COMMONWEALTH OF MASSACHUSETTS AGREEMENT BETWEEN MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF SOMERVILLE

This Agreement is entered into by the Commonwealth of Massachusetts, acting through the Massachusetts Department of Environmental Protection (MassDEP) and the City of Somerville for the purpose of increasing the use and visibility of electric vehicles within the Commonwealth of Massachusetts (the "Agreement").

MassDEP is charged with the implementation and oversight for the Massachusetts Electric Vehicle Incentive Program (MassEVIP). The City of Somerville has been qualified as a recipient of MassEVIP funding for the purpose of acquiring Level 2 dual head charging station(s) and four electric vehicles in the following amounts as referenced in the attached application:

- An amount not to exceed \$7,500.00 each for two Battery Electric Vehicles, and
- An amount not to exceed \$7,500.00 for Level 2 dual head electric vehicle charging station(s).

By accepting the benefits of MassEVIP funding, the City of Somerville expressly agrees, through the execution of this Agreement, to be bound by the following Terms and Conditions and other requirements set forth in Attachments A through D hereto, which are incorporated herein by reference.

The undersigned representatives certify that they are fully authorized to enter into the Agreement, including without limitation the attached Terms and Conditions, and to legally bind the party on whose behalf they are signing this Agreement.

This Agreement shall become effective on the date that it is executed by MassDEP.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

CITY OF SOMERVILLE

Print Name:

Print Title:

Joseph A. Curtatone Mayor, City of Somerville Date 10/5/2016

COMMONWEALTH OF MASSACHUSETTS

By:

Bawa Wavezwa, Director of Fiscal Management

Massachusetts Department of Environmental Protection

Date:

12/7/16

ATTACHMENT A TERMS AND CONDITIONS

By accepting the benefits of the Massachusetts Electric Vehicle Incentive Program (MassEVIP) funding, the City of Somerville (the award recipient) agrees that it will comply with all Terms and Conditions set forth below and assumes responsibility for all requirements under the laws of the Commonwealth regarding vehicle ownership or lease. The award recipient acknowledges that, from time to time as deemed necessary, MassDEP may request the award recipient to make minor changes in the implementation of MassEVIP, including periodic updates to the list of charging station vendors available for use by public and/or non-profit award recipients as provided on the program webpage

(<u>http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html</u>); private award recipients may use these vendors or the vendor(s) of their choice.

1. MassEVIP Electric Vehicle and Level 2 Charging Station Acquisition

As a condition of the award recipient being awarded funding through MassEVIP for the acquisition of electric vehicle(s) and charging station, the award recipient is required to execute the acquisition of vehicle(s) and charging station through one of the following methods:

- a) Public and/or non-profit award recipients have the electric vehicle vendors listed on the Massachusetts state-wide contract available to them from which to acquire an approved electric vehicle(s), through purchase or lease, as listed on the program webpage (http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html); private award recipients may use these vendors or the vendor(s) of their choice. If the award recipient is also acquiring a Level 2 charging station, public and/or non-profit award recipients have the charging station vendors listed on the program webpage (http://www.mass.gov/eea/agencies/massdep/air/grants/massevip-municipal.html), available to them; private award recipients may use these vendors or the vendor(s) of their choice; or
- b) If an award recipient is acquiring an electric vehicle that is not currently on Massachusetts state-wide contract but is identified as a Zero Emission Vehicle (ZEV) or Plug-In Hybrid Electric Vehicle (PHEV) or Zero Emission Motorcycle (ZEM) on California's list (http://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles) and is available for purchase or lease in Massachusetts, the award recipient must complete its own competitive procurement process to acquire the electric vehicle(s). The award recipient https://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles) and is available for purchase or lease in Massachusetts, the award recipient must complete its own competitive procurement process to acquire the electric vehicle(s). The award recipient https://energycenter.org/index.php/incentive-programs/clean-vehicle-rebate-project/cvrp-eligible-vehicles) and is available for purchase or lease in Massachusetts, the award recipient which is a contract with the Commonwealth for goods and services. MassEVIP will then provide the incentive directly to the award recipient upon presentation of the invoice attesting proof of the vehicle(s) acquisition.

2. Agreement Duration/Timeline

a.) The award recipient has up to 180 calendar days following the execution date of this agreement to acquire the electric vehicle(s) (the "MassEVIP vehicle") and procure and install the Level 2 charging station (the "Level 2 charging station").

