



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

June 5, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with Cumberland Farms, Inc. (VC# 202691-B002), Westborough, MA, totaling \$409,747 for installation of electric vehicle charging stations in Claremont, New Hampshire, effective upon Governor and Council approval through June 30, 2027. 100% Volkswagen Trust Funds.

EXPLANATION

The New Hampshire Volkswagen Beneficiary Mitigation Plan provides that 15% of New Hampshire's allocation of the national Volkswagen settlement funds (the VW Trust) will be used for the acquisition, installation, operation, and maintenance of publicly available electric vehicle charging stations. Through a request for proposals, conducted from September 17, 2021, through February 25, 2022, NHDES received 39 qualifying proposals and is awarding grants to 12 applications. See Attachment A for ranking and scores.

Under this agreement, Cumberland Farms will install two direct current fast chargers and one dual-nozzle level 2 alternating current charger at the Cumberland Farms in Claremont, New Hampshire. These chargers will be operational and available to the public 24 hours per day, 365 days per year and will operate for a minimum of five years.

Pursuant to the VW Trust, recipients must provide a 20% match for eligible project costs for projects located on non-government property. NHDES will provide to Cumberland Farms a grant of \$409,747 or 80% of eligible project costs, whichever is less, for the installation of the charging infrastructure. All payments will be transferred directly from the VW Trust to the grantee upon NHDES approval of invoices.

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

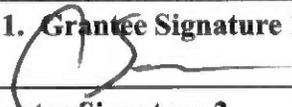
We respectfully request your approval.


Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3. Grantee Name Cumberland Farms, Inc.		1.4. Grantee Address 165 Flanders Rd, Westborough, MA, 01581	
1.5. Grantee Phone # 508-270-1585	1.6. Account Number N/A	1.7. Completion Date 6/30/2027	1.8. Grant Limitation \$409,747
1.9. Grant Officer for State Agency Ricky DiCillo, Grants Coordinator		1.10. State Agency Telephone Number 603 271-8330	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Caroline Teitelbaum, President	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 6/26/2023	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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"), 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 B (the scope of work being hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, 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 OR 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 of 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 interest 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, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 or 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.
 - 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 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 of 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, if required or by the signing State Agency.
 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.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Amend Subparagraph 7.1 to read: "Between the Effective Date and the date two (2) years after the Completion Date, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project. Such accounts shall be supported by receipts, bills, and other similar documents."
2. Amend Subparagraph 7.2 to read: "Between the Effective Date and the date two (2) 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. "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 provisions."
3. Amend Subparagraph 9.1 to read: "As used in this Agreement, the word "data" shall mean all information 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, surveys, maps, charts, pictorial reproductions, drawings, analyses, graphic representations, computer printouts, and all notes, letters, memoranda, paper, and documents which pertain specifically to the performance of this Agreement, all whether finished or unfinished. This excludes communications between only employees of the Grantee and excludes communications between the Grantee and its approved subcontractors which do not pertain to the performance of this Agreement."
4. Amend Subparagraph 9.4 to read: "On and after the Effective Date, all data 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."
5. Amend Subparagraph 11.1.1 to read: "failure to perform the Project in accordance with this Agreement or on schedule."
6. Amend Paragraph 16 to read: "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 (the "State Indemnified Parties"), and any and all claims, liabilities, or penalties asserted against the State Indemnified Parties 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 or Subcontractor, or subgrantee or other agent of the Grantee, except to the extent arising due to the gross negligence or willful misconduct of the State Indemnified Parties. 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."
7. Amend Paragraph 19 to read: "Any notice by a party hereto to the other party shall be deemed to have

Grantee Initials OK
Date 5/18/23

been duly delivered or given at the time of delivery by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given."

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EXHIBIT B
SCOPE OF SERVICES

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Cumberland Farms, Inc. for the procurement, installation, operation, and maintenance of direct current fast charging (DCFC) and Level 2 electric vehicle supply equipment (EVSE) (collectively referred to as "the project"). These activities are funded through the New Hampshire Volkswagen Environmental Mitigation Trust.

