



CITY OF MELROSE
APPROPRIATIONS & OVERSIGHT COMMITTEE
AGENDA • JANUARY 18, 2022

Web-based remote meeting
, Melrose, MA 02176

Remote meeting

7:30 PM

I. CALL TO ORDER

Jen Grigoraitis
Leila Migliorelli
Shawn M. MacMaster
Jack Eccles
Mark Garipay
Maya Jamaledine
Robb Stewart
Manjula Karamcheti
John Obremski
Ryan Williams
Christopher Cinella

Chair
Vice Chair

President, ex officio

Motion: statement of remote meeting information

Pursuant to An Act Extending Certain COVID-19 Measures signed by Governor Baker on June 16, 2021 that extended the remote meeting provisions of his March 12th Executive Order Suspending Certain Provisions of the Open-Meeting Law this meeting of the Appropriations & Oversight Committee will be conducted via remote participation to the greatest extent possible. We will post a comprehensive record of these proceedings as soon as possible after the meeting on the City of Melrose website and on MMTV/mmtv3.org. The public can find online access instructions to view this meeting at www.cityofmelrose.org/remotemeetings.

II. PUBLIC COMMENT

III. ORDERS

1. **ORDER-2022-57** : Authorization to Accept a Grant in the amount of \$12,093.60 from the Massachusetts Department of Environmental Protection to acquire one electric vehicle charging station under the Massachusetts Electric Vehicle Incentive Program (MassEVIP) Workplace & Fleet (WPF) Charging Program. Funds will be deposited into fund #4053.

From: City Council

ASSIGNED TO COMMITTEE

IV. ADJOURNMENT



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
Director & City Planner

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

MEMORANDUM

TO: Mayor Paul Brodeur
Patrick Dello Russo, Auditor/CFO

FROM: Martha Grover, Sustainability Manager

RE: MassEVIP Grant Award

DATE: December 10, 2021

The City of Melrose has been awarded a grant in the amount of \$12,093.60 from the Massachusetts Department of Environmental Protection to acquire one electric vehicle charging station under the Massachusetts Electric Vehicle Incentive Program (MassEVIP) Workplace & Fleet (WPF) Charging Program. The proposed charging station equipment, installation, and network software license as described in the attached quote will be attached to the garage at the Melrose Police Station for the purpose of charging police fleet vehicles only. It will not be available for public use.

The balance of the cost of installing the charging station is \$10,692.40 and will be funded from the DPW facilities budget.

We seek City Council approval to accept the MassEVIP award and execute the attached contract. Please let me know if you need any further information.

Attachment: MassEVIP 2021 Award Memo (ORDER-2022-57 : Acceptance of MassEVIP Grant)



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

December 6, 2021

City of Melrose
562 Main Street
Melrose, MA 02176

Dear Martha Grover,

The Massachusetts Department of Environmental Protection (MassDEP) is pleased to announce that City of Melrose has been awarded a grant of \$12,093.60 to acquire one electric vehicle charging station(s) under the Massachusetts Electric Vehicle Incentive Program (MassEVIP) Workplace & Fleet (WPF) Charging Program at the following location(s):

- An amount not to exceed \$12,093.60 for two ports at 56 W. Foster Street, Melrose, MA.

Contract documents are attached. You will need to sign and return the two that require signatures within **30** business days of receipt. The Grantee is authorized to proceed with the acquisition of the EV charging station(s) with the receipt of this approval letter. The contract documents include:

- *Commonwealth of Massachusetts - Standard Contract Form*, **to be signed** by an authorized signatory;
- *Commonwealth Terms and Conditions*, no signature required;
- *Contractor Authorized Signatory Listing*, **to be signed** by one of the parties specified on the listing;
- *End User Agreement*, no signature required.