- b.) In the event that the award recipient wishes to amend its choice of make, model or number of MassEVIP vehicles or charging stations, the award recipient must notify MassDEP in writing of any changes to the MassEVIP Vehicle(s) number, make, or model, and/or the Level 2 charging station as originally requested and approved by MassDEP (Attachment B), and receive written approval from MassDEP prior to execution of the purchase agreement with the Vendors for the MassEVIP vehicle(s) and/or Level 2 charging station. No changes to the make, model or number of vehicles or charging stations will be permitted after the execution of the purchase agreement.
- c.) The award recipient must notify MassDEP in writing within 30 days prior to the end of the 180 day period if the MassEVIP vehicle acquisition and/or procurement and installation of the Level 2 Charging station will not occur within 180 days following the execution date of this agreement.

3. MassEVIP Vehicle Registration

The award recipient must obtain a valid registration through the Massachusetts Registry of Motor Vehicles for each MassEVIP vehicle and provide proof of vehicle registration to MassDEP upon request.

4. <u>Insurance Coverage for MassEVIP Vehicles and Level 2 Charging Station</u>

Adequate property and casualty insurance coverage for each MassEVIP vehicle and Level 2 charging station must be provided by the award recipient as required under the laws of the Commonwealth through either the award recipient's self insurance or through third party coverage. The award recipient must provide proof of such coverage to MassDEP upon request.

5. Ownership of MassEVIP Vehicle and Level 2 Charging Station

The award recipient acknowledges that the award recipient becomes the owner or lessee of the MassEVIP vehicle(s) and Level 2 charging station following execution of the acquisition agreement for the electric vehicle(s) (purchase or lease) or charging station (purchase only). In the event that the award recipient is unwilling and/or unable to accept the MassEVIP vehicle(s) or Level 2 charging station after the vendor has ordered the vehicle(s) or charging station, the award recipient agrees to be fully responsible for the payment of any costs incurred by the vendor as a result of the award recipient's failure to accept them, including, without limitation, shipping costs and return fees. For purposes of this paragraph, the vendor is deemed to have "ordered" or "placed the order" when vendor pays any portion of the purchase price of the charging station to the charging station manufacturer. In the event that award recipient is unwilling and/or unable to accept the charging station after the vendor has placed such order, award recipient agrees to inform MassDEP in writing of its non-acceptance of the charging station(s) within fourteen (14) calendar days of award recipient's notification of non-acceptance of the charging station(s) to the vendor. Vendor is required to work cooperatively with MassDEP and/or award recipient to identify alternative recipients for the charging stations(s) and thereby recover costs for the unaccepted purchase; however, award recipient agrees to be fully responsible for any such costs incurred by vendor that vendor is unable to recover within six months of the date of award recipient's written notice to MassDEP of its non-acceptance of the charging station(s).

6. Statement of Support

The award recipient is encouraged to complete the Statement of Support for the Transportation Climate Initiative's (TCI) Pledge for the Deployment of Electric Vehicles (Attachment C) that shows a commitment to transition to a clean energy economy, reduce greenhouse gas emissions from their fleet, and increase the visibility of advanced technology vehicles in communities across the state. The award recipient is also encouraged to utilize the available TCI resources to help policy makers, municipal planners, and others in making their businesses or communities EV-ready (http://www.transportationandclimate.org/northeast-electric-vehicle-network-documents).

7. Minimum Period to Operate MassEVIP Vehicle and Level 2 Charging Station
The award recipient agrees to use the MassEVIP vehicle(s) and Level 2 charging station
for a minimum of thirty-six (36) months following acquisition (vehicle) and installation (Level 2 charging station) per the terms in 2.c) above, unless the equipment (vehicle or Level 2 charging station) is sold, transferred, disposed of, or removed from active service in accordance with the procedures set forth in Paragraph 8 below.