1. Cumberland Farms, Inc. ("the Recipient") is responsible for procurement of EVSE hardware and software as described in their Proposal for funding ("the Proposal") submitted by the Recipient in response to the NHDES Request for Proposal NH-VW-2021-01 ("the RFP"); the installation, operation, and maintenance of the EVSE; and the provision of EV charging services to consumers at the approved site(s), inclusive of all labor, supervision, resources, equipment, materials, supplies, transportation/shipping, travel, and all incidentals necessary to meet the minimum requirements specified in the RFP. Both the RFP and the Proposal are incorporated into this Agreement by reference.
2. Any deviation from the Recipient's Proposal not specified in this Agreement shall require prior written authorization from NHDES.
3. The project location is Cumberland Farms located at 336 Washington Street, Claremont, New Hampshire ("the Site").
4. The Recipient is responsible for compliance with all terms in this Agreement. All formal agreements and contracts with necessary project partners, including, but not limited to, site hosts, equipment providers, and contractors necessary to the installation and ongoing operation of the EVSE at the approved site shall be provided to NHDES and must be maintained for the duration of this Agreement. Any changes to such agreements during the contract period must be approved in writing in advance by NHDES.
5. NHDES shall notify the Recipient when the contract is approved by Governor & Council (the Effective Date). Project expenditures incurred prior to the Effective Date are not considered eligible project costs. The Recipient shall have the EVSE installed, fully functional, and available to the public use within 18 months from the Effective Date unless an extension is provided by NHDES in writing. NHDES may provide reasonable extensions for cause at its sole discretion.

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6. All equipment installed shall be the equipment described in the Proposal unless otherwise authorized by NHDES and shall meet the following minimum requirements:
 - a. Is new and unused and is not refurbished or remanufactured;
 - b. Is rated for cold weather operation;
 - c. Is non-proprietary and each DCFC provides a means to charge vehicles equipped with SAE Combo or CHAdeMO charging systems and each Level 2 charger meets the SAE J1772 standard;
 - d. Employs the most current technology commercially available;
 - e. Includes all cables, connectors, interfaces, and any other items necessary for full operation at the designated site;
 - f. Includes all standard manufacturer accessories;
 - g. Is factory calibrated (as applicable) prior to or during installation in accordance with the Original Equipment Manufacturer (OEM) standards;
 - h. Has a minimum 5-year warranty;
 - i. Is installed with the most current software version available and is updated periodically as needed;
 - j. Is future-proofed to the extent feasible and, at a minimum, has the ability to have the software upgraded;
 - k. Has the ability to stop the flow of power when not in use;
 - l. Complies with all National Electric Code and Federal Communications Commission regulations for safety and operation requirements;
 - m. Can withstand reasonably expected extreme weather conditions including temperature extremes, wind, ice, snow, heavy rain, and high winds, and is protected from malfunctions due to condensation;
 - n. Is rated to withstand flooding if the project area is within a flood zone;
 - o. Includes barriers or other mechanisms to prevent damage from snow removal equipment or vehicles;
 - p. Includes screen displays that are readable in all light levels, including in direct sunlight and at night;
 - q. Is designed and maintained to be tamper-proof to the extent feasible; and
 - r. Has a cord management system that prevents the cord from lying on the ground or becoming entangled.
7. Installation of the EVSE shall comply with all state and local energy and building code requirements.
8. The EVSE shall connect to a network via Wi-Fi, cellular, or other connection using multiple carriers and must be configured to display real-time operational status on a smartphone application, either through a network-specific application or a third-party aggregator. The EVSE shall be able to

communicate with mobile applications on both iOS and Android platforms to enable end users to view real time availability and navigate to the station using their own preferred mobile navigation tool. End users shall also be able to utilize the mobile applications to start and pay for charging sessions, view real time charging status, receive alerts on charging events, and view charging history.

