

VW PROJECT FUNDING AGREEMENT

Agreement Number VWL2-025

This Funding Agreement (“Agreement”), entered into by and between the Indiana Department of Environmental Management (“IDEM”) and the Town of Munster, Indiana (“Grantee”), is executed pursuant to the terms and conditions set forth herein, in accordance with the requirements of the Volkswagen Diesel Emissions Environmental Mitigation Trust, for which IDEM is the Beneficiary Lead Agency. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the process whereby IDEM, as the Beneficiary Lead Agency, directs the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust to make payment in the amount of \$9,000 to the Grantee for reimbursement of eligible costs of the project (“Project”) described in **Attachment A** of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, the requirements of the Volkswagen Diesel Emissions Environmental Mitigation Trust and applicable Indiana law. The funds received by the Grantee pursuant to this Agreement shall be reimbursement for approved Project costs in conformance with this Agreement and for no other purpose.

2. Funding Source

The funding source for this Agreement are the funds held in the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries for the State of Indiana.

3. Representations and Warranties of the Grantee

The Grantee expressly represents and warrants to IDEM that the information set forth in its Funding Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined that it made any material misrepresentation on its Funding Application.

4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may terminate this agreement.

B. The project shall conform to all requirements as detailed in the IDEM Request for Proposals announcing the availability of EV infrastructure funds that closed on September 23, 2020, attached and incorporated into this document as Appendix A.

C. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the

Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.

5. Term

This Agreement commences on date of last signatory and shall remain in effect through December 31, 2022. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by the Volkswagen Diesel Emissions Environmental Mitigation Trust.

6. Funding

A. The Grantee shall be reimbursed in accordance with the approved Project Budget as set forth in **Attachment B** of this Agreement, attached hereto and incorporated herein. The Grantee shall not change or modify the Project costs funded by this Agreement and those funded by any local and/or private share without the prior written consent of IDEM.

B. The disbursement of funds to the Grantee shall not be made until all documentary materials required by this Agreement have been received and certified by IDEM as being in conformance with the approved Project. Upon certification, IDEM will direct the Trustee to disburse funds to the Grantee from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

7. Project Monitoring by IDEM

IDEM may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to IDEM for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, and this Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to IDEM.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records

A. Until five years after the termination of this Agreement and in accordance with the records retention policy, as approved by the Indiana Archives and Records Administration and located at www.in.gov/iara/3276.htm, for EV information related to the VW trust, the Grantee shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all data, documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the Grantees' performance of its obligations under this Agreement. This information-retention requirement, which is in accord with the VW records retention policy developed by IDEM, shall apply regardless of any contrary institutional policies or procedures. At any time during this information-retention period, upon request by IDEM, the Grantee shall provide

copies of any data, documents, records, or other information required to be maintained under this Paragraph.

B. At the conclusion of the information-retention period provided in the preceding Paragraph, the Grantee shall notify IDEM at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by IDEM, the Grantee shall deliver any such documents, records, or other information to IDEM.

B. Notice to Parties

Whenever any notice, statement or other communication is required under this Agreement, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to IDEM shall be sent to:

Shawn M. Seals
Senior Environmental Manager
Indiana Department of Environmental Management
Office of Air Quality - Mail Code 61-50
100 North Senate Avenue
Indianapolis, IN 46204-2251
Phone: (317) 233-0425
Fax: (317) 233-5967
Email: SSeals@idem.in.gov

B. Notices to the Grantee shall be sent to:

Mr. Stephen Gunty
Director of Public Works
Town of Munster
Town Hall
1005 Ridge Road
Munster, IN 46321
Phone: (219) 836-6975
Email: SGunty@munster.org

10. Termination for Breach

- A. Failure to complete the Project in accordance with this Agreement may be considered a material breach, and shall entitle IDEM to suspend the Grantee's participation in the Volkswagen Diesel Emissions Environmental Mitigation Trust programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of funds other than in conformance with the Purpose of this Agreement, the Project, or the Volkswagen Diesel Emissions Environmental Mitigation Trust may be deemed a breach of this Agreement. The Grantee explicitly covenants that it shall promptly repay to IDEM all funds not spent in conformance with this Agreement.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Grantee and IDEM have, through their duly authorized representatives, entered into this Funding Agreement. The parties, having read and understood the foregoing terms of this Funding Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee]

[IDEM]

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

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Attachment A: Scope of Work

Duties of Grantee

1. Project Objective

The objective of this project is to provide Level 2 electric charging opportunities for vehicle owners in and around Munster, Indiana.