8. Assignment, Sale, Transfer, or Removal from Service

No Assignment/Sale /Transfer/ Removal from Service without Prior MassDEP Notice and Approval. As a condition of its receipt of funding under MassEVIP, the award recipient acknowledges that it may not transfer its rights or obligations under this Agreement to another entity, or assign, sell or transfer the assets in a transaction that would include transfer of the MassEVIP vehicle(s) or Level 2 charging station that are the subject of this Agreement, without providing prior written notice and obtaining approval from MassDEP, in accordance with the provisions of this paragraph. In issuing a decision on the award recipient's request for assignment, sale, transfer or removal from service, MassDEP will seek to further the Commonwealth's goals in establishing the electric vehicle incentive program, including that of reducing greenhouse gas emissions within the borders of the Commonwealth. If the award recipient proposes to assign, sell, transfer or remove from service the MassEVIP vehicle(s) or Level 2 charging station subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:

- a) Award Recipient Notification to New Entity: Upon agreeing to the assignment, sale or transfer of the MassEVIP vehicle(s) to a New Entity, the award recipient must provide the New Entity with a copy of this agreement and of its obligation to notify MassDEP in writing of its intention to comply with and to sign the Agreement with respect to all MassEVIP vehicle(s) that are the subject of the assignment, sale, or transfer in accordance with 8.c) below.
- b) Award Recipient Notice, Contents and Certification: At least thirty (30) calendar days in advance of the date of a proposed assignment, sale, or transfer, the award recipient shall provide MassDEP with written notice ("Award Recipient Notice") of the transaction. The Award Recipient Notice to MassDEP shall include the following information:

- i. The identity, principal place of business, local address where the MassEVIP vehicle(s) will be garaged, or where the Level 2 charging station will be relocated, and principal contact for the New Entity to whom the award recipient will be assigning/transferring the MassEVIP vehicle(s) or Level 2 charging station as part of the transaction;
- ii. The date on which the assignment/transfer will occur, together with a brief description of the transaction;
- iii. A list of all MassEVIP vehicle(s) by Vehicle Identification Number (VIN), vehicle make, model number, and model year, and of all Level 2 charging stations that are subject to this Agreement that will be transferred as part of the transaction;
- iv. A certification by the award recipient that it has provided the New Entity with the following: (a) a copy of this Agreement; (b) a list of all MassEVIP vehicles or Level 2 charging stations that are subject to this Agreement; and (c) a notice to the New Entity of its obligation to notify MassDEP in writing of its intention to comply with the Agreement with respect to all MassEVIP vehicle(s) or Level 2 charging stations that are subject of the assignment, sale or/transfer.
- c) New Entity Notice, Contents and Certification: At least fifteen (15) days in advance of the date of the proposed assignment/transfer, the New Entity shall provide MassDEP with a written notice ("New Entity Notice") which states that: (1) it has received a copy of the Agreement; (2) it has received a list of all MassEVIP vehicles by VIN, vehicle make, model number, and model year and of all Level 2 charging stations, if applicable, that are subject to this Agreement; and (3) the New Entity certifies that it will comply with all Terms and Conditions of the Agreement with respect to all MassEVIP vehicles and Level 2 charging stations that are the subject of the assignment, sale, or transfer.
- d) If the award recipient proposes to remove from active service any MassEVIP vehicle(s) or Level 2 charging stations subject to this Agreement prior to the end of the minimum time period set forth in Paragraph 7, the award recipient must comply with the following requirements:
 - i. The award recipient must request approval from MassDEP in writing at least thirty (30) days in advance of the expected action, and specify the manner in which the MassEVIP vehicle would be removed from active service and the reasons for such removal.
 - ii. If MassDEP approves the award recipient's request to remove the MassEVIP vehicle from service, the award recipient must provide MassDEP with all documentation regarding the MassEVIP vehicle's destruction, sale as scrap metal, or other method by which the vehicle was removed from service.
- iii. The award recipient agrees to work cooperatively with MassDEP to pursue appropriate parties to recover funds in the event that a MassEVIP vehicle's removal from service is due to equipment failures or deficiencies, or due to vendor or manufacturer warranty deficiencies.

e) <u>MassDEP Contact for Notices</u>: All written Notices required by Paragraph 8 shall be sent to:

Ms. Sejal Shah MassDEP One Winter Street Boston, MA 02108

- f) MassDEP Review and Approval: Upon receipt of the Award Recipient Notice and the New Entity Notice as provided above, MassDEP will review both Notices and will provide the award recipient and the New Entity with its written determination regarding the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station within five (5) business days of receipt of both Notices. MassDEP reserves the right under this paragraph to either (a) seek additional information from the award recipient and/or the New Entity regarding the assignment, sale or transfer of the electric vehicle(s) or Level 2 charging station subject to this Agreement in order to make an informed determination; and/or (b) deny the assignment, sale or transfer of the MassEVIP vehicle(s) or Level 2 charging station to the New Entity. If the denial is based on the rationale that either of the Notices has incomplete, inaccurate or misleading information, the award recipient and/or New Entity will each have fifteen (15) days from the date of MassDEP's denial of the assignment, sale or transfer of the MassEVIP vehicle(s) and/or Level 2 charging station to provide complete and accurate information to MassDEP.
- g) Notwithstanding any of the foregoing, the award recipient (or its title holding affiliate) shall have the right to sell the mortgage, lease or otherwise deal with the property on which the Level 2 charging station(s) are located without MassDEP approval. However, if award recipient transfers to a new owner any ownership interest of the real property on which the Level 2 charging station(s) are located prior to the end of the thirty-six (36) month Minimum Time Period detailed in Paragraph 7 above, and this new owner does not assume ownership and responsibility for the Level 2 charging station(s) as a New Entity in accordance with the provisions of Paragraphs 8.a) to 8.d), award recipient shall be deemed to be in non-compliance with this Agreement and is subject to the MassDEP enforcement actions provided in Paragraph 15 below.

9. Data Provision and Record Requirements

Upon request by MassDEP, the award recipient shall provide the following: (1) access to the operation and maintenance records of each MassEVIP vehicle(s) for a minimum period of thirty-six (36) months following the acquisition of the MassEVIP vehicle(s) and (2) usage data, in a format specified by MassDEP, from Level 2 charging station for a minimum period of thirty-six (36) months following its installation.

10. MassDEP Verification of MassEVIP Vehicle and Level 2 Charging Station

Upon acquisition of the MassEVIP vehicle(s) and the installation of the Level 2 charging station on award recipient's property, the award recipient agrees to allow MassDEP access to the MassEVIP vehicle(s) and the Level 2 charging station during normal business hours so that MassDEP can verify the use of the vehicle(s) and the installation of the charging station.

11. <u>Training on the Operation and Maintenance of MassEVIP Vehicle and Charging Station</u>

Upon acquisition of the MassEVIP vehicle(s) and, if applicable, the completion of the installation of the Level 2 charging station, the award recipient agrees to require all pertinent personnel to attend a training session conducted by the vehicle vendor and/or the charging station vendor on the operation and maintenance of the equipment. The award recipient will facilitate these training session(s) by providing a mutually-convenient time and location for such training(s). In addition, the award recipient will provide MassDEP with fourteen (14) calendar days advance notice of the time, date and location of all training sessions so that MassDEP representatives may have the opportunity to attend any/all training sessions.

12. <u>MassEVIP Vehicle Maintenance Requirements</u>

The award recipient shall maintain the MassEVIP vehicle in accordance with the manufacturer's recommended procedures and specifications. The award recipient agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty.

13. <u>Electrical Infrastructure Maintenance Requirements</u>

The award recipient shall maintain the land-based electrical infrastructure in order to provide proper electrical supply for the operation of the Level 2 charging station for the duration of the thirty-six (36) month minimum in-service period. If the electrical infrastructure fails such that proper electrical supply required for the operation of the Level 2 charging station is not provided, the award recipient shall contact a vendor to repair the electrical infrastructure and supply within seven (7) calendar days of the receipt of notification of the failure of the system.

14. Electrical Infrastructure Parking Requirements

The award recipient receiving financial assistance through MassEVIP for the installation of a Level 2 charging station shall ensure the following requirements are met:

- a) The Level 2 charging station is located in an area that is accessible for the general public during normal business hours; and
- b) The two parking spaces allocated to the Level 2 charging station are specifically dedicated for electric vehicles only, and that the award recipient will actively enforce this requirement; and
- c) The Level 2 charging station is clearly identified through visible signage as provided in Attachment D. The award recipient may also want to consider pavement treatment (i.e., use of paint) to make the parking spaces more identifiable for electric vehicles.