9. The Recipient shall ensure the public is allowed full access to the EVSE 24 hours per day, 365 days per year unless necessary to restrict access due to maintenance or malfunction of the equipment or due to an emergency.
10. End users shall automatically be notified when their cars are done charging and the system shall allow no less than five minutes before dwell time surcharges are initiated.
11. The Recipient shall ensure customer support service is provided during all operating hours via a toll-free telephone number posted on or near the charging station and clearly visible to customers. The customer support service shall be capable of dispatching or otherwise providing services to address operational problems at the charging station. A customer who calls the toll-free number shall get immediate assistance, including rebooting the system and starting a charging session for a customer if necessary.
12. The Recipient shall make the following information available to customers prior to the start of their charging session either through a user interface that is legible in all lights, including at night and in direct sunlight, or through another form of display on the charging station:
 - a. The unit of sale (e.g., kWh, time);
 - b. Pricing per unit;
 - c. Any additional fees that may be assessed (e.g., fees associated with parking, dwell time surcharges); and
 - d. The maximum power level of the station (when not sharing power) in kilowatts or equivalent units.The following information shall be made available to customers at the end of each charging session:
 - e. The date and time of the session;
 - f. The total price of the session; and
 - g. The total energy provided in the session.
13. The EVSE shall support multiple point of sale methods and at least two forms of payment must be available to users; for example, Near Field Communication Credit Cards (tap). Customers must be able to initiate a charging session and payment via credit or debit card over the phone. A

subscription card only available to network members does not count as one of the required payment options.

14. The Recipient shall ensure that charging stations are accessible by all customers regardless of network memberships or subscriptions and that customers are not required to pay a subscription fee or otherwise obtain a membership in any network, club, association, or organization as a condition of using such charging stations. However, the Recipient may implement separate price schedules conditional on a subscription or membership.
15. The Recipient shall submit a site-specific Operation and Maintenance Plan to NHDES for review and approval within one month of the Effective Date of this Agreement. The Plan shall describe the operation and maintenance of both the site and the equipment and specify what entity is responsible for carrying out such work. This Plan must be updated as necessary throughout the term of this contract and as requested by NHDES. Time is of the essence with respect to all obligations under this Agreement and the Recipient shall adhere to the approved Plan.
16. The Recipient must notify NHDES whether the Recipient or a sub-contractor shall be the entity which will manage payment through the EVSE, herein referred to as the "Merchant of Record," and must seek written approval from NHDES should the Recipient wish to change the designated entity. The Recipient is responsible for ensuring that the Merchant of Record adheres to, complies with, and demonstrates compliance with applicable Payment Card Industry Compliance Data Security Standard (PCI DSS) standards including items a through c below. PCI DSS is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB. The Recipient is responsible for providing to NHDES all necessary documentation demonstrating that the Merchant of Record is compliant with all PCI DSS requirements.
 - a. The Recipient is responsible for the security of the cardholder data that the Merchant of Record possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. The Recipient affirms that, as of the Effective Date of this contract, the Merchant of Record has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS.
 - b. The Recipient agrees to ensure that the Merchant of Record shall undertake an annual PCI DSS reassessment applicable to their Merchant Level Status as outlined below:
 - i. If the Merchant of Record is a Level 1 Merchant, an annual report on Compliance (ROC) must be completed by a Qualified Security Assessor (QSA) or Internal Security Assessor (ISA) and the Recipient must submit the Merchant of Record's Attestation of Compliance (AOC) annually to the State.

