Installation.

In witness whereof, I hereby sign the Certificate of Authorization.



Signature

Patricia A. Little Town Clerk
Name, Title City

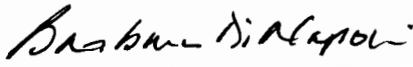
Notarization

State of New Hampshire, County of Cheshire On 1-12-16,
Date

before me, Barbara DiNapoli, the undersigned officer,
Name of Notary or Justice of the Peace

personally appeared Patricia A. Little who acknowledged herself to be the City
City Town Clerk
of the City Town of Keene, New Hampshire, and that she/he, City Town Clerk 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.

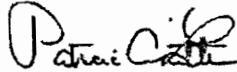


Notary Public or Justice of the Peace

BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2020 (affix seal)

Commission Expires: _____

In City Council July 2, 2015.
Voted unanimously to carry out the
intent of the report.


City Clerk

3Ag

City of Keene
NEW HAMPSHIRE

June 25, 2015

TO: Mayor and City Council
FROM: Finance, Organization and Personnel Committee
SUBJECT: **MEMORANDUM: Project Manager – Parking Management and Planning
- Electric Vehicle Charging Station Grant**

On a vote of 4-0, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to accept a grant from the State of New Hampshire, Department of Environmental Services in the amount of \$6,000 (six thousand dollars) to purchase two electric vehicle charging stations to be installed at the Commercial Street Parking Lot.



Chairman/Designee

Background:

Park Project Manager Gary Lamoureux recalled that when the Commercial Street lot was being rehabilitated one of the items that staff looked at was the possibility of installing electric vehicle charging stations and alternate funding was to be looked at. Staff applied for and the City has been awarded \$6,000 towards the \$6,780 purchase.

He explained the installation will be two electric charges on one pole. He added that during the reconstruction of the lot, underground conduits were placed to be able to accommodate this addition. Mr. Lamoureux stated that during one of their coordination meetings with Eversource, the City was advised of a \$1,000 Community Grant which is available and Mr. Lamoureux is in the process of applying for this grant. This would offset the \$780 difference. He added the \$780 which will be taken from the operating budget with be reimbursed when this grant comes in.

ATTACHMENT A
2015 Electric Vehicle Charging Station Grants

Applications and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
City of Keene	Keene	\$6,000	75
Dartmouth Hitchcock Med. Ctr.	Lebanon	\$8,992	83
Town of Durham	Durham	\$5,000	76
Mount Washington Observatory	North Conway	\$5,000	85

Reviewer/Selector

Name	Agency/Organization	Title	Years of Experience
Paul Lockwood	NHDES Air Resources Division Technical Services Bureau Mobile Source Section	Transportation Analyst	20+