15. Enforceability

The award recipient agrees that, in the event that the award recipient fails to comply with any of this Agreement's Terms and Conditions, the Commonwealth of Massachusetts and MassDEP shall have the right to pursue any and/or all of the following options:

- a) Require the transfer of possession and/or title to MassDEP and/or a third party at MassDEP's request of any and all MassEVIP vehicle(s) or Level 2 charging stations supplied pursuant to the Agreement; and/or
- b) Require the award recipient to reimburse MassDEP for any transfer, supply and/or installation costs incurred by MassDEP as a result of the failure of the award recipient to comply with the Agreement; and/or
- c) Require the award recipient to return a portion of the MassEVIP funding provided to the award recipient under the Agreement, with such portion to be calculated pro rata based on the number of months remaining of the 36 month Minimum Time Period required operation of the MassEVIP vehicle or charging station under Paragraph 7 of these Terms and Conditions, determined from the date of award recipient's failure to perform under the Agreement.

The enforceability rights set forth in this paragraph shall in no way be construed to limit either the Commonwealth of Massachusetts or MassDEP from pursuing any other legal or equitable remedy available under any applicable federal or state laws.

16. Public Concerns/False Claims

As a condition of acceptance of this equipment, the award recipient agrees to report to MassDEP any public concerns regarding the MassEVIP Program, and/or any credible evidence of the submission of any false claims under federal or state law by any person or entity associated with the MassEVIP Program, including but not limited to reporting to MassDEP in writing of any installation deficiencies, failures or operations concerns associated with the equipment.

17. <u>Indemnification</u>

The award recipient agrees to indemnify and hold harmless the Commonwealth of Massachusetts and MassDEP, and any of the officers, officials, contractors, employees or agents of the Commonwealth or MassDEP, from any and all liability, actions or claims, whether under federal or state law, associated with award recipient's failure to comply with the terms of the Agreement, and also agrees to provide indemnification from any costs incurred by the award recipient or its representatives in connection with the use, operation and maintenance of the equipment that is the subject of the Agreement.

18. Civil or Criminal Investigations/Proceedings

By entering into the Agreement with MassDEP, the award recipient certifies that, to the best of its knowledge, it has not been and is not currently the subject of any civil or criminal investigation or proceeding relating to the possible violation of any environmental statutes, rules, regulations, ordinances or laws, by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation or proceeding by any federal, state or local prosecuting or investigative agency.

19. Severability

If any term or provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remainder of the terms and provisions of this Agreement shall not in any way be affected or impaired, and shall remain valid and enforceable to the fullest extent permitted by law.

20. Governing Law

The Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts for all purposes, without regard to the Commonwealth's law on choice of law.

21. Execution Date

The "Execution Date" of the Agreement between MassDEP and Grantee is deemed to be the date on which the Agreement was signed by MassDEP.

Attachment B

Massachusetts Electric Vehicle Incentive Program Application





MassEVIP: Fleets Application

APPLICANT INFORMATION: (* Indicates Required Fields, and please print clearly)	,
Legal Name of Entity*: City of Somerville	
Division within Entity applying for incentive:	
Principal Contact*	
Last Name: DESHPANDE	
First Name: VITHAL	
Title: ENVIRONMENTAL COORDINATOR	•
Email: Vdeshpande@ somerville magoy	
Phone: 617-625-6600 x 5070	
Street Address: 50 Evergreen Ave	
City: Somerville	
State: MA	
5 C	CEIVED
Zíp Code: 02145	SEP 1 5 2016
Zip Code: 02145 Mailing address (enter ONLY if it is different from contact address above)	
Zip Code: O2145 Mailing address (enter ONLY if it is different from contact address above) Street Address: Same as Above B	SEP 1 5 2016
Zip Code: 02145 Mailing address (enter ONLY if it is different from contact address above) Street Address: Same as Phone B City: State:	SEP 1 5 2016
Zip Code: O2145 Mailing address (enter ONLY if it is different from contact address above) Street Address: Same as Above B	SEP 1 5 2016
Zip Code: O2145 Mailing address (enter ONLY if it is different from contact address above) Street Address: Same as phane City: State: Zip Code: If a municipality, are you currently a Green Community as designated by the Massachusetts	SEP 1 5 2016 Mass Dep ureau of Waste Prevention
Zip Code: 02145 Mailing address (enter ONLY if it is different from contact address above) Street Address: Same as Phone B City: State:	SEP 1 5 2016 Mass Dep ureau of Waste Prevention
Zip Code: O2145 Mailing address (enter ONLY if it is different from contact address above) Street Address: Same as Phone City: State: Zip Code: If a municipality, are you currently a Green Community as designated by the Massachusetts Communities Division? (Circle one)	SEP 1 5 2016 Mass Dep ureau of Waste Prevention

Use the Table below to list the electric vehicle(s) your entity is considering for acquisition.* Please attach quote.