- ii. If the Merchant of Record is a Level 2 or 3 Merchant, the Merchant of Record must complete an annual self-assessment questionnaire (SAQ) and the Recipient must submit the Merchant of Record's AOC annually to the State.
 - iii. If the Merchant of Record is a Level 4 Merchant, the Merchant of Record must complete an annual SAQ and the Recipient must submit the Merchant of Record's AOC annually to the State.
 - c. The Recipient shall immediately notify the State if it learns that the Merchant of Record is no longer PCI DSS compliant and shall immediately provide the State the steps being taken to remediate the non-compliance status. In no event should the Recipient notification to the State be later than one (1) business day after the Recipient learns the Merchant of Record is no longer PCI DSS compliant.
- 17. The Recipient shall ensure an encrypted cellular virtual private network (VPN) is utilized for all charging station to cloud communications. The Recipient shall ensure that all communications are encrypted throughout the system to ensure the security of all the data.
- 18. Each charging port must have network communications that capture, at a minimum, the operational status of the equipment and information about each charging session, including:
 - a. Session ID, date, and start/end times;
 - b. Total time plugged in;
 - c. Total time spent charging;
 - d. Total energy dispensed (kWh); and
 - e. Total transaction fee.
- 19. Within four weeks of approval of this agreement, the Recipient shall provide NHDES with a detailed project timeline that outlines all major tasks necessary for the successful completion of the project, starting from the Effective Date for the full contract term, with more granular detail on necessary actions from the Effective Date to the full operation of all EVSE on the site.
- 20. The Recipient shall coordinate with the electric utility serving the site before work is started to determine whether the utility can cover any portion of the eligible costs. As soon as feasible, the Recipient shall share this information with NHDES. The Recipient shall request from the utility any applicable rebates, reimbursements, or funding assistance and shall complete project work in a manner that enables receipt of these monies.
- 21. The Recipient shall provide monthly reports to NHDES beginning one month from the Effective Date until all EVSE on the site are fully operational. Such reports shall describe actions taken in the previous month toward project completion, highlight any significant barriers that may delay the

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Date 5/18/23

projected project completion date, and provide an update to the project timeline should one be necessary.

22. The Recipient shall notify NHDES within one calendar week of all EVSE on the site becoming fully operational. Once a site is operational, the Recipient shall submit quarterly reports to NHDES no later than the 15th of the month following the end of the calendar quarter which include data on that site's operation and usage, including, but not limited to:
- a. Station address, city, state, zip code;
 - b. Station activation date;
 - c. Station ID and Plug ID(s);
 - d. Session ID, date, and start/end times;
 - e. Total time plugged in;
 - f. Total time spent charging;
 - g. Total energy dispensed (kWh);
 - h. Total transaction fee;
 - i. Max power output (kWh);
 - j. Venue type;
 - k. A description of differing fees by customer class (e.g. network members vs non-members) if any;
 - l. Equipment malfunctions and steps taken to correct;
 - m. Routine maintenance conducted;
 - n. Percent of time vehicles connected to a charger are charging;
 - o. Peak kW draw in the reporting period by date and time;
 - p. Percentage of time during the reporting period that the EVSE was operational;
 - q. The installation of any new signage directing customers to the site; and
 - r. Any other information pertinent to the successful operation of the site.

The initial quarterly report shall include a description of how the above information is derived. Subsequent reports need not include such description unless there are changes.

23. The Recipient shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Recipient's designation of material as confidential. The Recipient acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event that the State receives a request for the information identified by the Recipient as confidential, the State shall notify the Recipient and specify the date the State will be releasing the requested information. At the request of the State, the Recipient shall cooperate and assist the State with the

collection and review of the Recipient's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of information shall be the Recipient's sole responsibility and at the Recipient's sole expense. If the Recipient fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Recipient, without liability to the State.

24. All EVSE funded by this agreement shall be operational at least 97 percent of the time annually, based on a schedule of 24 hours per day and seven days per week. Every fourth quarterly report shall include EVSE operational status data over the previous year demonstrating that the EVSE met this operational requirement and, if any EVSE did not meet the operational requirement, shall include an explanation as to why it did not.
25. Should any DCFC not meet the operational requirements of Provision 24, repayment of a portion of the awarded funding may be required. The repayment amount will be based on the percent of operation below the operational requirement and based on the year in which the DCFC did not meet the operational requirement according to Table 1, which provides leniency for the first two halves of Year 1. Internet or electrical service outages, provided such outages were not caused by and cannot be independently remedied by the Recipient, or documented excessive lead times or delays in obtaining replacement parts will not count against the operational requirements. In the event of extraordinary circumstances preventing the Recipient from meeting the operational requirements, the Recipient shall notify NHDES of such events and NHDES may, upon request, grant a waiver of the operational requirements.