Please email scanned copies of documents requiring signatures to MassEVIP.MassDEP@mass.gov and mail originals (wet signature, no copies) to the following address:

MassDEP
Attn: MassEVIP
One Winter Street, 6th Floor
Boston, MA 02108

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

Attachment: WPF Approval Letter - City of Melrose (ORDER-2022-57 : Acceptance of MassEVIP Grant)

MassDEP will execute the *Commonwealth of Massachusetts - Standard Contract Form* and email you a scanned copy for your records

You have up to 6 months from the contract documents' execution date to make the EV charging station operational. You have up to 90 days from the date the EV charging station is operational to request payment by completing and submitting the *End-User Agreement Attachment A Payment Request Form* and required attachments. MassDEP will not authorize the payment until receiving a complete *Payment Request Form* and required attachments. Required attachments include:

- Final invoice for EV charging station with line items for individual EV charging station costs.
- Final invoice for EV charging station installation costs.
- Photographs of installed EV charging station. Pictures should clearly show parking spaces, ADA accessible EV parking space and EV designated signage.

The MassEVIP WPF grant can be paid to either the grantee or the equipment vendor, as specified by the grantee. Where possible, MassDEP would prefer to pay the grant to the equipment vendor.

On behalf of Commissioner Suuberg, I want to congratulate City of Melrose for taking this important step towards making Massachusetts a leader in deploying electric vehicle charging equipment and helping the Commonwealth achieve its ambitious climate goals.

If you have any questions or comments regarding MassEVIP or the awarded grant, please contact us at MassEVIP.MassDEP@mass.gov.

Sincerely,



Christine Kirby
Assistant Commissioner
Bureau of Air and Waste

Attachments: *Commonwealth of Massachusetts - Standard Contract Form*
Commonwealth Terms and Conditions
Contractor Authorized Signatory Listing
End-User Agreement

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Environmental Protection MMARS Department Code: EQE	
Legal Address: (W-9, W-4): 562 Main Street Melrose, MA 02176		Business Mailing Address: ONE WINTER STREET, BOSTON, MA 02108	
Contract Manager: Martha Grover	Phone: (781) 979-4195	Billing Address (if different):	
E-Mail: mgrover@cityofmelrose.org	Fax:	Contract Manager: Winifred Prendergast	Phone: (617) 292-5596
Contractor Vendor Code: VC		E-Mail: winifred.prendergast@mass.gov	Fax: N/A
Vendor Code/Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: BD-19-1045-BAW00-BAW01-34706			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		____ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☐ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>12,093.60</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 6</u> , 20 <u>24</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bawa Wavezwa</u> Print Title: <u>Dir. COM Fiscal Management Division</u>	

Attachment: WPF Standard Contract-City of Melrose (ORDER-2022-57 : Acceptance of MassEVP Grant)

**COMMONWEALTH OF MASSACHUSETTS
AGREEMENT BETWEEN MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND CITY OF MELROSE**

The *Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico and the District of Columbia* (VW Trust) was established to settle enforcement actions against Volkswagen (VW) and its subsidiaries¹ after it was discovered that VW illegally installed defeat devices in millions of Volkswagen, Audi, and Porsche diesel vehicles worldwide,² causing these vehicles to emit higher-than-allowed amounts of nitrogen oxides (NO_x). The Commonwealth of Massachusetts has been allocated approximately \$75 million of these Trust funds and the Massachusetts Department of Environmental Protection (MassDEP) is designated as the Massachusetts lead agency to administer the VW Funds.

This Agreement is entered into by the Commonwealth of Massachusetts, acting through MassDEP, and City of Melrose (Grantee) for the purpose of implementing an Eligible Mitigation Action under the VW Trust to offset excess NO_x emissions resulting from the VW violations and to electrify the Massachusetts transportation network. In accordance with the Massachusetts VW Beneficiary Mitigation Plan, MassDEP is charged with the implementation of and oversight for the Massachusetts Electric Vehicle Incentive Program (MasseVIP) Workplace and Fleet Charging. Through MasseVIP Workplace and Fleet Charging, \$12,093.60 of the VW Funds shall be allocated to Grantee for the procurement and deployment of one Level 2 MasseVIP-funded electric vehicle (EV) charging station(s) ("EV charging station(s)"). The funding consists of:

- An amount not to exceed \$12,093.60 for two ports at 56 W. Foster Street, Melrose, MA.