2. Scope of Work

The Grantee shall do the following:

Task A: Purchase, Installation, Operation and Maintenance of Level 2 Electric Vehicle Charging Equipment

The Grantee shall purchase, install and maintain Level 2 electric vehicle charging equipment that meets all the technology and reporting requirements of the Indiana Statewide Electric Vehicle Charging Network program. The Grantee, any successors, or assigns, shall own, operate, and maintain the charging equipment, in addition to providing reporting data as detailed in Task C of this Attachment, for a minimum of five (5) years following the start date of fully operational equipment. This task shall include a minimum of the following:

1. The purchase, installation, operation and maintenance of one (1) Intertek or Underwriter's Laboratory certified compliant Level 2 electric vehicle charging station to include at least two (2) SAE J1772 charging connections per station. This electric vehicle charging station shall be networked with capability for remote diagnostics, remote control of the equipment, collecting and reporting usage data, and processing payments if fees are to be charged.

The Following Tasks are Non-Budgetary Items

Grantee shall provide the following services:

Task B: Electric Vehicle Charging Equipment and Network Coordination

1. Assist IDEM with identifying potential locations for additional charging equipment if funding becomes available.
2. Assist IDEM with the preparation of documentation for IDEM to submit to the Trustee, progress reports as detailed in Task C of this Attachment and submittal a final report summarizing the results of the project.

Task C: Progress Reports

The Grantee understands that IDEM is responsible for regular reporting to the Trustee. As such, the Grantee shall provide written progress reports as required in accordance with Section 4(C) of this Agreement unless requested otherwise. IDEM may request a progress report

during project implementation as well as after achieving full operation of the charging equipment. This report shall be due within ten (10) business days of IDEM request.

These progress reports will include, but are not limited to the following:

1. VW Project Funding Agreement number.
2. Physical location of electric vehicle charging equipment.
3. Completion status of project (i.e. 0% complete, 25% complete, 50% complete, 100% complete).
4. Electronic images of project location and charging equipment during implementation.

Task D: Usage Data Reports

These usage data reports will include, but are not limited to the following:

1. Number of charging events.
2. Connect and disconnect times.
3. Start and end charge times.
4. Number of unique vehicles connected.
5. Total kWh dispensed per charging event.
6. Average kWh per charging event.
7. Peak power (kW) per event.
8. Peak power (kW) demand (kW) by month.
9. Average duration of charging events.
5. Percentage of station downtime.

Task E: Final Report

The Grantee shall submit a Final Report covering the successes and failures of this program ten (10) business days before the expiration of this Agreement.

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Attachment B: Project Budget

Grant Budget Details:

The Grantee is being awarded an amount not to exceed \$9,000. This amount is to be paid to the Grantee in arrears by the Trustee upon IDEM certification of fully complete and operational charging equipment. These materials include submittal of invoice verifying purchase and installation of equipment identified in **Attachment A** in addition to verification of Grantee cash match as a ratio of award amount as detailed in the Project Budget below.

Project Budget

Description	Grant Not to Exceed Totals	Grantee No Less than Totals *	Project Total
Task A The purchase, installation, operation and maintenance of one (1) Intertek or Underwriter’s Laboratory certified compliant Level 2 electric vehicle charging station to include at least two (2) SAE J1772 charging connections per station. This electric vehicle charging station shall be networked with capability for remote diagnostics, remote control of the equipment, collecting and reporting usage data, and processing payments if fees are to be charged.	\$9,000	\$9,308	\$18,308
Task B	\$0	\$0	\$0
Task C	\$0	\$0	\$0
Task D	\$0	\$0	\$0
Task E	\$0	\$0	\$0
TOTALS	\$9,000	\$9,308	\$18,308

* In accordance with cash match commitments made in Funding Application, Grantee shall provide no less than 10% of the Project Total.