Table 1

Period of Operation, Maintenance, and Data Service		Repayment (% of reimbursement award per pedestal)
Year 1	Quarters 1 and 2	Up to 1% repayment for each % below 80%
	Quarters 3 and 4	Up to 1% repayment for each % below 90%
Year 2		Up to 1% repayment for each % below 97%
Year 3		Up to 0.8% repayment for each % below 97%
Year 4		Up to 0.8% repayment for each % below 97%
Year 5		Up to 0.8% repayment for each % below 97%

26. The Recipient shall work with the New Hampshire Department of Transportation and appropriate local officials for directional signage on and along roadways and highways to guide drivers to the station and shall provide for onsite signage that identifies the availability of the EV charging station and the location of the EVSE on the site. All signage must comply with any applicable local, state, and federal laws, ordinances, regulations, and standards.

Grantee Initials DM
 Date 5/18/23

27. The Recipient shall provide to NHDES, prior to equipment being made available for use by the public, a customer service plan that describes how users of the EVSE will interact with the EVSE and how the Recipient will handle any issues, such as billing discrepancies or equipment malfunctions. If changes to the plan are implemented during the contract period the Recipient shall provide an update to NHDES prior to implementation of the new plan and shall summarize proposed changes and the reason for each change.
28. The Recipient shall disclose the location and characteristics of the EVSE including (but not limited to) the address, voltage, and accessibility to the federal database operated by the United States Department of Energy Alternative Fuels Data Center (AFDC) as soon as the site is operational and shall ensure the information on this site is correct for the duration of this Agreement.
29. All electrical work shall be completed by properly licensed electricians.
30. The Recipient shall ensure that all materials shall be of good quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise approved in advance by NHDES and EVSE shall be free from faults and defects.
31. The Recipient is responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. The Recipient guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship and materials that appear during the progress of the work.

Grantee Initials OH
Date 5/18/23

EXHIBIT C
METHOD OF PAYMENT

- 1) Payments under this agreement are not to exceed \$409,747 or 80 percent of actual eligible project costs, whichever is less. Actual eligible project costs will be reduced by any amount of eligible costs that have been rebated, reimbursed, or funded by the electric utility or any other entity. Utility rebates, reimbursements, or funding for **non-eligible costs** will not reduce payments under this agreement.
- 2) NHDES will reimburse the Recipient for eligible project costs provided the Recipient maintains compliance with all recordkeeping and reporting requirements in Exhibit B. If the project is not completed by the Completion Date, the Recipient may be required to repay to NHDES all payments received.
- 3) Eligible Costs include:
 - a) The cost of approved EVSE;
 - b) Console(s) wired into the electrical supply;
 - c) Separate payment module(s);
 - d) Necessary upgrades to customer-side electric supply to make a site ready to accept EVSE proposed under this RFP;
 - e) Cable(s) and connector(s) to plug into the EV;
 - f) Cable-management strategies (e.g., coil, retractable, etc.);
 - g) Mounting equipment, either a pedestal(s) hard-wired to a permanent pole or box or hard-wired to a wall including a mounting plate;
 - h) Onsite signage and pavement painting;
 - i) Shipping/freight of equipment to be installed;
 - j) Non-labor construction costs related to site preparation and installation;
 - k) Labor costs related to the construction phase;
 - l) Planning/Permit fees;
 - m) Five-year warranty and maintenance agreement for EVSE;
 - n) Five-year software/network service agreement; and
 - o) Five-year customer support service agreement.
- 4) Non-Eligible Costs include:
 - a. Any costs not approved by the State, including any costs incurred prior to the Effective Date;
 - b. Purchase, lease, or rental of real-estate;

- c. Capital costs including, but not limited to, construction of buildings, parking facilities, or amenities;
 - d. General maintenance of the site on which the EVSE is located;
 - e. Electric utility infrastructure needed to connect and serve new EVSE. This may include traditional distribution infrastructure such as step-down transformers, overhead service lines, and utility meters that will continue to be owned and operated by the utility;
 - f. Non-compliant EVSE;
 - g. Off-site or highway signage;
 - h. Taxes;
 - i. Internet connection and/or cell service, or improvements thereto;
 - j. Electricity consumption, including demand charges;
 - k. Batteries or solar panels;
 - l. Proprietary charging equipment; and
 - m. Administrative and overhead/indirect costs (excluding project-specific labor).
- 5) Requests for reimbursement shall fully describe the task or equipment for which reimbursement is being requested and may be submitted by the Recipient upon payment. Such requests shall be on the Recipient's letterhead and include the following:
- a) A copy of all vendor invoices;
 - b) A copy of cancelled checks or other documents verifying payment;
 - c) Proof of services rendered;
 - d) A copy of all applicable rebates, reimbursements, and funding assistance requested, denied, and received as well as contact information for any entity responsible for such rebates, reimbursements, and funding assistance; and
 - e) Contact information for any questions related to reimbursement requests.