By accepting the grant funding, Grantee expressly agrees, through the execution of the *Commonwealth of Massachusetts - Standard Contract Form* and *Commonwealth Terms and Conditions*, to be bound by this Agreement, which is an Attachment to the *Commonwealth of Massachusetts - Standard Contract Form* and *Commonwealth Terms and Conditions* and incorporated therein by reference. Grantee agrees that, from time to time as deemed necessary by MassDEP, to effectuate the goals and purposes of the VW Trust, MassDEP and Grantee shall amend this Agreement.

¹ Volkswagen AG, Audi AG, Porsche Cars of North America, Inc., Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC Dr. Ing. h.c. F. Porsche AG, and Porsche Cars North America, Inc.

² VW installed the devices in over 11 million vehicles worldwide, including 590,000 in the U.S. and over 14,000 in Massachusetts.

Terms and Conditions

1. Agreement Duration/Timeline

- a) Grantee has up to 6 months after the effective date of this Agreement to make the EV charging station(s) operational.
- b) Grantee shall request MassDEP's approval of any extension of the 6 month timeframe by notifying MassDEP in writing at least 7 days prior to the end of the 6 month timeframe if the EV charging station(s) will not be operational within 6 months following the effective date of this Agreement. Grantee shall include documentation in any such request to show the reason for the delay, the efforts made by Grantee to avoid the delay, and a timeline by which the EV charging station(s) will be in service. Grantee's request for an extension will not be deemed granted unless approved in writing by MassDEP.
- c) Grantee shall operate the EV charging station(s) for a minimum of 3 full consecutive years following the date the EV charging station(s) are operational.

2. Hardware and Location Requirements

- a) Grantee shall install EV charging station(s) that:
 - i. are hard-wired Level 1 or Level 2 EV charging station(s);
 - ii. are UL listed (certified to Underwriters Laboratories, Inc. standards);
 - iii. are able to charge EVs produced by multiple manufacturers;
 - iv. enable payment option for all EV drivers without restrictions based on network membership or subscription (e.g., allow credit card payment without login), if the EV charging station(s) are equipped to accept payment; and
 - v. are new installations, and not ordered until after an approval letter is received from MassDEP.
- b) Grantee shall limit use of the EV charging station(s) to grantee-owned EV use only.
- c) Grantee shall have at least one grantee-owned electric vehicle that can use the EV charging station(s).
- d) Grantee shall have evidence of ownership of the location identified in application or evidence that installation is allowed on the property (i.e., written permission of owner and/or pertinent language in lease, license agreement, or easement, etc.), and provide such evidence to MassDEP upon request.
- e) The location at which the EV charging station(s) are installed shall be a non-residential place of business.

3. EV Charging Station(s) and Installation Costs

- a) The grant amount listed on the first page of this Agreement will cover 60% of the cost of the EV charging station(s) and installation, including:
 - i. a console wired into the electrical supply;
 - ii. a cable and connector to plug into the EV;
 - iii. cable management strategy (e.g., coil, retractable, etc.);
 - iv. mounting, either pedestal or wall (Pedestal: hard-wired to a permanent pole or box. Wall: hard-wired to a wall and typically includes a mounting plate.);
 - v. separate payment module;
 - vi. upgrading electrical supply;
 - vii. construction costs related to installation (including accessible EV parking space);