Make/Model	Type (BEV, PHEV, or ZEM)	Dealer	Purchase/Lease
Ford Focus	BEV	TED	Purchase
Ford Follows	BEY	TBD	purchase
	· .		

^{*}If requesting more than five vehicles, please use additional pages.

In the space provided below, please indicate how the vehicle will be used to increase the visibility of electric vehicles in the community

These vehicles will be used by Fixe inspectors along their daily inspection related visits.

They will be manded for with "Electric Vehicles lebel for greater visibility.

If planning on acquiring one or more battery electric vehicles (fully battery operated), your entity is eligible to apply for assistance to acquire and install a Level 2 dual-head charging station. Do you wish to apply for assistance to acquire and install a Level 2 dual-head charging station? If yes, use the Table below to provide information for the requested charging station. Please attach quote. Note: the acquisition of hybrid plug-in electric vehicles only does not qualify an entity for financial assistance to install a Level 2 dual-head charging station.

	8 -8		_
Circle Appropriate Amount:*	1-2 BEV = Up To \$7,500 3-4 BEVs = Up To \$+	BEVs = Up To \$13,500	
Make/Model:	Chargepoint		
Vendor:	TBD		· ·
	TBD - 266 Bloscowy Somer Ville Ing station funding is associated with the number of battery electrafter an award has been made, the award for the charging station	ic vehic les sicquired. will elithe e accordi	If the number
Signature of Rep	presentative*: boeshpantz	II II OCI	- 15 2010 (D)
Date*: 09-15	5-2016	Bureau (Mass Dep of Waste Prevention

This form should be returned to MassDEP at the address below or via email to sejal, shah@state.ma.us:

Ms. Sejal P. Shab Environmental Analyst, MassEVIP One Winter Street, 6th Floor Boston, MA 02108

MassEVIP One Winter St, 6th Fl, Boston, MA 02108 Phone: (617) 556-1015

10/5/2015 -- Page 5

Attachment C

Statement of Support for the Deployment of Electric Vehicles

We Support the Deployment of Electric Vehicles

Please sign onto the statement below to express your organization's support for the deployment of electric vehicles in the northeastern United States.

The Northeast Electric Vehicle Network – a project of the states participating in the Transportation and Climate Initiative – seeks to eliminate barriers to the deployment of electric vehicles and maximize the economic and environmental benefits that will be generated by the mass-market arrival of plug-in cars and trucks.

City of Somerville	supports these important goals,
-	st Electric Vehicle Network to facilitate
the deployment of electric vehicles in t	the northeastern United States.1
Si narry full fitte	Date: 10/5/2016
The Northeast Electric Vehicle Network is a	
project of participating Transportation and Climate Initiative (TCI) jurisdictions, includ Connecticut, the District of Columbia.	
Delaware, Massachusetts, Maryland, New Hampshire, New Jersey, New York, Bennsylvania, Physic Island, Vermont, and	

To learn more about the TCI, please go to http://www.transportationandclimate.org

Email this statement of support to TCI facilitator Matthew Goetz at goetz@law.georgetown.edn.

Optional: Our Organization Is Prepared to Take the Following Actions to Support the Deployment of Electric Vehicles in the Northeastern United States

Please describe any specific actions that your organization has taken in TCI states or is prepared to take below. You may attach a separate letter if you need more room. Examples include, but are not limited to, the following:

- Installing charging stations for your employees or the public;
- Working with states to better understand and overcome electric vehicle deployment obstacles;
- Providing dedicated parking for electric vehicles;
- Committing to use electric vehicles in your fleet;

- Providing additional benefits to drivers of electric vehicles;
- Promoting electric vehicles in your materials and/or at events;
- Sharing charging station location, use, or other data with the Network.