Requests for reimbursement of EVSE costs must also include the following:

- f) A description of the site with the following information for each pedestal:
 - i) Make/Model;
 - ii) Serial number;
 - iii) Voltage rating;
 - iv) Amperage rating;
 - v) Number and type of charging connectors;
 - vi) Description of customer access and cost to use the EVSE; and
 - vii) Photographs of the site, including on-site signage, way-finding signage on the public roadway, and the EVSE.
- g) A copy of the five-year warranty, maintenance agreement, software/network service agreement and customer support service agreement with corresponding invoices and proof of payment of each.

- 6) NHDES will process complete invoices within 45 days of receipt provided all reporting requirements included in Exhibit B have been met.
- 7) Final invoices must be submitted within 90 days of the date of operation of all EVSE specified in this Agreement. Invoices submitted after this date may be denied.
- 8) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

Grantee Initials CH
Date 5/18/23



SECRETARY'S CERTIFICATE

I, Nicholas Unkovic, hereby certify that I am duly elected Secretary of Cumberland Farms, Inc., a Delaware corporation (the "Company"), having a usual place of business in Westborough, Worcester County, Massachusetts, and hereby certify as follows:

1. The execution of a Grant Agreement with the State of New Hampshire for a grant for the installation of electric vehicle charging at the Company's property located at 336 Washington Street, Claremont, NH 03743 (the "Agreement") is within the scope of the Company's authority, without further action required by the Company's Board of Directors;
2. That Caroline Taitelbaum is the duly elected President of the Company and pursuant to Section 4.2 of the Company's By-Laws, in such capacity is authorized to sign and execute on behalf of the Company, in her capacity as President of Cumberland Farms, Inc., any and all documentation required in connection with the above-referenced Agreement; and
3. Attached hereto as Exhibit A is a true, correct, and complete copy of an excerpt of the Company's By-Laws. Such By-Laws have not been modified or rescinded and are in full force and effect of the date hereof.
4. Attached hereto as Exhibit B is a true, correct, and complete copy of the Company's Written Consent of the Board of Directors. Such Consent has not been modified or rescinded and is in full force and effect of the date hereof.

Dated at Westborough, Massachusetts

This 15th day of June, 2023


Nicholas Unkovic, Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On this 15th day of June, 2023, before me, the undersigned notary public personally appeared Nicholas Unkovic, proved to me through satisfactory evidence of identification, which consisted of personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: July 25, 2025

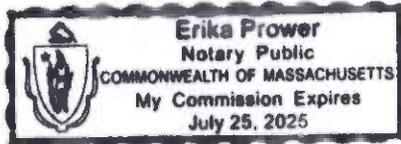


EXHIBIT A

BY-LAWS OF CUMBERLAND FARMS, INC.

[attached]

Cumberland Farms, Inc.
165 Flanders Road, Westborough, MA 01581
508-270-1400
www.cumberlandfarms.com

3. COMMITTEES

3.1 Committees

The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

3.2 Committee Rules

Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Section 2 of these by-laws.

4. OFFICERS

4.1 Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies

The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

4.2 Powers and Duties of Executive Officers

The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

EXHIBIT B

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
CUMBERLAND FARMS, INC.**

[attached]

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CUMBERLAND FARMS, INC.

Written Consent of the Board of Directors

October 13, 2022

The undersigned being all of the Directors of Cumberland Farms, Inc., a Delaware corporation (the "Corporation"), hereby consent, pursuant to the Delaware General Corporation Law, 8 Del. C. §141(f) and the Bylaws of the Corporation to the adoption of the following votes, effective as of the date set forth above:

RESOLVED: That George Fournier is hereby removed as President of the Corporation.