Attachment C: Project Schedule

Proposed Project Schedule

The Grantee shall perform the various duties outlined in the timeline in order to complete the program by December 31, 2022. All schedule dates commence on the date of full Agreement execution.

Task	Task Description	Deliverable
Task A	Locate appropriate vendors for intended charging equipment installation	February – March 2021
Task A	Coordinate and begin installation of charging equipment	April 2021
Task A	Project complete	December 31, 2022
Task B (1)	Assist IDEM with identifying potential locations for additional charging equipment if funding becomes available.	Ongoing
Task B (2)	Assist IDEM with the preparation of documentation for IDEM to submit to the Trustee, progress reports as detailed in Task C of this Attachment and submittal a final report summarizing the results of the project.	Ongoing
Task C	The Grantee shall provide written progress reports.	Ongoing
Task D	Usage Data reports	Ongoing
Task E	Final report on project successes and failures	December 31, 2022

Note: This schedule is subject to change due to purchase and/or installation schedules. Any deviation from this schedule must be approved in writing by the state contact listed in Section 9(A).

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Appendix A: DCFC and L2 Project Requirements

	Direct-Current Fast Charge (DCFC) Sites	Level 2 (L2) Sites
Site Requirements		
Located no more than one (1) road mile off roadways listed in Appendix B of the original RFP. Exceptions may be considered on a case-by-case basis provided the need for these exceptions are clearly documented and supported.	•	
Publicly visible, accessible, and available to drivers for charging (24 hours a day, 7 days a week)	•	•
Sites must provide a safe, well-lighted area for users	•	•
Paved parking spaces to allow the maximum capacity of EVs to be charged simultaneously	•	•
Appropriate signage on-site for drivers to locate charging station from the site entrance	•	•
Clear signage and pavement stenciling that states the location is for “Electric Vehicle Charging Only”	•	•
Equipment Requirements		
DCFC site rated at a minimum of 100kW. This can be accomplished by pairing two (2) 50kW stations in such a manner that one (1) vehicle can obtain a minimum of 100kW charging level, but the equipment will also charge two (2) vehicles separately at a minimum of 50kW.	•	
Each DCFC offers both CHAdeMo and SAE Combo/CCS (Combo Charging System) compatible connectors	•	
Each Level 2 charger offers a J1772 compatible connector		•
Charging equipment must be certified through the Nationally Recognized Testing Laboratory (NRTL) program to demonstrate compliance with appropriate product safety test standards	•	•

Charging enclosure must be constructed for use outdoors in accordance with UL50, Standard for Enclosures for Electrical Equipment, NEMA, Type 3R exterior enclosure or equivalent	•	•
A cord management system or method to eliminate potential for cable entanglement, user injury and connector damage from lying on the ground	•	•
PAYMENTS, PRICING, & DATA REQUIREMENTS		
Universal payment system allowing multiple payment methods to be used by charging drivers	•	•
Real-time pricing information displayed on the device or payment screen	•	
Utilization of open standards including OCPP	•	•
Equipment is networked by Wi-Fi or cellular connection and network hardware and software is maintained with the capability for: remote diagnostics, remote start of the equipment, collecting and reporting usage data, processing payments, and tracking usage by the kilowatt-hour.	•	•
Annual site utilization data collection	•	•
SPONSOR/VENDOR REQUIREMENTS		
Make every effort to educate the general public of the existence of the new charging site including registering the site on a station locator	•	•
Customer service support is available by telephone 24 hours a day and 7 days a week and is clearly posted to assist customers with difficulties accessing or operating the equipment	•	
Customer service support is available by telephone from 6am to 6pm, Monday through Saturday and is clearly posted to assist customers with difficulties accessing or operating the equipment		•
Site development, project installation, and maintenance shall comply with all applicable laws, ordinances, regulations, and standards, including, but not limited to, the Americans with Disabilities Act (ADA).	•	•

<p>Equipment has at least a 5-year warranty with the option of additional ongoing maintenance and support with an uptime guarantee on the equipment of 95% or greater for the full lifetime of the charging station</p>	<p>•</p>	<p>•</p>
<p>Should repair be necessary, chargers shall be fully operating within 72 hours of equipment issue/breakdown to ensure a 95% annual uptime guarantee.</p>	<p>•</p>	

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