- viii. signage and pavement painting; and
- ix. shipping/freight for i-viii.
- b) Grantee shall provide funds, either directly from Grantee or another source, to cover the remaining cost of the EV charging station(s), the remaining installation costs, and operating and maintenance costs for a minimum of 3 full consecutive years after EV charging station(s) is operational.
- c) Costs not covered include:
 - i. land/parking space purchase or lease;
 - ii. shipping/freight for items not included in Paragraph 3.a) above;
 - iii. software subscription;
 - iv. warranty;
 - v. taxes;
 - vi. internet connection or cell signal;
 - vii. planning or permitting for the project;
 - viii. bollards, curbs, wheel stops, setbacks, bumper guards;
 - ix. electricity consumption and demand charges;
 - x. preventative and corrective maintenance on EV charging station(s); and
 - xi. any other required costs not covered by Paragraph 3.a) above.
- d) Funding from multiple MassDEP EVIP programs cannot be combined for a single EV charging station.
- e) Funding from MassDEP EVIP programs cannot be combined with grants from the Massachusetts Green Communities Division for a single EV charging station and installation.
- f) MassEVIP grant combined with funding from other sources shall not exceed 100% of the cost paid for the EV charging station(s) and installation.

4. EV Charging Station(s) Parking Requirements

- a) For each port installed, one parking space shall be designated for grantee-owned plug-in EV use only and marked clearly through visible signage, examples of which are provided in Attachment B. Grantee shall actively enforce this requirement. Grantee is encouraged to paint the pavement of the parking area to indicate the parking space is designated for plug-in EVs.
- b) The parking space(s) and EV charging station(s) shall be located such that the connector from each EV charging station can easily reach a plug-in EV parked in the associated parking space.
- c) The EV charging station(s)' location shall be designed to protect the EV charging station(s) from physical damage. Such protective measures may include curbs, wheel stops, setbacks, bumper guards, and bollards.
- d) The EV charging station(s) parking space(s) and area around the EV charging station(s) shall be maintained, including snow removal and general cleaning.

5. Payment Requests

Grantee shall complete and submit Attachment A *Payment Request Form* no later than 90 days after the date the EV charging station(s) are operational in order to request the release of funding for the EV charging station(s) and installation, as applicable. The grant payment will be based on the final invoice for the EV charging station(s) and installation, as applicable, submitted

by Grantee. The grant payment may be less than the total grant amount listed on page 1 of this Agreement and will not exceed the per street address grant amount listed on page 1 of this Agreement. MassDEP reserves the right to refuse payment if Grantee fails to submit timely documentation. Grantee may submit multiple payment requests if receiving a grant for multiple EV charging stations and the EV charging stations become operational at different times. Once MassDEP has received all required documentation from Grantee for a payment request, MassDEP will submit a request that the trustee of the grant funds disburse the funds to Grantee. It can take up to 45 days for the funds to be released by the trustee. Information required by Attachment A includes, without limitation:

- a) the amount of funds that are the subject of the payment request for the EV charging station(s), and date(s) when EV charging station(s) were operational;
- b) detailed final cost invoices for the EV charging station(s) and installation, as applicable, that are the subject of the Payment Request;
- c) pictures of the installed and operational EV charging station(s); and
- d) the party and address to whom the funds shall be directed.

Grantee agrees to provide MassDEP with any additional information requested by MassDEP as may be necessary to support a funding request under the VW Trust.

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

6. MassEVIP Workplace and Fleet Charging Program Funding Payee

Wilmington Trust N.A. is the Trustee under the VW Trust and is the entity that will be issuing payments under this Agreement. Grantee agrees and acknowledges that:

- a) Wilmington Trust N.A. ("WT") is acting on behalf of MassDEP solely to assist it in making payments;
- b) Grantee waives any and all claims whatsoever, in law and/or in equity, against WT and Grantee will not initiate a suit against WT;
- c) WT will not be liable for any actions that WT takes or abstains from taking arising out of or in connection with the performance of its duties on behalf of and as directed by MassDEP;
- d) WT will not be liable for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever in connection with making payments on behalf of MassDEP; and
- e) WT is a third party beneficiary of this acknowledgement.

7. Promotion of EV Charging Station(s)

- a) Grantee agrees to promote the EV charging station(s) to employees, visitors and general public (if applicable) via various marketing strategies throughout the minimum period of 3 full consecutive years specified in Paragraph 1. Availability of Workplace Charging shall be made known to employees through signage and email messaging in the first month of the 3-year period. Other marketing strategies may include but are not limited to:

Ride and Drive events, education for interested employees on the proper operation of the EV charging station(s), flyers, internal/external newsletters and webpages, etc. Grantee shall provide proof of such promotion to MassDEP upon request.

