



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

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July 11, 2024

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 ReVision Energy, Inc. (VC# 309329-R001), South Portland, Maine, totaling \$279,430 for installation of electric vehicle charging stations in Dover, New Hampshire, effective upon Governor and Council approval through June 30, 2027. 100% Volkswagen Trust Funds.

EXPLANATION

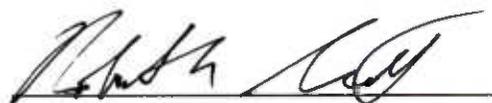
The New Hampshire Volkswagen Beneficiary Mitigation Plan provides that 15% of New Hampshire's allocation of the national Volkswagen settlement funds (the VW Trust) will be used for the acquisition, installation, operation, and maintenance of publicly available electric vehicle charging stations. Through 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, ReVision Energy will install two dual-nozzle direct current fast chargers and one dual-nozzle level 2 alternating current charger at Hannaford Supermarket in Dover, 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 ReVision Energy a grant of \$279,430 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.

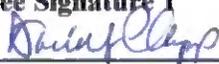
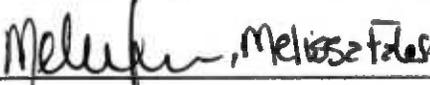
We respectfully request your approval.


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 ReVision Energy, Inc.		1.4. Grantee Address 758 Westbrook St, South Portland, ME 04106	
1.5. Grantee Phone # 207-221-6342	1.6. Account Number NA	1.7. Completion Date 6/30/2027	1.8. Grant Limitation \$279,430
1.9. Grant Officer for State Agency Vanessa Partington, 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 Daniel J. Clapp / CEO	
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:  Melissa F. Felt, Assistant Attorney General, On: 7/17/24			
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 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 of 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 intend 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 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, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."
2. Amend Subparagraph 7.2 to read: "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 relevant records pertaining to matters covered by this Agreement, provided that the State or United States provides the Grantee with five (5) days prior written notice of the need for such access. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all relevant contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information solely 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."
3. Amend Subparagraph 9.2 to read: "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 relevant data solely pertaining to this Agreement for examination, duplication, translation, disposal, or for any other purpose whatsoever."
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 the terms and conditions of this Agreement or on schedule; or"
6. Amend Paragraph 13 to read: "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. The foregoing shall not apply to any subsequent agreements and/or any subsequent transfer of ownership or sale of EVSE (as defined in Exhibit B) to which the State is not a party and for which the obligations of this Agreement are not impacted, including any interest or proceeds, direct or indirect, derived from such subsequent agreement or transfer or sale of ownership of EVSE (as defined in Exhibit B).

7. 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, 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 negligent, reckless, or intentional acts or omissions of the Grantee or its subcontractors, or its subgrantees 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."

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 ReVision Energy, 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. ReVision Energy, 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 the Hannaford located at 833 Central Ave, Dover, 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 2 years from the Effective Date unless an extension is provided by NHDES in writing. NHDES may provide reasonable extensions for cause at its sole discretion.
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 Level 2 charger meets the SAE J1772 standard and each DCFC is

- equipped with SAE Combo and CHAdeMO connectors. With prior written approval from NHDES, one DCFC may be equipped with SAE Combo and a different other non-proprietary charging system (e.g., North American Charging 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. Is certified by the Underwriters Laboratories, Inc. (UL), or equivalent safety standard;
 - m. Complies with all National Electric Code and Federal Communications Commission regulations for safety and operation requirements;
 - n. Is rated to 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;
 - o. Is rated to withstand flooding if the project area is within a flood zone;
 - p. Includes barriers or other mechanisms to prevent damage from snow removal equipment or vehicles;
 - q. Includes screen displays that are readable in all light levels, including in direct sunlight and at night;
 - r. Is designed and maintained to be tamper-proof to the extent feasible; and
 - s. 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 vehicles 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 utilize an encrypted cellular virtual private network (VPN) 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 two 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 particular 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. The Recipient shall supplement the total eligible cost of the project through these rebates and reimbursements to the best of their ability.
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 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 electric vehicle (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.

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.

Grantee Initials dje
Date 5/7/24

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.
32. The Recipient shall obtain any necessary site-host agreements between the site host and the Recipient. Such site-host agreements must be provided to NHDES. No reimbursements may be paid prior to approval of the site-host agreement by NHDES. At a minimum, site-host agreements must:
- a. Include provisions regarding the Recipient's legal right to place the EVSE on the site;
 - b. Allow the Recipient and any sub-contractors to install the specified EVSE on the site and allow for the equipment to operate on the site for a minimum of five years;
 - c. Explain in simple terms the legal agreement between the Recipient and the site host, including responsibilities relative to the installation, operation, and maintenance of both the EVSE and the site as a whole;
 - d. Specify that the Recipient or its sub-contractors will have access to the site as necessary to maintain the equipment, signage, and other appurtenances;
 - e. Allow full public access to the EVSE 24 hours per day, 365 days per year unless necessary to restrict access due to an emergency or malfunction of the equipment;
 - f. Specify which party is responsible for ensuring the site is accessible and inviting;
 - g. Include provisions for any sale of the site (purchase, lease, or rental of real-estate are non-eligible costs); and
 - h. Provide recourse for the Recipient should the site host decide to discontinue operation of the EVSE on the site.

EXHIBIT C
METHOD OF PAYMENT

- 1) Payments under this Agreement are not to exceed \$279,430 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;
 - o) Five-year customer support service agreement; and
 - p) Administrative/overhead/markup, not to exceed 10% of the total eligible project costs.
- 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 the 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
- 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 include the following:
- a) Cover letter on the Recipient's letterhead indicating the amount the Recipient is requesting reimbursement for along with the Recipient's name, address, and contact information for any questions related to the reimbursement request;
 - b) A breakdown of project costs in comparison to the Attachment C – Project Cost Proposal that was submitted in response to the Request for Proposals, with an explanation for any decreased amounts and a justification for any increased amounts;
 - c) A copy of all vendor invoices;
 - d) A copy of cancelled checks or other documents verifying payment;
 - e) Proof of services rendered;
 - f) 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;
 - g) Product specification sheet(s);
 - h) 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, the EVSE, and the designated parking spaces with barriers or other mechanisms to prevent damage.
 - i) 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 dji
Date 6/7/24

Certificate of Board Vote

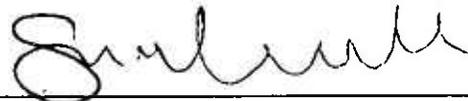
I, **Sam Lavallee**, hereby certify that I am the duly elected Director and Chief Financial Officer of ReVision Energy Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 14, 2020, at which a quorum of the Directors was present and voting.

VOTED: That Daniel Clapp is duly authorized to enter into contracts or agreements on behalf of ReVision Energy Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/14/2024

ATTEST:



Sam Lavallee, Director and Chief
Financial Officer

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 REVISION ENERGY INC. is a Maine Profit Corporation registered to transact business in New Hampshire on September 29, 2017. 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: 779827

Certificate Number: 0006678826



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State



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

Applicant	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
NOT CURRENTLY SELECTED				
Carbon Solutions Group	Littleton	Gas station	\$ 376,269	81 ³
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
Carbon Solutions Group	Lincoln	Hotel	\$ 291,708	75 ³
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.
3. Projects were withdrawn by applicant.

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	24
Ricky DiCillo	NH Department of Environmental Services	Grants Coordinator	2
Wendy Gilman	NH Department of Energy	Grants Compliance Specialist	29
Mike Mozer	NH Department of Transportation	Design Services Chief	4

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