				-		······································
		•	* .			
			TOTAL BERT FOR THE BEST OF THE STATE OF THE	name and the second section of the second	nest, of Later programme of the second	
		-				
· ·	alad yang agga ga ala kamanin terbahirah dan	-				
			•			
	**		,			





Electric Vehicle Guidance Documents For Communities in the Northeast and Mid-Atlantic

December 2012

In October 2011, the Transportation and Climate Initiative (TCI), a collaboration of state transportation, energy, and environmental agencies in the Northeast, launched a Northeast Electric Vehicle Network and agreed to coordinate on electric vehicle (EV) infrastructure planning and deployment. TCI, in partnership with the New York State Energy Research and Development Authority (NYSERDA) and 16 of the region's Clean Cities Coalitions, received a nearly \$1 million Department of Energy Electric Vehicle Planning grant to support early planning activities for the Network.

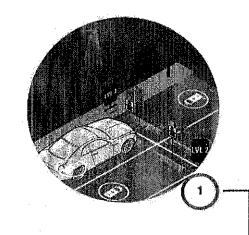
Under the grant, five "EV guidance documents" are being developed to help policy makers, municipal planners, and others in making their businesses or communities EV-ready. The guidance documents are being developed by Energetics Incorporated, an engineering and management consulting firm, and WXY Architecture + Urban Design, an urban design planning firm, and are expected to be available this fall.

EV Guidance Documents: Summary

Siting and Design Guidelines for Electric Vehicle Supply Equipment. These guidelines identify key siting and design issues that are relevant to local governments, developers, homeowners, businesses, utility providers, and other organizations. The guidelines provide an overview of elements of site selection and design and installation scenarios; including considerations for commercial lots, multifamily residences, on-street charging, service station models, and fleets.

For additional guidance on siting EV charging stations, please refer to NYSERDA's "Site Design for Electric Vehicle Charging Stations," which can be downloaded at

www.sustainabletransportationstrategies.com.



COMMERCIAL LOT

Assessment of Current EVSE and EV Deployment. The deployment assessment provides a region-wide look at EV and electric vehicle supply equipment (EVSE) deployment in the Northeast. The report highlights trends in EV ownership and EVSE locations, offers recommendations to maximize the impact of EVSE installations, and offers recommendations for further areas of study. The report finds that EV owners in the TCI region are typically younger, more educated, wealthier, and live in rural or suburban areas surrounding metro centers. Moreover, the assessment shows that a significant portion of the

region's EVSE is located at EV dealerships, and that new EVSE should be located as destinations that are within driving distance of EV communities.

EVSE Cluster Analysis. The Cluster Analysis proposes nine land use "clusters" that represent strong areas of current and potential EVSE deployment. The clusters were chosen based on the behavior of the typical user, the site's operations, external influences like geography and demographics, and the ability of a cluster to provide benefits to the EVSE host and wider public. The analysis also uses case studies to demonstrate how the clusters can effectively support EV use.

EV-Ready Codes for the Built Environment. This document provides an overview of building and electrical codes and their relation to EVs, highlights best practices from around the country, and makes recommendations for jurisdictions in the Northeast and Mid-Atlantic. The report draws several conclusions:

- Existing codes do not present a significant barrier to electric vehicle supply equipment (EVSE) deployment, but there is room within the codes to more clearly encourage EV-readiness.
- Codes can achieve EV-readiness and regional cohesion. For example, a coordinated effort to specify requirements for certain features in new construction and provide for new permitting or inspection protocols can help to streamline EV codes across the region.
- Adopting EV-friendly codes that encourage EVSE deployment can promote economic development in the region.
- Codes can create a high-level planning framework while retaining flexibility at the local level.
 For example, states can adopt code appendices containing EV-friendly provisions that can be adopted at the local level.
- Adopting EV-friendly codes should be part of a collaboration between partners to create a comprehensive EVSE deployment strategy.

Creating EV-Ready Towns and Cities: A Guide to Planning and Policy Tools. This report provides guidance to practitioners at all levels of state and local governments wishing to take action to implement EVSE deployment in their jurisdictions. It provides discussion and guidance regarding the steps to create, administer, and amend planning processes, rules, and regulations, and explores the potential for jurisdictions to encourage EV charging station installation and use. Tools to promote EV-friendly zoning regulations, parking ordinances, building codes, permitting practices, and partnership and procurement are explored, and examples of streamlined approaches are provided.

The Northeast Electric Vehicle Networks' EV Guidance Documents can be downloaded from www.northeastevs.org.

Or contact Georgetown Climate Center's EV Program Coordinator, Cassie Powers, at powers@law.georgetown.edu, or 202.661.6695.



U.S. Department of Energy

Attachment D

Parking Signage Templates