RESOLVED: That the following persons be, and each hereby are, appointed to the offices set forth opposite their names, each to hold such office until the next annual meeting of the Directors or until their respective successor is duly chosen and qualified:

Caroline Taitelbaum – President, Chief Financial Officer, and Treasurer
Nicholas Unkovic – Chief Legal and Administrative Officer and Secretary
Marc Rudnick—Assistant Treasurer
Laura Sherman—Assistant Secretary

RESOLVED: That the officers of the Corporation be, and each of them hereby is, authorized, empowered, and directed, to take such action, and to execute, make oath to, acknowledge and deliver, from time to time in the name and on behalf of the Corporation, such agreements, instruments, certificates or documents, and to do or cause to be done any and all such other acts and things as such officers deem advisable in furtherance of the lawful purposes of the Corporation.

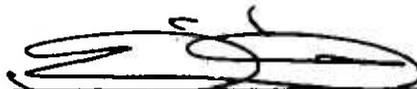
RESOLVED: That the Corporation hereby ratifies, confirms, approves and adopts as the valid and binding acts and deeds of the Corporation any and all previous actions officers of the Corporation in furtherance of the lawful purposes of the Corporation.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Board of Directors as of the date first above written.



Caroline Taitelbaum, Director



Nicholas Unkovic, Director

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 CUMBERLAND FARMS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 19, 1984. 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: 77894

Certificate Number: 0006160390



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: CUMBERLAND FARMS, INC.	Business ID: 77894
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 09/19/1984	Name in State of Incorporation: CUMBERLAND FARMS, INC.
Date of Formation in Jurisdiction: 09/19/1984	
Principal Office Address: 165 Flanders Road, Westborough, MA, 01581, USA	Mailing Address: 165 Flanders Road, Westborough, MA, 01581, USA
Citizenship / State of Incorporation: Foreign/Delaware	
	Last Annual Report Year: 2023
	Next Report Year: 2024
Duration: Perpetual	
Business Email: compliancemail@cscinfo.com	Phone #: 508-270-1404
Notification Email: COMPLIANCEMAIL@CSCINFO.COM	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Gas and Convenience Stores	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Caroline E Taitelbaum / Treasurer	165 Flanders Rd, Westborough, MA, 01581, USA
Nicholas M Unkovic / Secretary	165 Flanders Rd., Westborough, MA, 01581, USA
Caroline Taitelbaum / Director	165 Flanders Rd., Westborough, MA, 01581, USA
Nicholas M Unkovic / Director	165 Flanders Rd, Westborough, MA, 01581, USA
Caroline E Taitelbaum / President	165 Flanders Rd, Westborough, MA, 01581, USA

Page 1 of 1, records 1 to 5 of 5

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Trade Name Information

Business Name	Business ID	Business Status
CONSUMERS' DAIRY OUTLET (/online/BusinessInquire/TradeNameInformation? businessID=288042)	185668	Expired

Trade Name Owned By

Name	Title	Address
No records to view.		

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
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[Businesses Linked to Registered Agent](#)
 [Return to Search](#)
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) :
04/17/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: _____	
	PHONE (A.C. No. Ext.): (866) 283-7122	FAX (A.C. No.): (800) 363-0105
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cumberland Farms, Inc. c/o EG Retail America, LLC 165 Flanders Road Westborough MA 01581 USA	INSURER A: National Casualty Company	11991
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Co.	20702
	INSURER D: ACE American Insurance Company	22667
	INSURER E: Assicurazioni Generali S.p.A.	AA1360015
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570099036752 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	AON AIG	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							DESCRIPTION	AMOUNT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GNO0001667 SIR applies per policy terms & conditions	04/01/2023	04/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10772382	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A WC (All States)			WLRC50741862	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C	<input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC (WI) SCFC50741904	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000
E	<input checked="" type="checkbox"/> Miscellaneous Liability Coverages			23FL12136000	04/01/2023	04/01/2024	Each Occ/Agg	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire Department of Environmental Services is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER New Hampshire Department of Environmental Services PO Box 95 29 Hazen Drive Concord NH 03302-0095 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ATTACHMENT A
 Eligible Proposals Submitted
 in Response to RFP # NH-VW-2021-01