- b) If EV charging station(s) are available for public use, register each on the United States Department of Energy's (DOE) Alternative Fuels Data Center Station Locator http://www.afdc.energy.gov/fuels/electricity_locations.html. Grantees are also encouraged to submit the location to other EV charging websites such as www.PlugShare.com.
- c) Grantee is encouraged to conduct an EV "Ride and Drive" event at their location. A Ride and Drive event provides a hands-on driving experience for consumers who are unfamiliar with EVs and also showcases how EVs are easy to drive, function like traditional vehicles, and can reduce oil consumption, pollution, and fuel and maintenance expenses. Grantee is encouraged to utilize the following on-line resource when conducting a Ride and Drive event: <https://driveelectricweek.org/resources.php>.

8. Insurance Coverage for EV Charging Station(s)

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

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

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

10. MassDEP Verification of EV Charging Station(s)

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

11. Data Reporting and Recordkeeping Requirements

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

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

Grantee shall maintain the EV charging station(s) and land-based electrical infrastructure in order to provide proper electrical supply for the operation of the EV charging station(s) for the duration of the 3 full consecutive year in-service period. Grantee shall maintain such EV charging station(s) and infrastructure in accordance with the manufacturer's recommended procedures and specifications and agrees that it is responsible for any maintenance and repair work that is not covered under the scope of the manufacturer's warranty. If the electrical infrastructure fails such that proper electrical supply required for the operation of the EV charging station(s) is not provided, Grantee shall contact either the vendor that performed the

installation of the EV charging station(s), if such vendor also performed work on the electrical infrastructure, or another vendor/electrician of Grantee's choice. Grantee shall ensure that all necessary repairs to EV charging station(s), electrical infrastructure and electrical supply are completed within 14 calendar days of Grantee having knowledge of failure. Grantee shall keep records of its maintenance efforts and will make those records available to MassDEP upon request.

13. Noncompliance

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

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

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

14. Notices, Submissions and Requests

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

15. Effective Date

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

16. Transfer

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

Attachment A

Payment Request Form

Attachment: WPF End User- City of Melrose (ORDER-2022-57 : Acceptance of MasseVIP Grant)



MassEVIP Workplace & Fleet Charging Program Payment Request Form

In order to request payment for the MassEVIP Workplace & Fleet Charging Program, this form must be completed, signed, and submitted, along with all attachments, to the email address indicated on the last page.

GRANTEE Information

Grantee:		Contact Person:	
Address:		Email:	
City, State, Zip:		Phone Number:	

Electric Vehicle (EV) Charging Station VENDOR Information

Vendor:		Contact Person:	
Address:		Email:	
City, State, Zip:		Phone Number:	

EV Charging Station INSTALLATION VENDOR Information

(If same as EV charging station vendor, write same as above under Vendor below)

Vendor:		Contact Person:	
Address:		Email:	
City, State, Zip:		Phone Number:	

If Grantee's W-9 indicated that federal tax withholding is required, disbursement may only be directed to Grantee, not a vendor.

PAYMENT TO (check one): Grantee ___ or Charging Station Vendor ___ or Installation Vendor ___

Payment will be made via check and sent to the address provided above for the selected entity

12/29/2020

Attachment: WPF End User- City of Melrose (ORDER-2022-57 : Acceptance of MassEVIP Grant)

MassEVIP Workplace & Fleet Charging Payment Request Form

EV Charging Station Information

EV Charging Station(s)

Make/Model:	Level 1 ____ or Level 2 ____
Number of Units:	Total Number of Ports:
Installation Address:	City/Town:
Location description (e.g., side door, by store entrance):	
Installation Date:	Operational Date:

EV Charging Station(s)

Make/Model:	Level 1 ____ or Level 2 ____
Number of Units:	Total Number of Ports:
Installation Address:	City/Town:
Location description (e.g., side door, by store entrance):	
Installation Date:	Operational Date:

EV Charging Station(s)

Make/Model:	Level 1 ____ or Level 2 ____
Number of Units:	Total Number of Ports:
Installation Address:	City/Town:
Location description (e.g., side door, by store entrance):	
Installation Date:	Operational Date:

EV Charging Station(s)

Make/Model:	Level 1 ____ or Level 2 ____
Number of Units:	Total Number of Ports:
Installation Address:	City/Town:
Location description (e.g., side door, by store entrance):	
Installation Date:	Operational Date:

If you have more locations or charging station types, copy and repeat this page.

12/29/2020

Attachment: WPF End User- City of Melrose (ORDER-2022-57 : Acceptance of MassEVIP Grant)

MassEVIP Workplace & Fleet Charging Payment Request Form

Incentive Information

Total Number of EV Charging Stations: _____	Total Number of Ports: _____	Total Eligible EV Charging Station Costs: \$ _____	Total Eligible Installation Costs (if applicable): \$ _____
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Only include costs eligible through the MassEVIP Workplace & Fleet Charging Program in the boxes above. See [MassEVIP Workplace & Fleet Charging \(WPF\) Program Requirements](#) for details on eligible costs.

Payment will be 60% of the eligible costs identified above and confirmed via the attached invoices or the amount awarded in the approval letter, whichever is less.

ATTACHMENTS

- ☐ Final invoice(s) for EV charging station(s) with line items for individual EV charging station costs.
- ☐ Final invoice(s) for EV charging station installation costs (even if not funded by MassEVIP).
- ☐ Photographs of installed EV charging station(s). Pictures should clearly show all parking spaces, including Accessible EV parking spaces and EV only signage. Accessible EV parking spaces should NOT be signed as handicapped only. (For additional guidance related to the accessibility requirements, please see the section titled "Accessibility" found within the [MassEVIP Workplace & Fleet Charging \(WPF\) Program Requirements](#).)

Grantee agrees to provide MassDEP with any additional information requested as necessary to support a funding request under the VW Trust.

I hereby certify under the pains and penalties of perjury that: 1) I have personally examined and am familiar with the information submitted herein, including all attachments, and to the best of my knowledge, the information submitted to MassDEP in this Payment Request, is true, accurate, and complete; 2) Grantee has complied with all laws, regulations and other requirements applicable to the procurement, acquisition, and installation of the EV charging station(s) that are the subject of this Payment Request; and 3) I have authority to submit this Payment Request on behalf of Grantee. I am also aware that, in the event it is determined that any grant funding was awarded based on false information, Grantee will be required to return the grant money.

Signature of Authorized Signatory

_____/_____/_____
Date

Print Name of Authorized Signatory

Title of Authorized Signatory

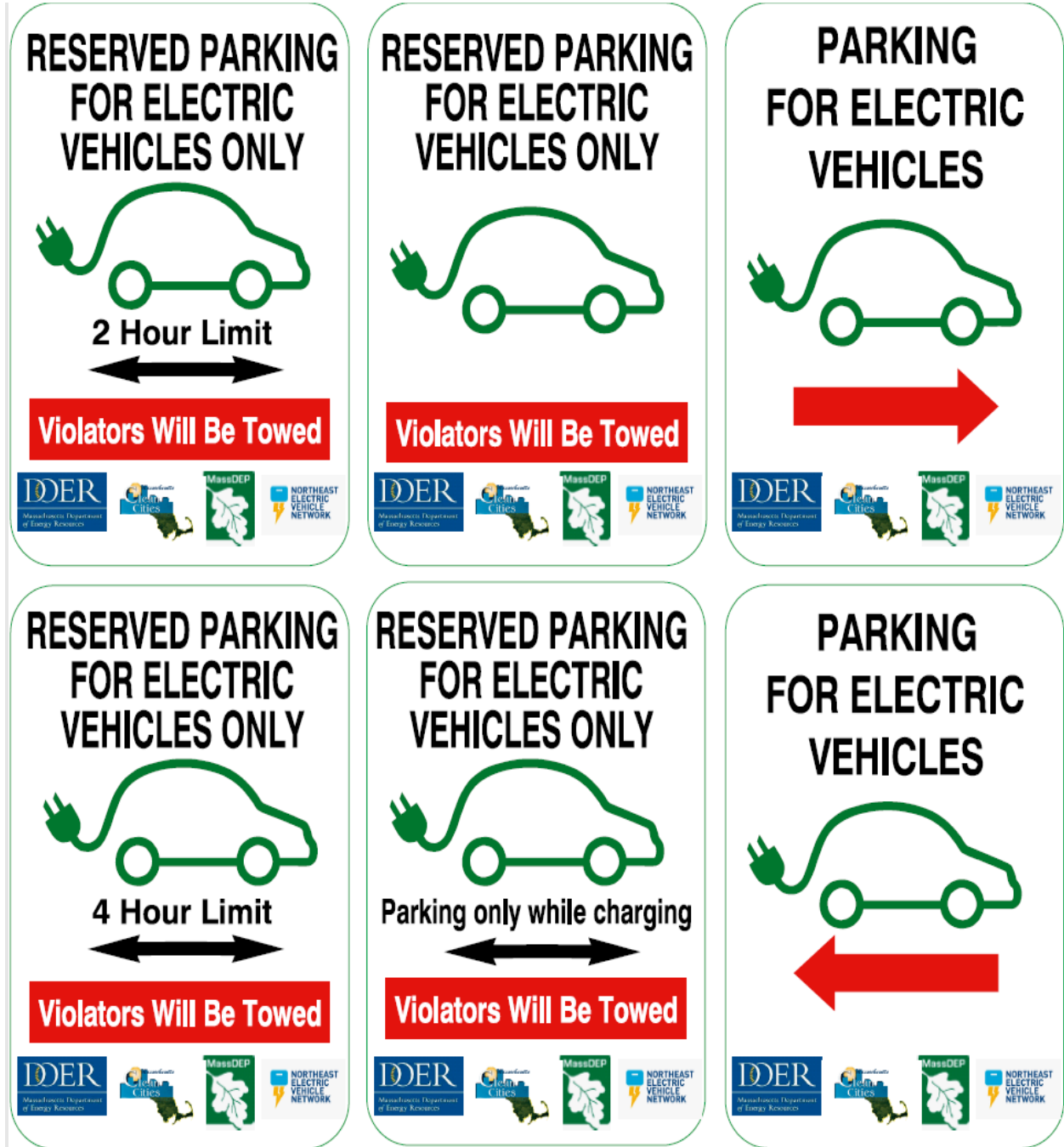
Please return the completed form and attachments to: MassEVIP.MassDEP@Mass.gov

12/29/2020

Attachment: WPF End User- City of Melrose (ORDER-2022-57 : Acceptance of MassEVIP Grant)

Attachment B

Example Parking Signage



October 20, 2021

Quote 21343-R1

Martha Grover

Energy Efficiency Manager | Office of Planning and Community Development

City of Melrose

562 Main St. Melrose, MA 02176

RE: Melrose Police Station EV station proposal

Voltrek is pleased to provide the following pricing and information to install Powercharge EVSE at the above referenced project. This project qualifies for the MasseVIP Workplace & Fleet (WFP) Program. Estimated grant rebates can be found below the Quote section. The MasseVIP WFP program details are attached to this quote.