Grantee	Location	Site	Request	Score
Errol General Store	Errol	General Store	\$ 132,350	96
Irving Oil	Hooksett	Gas station	\$ 647,813	85
Irving Oil	Hooksett	Gas station	\$ 680,922	85
Cumberland Farms	Claremont	Gas station	\$ 409,747	83
Global Montello Group	Lancaster	Gas station	\$ 227,474	82
Irving Oil	Ossipee	Gas station	\$ 270,516	81
Irving Oil	Warner	Gas station	\$ 264,282	79
Revision Energy	Colebrook	Grocery store	\$ 275,900	78
Monadnock Food Co-op	Keene	Grocery store	\$ 308,710	76
Revision Energy	Dover	Grocery store	\$ 279,430	76
Revision Energy	Epping	Grocery store	\$ 275,876	76
Global Montello Group	Peterborough	Gas station	\$ 253,719	74
Carbon Solutions Group	Littleton	Gas station	\$ 376,269	Withdrawn
Carbon Solutions Group	Lincoln	Hotel	\$ 291,708	Withdrawn
NOT SELECTED				
Global Montello Group	Claremont	Gas station	\$ 203,111	78 ¹
Revision Energy	Concord	Grocery store	\$ 267,425	77 ¹
Mountainview Shopping Center	New London	Grocery store	\$ 262,257	77 ¹
Revision Energy	Claremont	Parking lot	\$ 343,084	76 ¹
Revision Energy	North Conway	Grocery store	\$ 250,898	74 ²
Irving Oil	New Hampton	Gas station	\$ 256,367	74 ²
Revision Energy	Gorham	Library	\$ 293,516	73
Universal Green Group	Lincoln	Hotel	\$ 46,625	72
Irving Oil	New Hampton	Gas station	\$ 227,020	71
Universal Green Group	North Conway	Hotel	\$ 46,625	71
Universal Green Group	Concord	Hotel	\$ 46,625	71
Norwich Technologies	Gorham	Library	\$ 175,075	71
Irving Oil	North Conway	Gas station	\$ 251,833	70
Norwich Technologies	Woodstock	Parking lot	\$ 175,075	70
Norwich Technologies	North Conway	Parking lot	\$ 180,060	70
Irving Oil	Bretton Woods	Gas station	\$ 235,728	69
Universal Green Group	Campton	Hotel	\$ 46,625	69
Universal Green Group	Lancaster	Hotel	\$ 46,625	69
Norwich Technologies	Plymouth	Parking lot	\$ 175,075	67
Norwich Technologies	Rochester	Parking lot	\$ 175,075	66
Irving Oil	Bretton Woods	Gas station	\$ 267,425	65
Universal Green Group	West Lebanon	Hotel	\$ 46,625	58
Norwich Technologies	New London	Parking lot	\$ 175,075	57
Global Montello Group	Manchester	Gas station	\$ 188,916	55
EV Gateway	Concord	Office Building	\$ 468,194	54

1. Projects proposing sites within twenty miles of a higher-scoring site were not selected for funding per the priorities of the Request for Proposals.
2. Project selection for equal scoring sites was limited by available funds and priority was given to projects best meeting siting criteria of the Request for Proposals.

ATTACHMENT A
 Eligible Proposals Submitted
 in Response to RFP # NH-VW-2021-01

Scoring Committee Member	State Agency	Title	Years worked
Becky Ohler	NH Department of Environmental Services	Administrator IV	23
Ricky DiCillo	NH Department of Environmental Services	Grants Coordinator	1
Wendy Gilman	NH Department of Energy	Grants Compliance Specialist	28
Mike Mozer	NH Department of Transportation	Design Services Chief	3

Scoring Criteria	Maximum Points
Proposed Solution (including equipment, location, operational model, timeline and other factors)	35
Cost Proposal	20
Experience and Qualifications of Applicant/Company and Project Partners	10
Assigned Personnel and Staff Qualifications	10
Warranty and Support Services Proposed	10
References	5
Experience with State Government Projects	5
Other NH Benefits	5
Total Points	100