Quote

Item	List Price	Qty	Amount
EVSE			
PowerCharge E20DWP-CR* Dual Output, Wall mount - 208/240V @30A with Cord Management	\$2,999.00	1	\$2,999.00
Amp Up Cloud Networking 1yr Prepaid networking plan, per plug	\$192.00	2	\$384.00
VOLTREK Networking Promotion 1 year FREE cloud Networking, per plug	-\$192.00	2	-\$384.00
PowerCharge Comprehensive Warranty (Parts & Labor) 5yr parts and labor priced per station	\$2,100.00	1	\$2,100.00
PowerCharge Activation Initial service activation required, per site	\$350.00	1	\$350.00
Amp Up Activation Required activation services, per station. (1-10 stations)	\$180.00	1	\$180.00
Shipping* Per station	\$250.00	1	\$250.00
Tax (exempt)	\$0.00	1	\$0.00
Installation			
Electrical Labor*	\$9,450.00	1	\$9,450.00

Attachment: Melrose Police Station Powercharge EV station quote# 21343-R1 (ORDER-2022-57 : Acceptance of MasseVIP Grant)

Electrical Material*	\$6,307.00	1	\$6,307.00
EV Signs	\$75.00	2	\$150.00
Line Painting*	\$1,000.00	1	\$1,000.00

Total Project Cost \$22,786.00

Attachment: Melrose Police Station Powercharge EV station quote# 21343-R1 (ORDER-2022-57 : Acceptance of MassEVIP Grant)

LESS ESTIMATED MASSEVIP GRANT AWARD:

-\$12,093.60

*Denotes eligible costs for MassEVIP WFP award (60% of \$20,156)

ESTIMATED NET PROJECT COST:

\$10,692.40

Scope of Work

All labor and material required to install EV chargers:

- Install 100-amp 1 phase service including meter socket, 2" RSC riser conduit & conductors for overhead service from National Grid Utility Pole # 374, allowance of linear of 40 feet includes mast.
- Install 100 amp "main circuit breaker" single phase Load-center with 2 – 40-amp 2 pole circuit breakers.
- Furnish & Install 1" conduit from Load-center to proposed EV wall mounted station using # 8 AWG -30 linear ft.
- Installation & activation of a Qty of 1 – E20DWP-CR Wall Mounted PowerCharge Station.
- Assemble, mount and connect charging stations.

Complimentary Voltrek services (no charge):

- Activate, program, and test stations.
- Assist with grant applications and payment request submissions.
- Client onboarding and software training

Voltrek Preventative Service and Maintenance

Voltrek is pleased to offer its customers a Preventative Service & Maintenance Program. This program offers the following services:

- Quarterly visits to clean, inspect and test units using J1772 tools
- Active monitoring of stations functionality via ChargePoint software interface
- Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Voltrek's then current rates with travel time at half-rate
- Cancellable at any time

Single station, annual cost (billed quarterly): \$900 (billed \$225 per quarter)

Add additional stations at the same location: \$300 per additional station, per year

Not available in some areas. Price applies to locations within 100 miles of Boston MA.

Contact Voltrek to request price and availability outside of that area

Warranty

PowerCharge stations come with a 3 year standard parts only warranty. 5 Years extended parts & Labor warranty included in the quoted pricing. Optional 3 year Parts & Labor Warranty available for \$1,300 flat.

Attachment: Melrose Police Station Powercharge EV station quote# 21343-R1 (ORDER-2022-57 : Acceptance of MassEVIP Grant)

Communication Requirements

PowerCharge stations rely on a cellular connection to communicate with the Amp up network and send data. A Verizon, T-Mobile, or AT&T 4G/LTE signal is required at the site for the stations to function.

Voltrek

Is a small business enterprise specializing in planning, installing, and servicing commercial charging station projects. We have been in business for 11 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed more than 2500 charging stations to date and is DBE & WBE certified. Voltrek is on the Commonwealth of Massachusetts OSD contract VEH102.

Terms

Hardware will be billed net 30 from date of equipment shipping and labor billed Net 30 from date of completion. Quote is subject to change at any time due to global supply-chain issues.

Please contact me with any questions and thank you for considering Voltrek.

Sincerely,
Mohammed Faiz
Account Manager
VOLTREK, LLC.
Cell: 978.985.6883

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME:

DATE:

SIGNATURE:

If you intend to assign your grant award to Voltrek, please check this box:

☐

Attachment: Melrose Police Station Powercharge EV station quote# 21343-R1 (ORDER-2022-57 : Acceptance of MasseVIP Grant)